Regular Session (16th Voting Session)
Mayor and City Council
July 22, 2025
Agenda

7:00 PM - July 22, 2025 - REGULAR SESSION -*Council Chambers, 2nd floor, City Hall*

I. CALL TO ORDER

Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

A. A. Rules of Procedure – Effective December 17, 2024
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
D. Meeting Schedule:

1. Tuesday, August 5, 2025 - Work Session at 4:00 p.m.
2. Tuesday, August 5, 2025 - National Night Out at 5:00 p.m. at Fairgrounds Park
3. Tuesday, August 12, 2025 – Work Session at 4:00 p.m.
4. Tuesday, August 19, 2025 – Work Session at 4:00 p.m.
5. Tuesday, August 26, 2025 – Regular Session at 7:00 p.m.

V. APPOINTMENTS

A. Ethics Commission
Lewis C. Metzner – Term to Expire September 1, 2030
Historic District Commission
Tracy Carr – Term to Expire June 30, 2028

VI. AGENDA ITEM CITIZEN COMMENTS

Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, July 22, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

VII. MINUTES

May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025, May 27, 2025, June 3, 2025, June 10, 2025, and June 17, 2025

VIII. CONSENT

A. City Clerk

1. Granicus Meeting Management - Subscription Renewal for Year 2 of 3 - Granicus (Denver, CO) $ 25,310.24

B. Fire

1. Mercedes Kraken Exo Fire Hose - Engine 2 - Witmer Public Safety Group (Coatesville, PA) $ 33,235.92

A. Human Resources

1. Local Government Insurance Trust (LGIT) Liability and Property Insurance - LGIT (Hanover, MD) $ 918,045.00

B. Technology and Support Services

1. Annual Renewal for MUNIS DB Support/Software Licensing/Module - Tyler Technologies (Dallas, TX) $ 318,334.12
2. Intellitime Annual Software and Maintenance Renewal - Intellitime Systems Corporation (Santa Ana, CA) $ 76,979.65
3. Annual ESRI GIS Software Renewal - ESRI, Inc. (Redlands, CA) $ 39,700.00
4. Ninja RMM Renewal - Software House International (SHI) (Piscataway, NJ) $ 14,075.00
5. Glessner Annual Maintenance/Pre-Paid Labor Renewal - Glessner Technologies (Hagerstown, MD) $ 26,748.00

C. Engineering

1. Burnap Parking Lot Improvements (City Park) - Patton Construction Company (Lanham, MD) $ 500,000.00
2. FY26 Pavement Preservation Contract - Craig Paving (Hagerstown, MD) $ 1,500,000.00

D. Public Works

1. Maintenance Agreements for Janitorial Services at Multiple Locations - Ragland Cleaning Services (Hagerstown, MD) $ 52,780.00

E. Utilities

1. Water: Breaker Reconditioning at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) $28,500.00
2. Water: MCC Maintenance at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) $47,750.00
3. Water: Ford F-150 to replace Unit # 200 – Hertrich Fleet Services, Inc. (Milford, DE) $46,076.00
4. Water: Ford F-150 to replace Unit #203 – Hertrich Fleet Services, Inc. (Milford, DE) $46,076.00
5. Wastewater: Pelletizer Engineering Services - Black and Veatch Corp. (Gaithersburg, MD) $380,655.00
6. Water/Wastewater: Miscellaneous Engineering Services – Black and Veatch Corp. (Gaithersburg, MD) $250,000.00
7. Wastewater: FY26 Pelletizer Facility Asset Management Fee – New England Fertilizer Company (North Quincey, MA) $107,925.78

8. Wastewater: Scrubber Chemicals for Odor Control System – Source Technologies (Lexington, KY) $28,800.00

IX. UNFINISHED BUSINESS

X. NEW BUSINESS

A. Approval of a Resolution: Parking Lease for Department Juvenile Services

B. Approval of a Resolution: Operating Agreement with Hagerstown Ice Amateur Athletic Association (HIAAA)

C. Approval of a Resolution: Electric Vehicle Institute (EVI) Charging Services Agreement

D. Approval of Resolution: Approval of State of Maryland MEDAAF Conditional Loan - NewCold

E. Approval of a Resolution: Revised Subrecipient Grant Agreements for Main Street Startup Grant Program.

F. Approval of a Resolution: Monthly Speed Camera Contract

G. Approval of a Resolution: Monthly Speed Camera Collections Services

H. Approval of the Annual Bay Restoration Fund Grant Application

I. Approval to Accept the Warrant Apprehension Program Grant

J. Approval to Accept the Maryland Criminal Intelligence Network Grant

K. Approval of an Amendment to Hagerstown Neighborhood Development Partnership, Inc. (HNDP) FY2024 Subrecipient Agreement

L. Open Container Exemption and Application/Permit for Vibez 90's Cookout Party – August 9, 2025

XI. GENERAL CITIZEN COMMENTS

A. General Citizen Comments are welcome and shall be limited to three minutes.

B. Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, July 22, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

XII. CITY ADMINISTRATOR'S COMMENTS

XIII. MAYOR AND COUNCIL COMMENTS

XIV. ADJOURN

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mayor William B. McIntire

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

A. Rules of Procedure – Effective December 17, 2024
B. Use of cell phones during meetings is restricted.
C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
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5. Tuesday, August 26, 2025 – Regular Session at 7:00 p.m.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Ethics Commission

Lewis C. Metzner – Term to Expire September 1, 2030

Historic District Commission

Tracy Carr – Term to Expire June 30, 2028

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Citizen Comments on agenda items shall be limited to topics listed for consideration on this agenda and limited to three minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, July 22, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025, May 27, 2025, June 3, 2025, June 10, 2025, and June 17, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion-_Minutes.pdf	Motion - Minutes

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Approval of Minutes**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for the approval of minutes, as presented, for the Mayor and Council meetings held on May 6, 2025, May 13, 2025, May 15, 2025, May 20, 2025, May 27, 2025, June 3, 2025, June 10, 2025, and June 17, 2025.

DATE OF PASSAGE: July 22, 2025

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Granicus Meeting Management - Subscription Renewal for Year 2 of 3 - Granicus (Denver, CO) $ 25,310.24

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Consent_Agenda.pdf	Motion - Consent Agenda
Clerk_-_Granicus_Meeting_Management_Year_2_Subscription.pdf	Signed Consent Form
Clerk_-_Granicus_Second_Year_Renewal.pdf	Clerk - Granicus Year 2

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Consent Agenda**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move that all the Consent Agenda be approved as presented.

Note: If you want to discuss any one item listed on the Consent Agenda, you must first make a request to remove that item from the Consent Agenda. The item automatically is moved to the last item under New Business and may then be discussed at that time. The appropriate motion for approval then is:

"I hereby move that the Consent Agenda, with the exception of (list item and topic) be approved."

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: City Clerk Division (if applicable): _____

Department Director or Manager: Donna K. Spickler, City Clerk

Account/Project Name: Meeting Management Software

Account No: 0103002 5513 CIP Control No. _____

Budget Amount: $27,000.00 ✓ Account Balance: $26,940.00 ✓ Unbudgeted Amount: $ 0 ✓

Fiscal Year: FY26 Source of Funds: City Clerk Operations Budget

Quantity	Description	Value
1	Granicus Meeting Management - Subscription Renewal for	
	Year 2 of 3	$ 25,310.24
	TOTAL VALUE OF PROJECT $	$ 25,310.24

ABOVE TO BE USED FOR:
Meeting management system through Granicus - Year 2 Subscription Renewal of 3 Year contract

RECOMMENDED VENDOR: Business Name: Granicus

Business Address: _____

City/State/Zip: Denver, Colorado

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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.
X	CITIZEN-BASED GOVERNMENT	The City of Hagerstown is an ethical and financial responsible government.
X	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.
X	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.
X	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.
X	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 Granicus has acquired Novus, the meeting management system currently utilized. The City approved a three year contract. This is the second year of the contract.

Donna Spickler Digitally signed by Donna Spickler DN: cn=Donna Spickler, o=City of Hagerstown, ou=City Clerk, email=dspickler@hagerstownmd.org, c=US Date: 2025.07.09 16:07:45 -04'00'

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. Budgeted purchase.

Brooke Garver 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: City Clerk Division (if applicable): _____

Department Director or Manager: Donna K. Spickler, City Clerk

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	Year 2 of 3	$ 25,310.24
	TOTAL VALUE OF PROJECT	$ $ 25,310.24

ABOVE TO BE USED FOR:

Meeting management system through Granicus - Year 2 Subscription Renewal of 3 Year contract

RECOMMENDED VENDOR:

Business Name: Granicus

Business Address: _____

City/State/Zip: Denver, Colorado

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve. Budgeted purchase.

Brooke Garver 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Hagerstown, MD

Granicus Budgetary Proposal for Hagerstown, MD

ORDER DETAILS

Prepared By:	Madelyn Bedard
Phone:	
Email:	madelyn.bedard@granicus.com
Order #:	Q-443335
Prepared On:	01 May 2025
Expires On:	01 Sep 2025

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Current Subscription End Date:	01 Sep 2025
Period of Performance:	02 Sep 2025 - 01 Sep 2026

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Renewing Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Meeting Efficiency Suite	Annual	1 Each	$0.00
Government Transparency Suite	Annual	1 Each	$4,812.88
Peak Agenda Management	Annual	1 Each	$12,834.77
VoteCast Standard Package (iLegislate)	Annual	1 Each	$4,573.34
Open Platform Suite	Annual	1 Each	$0.00
Upgrade to SDI 720p Streaming	Annual	1 Each	$1,564.80
Open Platform Suite	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,524.45
govDelivery for Integrations	Annual	1 Each	$0.00
		SUBTOTAL:	**$25,310.24**

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-443335 dated 01 May 2025 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Hagerstown, MD to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- The terms and conditions set forth in the Agreement effective 02 Sep 2023 are incorporated herein by reference.

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
Hagerstown, MD

Granicus Proposal for Hagerstown, MD

ORDER DETAILS

Prepared By:	Desmond Davis
Phone:	
Email:	desmond.davis@granicus.com
Order #:	Q-372042
Prepared On:	29 Aug 2024
Expires On:	06 Oct 2024

ORDER TERMS

Currency:	USD
Payment Terms:	Net 30 (Payments for subscriptions are due at the beginning of the period of performance.)
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

PRICING SUMMARY

The pricing and terms within this Proposal are specific to the products and volumes contained within this Proposal.

Terminating Subscriptions		
Solution	**Quantity/Unit**	**Prior Annual Fee**
NovusAGENDA	0 Each	$9,179.53
SUBTOTAL:		**$9,179.53**

Upon the signing of this Agreement, annual fees for the terminating subscription(s) shall cease. Any pre-paid fees for the terminating subscription(s) after the signing of this Agreement will be prorated from the signing of this Agreement to the end of the Client's then-current billing term, credited, and such credit applied to the annual fees for new subscriptions.

Client will continue to have access to and use the terminating solution until the new subscription(s) is/are deployed.

Upon the deployment of Client's new solution as determined at Granicus' sole discretion, Granicus shall remove access to the Client's terminating subscription(s).

One-Time Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**One-Time Fee**
Meeting Efficiency - Setup & Configuration (Standard)	Up Front	1 Each	$954.00
Minutes - Online Training	Upon Delivery	2 Hours	$848.00
Government Transparency - Setup & Configuration	Up Front	1 Each	$0.00
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	Upon Delivery	1 Each	$3,816.00
Granicus Video - Online Training	Upon Delivery	6 Hours	$0.00
Peak - Setup & Configuration	Up Front	1 Each	$0.00
Peak Online Group Training	Upon Delivery	6 Hours	$0.00
Open Platform - Setup and Configuration	Up Front	1 Each	$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	$0.00
Granicus Encoding Appliance Hardware - Setup & Config	Upon Delivery	1 Each	$1,325.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	$132.50
Open Platform - Setup and Configuration	Up Front	1 Each	$0.00
Send Agenda (Peak) Set up and Config	Up Front	4 Each	$0.00
govDelivery for Integrations Set Up and Config	Up Front	1 Each	$0.00
VoteCast Tablet (ME) - Setup and Configuration	Up Front	1 Each	$0.00
VoteCast Display CPU (Dell) (ME)	Upon Delivery	1 Each	$1,038.80
US Shipping Charge B - Medium Item	Upon Delivery	1 Each	$63.60
iLegislate Voting - Setup and Configuration	Up Front	1 Each	$0.00
VoteCast Display - Setup and Configuration	Up Front	1 Each	$2,120.00
US Shipping Charge C - Large Item	Upon Delivery	1 Each	$132.50
IQM2 or Novus Data Migration (Requires Scoping) - Peak	Upon Delivery	1 Each	$8,000.00
VoteCast - Online Training	Upon Delivery	6 Hours	$2,544.00
SUBTOTAL:			**$20,974.40**

New Subscription Fees			
Solution	**Billing Frequency**	**Quantity/Unit**	**Annual Fee**
Meeting Efficiency Suite	Annual	1 Each	$0.00
Government Transparency Suite	Annual	1 Each	$4,498.02
Peak Agenda Management	Annual	1 Each	$11,995.12
Open Platform Suite	Annual	1 Each	$0.00
Upgrade to SDI 720p Streaming	Annual	1 Each	$1,462.43
Open Platform Suite	Annual	1 Each	$0.00
Send Agenda (Peak)	Annual	1 Each	$0.00
Granicus Encoding Appliance Software (GT)	Annual	1 Each	$1,424.72
govDelivery for Integrations	Annual	1 Each	$0.00
VoteCast Standard Package (iLegislate)	Annual	1 Each	$4,274.15
SUBTOTAL:			**$23,654.44**

Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.

FUTURE YEAR PRICING

Solution(s)	Period of Performance	
	Year 2	Year 3
Meeting Efficiency Suite	$0.00	$0.00
Government Transparency Suite	$4,812.88	$5,149.78
Peak Agenda Management	$12,834.77	$13,733.21
Open Platform Suite	$0.00	$0.00
Upgrade to SDI 720p Streaming	$1,564.80	$1,674.34
Open Platform Suite	$0.00	$0.00
Send Agenda (Peak)	$0.00	$0.00
Granicus Encoding Appliance Software (GT)	$1,524.45	$1,631.16
govDelivery for Integrations	$0.00	$0.00
VoteCast Standard Package (iLegislate)	$4,573.34	$4,893.47
SUBTOTAL:	**$25,310.24**	**$27,081.96**

PRODUCT DESCRIPTIONS

Solution	Description
Meeting Efficiency Suite	Meeting Efficiency is a hybrid Software-as-a-Service (SaaS) and Hardware-as-a-Service (HaaS) solution that enables government organizations to simplify the in-meeting management and post-meeting minutes creation processes of the clerk's office. By leveraging this solution, the client will be able to streamline meeting data capture and minutes production, reducing staff efforts and decreasing time to get minutes published. During a meeting, use LiveManager to record roll calls, motions, votes, notes, and speakers, all indexed with video. Use the index points to quickly edit minutes, templates to format in Microsoft Word, and publish online with the click of a button. Meeting Efficiency includes: • Unlimited user accounts • Unlimited meeting bodies • Unlimited storage of minutes documents • Access to the LiveManager software application for recording information during meetings • Access to the Word Add-in software component for minutes formatting in MS Word if desired • Up to one (1) MS Word minutes template (additional templates can be purchased if needed)
Government Transparency Suite	Government Transparency are the live in-meeting functions. Streaming of an event, pushing of documents, and indexing of events.
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site

Solution	Description
Meeting Efficiency - Setup & Configuration (Standard)	Setup and Configuration for Meeting Efficiency Suite includes implementation of: • Up to one (1) client Installation of Minutes Maker (compatible client hardware required for software) • Up to one (1) Minutes report
Minutes - Online Training	online training for Minutes, which allows clients to have online sessions with a Granicus trainer to show clerks how to take minutes during a meeting and how to edit and publish them after a meeting.
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Government Transparency - Setup & Configuration	Setup and Configuration for Government Transparency Suite includes implementation of: • Up to one (1) View Page and Player template • Up to one (1) Live Manager configuration
Upgrade to SDI 720p Streaming	Upgrade to SDI 720p Streaming (requires Digital encoder and HD feed)
Granicus Encoding Appliance Hardware - SDI (AMAX) (GT)	AMAX Encoder with Osprey SDI Card. Used to pass commands and data from LiveManager that include Start/Stop of webcast, indexing, and document display. Also serves to distribute video and captions to be distributed to the CDN or Performance Accelerator.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.

Solution	Description
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system. Group training includes: 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call Project Manager will conduct check in's along the way.
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
Granicus Encoding Appliance Software (GT)	Granicus Encoding Appliance Software (GT) This includes the LiveManager Software solution where webcasts are started/stopped, agendas amended and indexed, votes and attendance recorded, and minutes created.
Granicus Encoding Appliance Hardware - Setup & Config	Remote configuration and deployment of an encoding appliance.
US Shipping Charge C - Large Item	US shipping of a large item
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

Solution	Description
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
VoteCast Standard Package (iLegislate)	VoteCast is a hybrid Software-as-a-Service (SaaS) solution that enables government organizations to streamline the meeting process for both the clerk's office as well as elected officials. By leveraging this solution, the client will be able to automate meeting data capture and display – improving accuracy and keeping all attendees informed of meeting proceedings. Available on a variety of hardware as well as the iLegislate platform, elected officials can use their touchscreens or tablets to motion, second, vote, and request to speak. This data automatically populates to the clerk software (LiveManager) ensuring accuracy and reducing workload. As action items occur during the meeting, TVs or projectors hooked up to VoteCast Display will automatically show the current agenda item, motion on the floor, vote result, and speaker timer as well as speaker name. VoteCast includes: · Unlimited user accounts · Unlimited meeting bodies · Access to one Granicus platform site · Access to the VoteCast software application for elected officials · Access to the VoteCast Display software application to output meeting proceedings to TVs or projectors in the meeting room · VoteCast Display (small form factor Dell CPU) is usually purchased through Granicus and should be represented on your proposal/quote · Client is responsible for purchasing compatible hardware (Compatible hardware includes Windows Desktops or tablets, Mac Desktops, or iPads)
VoteCast Tablet (ME) - Setup and Configuration	Implementation includes: • Access to an implementation consultant until project acceptance • VoteCast installation on one of the following hardware setups: Dell CPU and ELO Touchscreens, Microsoft Surface tablets, or iLegislate-enabled devices • Access to video-based trainings around standard account functions and capabilities *The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.*

Solution	Description
VoteCast Display CPU (Dell) (ME)	Dell CPU hardware for VoteCast Display that outputs meeting information like current agenda item or vote results to displays in the meeting room such as TVs or projectors.
US Shipping Charge B - Medium Item	US shipping of a medium item
iLegislate Voting - Setup and Configuration	Setup and configuration of iLegislate Voting
VoteCast Display - Setup and Configuration	Implementation includes: • Access to an implementation consultant until project acceptance • Design service for VoteCast Display template updates • Access to video-based trainings around standard account functions and capabilities *The implementation process takes four to six weeks, on average, depending on the availability of stakeholders.*
US Shipping Charge C - Large Item	US shipping of a large item
IQM2 or Novus Data Migration (Requires Scoping) - Peak	Granicus will migrate a determined number of years of meeting data from IQM2 or Novus into Peak. This meeting data will be added into Media Manager and can be displayed on the clients public facing webpage via iframe code that we provide. Data will not be seen or otherwise usable in Peak. We will be migrating over PDFs of agendas, minutes, and corresponding videos if available. Searchability may be limited at this time but there are plans to improve search capabilites. Please request a Scope of Work for more details.This will require a scoping discussion with the Granicus Data Migration Team to dicuss details including the sources, number of years, or other details.
VoteCast - Online Training	Virtual training session with a. Granicus professional services trainer

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-372042 dated 29 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of Hagerstown, MD to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.

BILLING INFORMATION

Billing Contact:	Donna K. Spickler	**Purchase Order Required?**	[ ] - No [✓] - Yes
Billing Address:	1 E. Franklin St. Hagerstown, MD 21740	**PO Number:** *If PO required*	20250392
Billing Email:	dspickler@hagerstownmd.org	**Billing Phone:**	301-766-4183

If submitting a Purchase Order, please include the following language:
The pricing, terms, and conditions of quote Q-372042 dated 29 Aug 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.

AGREEMENT AND ACCEPTANCE

By signing this document, the undersigned certifies they have authority to enter the agreement. The undersigned also understands the services and terms.

Hagerstown, MD	
Signature:	Donna K. Spickler
Name:	Donna K. Spickler
Title:	City Clerk
Date:	September 19, 2024

Bill To

CITY CLERK
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740
Phone: 301-739-8577 EXT 113

Purchase Order

Fiscal Year 2025 Page: 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order # **20250392**

Delivery must be made within doors of specified destination.

Vendor

GRANICUS LLC
408 ST PETER STREET, #600
SAINT PAUL, MN 55102

Ship To

CITY CLERK
1 EAST FRANKLIN STREET
2ND FLOOR
HAGERSTOWN, MD 21740
Email: DSPICKLER@HAGERSTOWNMD.ORG
Phone: 301-739-8577 EXT 113

VENDOR PHONE NUMBER	VENDOR FAX NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
720-240-9586 X106		446	

DATE ORDERED	VENDOR NUMBER	DATE REQUIRED	FREIGHT METHOD/TERMS	DEPARTMENT/LOCATION
09/17/2024	4224			PUBLIC FUNCTIONS

NOTES

MEETING MANAGEMENT SOFTWARE & MIGRATION FROM NOVUS
The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading

ITEM #	DESCRIPTION / PART #		QTY	UOM	UNIT PRICE	EXTENDED PRICE
1	MIGRATION OF NOVUS INFO AND TRAINING		1.0	EACH	$11,392.00	$11,392.00
	GL Account: 0103002 - 5329	$11,392.00				
2	NEW SUBSCRIPTION FEES		1.0	EACH	$23,654.44	$23,654.44
	GL Account: 0103002 - 5513	$23,654.44				
3	ONE-TIME FEES		1.0	EACH	$9,582.40	$9,582.40
	GL Account: 0103002 - 5513	$9,582.40				

Total Ext. Price	$44,628.84
Total Sales Tax	$0.00
Total Freight	$0.00
Total Discount	$0.00
Total Credit	$0.00
Purchase Order Total	**$44,628.84**

Procurement Administrator

Vendor Copy

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Mercedes Kraken Exo Fire Hose - Engine 2 - Witmer Public Safety Group (Coatesville, PA) $ 33,235.92

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Fire_-_Mercedes_Kraken_Fire_Hose.pdf	Signed Consent Form
Hose_Eng_2_Consent.pdf	Mercedes Fire Hose - Eng 2 Consent
Hose_Eng_2_Memo.pdf	Mercedes Fire Hose - Eng 2 Memo
Invoice_Hose_33235.92.pdf	Mercedes Fire Hose - Eng 2 invoice

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

Department Director or Manager: John DiBacco, Fire Chief

Account/Project Name: Mercedes Kraken Exo Fire Hose - Engine 2

Account No: 0112001 CIP Control No. 5531

Budget Amount: $90,000.00 Account Balance: $90,000.00 Unbudgeted Amount: $0

Fiscal Year: FY26 Source of Funds: Operating

Quantity	Description	Value
28	Mercedes Kraken Exo Fire Hose 1.75" X 50' (yellow)	$ 6,678.00
14	Mercedes Kraken Exo Fire Hose 2" X 50' (green)	$ 4,011.14
12	Mercedes Kraken Exo Fire Hose 3" X 50' (tan)	$ 4,584.72
2	Mercedes Kraken Exo Fire Hose 2" X 100' (orange)	$ 1,007.74
15	Mercedes Megaflo Breather 4" X 100' (yellow)	$ 11,569.35
1	Mercedes Megaflo Breather 4" X 100' (red)	$ 771.29
2	Mercedes Megaflo Breather 4" X 50' (red)	$ 980.34
2	Mercedes Megaflo Breather 4" X 75' (orange), 5" X 25' (black)	$ 2,029.44
5	Mercedes Kraken Exo Fire Hose 2.52 X 50	$ 1,603.90
	TOTAL VALUE OF PROJECT $	$ 33,235.92

ABOVE TO BE USED FOR: Replacing hose on Engine 2 (19-6575). This purchase will be utilzing FY26 operating budget funds.

RECOMMENDED VENDOR: Business Name: Witmer Public Safety Group, INC

Business Address: 101 Independence Way

City/State/Zip: Coatesville, PA 19320

Bid/Proposal/Quote No.: Montgomery Co. Contract 1114636 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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 Fire hose has an industry determined expiration date, and this order will be used to replace aged-out hose and damaged hose.

T D Baker 7/1/25
Signature / Date

T D Baker 7/1/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approv.

Brooke Carver 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/11/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Fire Division (if applicable): _____

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Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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T D Baker 7/1/25
Signature / Date

T D Baker 7/1/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CITY OF HAGERSTOWN, MARYLAND

John E DiBacco
Fire Chief

July 22, 2025

TO: Scott Nicewarner, City Administrator

FROM: Fire Chief John E. DiBacco

SUBJECT: Mercedes Kraken Exo Fire Hose – HFD Engine 2

Staff respectfully requests approval from Mayor and Council for the purchase of Mercedes Kraken Exo Fire Hose in various lengths to equip HFD Engine 2. This purchase is necessary to ensure compliance with the National Fire Protection Association (NFPA) standards, which require each fire apparatus to carry a minimum fire hose complement.

The new hose will replace aged-out and damaged hose currently in service. Fire hoses are subject to industry-established service life limits, and this replacement is essential to maintain the safety and readiness of our fire response capabilities.

Approval of this purchase will ensure Engine 2 remains fully compliant and mission-ready for emergency response.

Thank you for your continued support and consideration.

cc: Scott Nicewarner
Michelle Hepburn
Tyler French

Witmer Public Safety Group, Inc.
—HOME OF —

TheFireStore
OfficerStore
theEMSstore
GIDEON TACTICAL

Witmer Public Safety Group
101 Independence Way
Coatesville, PA 19320

www.wpsginc.com
610-857-8070

BILL TO:

Attn Ap Dept
City of Hagerstown
1 E Franklin St
Hagerstown MD 21740-4859
United States

INVOICE INV687257

Date:	05/21/2025
Customer:	City of Hagerstown
Sales Order:	SO425698
Memo:	Hose New Engine #2
Terms:	Net 30
PO#:	Russ Grim
Sales Rep:	John Shipley
Shipping Method:	Ground
Ship To:	ATTN: RUSS GRIM 301-791-2544 HAGERSTOWN FIRE DEPARTMENT TRAINING CENT 940 BOWMAN AVE HAGERSTOWN MD 21740-6852 United States
AMOUNT DUE:	**$33,235.92**

#	Item Name	Description	Ordered	Shipped	B/O	Each	Amount
1	12517050ATY	Mercedes KrakenExo Fire Hose, 1.75" x 50' Permatek Yellow Consecutive Stencil Both Ends: HFD 175-029-25 through HFD 175-056-25	28	28	0	$238.50	$6,678.00
2	5128NH34RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 1 3/4" X 1 1/2" X 2 1/8" NH R/L	28	28	0	$0.00	$0.00
3	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 175-029-25 THROUGH HFD 175-056-25	28	28	0	$0.00	$0.00
4	12520050ATG	Mercedes Kraken Exo Fire Hose, 2" x 50' Permatek Color Treated Green Consecutive Stencil Both Ends: HFD 200-017-25 through HFD 200-0030-25	14	14	0	$286.51	$4,011.14
5	5128NH37RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 2" x 1-1/2" x 2- 5/16" NH RL	14	14	0	$0.00	$0.00
6	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 200-017-25 through 200-030-25	14	14	0	$0.00	$0.00
7	12520100ATO	Mercedes KrakenExo Fire Hose, Permatek 2" x 100', Orange Consecutive Stencil Both Ends: HFD 200-031-25 through HFD 200-032-25	2	2	0	$503.87	$1,007.74
8	5128NH37RAGWO	Mercedes WAYOUT Gold Anodized Alum. Coupling 2" x 1-1/2" x 2- 5/16" NH RL	2	2	0	$0.00	$0.00

WITMER PUBLIC SAFETY GROUP, INC.

Please return this section with payment. Your prompt payment is appreciated.

Remit Payment To:
Witmer Public Safety Group Inc.
101 Independence Way
Coatesville, PA 19320

Customer: City of Hagerstown
Customer ID: 10674
Invoice #: INV687257
Amount Due: $33,235.92

Amount Paid:

#	Item Name	Description	Ordered	Shipped	B/O	Each	Amount
9	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 200-031-25 through 200-032-25	2	2	0	$0.00	$0.00
10	12530050ATT	Mercedes Kraken EXO Fire Hose, 3" X 50', Permatek Tan Consecutive Stencil Both Ends: HFD 300-013-25 through 300-024-25	12	12	0	$382.06	$4,584.72
11	5140NH53RAGWO	Mercedes WAYOUT(Arrow) Gold Anodized Alum Coupling 2 1/2 x 3 5/16 NH R/L Price per Set for KrakenEXO	12	12	0	$0.00	$0.00
12	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 300-013-25 through 300-024-25	12	12	0	$0.00	$0.00
13	23140100ATY	Mercedes Megaflo Breather 4" X 100' Hose, Permatek Yellow Consecutive Stencil Both Ends: HFD 400-021-25 through HFD 400-035-25	15	15	0	$771.29	$11,569.35
14	5164RZAG	Mercedes Alum. Coupling 4" Storz, Locking Anodized Gold with IReflect Locking Levers	15	15	0	$0.00	$0.00
15	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 400-021-25 through 400-035-25	15	15	0	$0.00	$0.00
16	23140100ATR	Mercedes Megaflo Breather 4" X 100' Hose, Permatek Coated Red Stencil Both Ends: HFD 400-036-25	1	1	0	$771.29	$771.29
17	5164RZAG	Mercedes Alum. Coupling 4" Storz, Locking Anodized Gold with IReflect Locking Levers	1	1	0	$0.00	$0.00
18	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 400-036-25	1	1	0	$0.00	$0.00
19	23140050ATR	Mercedes Megaflo Breather 4" X 50' Hose, Permatek Coated Red Consecutive Stencil Both Ends: HFD 400-037-25 through HFD 400-038-25	2	2	0	$490.17	$980.34
20	5164RZAG	Mercedes Alum. Coupling 4" Storz, Locking Anodized Gold with IReflect Locking Levers	2	2	0	$0.00	$0.00
21	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1: 400-037-25 through 400-038-25	2	2	0	$0.00	$0.00
22	23140075ATO	Mercedes Megaflo Breather Hose, 4" X 75', Permatek Orange Consecutive Stencil Both Ends: HFD 400-039-25 trouugh HFD 400-040-25	1	1	0	$980.34	$980.34
23	5164RZAG	Mercedes Alum. Coupling 4" Storz, Locking Anodized Gold with IReflect Locking Levers NOTE: Above hose and couplings to make (2) sections of hose, 30' in length coupled 4" Storz	2	2	0	$0.00	$0.00
24	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1:	2	2	0	$0.00	$0.00

Witmer PUBLIC SAFETY GROUP, INC.

INVOICE INV687257

#	Item Name	Description	Ordered	Shipped	B/O	Each	Amount
		400-039-25 through 400-040-25					
25	12525050ATB	Mercedes Kraken EXO 2 1/2" X 50' Permatek Treated, Blue	5	5	0	$320.78	$1,603.90
		Consecutive Stencil Both Ends: HFD 250-006-25 through HFD 250-010-25					
26	5140NH46RAGWO	Mercedes WAYOUT (Arrow) Gold Anodized Alum. Coupling 2 1/2 X 2 7/8 NH R/L set For Kraken EXO	5	5	0	$0.00	$0.00
27	80IDBAE	Mercedes iDENTIFY Single Bar Code Installed Covered with Epoxy, Two Ends S1-SLOT1:	5	5	0	$0.00	$0.00
		250-006-25 through 250-010-25					
28	23150025ATK	Mercedes Megaflo Breather Hose, 5" x 25', Permatek Black	1	1	0	$1,049.10	$1,049.10
		Stencil Both Ends: HFD 500-002-25					
29	5196NF86H	Mercedes Textiles 6" NH Coupling Alum. Coupling 5 x 6 NH x 5 3/8 Long Handle (Fem) 1 Female Coupling Only	1	1	0	$0.00	$0.00
30	5172NF86H	Mercedes Textiles 4.5" NH Alum. Coupling 5 x 4 1/2 NH x 5 3/8 LH (Female Only) 1 Female Coupling Only	1	1	0	$0.00	$0.00
		Note: Above hose and couplings to make 1 section of hose, 25' in length coupled 6" NH LH SW Female on one end and 4.5" NH LH SW Female on the other end					
31	80IDBSY	Mercedes Identify Stamping Both Ends, Yellow, limit 12 characters	2	2	0	$0.00	$0.00
		S1-SLOT1 Stamp: 500-002-25					
32	Tariff-Adjustment	Adjustment for Tariff - Cost split between WPSG and Mercedes	1	1	0	$0.00	$0.00

Please direct all payment inquiries to Accounts Receivable
Phone: 800-852-6088 • Email: Invoices@wpsginc.com
NOTE: All outstanding invoices being paid with a credit card after 30 days will be charged a 3% processing fee.

Subtotal:	$33,235.92
Discount:	$0.00
Tax Total (%):	$0.00
Freight:	$0.00
Total:	$33,235.92
Amount Paid:	$0.00
Amount Due:	**$33,235.92**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Local Government Insurance Trust (LGIT) Liability and Property Insurance - LGIT (Hanover, MD) $ 918,045.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HR_-_LGIT_Insurance.pdf	Signed Consent Form
HR_-_LGIT_Liability_and_Property_Insurances.pdf	LGIT Insurance

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Human Resources Division (if applicable): _____

Department Director or Manager: Kevin DeHaven

Account/Project Name: Local Gov't Insurance Trust (LGIT) Liability and Property Insurances

Account No: Various General/Enterprise CIP Control No. _____

Budget Amount: $813,663 Account Balance: $813,663 Unbudgeted Amount: $104,382

Fiscal Year: 2026 Source of Funds: FY 2026- Liability & Property Funds

Quantity	Description	Value
1	Local Gov't Insurance Trust	$ 918,045.00
	*External reimbursement for Excess Ins- $70,205	
	~~GF Budget Contingency~~	
	* offset in applicable fund's overall budget being charged	
	TOTAL VALUE OF PROJECT	$ $ 918,045.00

ABOVE TO BE USED FOR: The above costs cover auto, property, general liability, flood, excess, employment practices, and police liability insurances

RECOMMENDED VENDOR: Business Name: Local Government Insurance Trust

Business Address: 7225 Parkway Drive

City/State/Zip: Hanover, MD 21076

Bid/Proposal/Quote No.: N/A Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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.
X	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

Signature / Date

7/2/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Human Resources Division (if applicable): _____

Department Director or Manager: Kevin DeHaven

Account/Project Name: Local Gov't Insurance Trust (LGIT) Liability and Property Insurances

Account No: Various General/Enterprise CIP Control No. _____

Budget Amount: $813,663 Account Balance: $813,663 Unbudgeted Amount: $104,382

Fiscal Year: 2026 Source of Funds: FY 2026- Liability & Property Funds

Quantity	Description	Value
1	Local Gov't Insurance Trust	$ 918,045.00
	*External reimbursement for Excess Ins- $70,205	
	~~GF Budget Contingency~~	
	* offset in applicable fund's overall budget being charged	
	TOTAL VALUE OF PROJECT	$ $ 918,045.00

ABOVE TO BE USED FOR: The above costs cover auto, property, general liability, flood, excess, employment practices, and police liability insurances

RECOMMENDED VENDOR: Business Name: Local Government Insurance Trust

Business Address: 7225 Parkway Drive

City/State/Zip: Hanover, MD 21076

Bid/Proposal/Quote No.: N/A Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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

Signature / Date

7/2/25
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CITY OF HAGERSTOWN, MARYLAND

Human Resources

TO: Scott Nicewarner- City Administrator

FROM: Kevin DeHaven- Risk/Human Resources Administrator KDD

DATE: July 8, 2025

RE: **Fiscal 2026 Liability/Property Insurance- LGIT**

The following information details the City's liability and property insurance renewal with the Local Government Insurance Trust (LGIT).

The Local Government Insurance Trust (LGIT) is wholly owned and managed by its local government members. LGIT offers educational services, risk management services and specializes in Public Official Liability Coverage. LGIT's legal department has represented the City in several successful cases, mitigating potential lawsuits and reducing our liability exposure.

LGIT's proposed premium of $918,045 is an increase that resulted in a difference from last year's premium by $153,033. The increases for each coverage to the overall premium were the result of continuing reinsurance rate hikes LGIT incurred with their insurer. In addition, property insurance increases can be attributed to new additions and a 3% inflation factor.

The total credits afforded to the City were $111,067, which included longevity, equipment breakdown, and membership discounts. The City was awarded a discount of $9,866 from last year's premium for the Loss Control Credit Program.

The cost of Excess Liability Coverage, in the amount of $70,205, will be paid by Gateway Crossing, per an agreement with CSX and HHA. This total will help reduce the amount of unfunded premiums detailed on the consent forms.

Coverage & Deductibles

Auto & Equipment Liability - Deductible $500.00
Coverage for vehicle collision, comprehensive claims, PIP, and mobile equipment.

General Liability - Deductible $0
Covers claims when a third party alleges damage to property or bodily injury caused by the negligent act or omission by the City or City employee.

Law Enforcement Liability - Deductible $10,000
Police Liability claims are allegations against the City and our police officers arising from the performance of law enforcement.

Public Officials Liability - Deductible $10,000
Public Official Liability claims are allegations against the City government and/or its elected and appointed officials arising from the performance of legislative, executive and policymaking functions for the municipal government.

Property Coverage - Deductible $25,000
Covers property owned by the City such as buildings and tangible personal objects for physical damage and loss of use.

Employment Practices Liability Insurance (EPLI) Coverage - Deductible $10,000
EPLI covers discrimination, wrongful termination, harassment, breach of employment contract, and additional employment-related issues. This is coverage that has been separated out of Public Official Liability coverage.

The Fiscal 2026 premium will fluctuate slightly due to the addition or removal of property, vehicles, and mobile equipment. The premium total is above the budgeted monies for the Fiscal 2026 operating budget by $153,033. That total will be reduced to $70,828 after Gateway Crossing issues their payment for the Excess Liability Insurance.

Recommendation

With your approval, we will add the above insurance coverages for the Fiscal 2026 operating budget to the preliminary agenda of July 15, 2025, and for Mayor & Council approval on July 22, 2025.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annual Renewal for MUNIS DB Support/Software Licensing/Module - Tyler Technologies (Dallas, TX) $ 318,334.12

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Annual_MUNIS_Support.pdf	Signed Consent Form
IT_-_Annual_MUNIS_Support_and_Maintenance_Agreement.pdf	Annual MUNIS Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Annual MUNIS Support and Maintenance Agreement

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $~~302,704.59~~ 1,005,490 Account Balance: $~~800,000~~ 988,490 Unbudgeted Amount: $ Ø (2)

Fiscal Year: 26 Source of Funds: General Fund

Quantity	Description	Value
1	Annual renewal for MUNIS DB Support/Software Licensing/Module	$ 318,334.12
	Licensing for the City's Financial System for FY25/6 This covers ALL	
	modules (29 current) in the software bundle and includes annual tax	
	table updates.	
	TOTAL VALUE OF PROJECT $	$ 318,334.12

ABOVE TO BE USED FOR: This software is used as the city's financial system of record.

RECOMMENDED VENDOR: Business Name: Tyler Technolgies

Business Address: Po Box 203556

City/State/Zip: Dallas, TX 75320-3556

Bid/Proposal/Quote No.: Invoice#045-521941 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount
SOLE SOURCE	Sole sources due to proprietary software	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

6/23/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler France 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cameron 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

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Department Director or Manager: Oren Reed

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Fiscal Year: 26 Source of Funds: General Fund

Quantity	Description	Value
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	Licensing for the City's Financial System for FY25. This covers ALL	
	modules (29 current) in the software bundle and includes annual tax	
	table updates.	
	TOTAL VALUE OF PROJECT $	$ 318,334.12

ABOVE TO BE USED FOR: This software is used as the city's financial system of record.

RECOMMENDED VENDOR: Business Name: Tyler Technolgies

Business Address: Po Box 203556

City/State/Zip: Dallas, TX 75320-3556

Bid/Proposal/Quote No.: Invoice#045-521941 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SOLE SOURCE	Sole sources due to proprietary software	

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

6/23/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Franca 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Grum 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-521941	06/01/2025	1 of 3

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
2712 - MAIN - MAIN	227216		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
Contract No.: HAGERSTOWN, MD				
30/Apr/2009	TYLER SYSTEM MANAGEMENT SERVICES SUPPORT Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	30,555.00	30,555.00
29/Apr/2009	GUI UNLIMITED LICENSE SUPPORT Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	6,200.00	6,200.00
21/Apr/2009	SUPPORT & UPDATE LICENSING - ACCTG/GL/BUDGET/AP Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	34,441.44	34,441.44
21/Apr/2009	SUPPORT & UPDATE LICENSING - ACCOUNTS RECEIVABLE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	9,470.88	9,470.88
21/Apr/2009	SUPPORT & UPDATE LICENSING - APPLICANT TRACKING Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	2,486.14	2,486.14
21/Apr/2009	SUPPORT & UPDATE LICENSING- BUSINESS & VENDOR SELF SERVICE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,318.04	7,318.04
21/Apr/2009	SUPPORT & UPDATE LICENSING - BUSINESS OBJECTS Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	11,958.47	11,958.47
21/Apr/2009	SUPPORT & UPDATE LICENSING - CITIZEN SELF SERVICE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	9,470.88	9,470.88
21/Apr/2009	SUPPORT & UPDATE LICENSING - FIXED ASSETS Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	10,419.22	10,419.22
21/Apr/2009	SUPPORT & UPDATE LICENSING - GENERAL BILLING Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	4,305.70	4,305.70
21/Apr/2009	SUPPORT & UPDATE LICENSING- HUMAN RESOURCES MANAGEMENT Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	4,950.30	4,950.30
21/Apr/2009	SUPPORT & UPDATE LICENSING - INVENTORY Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	10,419.22	10,419.22
21/Apr/2009	SUPPORT & UPDATE LICENSING - TAX BILLING Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	18,237.24	18,237.24
21/Apr/2009	SUPPORT & UPDATE LICENSING - MUNIS ESRI INTERFACE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	3,658.99	3,658.99
21/Apr/2009	SUPPORT & UPDATE LICENSING - MUNIS OFFICE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,103.16	7,103.16
21/Apr/2009	SUPPORT & UPDATE LICENSING- PAYROLL WITH EMPLOYEE SELF SERVICE Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	10,117.55	10,117.55
21/Apr/2009	SUPPORT & UPDATE LICENSING - PROJECT ACCOUNTING Cycle: Start: 01/Jul/2025, End: 30/Jun/2026	1	7,834.54	7,834.54
21/Apr/2009	SUPPORT & UPDATE LICENSING - PURCHASE ORDERS	1	10,332.47	10,332.47

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-521941	06/01/2025	2 of 3

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
2712 - MAIN - MAIN	227216		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - REQUISITIONS	1	7,318.04	7,318.04
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - ROLE TAILORED DASHBOARD	1	7,103.16	7,103.16
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - TYLER CONTENT MANAGER	1	6,458.55	6,458.55
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - TREASURY MANAGEMENT	1	7,318.04	7,318.04
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - TYLER CASHIERING	1	13,776.57	13,776.57
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	TYLER FORM PROCESSING SUPPORT	1	5,979.25	5,979.25
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING - UTILITY BILLING CIS	1	17,650.47	17,650.47
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
21/Apr/2009	SUPPORT & UPDATE LICENSING- WORK ORDERS, FLEET & FACILITIES MANAGEMENT	1	13,022.45	13,022.45
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
29/Apr/2009	SUPPORT & UPDATE LICENSING - PERMITS & CODE ENFORCEMENT	1	10,552.11	10,552.11
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
29/Apr/2009	SUPPORT & UPDATE LICENSING - BUSINESS LICENSES	1	8,633.57	8,633.57
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
04/Aug/2016	TRANSPARENCY PORTAL	1	14,915.29	14,915.29
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
27/Jan/2020	ANNUAL PAYROLL TAX TABLE UPDATE	1	1,325.37	1,325.37
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
24/Jun/2022	Accounts Receivable - Maintenance	1	2,669.96	2,669.96
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			
24/Apr/2024	Utility Billing API Toolkit - Maintenance	1	2,332.05	2,332.05
	Cycle: Start: 01/Jul/2025, End: 30/Jun/2026			

tyler technologies

Remittance:
Tyler Technologies, Inc
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
045-521941	06/01/2025	3 of 3

Questions:
Tyler Technologies- ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Bill To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Ship To: CITY OF HAGERSTOWN
ATTN: SCOTT NICEWARNER
1 EAST FRANKLIN STREET
HAGERSTOWN, MD 21740

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
2712 - MAIN - MAIN	227216		USD	NET30	07/01/2025

Contract Date	Description	Units	Rate	Extended Price

****ATTENTION****
Order your checks and forms from Tyler Business Forms at 877-749-2090 or tylerbusinessforms.com to guarantee 100% compliance with your software.

Subtotal	318,334.12
Sales Tax	$0.00
Invoice Total	318,334.12

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Intellitime Annual Software and Maintenance Renewal - Intellitime Systems Corporation (Santa Ana, CA) $ 76,979.65

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Intellitime_Annual_Software_and_Maintenance_Renewal.pdf	Signed Consent Form
IT_-_Intellitime_Annual_Software_and_Maintenance_Renewal.pdf	Intellitime Annual Software and Maintenance Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Intellitime Annual Software and Maintenance Renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $~~76,979.65~~ 1,065,470 Account Balance: $~~800,000~~ 1,038,002 Unbudgeted Amount: $ 0 (1)

Fiscal Year: FY26 Source of Funds: General Fund - Operating

Quantity	Description	Value
1	Intellitime Systems Annual Support Contract	$ 74,737.52
1	Intellitime Systems 3% COLA Increase for FY~~25~~26	$ 2,242.13
	TOTAL VALUE OF PROJECT	$ $ 76,979.65

ABOVE TO BE USED FOR: Support and renewal of the city's time and attendance system.

RECOMMENDED VENDOR: Business Name: Intellitime Systems Corporation

Business Address: 1118 17th Street

City/State/Zip: Santa Ana, CA 92701

Bid/Proposal/Quote No.: INV 24-4266 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SOLE SOURCE	Sole source due to proprietary software	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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.
X	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

Signature / Date

Signature / Date 6/25/2025

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frear 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Carver 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Intellitime Annual Software and Maintenance Renewal

Account No: 0107200-537702 CIP Control No. _____

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City/State/Zip: Santa Ana, CA 92701

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COMMENTS

Signature / Date

6/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Carver 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Intellitime Systems Corporation
1118 17th St
Santa Ana, CA 92701
dpeters@intellitime.com
www.IntelliTime.com

IntelliTime Systems Corporation

INVOICE

BILL TO
Oren Reed City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740
Attn: Oren Reed

INVOICE	25-4354
DATE	06/06/2025
TERMS	Net 30
DUE DATE	07/06/2025

ACTIVITY	SKU	QTY	RATE	AMOUNT
FM-SUPPORTD IntelliTime Systems Corp. Annual Support Contract, Non-Taxable 7/10/2025-7/9/2026		1	74,737.52	74,737.52
FM-SUPPORTD IntelliTime Systems Corp. Annual Support Contract, Non-Taxable 3% COLA Increase		1	2,242.13	2,242.13

SUBTOTAL	76,979.65
TAX	0.00
TOTAL	76,979.65
BALANCE DUE	**$76,979.65**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Annual ESRI GIS Software Renewal - ESRI, Inc. (Redlands, CA) $ 39,700.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT-_ESRI_GIS_Annual_Software_Renewal.pdf	Signed Consent Form
IT_-_Annual_ESRI_GIS_Software_Renewal.pdf	Annual ESRI GIS Software Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 22 7/8/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: ESRI GIS Annual Software Renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $~~39,700~~ 1,065,470 Account Balance: $~~800,000~~ 670,156 Unbudgeted Amount: $ ~~0~~ (3)

Fiscal Year: FY26 Source of Funds: General Fund

Quantity	Description	Value
1	Annual ESRI GIS Software Renewal	$ 39,700.00
	TOTAL VALUE OF PROJECT	$ $ 39,700.00

ABOVE TO BE USED FOR: Renewal of ESRI GIS Enterprise License Agreement for ArcServer software and client software necessary to develop and maintain the GIS system.

RECOMMENDED VENDOR: Business Name: ESRI Inc

Business Address: 380 New York Street

City/State/Zip: Redlands, CA 92373

Bid/Proposal/Quote No.: Quote#26289964 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Sole Source	This is the software vendor for this	
	product	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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(1) Department Director and Division Manager

COMMENTS

Signature / Date

6/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: ESRI GIS Annual Software Renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $~~39,700~~ 1,065,470 Account Balance: $~~800,000~~ 670,156 Unbudgeted Amount: $ 0 (3)

Fiscal Year: FY26 Source of Funds: General Fund

Quantity	Description	Value
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	TOTAL VALUE OF PROJECT $	$ 39,700.00

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Business Name: ESRI Inc

Business Address: 380 New York Street

City/State/Zip: Redlands, CA 92373

Bid/Proposal/Quote No.: Quote#26289964 Sole Source? X Yes ____ No

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COMMENTS

Signature / Date

6/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler French 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cameron 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 06/18/2025
To: Rylee Ely
Organization: City of Hagerstown
Information Technology
Fax #: 301-739-3117 **Phone #:** 301-739-8577

From: Francisco L Mejia
Fax #: **Phone #:** + 19093694281 Ext. 4281
Email: fmejia@esri.com

Number of pages transmitted (including this cover sheet): 4

Quotation #26289964
Document Date: 06/18/2025

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
http://www.esri.com/apps/products/maintenance/qualifying.cfm

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
http://www.esri.com/legal/licensing/software-license.html

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.

esri® 380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Date: 06/18/2025 **Quotation Number:** 26289964 **Contract Number:** SMALL GOVT ELA US

Send Purchase Orders To:
Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Francisco L Mejia

Please include the following remittance address on your Purchase Order:
Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

City of Hagerstown
Information Technology
1 E Franklin St
Hagerstown MD 21740-4859
Attn: Rylee Ely
Email: rely@hagerstownmd.org
Phone: 301-739-8577
Customer Number: 25247

For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
		Per the terms and conditions in your Esri Enterprise License Agreement, your organization is required to provide an annual usage report. This report should detail all deployments made under this agreement for your previous term, and should be provided to Esri as an Excel spreadsheet. The annual usage report must include actual license counts by product, licensee, and location. Please return your report via email to ea_usage_reports@esri.com. Thank you in advance for your prompt attention to this matter.		
10	1	168178 Populations of 25,001 to 50,000 Small Government Enterprise Agreement Annual Subscription (Legacy) Start Date: 09/18/2025 End Date: 09/17/2026 Subscription ID: 3177385714	39,700.00	39,700.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at https://go.esri.com/maintenance
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.

380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Date: 06/18/2025 **Quotation Number:** 26289964 **Contract Number:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Item Subtotal		39,700.00
Estimated Tax		0.00
Total	**USD**	**39,700.00**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

380 New York Street
Redlands, CA 92373
Phone: + 190936942814281

Quotation

Date: 06/18/2025 **Quotation No:** 26289964 **Customer No:** 25247 **Contract No:** SMALL GOVT ELA US

Item	Qty	Material#	Unit Price	Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at https://www.esri.com/en-us/quote-order/renew.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf , and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at http://www.esri.com/en-us/legal/terms/state-supplemental apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Ninja RMM Renewal - Software House International (SHI) (Piscataway, NJ) $ 14,075.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Ninja_RMM_Renewal.pdf	Signed Consent Form
IT_-_Ninja_RMM_Renewal.pdf	Ninja RMM Renewal

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Ninja RMM renewal

Account No: 0107200-537702 CIP Control No. _____

Budget Amount: $~~14,075~~ 1,065,470 Account Balance: $~~14,075~~ 630,456 Unbudgeted Amount: $ 0 (4)

Fiscal Year: FY26 Source of Funds: General Fund - IT Operating Budget

Quantity	Description	Value
1	Covers annual maintenance and support for Ninja RMM	$ 14,075.00
	TOTAL VALUE OF PROJECT	$ $ 14,075.00

ABOVE TO BE USED FOR: _____

RECOMMENDED VENDOR: Business Name: Software House International (SHI)

Business Address: 33 Knightsbridge Road

City/State/Zip: Piscataway NJ 08854

Bid/Proposal/Quote No.: 26187110 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Sole Source	Sole source due to proprietary software	

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

Signature / Date

4/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/22/2025 Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Ninja RMM renewal

Account No: 0107200-537702 CIP Control No. _____

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City/State/Zip: Piscataway NJ 08854

Bid/Proposal/Quote No.: 26187110 Sole Source? X Yes ____ No

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COMMENTS

Signature / Date

Signature / Date 4/25/2025

(2) Purchasing Agent

COMMENTS

Approve

Signature / Date 7/10/25

(3) Chief Financial Officer

COMMENTS

Approve.

Signature / Date 07/11/25

(4) City Administrator

COMMENTS

Signature / Date

Pricing Proposal
Quotation #: 26187110
Created On: 5/13/2025
Valid Until: 6/30/2025

MD-City of Hagerstown

Oren Reed
1 E. FRANKLIN ST
ATTN: ACCOUNTS PAYABLE
Hagerstown, MD 21740
United States
Phone: 3017398577268
Fax:
Email: oreed@hagerstownmd.gov

Josh Smith
Phone:
Fax:
Email: Josh_Smith@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	Ninja Advanced Pro NinjaOne - Part#: NAR Contract Name: OMNIA Partners IT Solutions, Products & Services Contract #: 2024056-02 Coverage Term: 5/20/2025 – 5/19/2026 **Note:** ESD	625	$22.52	$14,075.00
			Total	$14,075.00

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Glessner Annual Maintenance/Pre-Paid Labor Renewal - Glessner Technologies (Hagerstown, MD) $ 26,748.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
IT_-_Glessner_Annual_Maintenance.pdf	Signed Consent Form
IT_-_Glessner_Annual_Maintenance_Agreement.pdf	Glessner Annual Maintenance Agreement

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/8/2025 (22) Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Glessner Annual Maintenance/Pre-Paid Labor renewal

Account No: 0107200-537801 (3,000) _____ CIP Control No. _____

Budget Amount: $~~27,000~~ 28,500 ccount Balance: $~~27,000~~ 28,500 Unbudgeted Amount: $ Ø

Fiscal Year: FY26 Source of Funds: General Fund - IT Operating Budget

Quantity	Description	Value
1	Covers annual maintenance and support from Glessner Technologies	$ 15,498.00
	or all telephone/telephony services at eight (8) separate city locations.	
	his renewal includes:	
	- All city phone systems, including renewal of the TASKE Call	
	center application and TAPIT call management software	
	- All HPD phone systems	
	- Support for REPLAY t1/T21-PRI lines	
125	- Hours of pre-paid support labor (billed at $90/hr)	$ 11,250.00
	TOTAL VALUE OF PROJECT $	$ 26,748.00

ABOVE TO BE USED FOR: Covers annnual maintenance and support for all City and HPD phone systems, as well as the TASKE and TAPIT Call Center and management applications. Also includes a discounted, pre-paid labor rate for support calls and service visits (125 hours).

RECOMMENDED VENDOR:

Business Name: Glessner Technologies

Business Address: 1216 Sherman Avenue

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 27321/27320 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Sole Source	Glessner is the sole source for the City	
	of Hagerstown's enterprise-wide	
	telephone/telephony service and support.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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

Signature / Date

6/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cameron 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25
Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: 7/8/2025 (22) Special Session Date: _____

Originating Department: Information Technology Division (if applicable): _____

Department Director or Manager: Oren Reed

Account/Project Name: Glessner Annual Maintenance/Pre-Paid Labor renewal

Account No: 0107200-537801 (3,000) _____ CIP Control No. _____

Budget Amount: ~~$27,000~~ 28,500 ccount Balance: ~~$27,000~~ 28,500 Unbudgeted Amount: $ Ø

Fiscal Year: FY26 Source of Funds: General Fund - IT Operating Budget

Quantity	Description	Value
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	or all telephone/telephony services at eight (8) separate city locations.	
	his renewal includes:	
	- All city phone systems, including renewal of the TASKE Call	
	center application and TAPIT call management software	
	- All HPD phone systems	
	- Support for REPLAY t1/T21-PRI lines	
125	- Hours of pre-paid support labor (billed at $90/hr)	$ 11,250.00
	TOTAL VALUE OF PROJECT $	$ 26,748.00

ABOVE TO BE USED FOR: Covers annnual maintenance and support for all City and HPD phone systems, as well as the TASKE and TAPIT Call Center and management applications. Also includes a discounted, pre-paid labor rate for support calls and service visits (125 hours).

RECOMMENDED VENDOR:

Business Name: Glessner Technologies

Business Address: 1216 Sherman Avenue

City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: 27321/27320 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Sole Source	Glessner is the sole source for the City	
	of Hagerstown's enterprise-wide	
	telephone/telephony service and support.	

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Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	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

Signature / Date

6/25/2025
Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cameron 07/11/25
Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

Glessner Technologies
Phone: (301) 797-1280
Fax: (301) 416-7174
1216 Sherman Ave
Hagerstown, MD 21740

Quote No.: 27321
Date: 6/4/2025

Prepared for:
Oren Reed (240) 983-5825
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740 United States

Prepared by: Darcy L. Kline
Account No.: 11386
Phone: (301) 790-3200

Quantity	Description	Sell	Total
	75% of any remaining hours to be carried over to next year and next year can be reduced accordingly		
	If prepaid is utilized labor rate exceeded the billing rate will become $ 110.00 per hour for the remainder of the period this agreement is in place		
	The prepaid labor is for projects, adds, moves, additions, etc. It does NOT include parts or hardware, the maintenance contracts do include parts for repairs only.		
1.00	Prepaid Labor w Rollover	$11,250.00	$11,250.00

Your Price: **$11,250.00**

Total: **$11,250.00**

Prices are firm until 8/4/2025 Terms: 100% Paid In Advance

Prepared by: Darcy L. Kline, darcyk@glessner.net **Date:** 6/4/2025

Accepted by: _____ **Date:**_____

Disclaimer

Customer agrees to pay Glessner Technologies the agreed amount within the terms set. Past due amounts will be subjected to 18% interest plus legal collection fees. This is an attachment to the sales agreement and is subject to all terms and conditions of the sales agreement. Customer acknowledges receipt of the complete sales agreement. Permit fees are not included and will be billed to customer at their actual cost. Customer to provide 120VAC power and/or outlets within 3 feet of Glessner control panels and equipment as needed.

Glessner Technologies
Phone: (301) 797-1280
Fax: (301) 416-7174
1216 Sherman Ave
Hagerstown, MD 21740

Quote No.: 27320
Date: 6/4/2025

Prepared for:
Oren Reed (240) 983-5825
City of Hagerstown
1 East Franklin Street
Hagerstown, MD 21740 United States

Prepared by: Darcy L. Kline
Account No.: 11386
Phone: (301) 790-3200

Quantity	Description	Sell	Total
	Maintenance coverage for **Water and sewer department** **Water Plant Smithsburg** **14 N Potomac St.** **Fire Department** **Water Plant - Williamsport** **City Hagerstown City Hall** **Water Department** **Light Department** **12 Months of warranty and labor support for all phone systems attached to the campus network for the City Hagerstown, including the phones (Exception is HPD)**		
1.00	Provide Extended Warranty coverage until 06/30/2024	$15,498.00	$15,498.00
	THIS OPTIONAL MAINTENANCE PLAN OFFER COVERS THE LISTED EQUIPMENT INSTALLED. Benefits of Maintenance Plan: Replacement of parts including labor for all covered service calls during normal business hours. No deductible for covered calls. Priority service scheduling. *All technical service by insured, trained and bonded personnel licensed by the MD State Police* ***THE WARRANTY IS NON-REFUNDABLE* ****PLEASE SEE THE TERMS ON THE ATTACHED MAINTENANCE AGREEMENT* *With the purchase of your warranty you are entitled to a one-time service check of the phone system. We will check the back-up batteries (which are not covered under the warranty) and error logs. Also, we will make a back up of your programming that you can copy to your network. This prevents extended downtime due to system outages. Upon checking the backup batteries if the technician finds they should be replaced, he will notify you, there will be an additional charge.*		

Your Price: **$15,498.00**

Total: **$15,498.00**

Prices are firm until 8/1/2025 Terms: 100% Paid In Advance

Prepared by: Darcy L. Kline, darcyk@glessner.net **Date:** 6/4/2025

Accepted by: _____ **Date:** _____

Disclaimer

Customer agrees to pay Glessner Technologies the agreed amount within the terms set. Past due amounts will be subjected to 18% interest plus legal collection fees. This is an attachment to the sales agreement and is subject to all terms and conditions of the sales agreement. Customer acknowledges receipt of the complete sales agreement. Permit fees are not included and will be billed to customer at their actual cost. Customer to provide 120VAC power and/or outlets within 3 feet of Glessner control panels and equipment as needed.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Burnap Parking Lot Improvements (City Park) - Patton Construction Company (Lanham, MD) $ 500,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_Burnap_Parking_Lot_Improvements.pdf	Burnap Parking Lot Improvements

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: Burnap Parking Lot Improvements (City Park)

Account No: 4545000-5594 CIP Control No. C0522

Budget Amount: $~~500,000~~ 540,000 Account Balance: $~~509,793~~ 540,000 Unbudgeted Amount: $0

Fiscal Year: FY 26 Source of Funds: Highway User Revenue ($365 K) & POS Grant ($135 K)

Quantity	Description	Value
1	Improvements to Burnap Parking Lot	$ 447,350.00
	Inspection & testing	$ 6,000.00
	Contingency	$ 46,650.00
	TOTAL VALUE OF PROJECT	$ $ 500,000.00

ABOVE TO BE USED FOR: Reconstruction of Burnap Parking Lot near the City Park tennis courts, including pavement, curbs, sidewalks, and landscaping.

RECOMMENDED VENDOR: Business Name: Patton Construction Company

Business Address: 7404 Executive Place, Suite 1018

City/State/Zip: Lanham, MD 20706

Bid/Proposal/Quote No.: 25-BPS-04 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
SFMS, Inc.	Bethesda, MD	$490,549
DIR Construction	Laurel, MD	$543,555
MIM Construction	Mt. Airy, MD	$546,437
Huntzberry Brothers, Inc.	Smithsburg, MD	$579,341
F.O. Day Company	Rockville, MD	$579,477
Henson & Son, Inc.	Hagerstown, MD	$602,350
First Fruits Excavating	Ridgeley, MD	$639,862

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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.
X	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 Recommend award of contract to Patton Construction for improvements to the Burnap Parking Lot.

J L B 7/3/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS Approve
Vendor will need setup in Munis

Tyler Fiery 7/9/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michele Long 7/9/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

7/11/25
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
FY26 Pavement Preservation Contract - Craig Paving (Hagerstown, MD) $ 1,500,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Engineering_-_FY26_Pavement_Preservation_Contract.pdf	FY26 Pavement Preservation Contract

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Engineering Division (if applicable): _____

Department Director or Manager: Jim Bender

Account/Project Name: FY 26 Pavement Preservation Contract

Account No: 4509004-5594 CIP Control No. C0025

Budget Amount: $1,500,000 Account Balance: $1,500,000 Unbudgeted Amount: $0

Fiscal Year: FY 26 Source of Funds: Highway User Revenue + ~~CIP Fund Balance~~ PJ HUR

Quantity	Description	Value
1	Pavement Preservation	$ 1,500,000.00
	Extension of existing contract	
	Funding Sources - Highway User Revenue $1,500,000	
	Expenditures - Pavement Preservation $1,495,000 (C0025)	
	Testing/Miscellaneous $ 5,000	
	TOTAL $1,500,000	
	TOTAL VALUE OF PROJECT	$ $ 1,500,000.00

ABOVE TO BE USED FOR: Milling, overlaying, patching, and crack filling streets (second year of a two-year contract with vendor)

RECOMMENDED VENDOR: Business Name: Craig Paving (Actual bid $1,486,350)

Business Address: 118 Hump Road

City/State/Zip: Hagerstown, MD

Bid/Proposal/Quote No.: 24-PP-07 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
C. William Hetzer, Inc.	Hagerstown, MD	$1,524,845.00

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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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	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 Annual expenditure to maintain roadway pavement conditions as part of the City's Pavement Preservation Program.

7/3/25
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

7/7/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

7/7/25
Signature / Date

(4) City Administrator

COMMENTS

Approve

7/11/25
Signature / Date

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Maintenance Agreements for Janitorial Services at Multiple Locations - Ragland Cleaning Services (Hagerstown, MD) $ 52,780.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Public_Works_-_Janitorial_Services.pdf	Signed Consent Form
Consent_Ragland_Cleaning_Services_Council_Packet.pdf	Consent: Ragland

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Public Works, HFD Division (if applicable): Building Maintenance

Department Director or Manager: Eric B. Deike

Account/Project Name: Maintenance Agreements; Janitorial Services

Account No: See below CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 25/26 Source of Funds: General Fund, Property Management, Enterprise

Quantity	Description	Value
1	Janitorial Services - Elizabeth Hager Center (5874001-5378) (PM)	$ 20,800.00
1	Janitorial Services - Fire Administration (0112001-5322) (GF)	$ 18,000.00
1	Janitorial Services - Fire Training Center (0112001-5373) (GF)	$ 2,600.00
1	Janitorial Services - Parks Office (0145000-5329) (GF)	$ 4,420.00
1	Janitorial Services - Parks Lunch Room (0145000-5329) (GF)	$ 1,040.00
1	Janitorial Services - Fit Room Recreation (0140001-5329) (GF)	$ 3,120.00
1	Janitorial Services - Golf Pro Shop (5740404-5329) (Enterprise)	$ 2,080.00
1	Janitorial Services - Hager Visitor Center Restrooms 0140402-5329 GF	$ 720.00
	TOTAL VALUE OF PROJECT $	$ 52,780.00

ABOVE TO BE USED FOR: Janitorial services for multiple locations including the new HFD administrative offices, fire training center, Elizabeth Hager Center (lobby, restrooms), Parks office and lunch room, Fit Room at Fairgrounds Park, Golf Pro Shop, and the Hager House Visitor Center restrooms.

RECOMMENDED VENDOR:

Business Name: Ragland Cleaning Services
Business Address: 910 Corbett Street
City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Ragland Cleaning Services were se	cured when Stockwell janitorial services	
unexpectedly closed in 2023.	Ragland has provided exemplary service	
for multiple locations. This will	continue their services for FY26.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	FOCUS AREA	GOAL STATEMENT
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	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 Ragland continues to provide great services at multiple locations as requested of them. Staff is providing 1 consent form to cover all the locations within Public Works and locations requested by HFD.

EB 7/9/2025
Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Bruce 7/14/25
Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve

Michelle Hepburn 7/14/25
Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25
Signature / Date

	CITY OF HAGERSTOWN - PARKS & RECREATION							
Contract Term	**Dept.**	**Area**	**Location**	**Frequency**	**Cost Per Visit**	**Annual Cost**	**G/L**	
1 yr. 1yr auto renwal	Parks & Rec	Office	351 N. Cleveland Avenue	Weekly	$ 85.00	$ 4,420.00	0145000-5329	
1 yr. 1yr auto renwal	Parks & Rec	Shop - Lunchroom	351 N. Cleveland Avenue	Bi-Weekly	$ 40.00	$ 1,040.00	0145000-5329	
1 yr. 1yr auto renwal	Parks & Rec	Fit Room	532 N. Cannon Avenue	Weekly	$ 60.00	$ 3,120.00	0140001-5329	
1 yr. 1yr auto renwal	Parks & Rec	Golf Pro Shop	2 S. Cleveland Avenue	Weekly	$ 40.00	$ 2,080.00	5740404-5329	
1 yr. 1yr auto renwal	Parks & Rec	Hager Museum	110 Key Street	Monthly	$ 60.00	$ 720.00	0140402-5329	
								$11,380.00
month to month	PW	EHC	14 N. Potomac St.	Daily	$80.00	$20,800.00	5874001-5378	$20,800.00
month to month	HFD	Training Center		Weekly	$50.00	$2,600.00	0112001-5373	$2,600.00
month to month	HFD	Admin Office	926 Eldridge Dr.	Monthly	$1,500	$18,000.00	0112001-5322	$18,000.00
								$52,780.00

Ragland Cleaning Services Proposal

Customized Exclusively For:

Hagerstown Fire Dept



Date: 6-26-2025

Customer Hagerstown Fire Dept.

To Whom It May Concern;

Thank you for allowing us to present you with our maintenance service proposal customized to your facility's requirements.

Cleanliness and the general appearance of your facility is of paramount importance. We understand your concerns and feel confident that Ragland Cleaning Services can exceed your expectations and become your vendor of choice.

During our recent discussion you identified some key areas as service priorities within your facility. As your service providers, we will pay special attention to:

- Proper sanitizing and disinfecting of "Restrooms"
- Dusting and removal of cobwebs and dust in high areas
- Spot clean light switches and walls

Once you choose Ragland Cleaning Services as your maintenance service company, you will find that our knowledgeable and thoroughly trained staff will provide the high level of service your facility requires. Our service will enhance and maintain the professional environment of your facility. Ragland Cleaning Services is a receptive company that is as flexible as it is comprehensive. We are a full service company that can provide you with all aspects of your cleaning needs including additional or special services when they are needed.

I personally invite you to spend a few minutes to review the enclosed material. It will help provide a clear understanding of our company, our unique approach to the cleaning industry, and how you can have the best quality cleaning at the most reasonable price.

Thank you for your time and the chance to discuss the many benefits Ragland Cleaning Services has to offer.

Sincerely,

Jamie Ragland
Owner

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	~~N~~ times weekly / monthly
Spot Clean Doors, frames, walls, and switches	N times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	~~N~~ times weekly / monthly
Wipe down baseboards	1 times weekly / (monthly)
Vacuum and/or wipe fabric/leather/plastic furniture	~~N~~ times weekly / monthly
Clean and polish chrome chairs and table legs	N times weekly / monthly
Dust all venation blinds	1 times weekly / (monthly)
Dust ceiling vents, light fixtures and picture frames	~~N~~ times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	N times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	5 times (weekly) / monthly
Restock kitchen paper and soap products	5 times (weekly) / monthly
Clean and disinfect exterior of appliances	N times weekly / monthly
Clean microwave inside and outside	N times weekly / monthly

___/___

Initial/ Initial

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	N times weekly / monthly
Spot Clean Doors, frames, walls, and switches	N times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	N times weekly / monthly
Wipe down baseboards	N times weekly / monthly
Vacuum and/or wipe fabric/leather/plastic furniture	N times weekly / monthly
Clean and polish chrome chairs and table legs	N times weekly / monthly
Dust all venation blinds	N times weekly / monthly
Dust ceiling vents, light fixtures and picture frames	N times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	N times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	5 times (weekly) / monthly
Restock kitchen paper and soap products	5 times (weekly) / monthly
Clean and disinfect exterior of appliances	N times weekly / monthly
Clean microwave inside and outside	N times weekly / monthly

___/___

Initial/ Initial

RESTROOMS

Clean and polish restroom dispensers and fixtures	5 times weekly / monthly
Clean and disinfect sinks, toilets, and urinals	5 times weekly / monthly
Spot clean tile walls and toilet partitions	5 times weekly / monthly
Wash restroom floors with germicidal cleaner	5 times weekly / monthly
Clean and polish restroom metal and mirrors	5 times weekly / monthly
Restock restroom paper and soap products	5 times weekly / monthly
Wash restroom partition with germicidal cleaner	5 times weekly / monthly
Clean and sanitize sanitary napkin dispensers	5 times weekly / monthly

SPECIAL FLOOR CARE SERVICES

Spray buff floors	____ times wkly / monthly / year
Machine scrub floors	____ times wkly / monthly / year
Scrub & Recoat floors	____ times wkly / monthly / year
Strip & Wax floors	____ times wkly / monthly / year
Hot water extract carpets	____ times wkly / monthly / year

ADDITIONAL DUTIES

_____	____ times weekly / monthly
_____	____ times weekly / monthly
_____	____ times weekly / monthly

CLOSING INSTRUCTIONS

Clean and organize janitor closet	____times weekly / monthly
Turn off lights as instructed	____times weekly / monthly
Set alarms as instructed	____ times weekly / monthly

OTHER CLOSING INSTRUCTIONS NOT LISTED ABOVE

_____

_____

____/____

Initial/ initial

RAGLAND CLEANING SERVICES ***cleaning contract*** month to month

The Undersigned Hagerstown Fire Dept. ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at:

Address: 926 Eldridge Dr.
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 5 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. ~~Window Washing~~	$ 1500.00	For a month
f. Initial Cleaning	$ 50.00	*to include* Training Center
g. Other	$_____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

_____/_____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Mon - Friday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

SIGNATURE *DATE*

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES

SIGNATURE 6-26-2025
DATE

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ ———
DATE

Ragland Cleaning Services Proposal

Customized Exclusively For:

City of Hagerstown / Elizabeth Hager Center



Date: 6-27-2025

Customer City of Hagerstown

To Whom It May Concern;

Thank you for allowing us to present you with our maintenance service proposal customized to your facility's requirements.

Cleanliness and the general appearance of your facility is of paramount importance. We understand your concerns and feel confident that Ragland Cleaning Services can exceed your expectations and become your vendor of choice.

During our recent discussion you identified some key areas as service priorities within your facility. As your service providers, we will pay special attention to:

- Proper sanitizing and disinfecting of "Restrooms"
- Dusting and removal of cobwebs and dust in high areas
- Spot clean light switches and walls

Once you choose Ragland Cleaning Services as your maintenance service company, you will find that our knowledgeable and thoroughly trained staff will provide the high level of service your facility requires. Our service will enhance and maintain the professional environment of your facility. Ragland Cleaning Services is a receptive company that is as flexible as it is comprehensive. We are a full service company that can provide you with all aspects of your cleaning needs including additional or special services when they are needed.

I personally invite you to spend a few minutes to review the enclosed material. It will help provide a clear understanding of our company, our unique approach to the cleaning industry, and how you can have the best quality cleaning at the most reasonable price.

Thank you for your time and the chance to discuss the many benefits Ragland Cleaning Services has to offer.

Sincerely,

Jamie Ragland
Owner

Common Areas / Stairwells / Restrooms / Elevator

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	N times weekly / monthly
Spot Clean Doors, frames, walls, and switches	N times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	N times weekly / monthly
Wipe down baseboards	1 times weekly / (monthly)
Vacuum and/or wipe fabric/leather/plastic furniture	N times weekly / monthly
Clean and polish chrome chairs and table legs	N times weekly / monthly
Dust all venation blinds	N times weekly / monthly
Dust ceiling vents, light fixtures and picture frames	N times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	N times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	N times weekly / monthly
Restock kitchen paper and soap products	N times weekly / monthly
Clean and disinfect exterior of appliances	N times weekly / monthly
Clean microwave inside and outside	N times weekly / monthly

___/___

Initial/ Initial

RESTROOMS

Clean and polish restroom dispensers and fixtures	5 times weekly / monthly
Clean and disinfect sinks, toilets, and urinals	5 times weekly / monthly
Spot clean tile walls and toilet partitions	5 times weekly / monthly
Wash restroom floors with germicidal cleaner	5 times weekly / monthly
Clean and polish restroom metal and mirrors	5 times weekly / monthly
Restock restroom paper and soap products	5 times weekly / monthly
Wash restroom partition with germicidal cleaner	5 times weekly / monthly
Clean and sanitize sanitary napkin dispensers	5 times weekly / monthly

SPECIAL FLOOR CARE SERVICES

Spray buff floors	1 times wkly / monthly / year
Machine scrub floors	1 times wkly / monthly / year
Scrub & Recoat floors	____ times wkly / monthly / year
Strip & Wax floors	____ times wkly / monthly / year
Hot water extract carpets	____ times wkly / monthly / year

ADDITIONAL DUTIES

_____	____ times weekly / monthly
_____	____ times weekly / monthly
_____	____ times weekly / monthly

CLOSING INSTRUCTIONS

Clean and organize janitor closet	____ times weekly / monthly
Turn off lights as instructed	____ times weekly / monthly
Set alarms as instructed	____ times weekly / monthly

OTHER CLOSING INSTRUCTIONS NOT LISTED ABOVE

_____

_____

____/____

Initial/ Initial

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Elizabeth Hager Center

Address: 14 N Potomac Street
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: Cost per visit $ 80.00

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 5 times per ~~week~~/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub ~~& Recoat Floors~~	$____	include in price
c. Burnish Floors	$____	include in price
d. Hot Water Extract Carpets	$____	_____
e. Window Washing	$____	_____
f. Initial Cleaning	$____	*to include* _____
g. Other	$____	_____

Additional services accepted by: _____
Signature

month to month

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial/Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Mon. - Friday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-26-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Golf Pro Shop

Address: 2 South Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 1 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 40.00	*to include* Two Bathrooms and Little Hallway
g. Other	$_____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Monday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

CONTRACT VOID AFTER: _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Park's and Recreation office

Address: 351 N Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 1 times per (week)/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 85.00	*to include* 2nd visit bathrooms Hall
g. Other	$_____	offices and lunchroom

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

_____ / _____
Initial *Initial*

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

MONDAY
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Fit Room

Address: 532 N Cannon Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: Cleaning of Hall Two Bathrooms Dustmop & watmop Floors Empty trash can's Clean Big Sink in Hall

1. RAGLANDS service charge will be $ 60.00 per visit

   $ 0 **plus applicable tax** per month, to include a 1 times per ~~week~~/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____		_____
b. Scrub & Recoat Floors	$_____		_____
c. Burnish Floors	$_____		_____
d. Hot Water Extract Carpets	$_____		_____
e. Window Washing	$_____		_____
f. Initial Cleaning	$ 60.00	*to include*	_____
g. Other	$_____		_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

___/___
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Monday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Lunchroom in garage

Address: 351 N Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: Cleaning of lunchroom in garage

1. RAGLANDS service charge will be 40.00 per visit Bi-weekly
   $ 0 **plus applicable tax** per month, to include a 1 times per ~~week/month~~ service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 40.00	*to include* _____
g. Other	$_____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

_____ /
Initial/Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

MONDAY
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Hagar Museum

Address: 110 Key Street
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be 60.00 per visit

   $ 0 **plus applicable tax** per month, to include a 1 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub & Recoat Floors	$____	_____
c. Burnish Floors	$____	_____
d. Hot Water Extract Carpets	$____	_____
e. Window Washing	$____	_____
f. Initial Cleaning	$ 60.00	*to include* Cleaning Two Bathrooms
g. Other	$____	And Museum lobby Dusting Glass tops

Additional services accepted by: And Floors Dustmop & wetmop
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

ONE DAY A MONTH
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

SIGNATURE *DATE*

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES

SIGNATURE 6-28-2025 *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ ____
DATE

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: _____

Originating Department: Public Works, HFD Division (if applicable): Building Maintenance

Department Director or Manager: Eric B. Deike

Account/Project Name: Maintenance Agreements; Janitorial Services

Account No: See below CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: 25/26 Source of Funds: General Fund, Property Management, Enterprise

Quantity	Description	Value
1	Janitorial Services - Elizabeth Hager Center (5874001-5378) (PM)	$ 20,800.00
1	Janitorial Services - Fire Administration (0112001-5322) (GF)	$ 18,000.00
1	Janitorial Services - Fire Training Center (0112001-5373) (GF)	$ 2,600.00
1	Janitorial Services - Parks Office (0145000-5329) (GF)	$ 4,420.00
1	Janitorial Services - Parks Lunch Room (0145000-5329) (GF)	$ 1,040.00
1	Janitorial Services - Fit Room Recreation (0140001-5329) (GF)	$ 3,120.00
1	Janitorial Services - Golf Pro Shop (5740404-5329) (Enterprise)	$ 2,080.00
1	Janitorial Services - Hager Visitor Center Restrooms 0140402-5329 GF	$ 720.00
	TOTAL VALUE OF PROJECT	$ $ 52,780.00

ABOVE TO BE USED FOR: Janitorial services for multiple locations including the new HFD administrative offices, fire training center, Elizabeth Hager Center (lobby, restrooms), Parks office and lunch room, Fit Room at Fairgrounds Park, Golf Pro Shop, and the Hager House Visitor Center restrooms.

RECOMMENDED VENDOR: Business Name: Ragland Cleaning Services
Business Address: 910 Corbett Street
City/State/Zip: Hagerstown, MD 21740

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Ragland Cleaning Services were se	cured when Stockwell janitorial services	
unexpectedly closed in 2023.	Ragland has provided exemplary service	
for multiple locations. This will	continue their services for FY26.	

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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 Ragland continues to provide great services at multiple locations as requested of them. Staff is providing 1 consent form to cover all the locations within Public Works and locations requested by HFD.

Signature / Date

Signature / Date

(2) Purchasing Agent

COMMENTS

Signature / Date

(3) Chief Financial Officer

COMMENTS

Signature / Date

(4) City Administrator

COMMENTS

Signature / Date

CITY OF HAGERSTOWN - PARKS & RECREATION

Contract Term	Dept.	Area	Location	Frequency	Cost Per Visit	Annual Cost	G/L	
1 yr. 1yr auto renwal	Parks & Rec	Office	351 N. Cleveland Avenue	Weekly	$ 85.00	$ 4,420.00	0145000-5329	
1 yr. 1yr auto renwal	Parks & Rec	Shop - Lunchroom	351 N. Cleveland Avenue	Bi-Weekly	$ 40.00	$ 1,040.00	0145000-5329	
1 yr. 1yr auto renwal	Parks & Rec	Fit Room	532 N. Cannon Avenue	Weekly	$ 60.00	$ 3,120.00	0140001-5329	
1 yr. 1yr auto renwal	Parks & Rec	Golf Pro Shop	2 S. Cleveland Avenue	Weekly	$ 40.00	$ 2,080.00	5740404-5329	
1 yr. 1yr auto renwal	Parks & Rec	Hager Museum	110 Key Street	Monthly	$ 60.00	$ 720.00	0140402-5329	
								$11,380.00
month to month	PW	EHC	14 N. Potomac St.	Daily	$80.00	$20,800.00	5874001-5378	$20,800.00
month to month	HFD	Training Center		Weekly	$50.00	$2,600.00	0112001-5373	$2,600.00
month to month	HFD	Admin Office	926 Eldridge Dr.	Monthly	$1,500	$18,000.00	0112001-5322	$18,000.00
								$52,780.00

Ragland Cleaning Services Proposal

Customized Exclusively For:

Hagerstown Fire Dept



Date: 6-26-2025

Customer Hagarstown Fire Dept.

To Whom It May Concern;

Thank you for allowing us to present you with our maintenance service proposal customized to your facility's requirements.

Cleanliness and the general appearance of your facility is of paramount importance. We understand your concerns and feel confident that Ragland Cleaning Services can exceed your expectations and become your vendor of choice.

During our recent discussion you identified some key areas as service priorities within your facility. As your service providers, we will pay special attention to:

- Proper sanitizing and disinfecting of "Restrooms"
- Dusting and removal of cobwebs and dust in high areas
- Spot clean light switches and walls

Once you choose Ragland Cleaning Services as your maintenance service company, you will find that our knowledgeable and thoroughly trained staff will provide the high level of service your facility requires. Our service will enhance and maintain the professional environment of your facility. Ragland Cleaning Services is a receptive company that is as flexible as it is comprehensive. We are a full service company that can provide you with all aspects of your cleaning needs including additional or special services when they are needed.

I personally invite you to spend a few minutes to review the enclosed material. It will help provide a clear understanding of our company, our unique approach to the cleaning industry, and how you can have the best quality cleaning at the most reasonable price.

Thank you for your time and the chance to discuss the many benefits Ragland Cleaning Services has to offer.

Sincerely,

Jamie Ragland
Owner

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	N times weekly / monthly
Spot Clean Doors, frames, walls, and switches	N times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	N times weekly / monthly
Wipe down baseboards	1 times weekly / (monthly)
Vacuum and/or wipe fabric/leather/plastic furniture	N times weekly / monthly
Clean and polish chrome chairs and table legs	N times weekly / monthly
Dust all venation blinds	1 times weekly / (monthly)
Dust ceiling vents, light fixtures and picture frames	N times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	N times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	5 times (weekly) / monthly
Restock kitchen paper and soap products	5 times (weekly) / monthly
Clean and disinfect exterior of appliances	N times weekly / monthly
Clean microwave inside and outside	N times weekly / monthly

____/____

Initial/ Initial

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	N times weekly / monthly
Spot Clean Doors, frames, walls, and switches	N times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	N times weekly / monthly
Wipe down baseboards	N times weekly / monthly
Vacuum and/or wipe fabric/leather/plastic furniture	N times weekly / monthly
Clean and polish chrome chairs and table legs	N times weekly / monthly
Dust all venation blinds	N times weekly / monthly
Dust ceiling vents, light fixtures and picture frames	N times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	N times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	5 times (weekly) / monthly
Restock kitchen paper and soap products	5 times (weekly) / monthly
Clean and disinfect exterior of appliances	N times weekly / monthly
Clean microwave inside and outside	N times weekly / monthly

____/____
Initial/ Initial

RESTROOMS

Clean and polish restroom dispensers and fixtures	5 times (weekly) / monthly
Clean and disinfect sinks, toilets, and urinals	5 times (weekly) / monthly
Spot clean tile walls and toilet partitions	5 times (weekly) / monthly
Wash restroom floors with germicidal cleaner	5 times (weekly) / monthly
Clean and polish restroom metal and mirrors	5 times (weekly) / monthly
Restock restroom paper and soap products	5 times (weekly / monthly
Wash restroom partition with germicidal cleaner	5 times (weekly) / monthly
Clean and sanitize sanitary napkin dispensers	5 times (weekly) / monthly

SPECIAL FLOOR CARE SERVICES

Spray buff floors	____ times wkly / monthly / year
Machine scrub floors	____ times wkly / monthly / year
Scrub & Recoat floors	____ times wkly / monthly / year
Strip & Wax floors	____ times wkly / monthly / year
Hot water extract carpets	____ times wkly / monthly / year

ADDITIONAL DUTIES

_____	____ times weekly / monthly
_____	____ times weekly / monthly
_____	____ times weekly / monthly

CLOSING INSTRUCTIONS

Clean and organize janitor closet	____times weekly / monthly
Turn off lights as instructed	____times weekly / monthly
Set alarms as instructed	____ times weekly / monthly

OTHER CLOSING INSTRUCTIONS NOT LISTED ABOVE

_____

_____

____ / ____

Initial/ Initial

RAGLAND CLEANING SERVICES ***cleaning contract*** month to month

The Undersigned Hagerstown Fire Dept. ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at:

Address: 926 Eldridge Dr.
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ C **plus applicable tax** per month, to include a 5 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub & Recoat Floors	$____	_____
c. Burnish Floors	$____	_____
d. Hot Water Extract Carpets	$____	_____
e. ~~Window Washing~~	$ 1500.00	For a month
f. Initial Cleaning	$ 50.00	*to include* Training Center
g. Other	$____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Mon - Friday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

SIGNATURE *DATE*

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES

SIGNATURE 6-26-2025 *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ ———
DATE

Ragland Cleaning Services Proposal

Customized Exclusively For:

City of Hagerstown / Elizabeth Hager Center



Date: 6-27-2025

Customer City of Hagerstown

To Whom It May Concern;

Thank you for allowing us to present you with our maintenance service proposal customized to your facility's requirements.

Cleanliness and the general appearance of your facility is of paramount importance. We understand your concerns and feel confident that Ragland Cleaning Services can exceed your expectations and become your vendor of choice.

During our recent discussion you identified some key areas as service priorities within your facility. As your service providers, we will pay special attention to:

- Proper sanitizing and disinfecting of "Restrooms"
- Dusting and removal of cobwebs and dust in high areas
- Spot clean light switches and walls

Once you choose Ragland Cleaning Services as your maintenance service company, you will find that our knowledgeable and thoroughly trained staff will provide the high level of service your facility requires. Our service will enhance and maintain the professional environment of your facility. Ragland Cleaning Services is a receptive company that is as flexible as it is comprehensive. We are a full service company that can provide you with all aspects of your cleaning needs including additional or special services when they are needed.

I personally invite you to spend a few minutes to review the enclosed material. It will help provide a clear understanding of our company, our unique approach to the cleaning industry, and how you can have the best quality cleaning at the most reasonable price.

Thank you for your time and the chance to discuss the many benefits Ragland Cleaning Services has to offer.

Sincerely,

Jamie Ragland
Owner

Commons Areas / stairwells / Restrooms / Elevator

RAGLAND CLEANING SERVICES work schedule:

Category / Service	*How Often?*
GENERAL CLEANING	
Dust and Clean Fixtures And Office Furniture	2 times weekly / monthly
Spot Clean Doors, frames, walls, and switches	2 times weekly / monthly
Empty trash cans	5 times (weekly) / monthly
Clean entrance and partition glass, remove smudges	5 times (weekly) / monthly
Clean and sanitize drinking fountains/coolers	5 times (weekly) / monthly
Clean and sanitize telephones	2 times weekly / monthly
Wipe down baseboards	1 times weekly (monthly)
Vacuum and/or wipe fabric/leather/plastic furniture	2 times weekly / monthly
Clean and polish chrome chairs and table legs	2 times weekly / monthly
Dust all venation blinds	2 times weekly / monthly
Dust ceiling vents, light fixtures and picture frames	2 times weekly / monthly
FLOOR MAINTENANCE	
Vacuum all carpeted areas	5 times (weekly) / monthly
Spot removal on carpets	2 times weekly / monthly
Dust mop ceramic and resilient floor areas	5 times (weekly) / monthly
Damp mop ceramic and resilient floor areas	5 times (weekly) / monthly
KITCHEN/ LUNCH EATING AREAS	
Clean and disinfect kitchen counters and tables	2 times weekly / monthly
Restock kitchen paper and soap products	2 times weekly / monthly
Clean and disinfect exterior of appliances	2 times weekly / monthly
Clean microwave inside and outside	2 times weekly / monthly

____/____

Initial/ Initial

RESTROOMS

Clean and polish restroom dispensers and fixtures	5 times weekly / monthly
Clean and disinfect sinks, toilets, and urinals	5 times weekly / monthly
Spot clean tile walls and toilet partitions	5 times weekly / monthly
Wash restroom floors with germicidal cleaner	5 times weekly / monthly
Clean and polish restroom metal and mirrors	5 times weekly / monthly
Restock restroom paper and soap products	5 times weekly / monthly
Wash restroom partition with germicidal cleaner	5 times weekly / monthly
Clean and sanitize sanitary napkin dispensers	5 times weekly / monthly

SPECIAL FLOOR CARE SERVICES

Spray buff floors	1 times wkly / monthly / year
Machine scrub floors	1 times wkly / monthly / year
Scrub & Recoat floors	____ times wkly / monthly / year
Strip & Wax floors	____ times wkly / monthly / year
Hot water extract carpets	____ times wkly / monthly / year

ADDITIONAL DUTIES

_____	____ times weekly / monthly
_____	____ times weekly / monthly
_____	____ times weekly / monthly

CLOSING INSTRUCTIONS

Clean and organize janitor closet	____times weekly / monthly
Turn off lights as instructed	____times weekly / monthly
Set alarms as instructed	____ times weekly / monthly

OTHER CLOSING INSTRUCTIONS NOT LISTED ABOVE

_____

_____

____/____

Initial/ Initial

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Elizabeth Hager Center

Address: 14 W Potomac Street
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: cost per visit $ 80.00

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 5 times per ~~week~~/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub ~~& Recoat Floors~~	$____	include in price
c. Burnish Floors	$____	include in price
d. Hot Water Extract Carpets	$____	_____
e. Window Washing	$____	_____
f. Initial Cleaning	$____	*to include* _____
g. Other	$____	_____

Additional services accepted by: _____
Signature

month to month

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

__/__
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Mon - Friday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

SIGNATURE *DATE*

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES

SIGNATURE 6-28-2025 *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ ———
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Golf Pro Shop

Address: 2 South Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 1 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 40.00	*to include* Two Bathrooms and Little Hallway
g. Other	$_____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

___/___
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Monday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

CONTRACT VOID AFTER: _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S "), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Parks and Recreation office

Address: 351 N Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be

   $ 0 **plus applicable tax** per month, to include a 1 times per week/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 85.00	*to include* per visit bathrooms Hall
g. Other	$_____	offices and lunchroom

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

_____ / _____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

MONDAY
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Fit Room

Address: 532 N Cannon Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: Cleaning of Hall Two Bathrooms Dustmop & wetmop floors Empty trash can's Clean Big Sink in Hall

1. RAGLANDS service charge will be $ 60.00 per visit

   $ 0 **plus applicable tax** per month, to include a 1 times per ~~week~~/month service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$_____	_____
b. Scrub & Recoat Floors	$_____	_____
c. Burnish Floors	$_____	_____
d. Hot Water Extract Carpets	$_____	_____
e. Window Washing	$_____	_____
f. Initial Cleaning	$ 60.00	*to include* _____
g. Other	$_____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

Monday
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

SIGNATURE *DATE*

PRINT NAME AND TITLE

SERVICE START DATE

RAGLAND CLEANING SERVICES

SIGNATURE 6-28-2025 *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Lunchroom in garage

Address: 351 N Cleveland Ave
City, State, ZIP: Hagerstown MD 21740

Upon the following terms: Cleaning of lunchroom in garage

1. RAGLANDS service charge will be 40.00 per visit Bi-weekly
   $ 0 **plus applicable tax** per month, to include a 1 times per ~~week/month~~ service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub & Recoat Floors	$____	_____
c. Burnish Floors	$____	_____
d. Hot Water Extract Carpets	$____	_____
e. Window Washing	$____	_____
f. Initial Cleaning	$ 40.00	*to include* _____
g. Other	$____	_____

Additional services accepted by: _____
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

_____ /
Initial/Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $____ extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

MONDAY
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 10-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

RAGLAND CLEANING SERVICES *cleaning contract*

The Undersigned City of Hagerstown ("CUSTOMER") hereby accepts the proposal of Ragland Cleaning Services ("RAGLAND'S"), and the parties agree that RAGLAND'S will supply Janitorial Services for CUSTOMER's premises located at: Hagar Museum

Address: 110 Key Street
City, State, ZIP: Hagerstown MD 21740

Upon the following terms:

1. RAGLANDS service charge will be 60.00 per visit

   $ 0 **plus applicable tax** per month, to include a 1 times per week/(month) service. *Initial* ____

2. Included in the service charge will be service, cleaning supplies, and any equipment which will be Furnished by RAGLAND'S. The service charge does not include paper supplies or toiletries.

3. All Janitorial Services specified in the "Work schedule" attachment of this proposal will be provided to CUSTOMER in a satisfactory manor.

4. All RAGLAND'S employees have successfully completed training and are covered by our insurance and Janitorial bond as specified on the attached certificate of insurance .

5. Additional services, not included in RAGLAND'S service charge, to be performed upon request, priced per occurrence, at CUSTOMER's expense, include:

a. Strip & Wax Floors	$____	_____
b. Scrub & Recoat Floors	$____	_____
c. Burnish Floors	$____	_____
d. Hot Water Extract Carpets	$____	_____
e. Window Washing	$____	_____
f. Initial Cleaning	$ 60.00	*to include* Cleaning Two Bathrooms
g. Other	$____	And Museum lobby Dusting Glass tops

Additional services accepted by: And Floors Dustmop & wetmop
Signature

6. (a) The term of this contract is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This contract shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

____/____
Initial/Initial

(b) If either party to this Service Agreement fails to perform according to its obligations, the party claiming failure of performance shall send the other party written notice by certified mail, describing the claimed failure. The notice will allow the other party fifteen (15) days from receipt to cure or correct the claimed items-of failure. If the claimed items of non-performance have not been cured or corrected at the end of the 15 day cure period, the party claiming non-performance may terminate this Service Agreement by giving the other party written notice, within 30 days after the date the original notice of non-performance was first given; provided the termination notice must be received by claimed non-performing party no later than this thirtieth (30) day.

(c) Notwithstanding the above, RAGLAND'S may, but shall not be obligated to, terminate this contract immediately for non-payment by CUSTOMER for cleaning charges due hereunder.

7. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise RAGLAND'S accordingly.

8. RAGLAND'S will bill CUSTOMER monthly, and CUSTOMER agrees to pay RAGLAND'S the amount that is due and owing under the terms of this contract within thirty (30) days of billing date. Late payments will incur service and finance charges. In the event of default on payment CUSTOMER agrees to pay RAGLAND'S attorney's fees and costs for collection.

$ 20.00
Amount of late fee

9. Services shall be performed as scheduled with the exception of the following six (6) legal holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. However, service can be provided on these holidays at an additional cost if required. Cost being $ ——— extra/ per hour. Services shall be scheduled during the hours approved or directed by manager/ owner.

ONE DAY A MONTH
(day/s of week on which service is to be performed)

10. If there is an "additional Special Services" Addendum attached to this Service Agreement, and if CUSTOMER cancels any periodic special services described therein for which a prorated monthly charge is included in CUSTOMER's total monthly service charge, any amount owing by CUSTOMER for special services performed prior to the cancellation shall be payable in full no later than five (5) days after cancellation.

11. The undersigned warrant and represent that they have full authority to enter this Contract, and that it will be binding upon their respective successors and assigns.

CUSTOMER

_____ _____
SIGNATURE *DATE*

_____
PRINT NAME AND TITLE

_____
SERVICE START DATE

RAGLAND CLEANING SERVICES

_____ 6-28-2025
SIGNATURE *DATE*

JAMIE RAGLAND, OWNER
PRINT NAME AND TITLE

Email signed contract to: raglandcleaningservices@yahoo.com

~~*CONTRACT VOID AFTER:*~~ _____
DATE

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Breaker Reconditioning at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) $28,500.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_RCW_Water_Plant_MCC_Maintenance.pdf	Signed Consent Form
CONSENT_CAPITAL_ELECTRIC_BREAKER_RECONDITIONING_07222025.pdf	CONSENT CAPITAL ELECTRIC BREAKERS
Breaker_Repair_MR25_052_City_of_Hagerstown_CP060925.pdf	LOCAL PROVIDER AND PROPOSAL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Water

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: RCW Water Plant MCC Electrical Breaker Reconditioning

Account No: 5285001-~~85001~~ 5812 CIP Control No. C0166

Budget Amount: $2,000,000.00 ✓ Account Balance: $See Below Unbudgeted Amount: $ 0 ✓

Fiscal Year: FY26 Source of Funds: Water

Quantity	Description	Value
	MCC Breaker Reconditioning at RCW Water Plant	$ 23,500.00
	see attached proposal	
	Contingency	$ 5,000.00
	Account Balance is less FY25 Encumbrances: $1,701,562.00	
	TOTAL VALUE OF PROJECT $	$ 28,500.00

ABOVE TO BE USED FOR: Motor control center breaker reconditioning.

RECOMMENDED VENDOR:

Business Name: Capital Electric

Business Address: 8511 Pepco Place

City/State/Zip: Upper Marlboro, MD 20772

Bid/Proposal/Quote No.: Local Distributor Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	City/State	Total Amount

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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 Capital Electric is the only distributor in the Tri-State with Schneider Electric's Alliance Certification (see attached correspondence).

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.07.09 14:33:22-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

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Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Grossman 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Duane,

Capital Electric is the only Distributor in the Tri-State area that has Schneider Electric's Alliance (Certification). This indicates that Capital Electric has demonstrated expertise and commitment to Schneider Electric's (Square D) technologies and solutions. It signifies a partner's ability to effectively integrate, implement, and support Schneider Electric's products and services, typically in the fields of industrial automation and power management.

By working with Capital, you are working with the only Industrial authorized Schneider Electric (SQD) distributor within 60 miles of Hagerstown. By being an Alliance partner and authorized distributor, you not only get a reconditioned breaker, but you also get a fully restored breaker. This brings the breaker back to factory-new condition. Both in performance and appearance, we use only OEM parts to meet the original factory specifications.

Below is the proposal for repairing your medium voltage breaker.

Proposal Name: MR25_052 City of Hagerstown Breaker

Quote Name: MR25_052 City of Hagerstown Breaker

Proposal Number: P-250424-5206205

Quote Number: Q-5918561

Quote Effective Date: 06/09/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See https://www.schneider-electric.us/en/download/document/0100PL0043

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Terms and Conditions

The work described in this quotation shall be governed by Schneider Electric USA's Standard Terms and Conditions of Sale, which may be found at: www.schneider-electric.us/termsandconditions

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Schneider Electric.

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If any changes are made to the proposed scheduling, scope of work or bill of material this proposal will need to be revised which may result in a price change.

Unless otherwise noted, an outage will be required to perform the proposed scope of work. Duration of this outage to be determined at time of scheduling.

If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Scope of Work

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Item #	Scope of Work	Price
1	**Designation :** Breaker Reconditioned C5 **Product Details :** 1-SRVODSMVCOR-Reactive Maintenance on MV Assembled Products ---------- SCOPE OF WORK Schneider Electric to perform Breaker Reconditioning C5 on (1) VR breaker FO# 17-27669503-001. ----------	$23,500.00

Price

This proposal is subject to the following:

- Price quoted does not include any state, federal, or local taxes.
- Service will be scheduled after receipt of order.
- If tax exempt, exempt certificate must accompany purchase order.
- Payment is due upon receipt of invoice.
- Schneider Electric will perform A C-5 on customer supplied Square D Type VR . If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed
- See attached document for more details (Medium Voltage C5 WorkScope.doc.

Shipment Clarification

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Pricing Clarification

Due to the extreme volatility in the commodities and labor markets, **this quotation is valid for only 30 days.** Currently there is extreme volatility in the steel, copper, plastics, and labor due to the evolving market conditions. We will do our best to hold pricing, but there are many factors beyond our control and these potential increases would be passed along to the customer. **It is also assumed that this project will be executed within 12 months of PO issuance.** If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity outside your organization in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Capital Electric.

Terms and Conditions of Sale for Quotes – Capital Lighting & Supply, LLC

A. Capital Lighting & Supply, LLC ("Seller") assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.
L. This quotation and any transactions related to this quotation are subject to Seller's published Terms & Conditions of Sale at https://www.capitalelectricsupply.com/about/terms, which shall control in the event of a conflict with any other terms. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.
M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.
N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

The above Pricing is good for 30 days, if you have any questions please contact Scott Hassler with Capital Electric Supply. Scott.hassler@capitalelectricsupply.com or at 240 217 1614

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: MCC Maintenance at R. C. Willson Water Plant – Capital Electric (Upper Marlboro, MD) $47,750.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_MCC_Maintenance_at_RCW.pdf	Signed Consent Form
CONSENT_CAPITAL_ELECTRIC_MCC_MAINT_07222025.pdf	CONSENT MCC MAINTENANCE
Williamsport_Water_Treatment_Facility_PM_Qutoe_CP060925.pdf	LOCAL PROVIDER AND PROPOSAL

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Water

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water: RCW Water Plant Motor Control Center (MCC) Maintenance

Account No: 5270501-5374 CIP Control No.

Budget Amount: $100,000.00 Account Balance: $100,000.00 Unbudgeted Amount: $ 0

Fiscal Year: FY26 Source of Funds: Water

Quantity	Description	Value
	Preventive Maintenance to the MCC at RCW Water Plant per	$ 40,750.00
	attached proposal.	
	Contingency	$ 5,000.00
	TOTAL VALUE OF PROJECT	$ $ 45,750.00

ABOVE TO BE USED FOR: Preventive maintenance of the motor control center at the RCW Water Plant.

RECOMMENDED VENDOR:

Business Name: Capital Electric

Business Address: 8511 Pepco Place

City/State/Zip: Upper Marlboro, MD 20772

Bid/Proposal/Quote No.: Local Distributor Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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 Capital Electric is the only distributor in the Tri-State with Schneider Electric's Alliance Certification (see attached correspondence).

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.07.09 14:33:22-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

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Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Grossman 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Duane,

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By working with Capital, you are working with the only Industrial authorized Schneider Electric (SQD) distributor within 60 miles of Hagerstown. The Preventive Maintenance will be performed by Schneider Electric-trained technicians, with all the factory-recommended testing equipment, processes, and procedures. By Schneider Electric, performing the PM (preventive maintenance) on Schneider Electric (SQD) switch gear, if SE encounters a problem at the time of testing, they may have equipment readily available. In the past, this has saved my customers the cost of a second visit and the hassle of planning another power outage.

Below is the proposal for Schneider Electric Preventive Maintenance Services for non-medium switch gear at the Williamsport Water Treatment Facility

Proposal Name: MR24_166 Hagerstown WTP PM

Quote Name: MR24_166_SR-3580705_LV PM rev 1

Proposal Number: P-241105-4846840

Quote Number: Q-5855807

Quote Effective Date: 06/09/2025

Through Addenda Number: 0

Sales Representative: Marty Rafter

Conditions of Sale

Except as otherwise provided below, this Quotation is subject to Coordinated Project Terms. See https://www.schneider-electric.us/en/download/document/0100PL0043

Notwithstanding any provision to the contrary in the referenced Coordinated Project Terms or any other documentation provided in connection with this proposal, this quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic/pandemic including changes in laws, regulations, by laws or direction from a competent authority.

PM Total for WTPWMD	**$40,750.00**

Terms and Conditions

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DISCLAIMER: The Customer acknowledges that the products or part thereof are produced in, or otherwise sourced from, or will be installed areas already affected by, or that may be affected in the future by, the prevailing COVID-19 epidemics/pandemic and that the situation may trigger stoppage, hindrance or delays in Vendor's (or its subcontractors) capacity to produce, deliver, install or service the products, irrespective of whether such stoppage, hindrance or delays are due to measures imposed by authorities or deliberately implemented by the Vendor (or its subcontractors) as preventive or curative measures to avoid harmful contamination exposure of Vendor's (or its subcontractors') employees. The Customer therefore recognizes that such circumstances shall be considered as a cause for ***excusable delay*** *not exposing the Vendor to contractual sanctions including without limitation delay penalties, liquidated or other damages or termination for default.*

Proposal Acceptance

To accept this proposal, issue a P.O. to a local Square D by Schneider Electric distributor.

The following information is required:

- Site contact name, phone number and email address
- Installation site address
- Reference proposal number on PO

- Customer requested dates:
  - pre-work site visit date, if required such as engineering site visit, job walks and coordination
  - date of service
- SEUSA purchaser account number, if known

Introduction

Per our understanding of your request and associated correspondence, Schneider Electric USA, Inc. (SEUSA) Services has based our offer on the information contained within this proposal. If any changes are made to the proposed scheduling, scope of work or bill of material this proposal will need to be revised which may result in a price change.

Unless otherwise noted, an outage will be required to perform the proposed scope of work. Duration of this outage to be determined at time of scheduling.

If any additional electrical or mechanical defects are found during our investigation, these will be brought to your immediate attention. Authorization for these repairs and their costs will be agreed upon before any additional work is performed.

Scope of Work

SEUSA Services will perform the Scope of Work identified in this proposal per the following price:

Item #	Scope of Work
1	**Designation :** TEST & PM LV SWG **Product Details :** 1-SRVODSCORPM-Preventive Maintenance (All LV and MV) ---------- SCOPE OF WORK Schneider Electric will provide Field Service Representatives to perform testing and preventive maintenance on the following LV equipment. LV Motor Control Center FO#27507063-006 w/ Replace SPD module. PZ4 LV Switchgear FO#27507063-003 This quote is based on a complete site outage. If different equipment is going to be de-energized at different times we will have to requote this scope of work for multiple site visits. ---------- Labor Type This job is being quoted for work to be performed during normal working hours (M-F 8:00 AM - 5:00 PM excluding Schneider Electric holidays) unless otherwise noted. ----------

Customer Responsibilities

- Schedule power outage with the local utility or production and absorb all related costs.
- Provide lighting and 120V power with GFI for Field Services' on-site electrical equipment, if required.
- Provide qualified personnel to de-energize / re-energize equipment as defined by NFPA70E.
- Provide qualified personnel to lock out equipment and verify zero energy state as defined by NFPA70E.
- Provide qualified individual for grounding of equipment as required.
- Provide proper workspace clear of obstruction with adequate temporary lighting for the walkways and emergency exits. *Work will not commence until adequate lighting is in place. *
- Provide a phone with defined emergency contact and site location in event of an emergency.
- Provide an authorized person to sign all manifests for asbestos and PCB wastes (if any)
- Labor and expense cost overruns due to:
  - Delays by others
  - Lack of equipment readiness for services outlined herein

Work Not Included

- Any site-specific meetings or customer-specific safety or clearance training greater than one hour conducted during the date of service or required outside the dates of service.
- Development of switching procedures and/or MOPs.
- Update of original factory order drawings.
- Additional site visits or meetings beyond that required to perform the scope of work above

Scheduling

- To avoid any delays in scheduling on-site work, please provide at least 4-6 weeks advanced notice. Holiday & Overtime scheduling may require additional advanced notice.
- Any reschedule requests submitted less than 5 business days before an established on-site work date will be subject to payment for all direct incurred costs and associated expenses.
- In the event of cancellation of PO by customer, following cancellation charges will apply:
  - Within 5 days of PO issuance, no cancellation charge applies.
  - After 5 days of PO issuance, a minimum cancelation charge of 10% PO value will apply.
  - Once work is scheduled, cancellation charge will be based on execution milestones and costs incurred; such as parts ordered, travel expenses, labor mobilizations and as per Schneider Electric's applicable Terms & Conditions.

Price

Price includes all travel, mileage, expenses, and any applicable Field Service Reports that will document and detail the services performed.

This proposal is subject to the following:

- Price quoted does not include any state, federal, or local taxes.
- Service will be scheduled after receipt of order.
- If tax exempt, exempt certificate must accompany purchase order.
- Payment is due upon receipt of invoice.

Payment Schedule

All projects will be billed based on execution milestones, schedule of values to be provided after receipt of PO. SEUSA may invoice purchaser monthly for all work performed, and for all equipment delivered to the job site or to an off-site storage facility. Purchaser may delay the work, for a period not to exceed 30 days, by giving notice to SEUSA, and purchaser shall pay for all work prior to the delay and will pay all costs incurred by SEUSA because of such delay.

Any projects over $250K will be subject to progress invoicing milestones:

- 10% Upon receipt of purchase order
- 20% Upon submission of approval drawings
- 20% After release of equipment to be manufactured
- 40% Upon shipment of Material
- 10% Upon install completion

Shipment Clarification

All lead-times referenced within this proposal are estimates only, unless specifically noted as a committed ship date. Due to the extreme volatility and shortages in the commodities markets, lead-times may increase. We will do what we can, within our control, to hold lead-times. In the event that a lead-time may increase, we will notify you as soon as we are aware, to lessen the impact to the project.

Pricing Clarification

Due to the extreme volatility in the commodities and labor markets, **this quotation is valid for only 30 days.** Currently there is extreme volatility in the steel, copper, plastics, and labor due to the evolving market conditions. We will do our best to hold pricing, but there are many factors beyond our control

and these potential increases would be passed along to the customer. **It is also assumed that this project will be executed within 12 months of PO issuance.** If the execution timeline of this project exceeds this timeframe, any price escalations would also be passed along to the customer.

This proposal has been distributed to you on a confidential basis for your information only. By accepting it, you agree not to disseminate it to any other person or entity outside your organization in any manner and not to use the information for any purpose other than considering opportunities for a cooperative business relationship with Capital Electric.

Terms and Conditions of Sale for Quotes – Capital Lighting & Supply, LLC

A. Capital Lighting & Supply, LLC ("Seller") assumes no responsibility whatsoever for any interpretation of bid documents, plans, or specifications provided to Seller (i.e., customer shall be solely responsible for ensuring interpretation of such documents, plans and/or specifications and for conformity and appropriateness of all goods and services ordered in comparison to same).
B. Prices are subject to change at any time prior to shipment unless otherwise agreed in writing signed by an authorized Seller representative.
C. Pricing and estimated delivery dates are based solely on the quantities and specific products and/or scope of services identified in this quote. Seller may refuse, terminate, or change pricing, estimated dates, and other terms of its offer if customer requests changes or deviations from the original quote. Unless an authorized Seller representative accepts customer's proposed deviations in an explicit signed agreement modifying this quotation, any such proposed deviations are automatically rejected, void, and of no force or effect.
D. Quotation does not include special mounting or installation hardware, equipment options, accessories, samples, spares, or mock-up equipment unless otherwise noted.
E. Seller is not responsible for the design of the project or any goods supplied.
F. Seller reserves the right to increase the pricing quoted herein to account for force majeure events, the imposition of new or increased tariffs, shipping costs, import/export fees, duties, customs, or taxes, currency fluctuations, or increases in commodity or market pricing.
G. Pre-shipment of anchor bolts is plus freight.
H. Where applicable, fabrication and shipment of goods can only be made after Seller receives the following: (i) purchase order conforming to this Quotation, (ii) customer's verification and approval of technical information, (iii) approved Submittal Drawings, and (iv) credit approval.
I. Lead times are strictly estimates. Seller is not responsible for ship dates beyond estimated dates unless Seller's President or VP Finance otherwise explicitly agrees in a signed writing as part of this Quotation and then only to the extent so agreed.
J. All orders are FCA Shipping Point, prepaid and billed, unless otherwise noted in quote.
K. Logistic solutions, storage, handling, kitting, expedited or special delivery, testing, including, but not limited to, infrared scanning and NETA testing, spares, start-up, installation, commissioning, arc flash studies, and

other services are excluded unless otherwise specified in this quote. Please contact your Seller representative for additional information on any such services if desired.

L. This quotation and any transactions related to this quotation are subject to Seller's published Terms & Conditions of Sale at https://www.capitalelectricsupply.com/about/terms, which shall control in the event of a conflict with any other terms. This quotation and all related transactions are also subject to the applicable manufacturer's published warranties, including all applicable disclaimers, exclusions, and limitations.

M. This quotation constitutes Seller's confidential information, and customer shall not share or distribute this quotation to third parties other than to the extent reasonably necessary to process the transactions contemplated herein with Seller.

N. Unless otherwise expressly agreed in a separate writing signed by Seller's President or VP Finance, Seller does not agree and is not subject to any contractual flow-down or pass-through terms from customer, including, but not limited to, DFARs, FARs, Prime Contracts, Minority Business requirements, Buy America Act, etc.

The above Pricing is good for 30 days, if you have any questions please contact Scott Hassler with Capital Electric Supply. Scott.hassler@capitalelectricsupply.com or at 240 217 1614

Internal

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Ford F-150 to replace Unit # 200 – Hertrich Fleet Services, Inc. (Milford, DE) $46,076.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_Ford_F-150_to_Replace_Unit_#_200.pdf	Signed Consent Form
CONSENT_VEHICLE__200.pdf	CONSENT VEHICLE 200
HOWARD_COUNTY_CONTRACT.pdf	HOWARD COUNTY CONTRACT
QUOTE_HETRICH_FLEET_1_TRUCK.pdf	QUOTE
REPAIR_ORDER_HISTORY_VEHICLE_200.pdf	REPAIR HISTORY
VEHICLE_REPLACEMENT_FORM_UNIT_200.doc	VEHICLE REPLACEMENT FORM

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22,2025 Special Session Date: NA

Originating Department: Utilties Division (if applicable): Water

Department Director or Manager: Tyler Puffenberger

Account/Project Name: Vehicle Replacement - Unit 200

Account No: 5285001-5840 CIP Control No. C0117

Budget Amount: $606,500 Account Balance: $See Below Unbudgeted Amount: $NA (2)

Fiscal Year: 2026 Source of Funds: Water

Quantity	Description	Value
1	2025 Ford F-150 (Quote Attached)	$ 46,076.00
	Account Balance is less FY25 Encumbrances: $394,744.98	
	TOTAL VALUE OF PROJECT	$ $ 46,076.00

ABOVE TO BE USED FOR: Replacement of vehicle 200 (2014 Ford F-150 4X4).Truck needs replaced because of condition - see attached documentation.

RECOMMENDED VENDOR: Business Name: Hertrich Fleet Services Inc

Business Address: 1427 Bay Rd

City/State/Zip: Milford, DE 19963

Bid/Proposal/Quote No.: Howard County 4400004546 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
X	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 Funding is available in the FY26 approved budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 14:50:15-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 14:50:29-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frock 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Carver 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/10/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Commodity Contract	
Contract Number:	4400004546
Vendor Number:	1102743
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2026
Header Target:	$5,000,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:
Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 6, 06/16/2025 This contract change is for the purpose of exercising the third of four (4) one-year renewal options for the period of 07/01/2025 to 06/30/2026. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Yale Schreiber, 800-698-9825, email: yschreiber@hertrich.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Buick Discount ($225.00)

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
2	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Chevrolet Discount ($315.00)

3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Dodge Discount ($367.00)

4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Ford Discount ($240.00)

5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

GMC Discount ($315.00)

6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Toyota Discount ($75.00)

7	07181	Automobiles, SUV		

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Buick Discount ($410.00)				
8	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chevrolet Discount ($485.00)				
9	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chrysler Discount ($202.00)				
10	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Dodge Discount ($304.00)				
11	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Ford Discount ($411.00)				
12	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV				
GMC Discount ($415.00)				
13	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Toyota Discount ($85.00)				
14	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chevrolet Discount ($366.00)				
15	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chrysler Discount ($262.00)				
16	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Ford Discount ($331.00)				
17	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
Van, Cargo, Civilian				
GMC Discount ($326.00)				
18	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Toyota Discount ($75.00)				
19	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chevrolet Discount ($366.00)				
20	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chrysler Discount ($262.00)				
21	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Ford Discount ($331.00)				
22	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($326.00)				
23	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Toyota Discount ($75.00)				
24	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Chevrolet Discount ($390.00)				
25	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Ford Discount ($381.00)				
26	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
GMC Discount ($330.00)				
27	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
28	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Toyota Discount ($99.00)				
29	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Chevrolet Discount ($390.00)				
30	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Ford Discount ($381.00)				
31	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
GMC Discount ($330.00)				
32	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
33	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Toyota Discount ($99.00)				
34	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford Discount ($451.00)				
35	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
RAM Discount ($399.00)				
36	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Chevrolet Law Enforcement Discount ($515.00)				
37	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				

Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement Discount ($496.00)				
38	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Ford Law Enforcement Discount ($505.00)				
39	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Hyundai				
40	07181	Automobiles, SUV, KIA		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV, KIA + $3500.00				
41	07181	Vehicles, Used		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicles. Used (under 25,000 miles, 3 years old)				
42	07104	Automobiles, Sedan, Nissan		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Sedan, Nissan				
Nissan Discount ($189.00)				
43	07181	Automobiles, SUV, Nissan		
		Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV, Nissan Nissan Discount ($212.00)				
44	07209	Trucks, Pickups, Nissan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickups, Nissan Nissan Discount ($336.00)				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:

a. Contractor#s name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be

paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor#s authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer  **Authorized Signature** 

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825 (302) 422-3300 Fax: (302) 839-0555

June 27, 2025

Tyler Puffenberger
Deputy Director
Water & Waste Water
Hagerstown, MD

We are pleased to provide this Standard Feature List and Options Worksheet for the 2025 Ford F150 XL Truck, priced per the Howard County Contract: 4400004546 Super CAB F150

X1L	**2025 Ford F150 XL 4x4 157" WB**	
995/44G	5.0L V8 Gas® & 10 Speed Automatic Transmission	
YZ/AS	Exterior Oxford White/ Dark Slate Vinyl Front 40/20/40	
101A	101A Include but not limited to: 17" silver painted aluminum	
XL6	3.37 E Lock	$570
425	50 State Emissions	NC
153	Front tag bracket	NC
	MSRP $50,665	
	Hertrich Fleet/HCC Disc	($4,589)
	Total price	$46,076

Please contact us with any questions, or to place an order.

John Worrall – 800-698-9825 or jworrall@hertrichfleet.com

Repair Order History - Details

Search and Select:

Units	Unit - Unit Number	200 (Trucks) CMG

Report Parameters:

Date (In) Start	1/8/2014
Date (In) End	6/27/2025
R/O Work	All R/O's (Internal Work, External Work, or Both)
R/O Costs	ALL Costs (Internal and External)
Filter all data by System Code	No

Repair Order History - Details

Repair Order # 35858
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks)

Repair Order # 35858

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/20/2025	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	6/20/2025					
Time In:	10:04 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:04 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/20/2025					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
020-000-000 Drive Train Group		3637 (Yeager, Paul) STRAIGHT TIME	06/20/25	10:04 AM	02:04 PM	4	$45.63	$182.52	$0.00	$182.52

Total Labor: **$182.52**

Work Performed

VMRS System	Repair Reason	Work Description
020 Drive Train Group	Routine Work	ROAD TEST FOR NOISE IN DRIVETRAIN. POSSIBLE WHEEL BEARINGS. REPLACE FRONT WHEEL BEARINGS. 1 AXLE ROADTEST. NOISE STILL THERE. TRANSFER CASE?

Total R/O Cost **$182.52**

Repair Order History - Details

Repair Order # 35602
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 35602

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	4/21/2025	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	4/22/2025					
Time In:	2:08 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	12:21 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	4/21/2025					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
045-000-000 Power Plant				0.00	$0.00	$0.00	$0.00	$0.00
045-000-000 Power Plant				0.00	$0.00	$0.00	$0.00	$0.00
045-000-000 Power Plant	NAPA	HEATER HOSE ASSEMBLY		1.00	$66.67	$66.67	$0.00	$66.67
Total Parts								**$66.67**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
045-000-000 Power Plant		3637 (Yeager, Paul) STRAIGHT TIME	04/21/25	02:09 PM	03:39 PM	1.5	$45.63	$68.45	$0.00	$68.45
045-000-000 Power Plant		3637 (Yeager, Paul) STRAIGHT TIME	04/22/25	09:51 AM	12:21 PM	2.5	$45.63	$114.08	$0.00	$114.08
Total Labor:										**$182.53**

Work Performed

VMRS System	Repair Reason	Work Description
045 Power Plant	Routine Work	ROAD CALL TO CHEWSVILLE. OVERHEATED. ADD COOLANT. HEATER HOSE FITTING BROKEN. ORDER PARTS. INSTALL NEW HOSE, REFILL AND CHECK FOR LEAKS.

Total R/O Cost **$249.20**

Repair Order History - Details

6/27/2025 12:41:29 PM

Repair Order # 35516
Unit: 200 - CMG (Trucks)

Coordinated Universal Time

Unit: 200 - CMG (Trucks) — Repair Order # 35516

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	4/3/2025	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	95,550 Miles
Date Out:	4/3/2025					
Time In:	9:05 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	10:05 AM	CMG		5692 (Howe, Ethan)		
Cost Date:	4/3/2025					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 9/30/2024 -- OVERDUE -- 1221 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		8.00	$3.50	$28.00	$0.00	$28.00
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$32.67**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		5692 (Howe, Ethan) STRAIGHT TIME	04/03/25	09:05 AM	10:05 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	Rotated tires

Total R/O Cost **$78.30**

Repair Order History - Details

6/27/2025 12:41:29 PM

Repair Order # 35083
Unit: 200 - CMG (Trucks)

Coordinated Universal Time

Unit: 200 - CMG (Trucks)

Repair Order # 35083

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/7/2025	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	1/7/2025					
Time In:	10:08 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:38 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/7/2025					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
MSC-000-000 Miscellaneous	CG7058	60-2243 Wiper Blade		2.00	$12.72	$25.44	$0.00	$25.44
Total Parts								**$25.44**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	01/07/25	10:08 AM	10:38 AM	0.5	$45.64	$22.82	$0.00	$22.82
Total Labor:										**$22.82**

Work Performed

VMRS System	Repair Reason	Work Description
MSC Miscellaneous	Routine Work	REPLACE W/W BLADES AND REAR TURN SIGNAL BULB.

Total R/O Cost **$48.26**

Repair Order History - Details

6/27/2025 12:41:29 PM

Coordinated Universal Time

Repair Order # 34718
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 34718

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/30/2024	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	91,096 Miles
Date Out:	9/30/2024					
Time In:	2:27 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:27 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	9/30/2024					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 4/18/2024 -- OVERDUE -- 1494 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG6760	Extened Life Red Anti-Freeze		1.00	$6.58	$6.58	$0.00	$6.58
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$35.36**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	09/30/24	02:27 PM	03:27 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$80.99**

Repair Order History - Details

6/27/2025 12:41:29 PM

Coordinated Universal Time

Repair Order # 33904
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 33904

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	4/18/2024	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	86,374 Miles
Date Out:	4/18/2024					
Time In:	10:42 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	11:42 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	4/18/2024					

Mechanic Instructions / Complaints

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PM SERVICES
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PM Name || Last Performed || Status || Detail

B-PM -- 11/14/2023 -- OVERDUE -- 326 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$28.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	04/18/24	10:42 AM	11:42 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$74.41**

Repair Order History - Details

Repair Order # 33316
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 33316

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/14/2023	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	82,659 Miles
Date Out:	11/14/2023					
Time In:	9:55 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	10:55 AM	CMG		3581 (Poffenberger, Elmer)		
Cost Date:	11/14/2023					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 6/23/2023 -- OVERDUE -- 101 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		8.00	$3.50	$28.00	$0.00	$28.00
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.53**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3581 (Poffenberger, Elmer) STRAIGHT TIME	11/14/23	09:55 AM	10:55 AM	1	$43.59	$43.59	$0.00	$43.59
Total Labor:										**$43.59**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	b maint.

Total R/O Cost **$74.12**

Repair Order History - Details

Repair Order # 32871
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 32871

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/29/2023	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	6/30/2023					
Time In:	1:31 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	1:31 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/29/2023					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
013-000-000 Brakes		3637 (Yeager, Paul) STRAIGHT TIME	06/29/23	01:31 PM	04:01 PM	2.5	$45.63	$114.08	$0.00	$114.08

Total Labor: **$114.08**

Work Performed

VMRS System	Repair Reason	Work Description
013 Brakes	Routine Work	REPLACE FRONT AND REAR BRAKE PADS AND ROTORS.

Total R/O Cost **$114.08**

Repair Order History - Details

6/27/2025 12:41:29 PM

Coordinated Universal Time

Repair Order # 32831
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 32831

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/23/2023	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	79,392 Miles
Date Out:	6/23/2023					
Time In:	1:21 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:21 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/23/2023					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 3/7/2023 -- DUE -- 238 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	06/23/23	01:21 PM	02:21 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 32261
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 32261

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/7/2023	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	76,439 Miles
Date Out:	3/7/2023					
Time In:	10:25 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	10:25 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/7/2023					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 10/21/2022 -- DUE -- 175 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
PMS-000-000 Preventative Maintenance	CG7145	Air Filter, 9883		1.00	$8.16	$8.16	$0.00	$8.16
Total Parts								**$36.94**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/07/23	10:25 AM		0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$0.00**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$36.94**

Repair Order History - Details

Repair Order # 31753
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 31753

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/21/2022	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	73,186 Miles
Date Out:	10/21/2022					
Time In:	9:52 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:52 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/21/2022					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 11/4/2021 -- OVERDUE -- 18 Days Remaining. 4583 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/21/22	09:52 AM	10:52 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 30973
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30973

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/4/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	65,241 Miles
Date Out:	11/4/2021					
Time In:	8:04 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:04 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	11/4/2021					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 5/18/2021 -- OVERDUE -- 203 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$28.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	11/04/21	08:04 AM	09:04 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$74.41**

Repair Order History - Details

Repair Order # 30755
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30755

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	8/11/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	8/18/2021					
Time In:	2:20 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:19 PM	CMG		3870 (Craigie, Daniel)		
Cost Date:	8/11/2021					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
042-000-000 Cooling System	CG6760	Extened Life Red Anti-Freeze		2.00	$6.58	$13.16	$0.00	$13.16
Total Parts								**$13.16**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
042-000-000 Cooling System		3870 (Craigie, Daniel) STRAIGHT TIME	08/11/21	02:20 PM	05:20 PM	3	$45.63	$136.89	$0.00	$136.89
Total Labor:										**$136.89**

Work Performed

VMRS System	Repair Reason	Work Description
042 Cooling System	Routine Work	REPLACED WATER PUMP AND CHECKED BRAKES

Total R/O Cost **$150.05**

Repair Order History - Details

Repair Order # 30934
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30934

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	8/11/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	8/11/2021					
Time In:	7:01 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:02 AM	CMG				
Cost Date:	8/11/2021					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 5/18/2021 -- OVERDUE -- 203 Miles Overdue.

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
042-000-000 Cooling System		3870 (Craigie, Daniel) STRAIGHT TIME	08/11/21	07:02 AM	10:02 AM	3	$45.63	$136.89	$0.00	$136.89
Total Labor:										**$136.89**

Work Performed

VMRS System	Repair Reason	Work Description
042 Cooling System	Routine Work	REPLACED WATER PUMP AND CHECKED BRAKES

Total R/O Cost **$136.89**

Repair Order History - Details

Repair Order # 30550
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30550

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/28/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	5/28/2021					
Time In:	9:30 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:30 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	5/28/2021					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
013-000-000 Brakes		3637 (Yeager, Paul) STRAIGHT TIME	05/28/21	09:30 AM	11:30 AM	2	$39.46	$78.92	$0.00	$78.92
013-000-000 Brakes		HAGERSTOWN AUTO	05/28/21			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$78.92**

Work Performed

VMRS System	Repair Reason	Work Description
013 Brakes	Routine Work	REPLACE FRONT AND REAR BRAKE PADS.

Total R/O Cost **$78.92**

Repair Order History - Details

Repair Order # 30529
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30529

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/18/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	61,630 Miles
Date Out:	5/18/2021					
Time In:	1:42 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:42 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	5/18/2021					

Mechanic Instructions / Complaints

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PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 1/5/2021 -- OVERDUE -- 117 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	FT-8528	DISC BRAKE PAD		1.00	$69.10	$69.10	$0.00	$69.10
PMS-000-000 Preventative Maintenance	FT-8816	DISC BRAKE PAD		1.00	$64.16	$64.16	$0.00	$64.16
Total Parts								**$148.26**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		HAGERSTOWN AUTO	05/18/21			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	05/18/21	01:42 PM	02:42 PM	1	$39.46	$39.46	$0.00	$39.46
Total Labor:										**$39.46**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$187.72**

Repair Order History - Details

Repair Order # 30165
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30165

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/12/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	1/13/2021					
Time In:	8:50 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	8:50 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/12/2021					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
042-000-000 Cooling System	17075	BRANCHED RAD HOSE		1.00	$45.13	$45.13	$0.00	$45.13
042-000-000 Cooling System	827-5711-1	HEATER HOSE ASSEMBLY		1.00	$65.85	$65.85	$0.00	$65.85
042-000-000 Cooling System	827-5711-1	HEATER HOSE ASSEMBLY		1.00	$65.85	$65.85	$0.00	$65.85
042-000-000 Cooling System	CG6760	Extened Life Red Anti-Freeze		3.00	$5.20	$15.60	$0.00	$15.60
Total Parts								**$192.43**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
042-000-000 Cooling System		HAGERSTOWN AUTO	01/12/21			0	$0.00	$0.00	$0.00	$0.00
042-000-000 Cooling System		3637 (Yeager, Paul) STRAIGHT TIME	01/12/21	08:50 AM	10:50 AM	2	$39.46	$78.92	$0.00	$78.92
Total Labor:										**$78.92**

Work Performed

VMRS System	Repair Reason	Work Description
042 Cooling System	Routine Work	REPLACE COOLANT HOSE BLOCK.

Total R/O Cost **$271.35**

Repair Order History - Details

Repair Order # 30150
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30150

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/7/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	1/7/2021					
Time In:	12:55 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:25 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/7/2021					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
042-000-000 Cooling System	CG6760	Extened Life Red Anti-Freeze		3.00	$5.20	$15.60	$0.00	$15.60
Total Parts								**$15.60**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
042-000-000 Cooling System		3637 (Yeager, Paul) STRAIGHT TIME	01/07/21	12:55 PM	02:25 PM	1.5	$39.46	$59.19	$0.00	$59.19
Total Labor:										**$59.19**

Work Performed

VMRS System	Repair Reason	Work Description
042 Cooling System	Routine Work	REPLACE UPPER RADIATOR HOSE AND BLOCK ASSEMBLY.

Total R/O Cost **$74.79**

Repair Order History - Details

Repair Order # 30134
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 30134

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/5/2021	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	58,444 Miles
Date Out:	1/5/2021					
Time In:	10:20 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:20 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/5/2021					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/6/2020 -- OVERDUE -- 986 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	01/05/21	10:20 AM	11:20 AM	1	$39.46	$39.46	$0.00	$39.46
Total Labor:										**$39.46**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$54.46**

Repair Order History - Details

Repair Order # 29485
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 29485

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/6/2020	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	54,403 Miles
Date Out:	7/6/2020					
Time In:	10:00 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:01 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/6/2020					

Mechanic Instructions / Complaints

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PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 3/20/2020 -- DUE -- 231 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/06/20	10:01 AM	11:01 AM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$53.81**

Repair Order History - Details

Repair Order # 29111
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 29111

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/20/2020	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	51,523 Miles
Date Out:	3/20/2020					
Time In:	8:58 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:58 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/20/2020					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 11/1/2019 -- OVERDUE -- 17 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/20/20	08:58 AM	09:58 AM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$53.81**

Repair Order History - Details

Repair Order # 28521
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 28521

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/1/2019	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	48,200 Miles
Date Out:	11/1/2019					
Time In:	2:22 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:22 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	11/1/2019					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 6/25/2019 -- OVERDUE -- 39 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	11/01/19	02:22 PM	03:22 PM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$53.81**

Repair Order History - Details

Repair Order # 27921
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 27921

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/25/2019	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	44,804 Miles
Date Out:	6/25/2019					
Time In:	8:48 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:48 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/25/2019					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 3/5/2019 -- OVERDUE -- 415 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	CG7145	Air Filter, 9883		1.00	$7.46	$7.46	$0.00	$7.46
Total Parts								**$24.08**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	06/25/19	08:48 AM	09:48 AM	1	$38.43	$38.43	$0.00	$38.43
Total Labor:										**$38.43**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$62.51**

Repair Order History - Details

Repair Order # 27361
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 27361

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/5/2019	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	41,192 Miles
Date Out:	3/5/2019					
Time In:	1:42 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:42 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/5/2019					

Mechanic Instructions / Complaints

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PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 10/31/2018 -- OVERDUE -- 1195 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$16.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/05/19	01:42 PM	03:42 PM	2	$38.43	$76.86	$0.00	$76.86
Total Labor:										**$76.86**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. TAKE TO RICE TIRE.

Total R/O Cost **$93.48**

Repair Order History - Details

Repair Order # 27372
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 27372

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/5/2019	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	3/5/2019					
Time In:	10:34 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:34 AM	CMG		RICE TIRES		
Cost Date:	3/5/2019					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
017-000-000 Tires, Tubes, Liners & Valves		INSTALL		4.00	$8.00	$32.00	$0.00	$32.00
017-000-000 Tires, Tubes, Liners & Valves		BALANCE		4.00	$15.00	$60.00	$0.00	$60.00
017-000-000 Tires, Tubes, Liners & Valves		DISPOSAL		4.00	$5.00	$20.00	$0.00	$20.00
017-000-000 Tires, Tubes, Liners & Valves		RECYCLE		1.00	$3.20	$3.20	$0.00	$3.20
017-000-000 Tires, Tubes, Liners & Valves	235/75R17	TIRES		4.00	$125.30	$501.20	$0.00	$501.20

Total Parts **$616.40**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
017-000-000 Tires, Tubes, Liners & Valves		RICE TIRES	03/05/19			0	$0.00	$0.00	$0.00	$0.00

Total Labor: **$0.00**

Work Performed

VMRS System	Repair Reason	Work Description
017 Tires, Tubes, Liners & Valves	Routine Work	

Total R/O Cost **$616.40**

Repair Order History - Details

Repair Order # 26743
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 26743

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/31/2018	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	36,775 Miles
Date Out:	11/1/2018					
Time In:	8:50 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	8:50 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/31/2018					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 7/6/2018 -- DUE -- 65 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$16.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/31/18	08:50 AM	09:50 AM	1	$38.43	$38.43	$0.00	$38.43
Total Labor:										**$38.43**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$55.05**

Repair Order History - Details

Repair Order # 26109
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 26109

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/6/2018	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	33,510 Miles
Date Out:	7/6/2018					
Time In:	9:24 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:24 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/6/2018					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 3/8/2018 -- OVERDUE -- 185 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		6.00	$1.77	$10.62	$0.00	$10.62
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$12.34**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/06/18	09:24 AM	10:24 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$80.95**

Repair Order History - Details

Repair Order # 25457
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 25457

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/8/2018	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	29,783 Miles
Date Out:	3/8/2018					
Time In:	8:47 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:48 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/8/2018					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 12/15/2017 -- DUE -- 188 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$16.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/08/18	08:48 AM	09:48 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$85.23**

Repair Order History - Details

Repair Order # 25082
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 25082

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/15/2017	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	26,833 Miles
Date Out:	12/15/2017					
Time In:	11:37 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:38 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/15/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/20/2017 -- DUE -- 94 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	12/15/17	11:38 AM	12:38 PM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$83.61**

Repair Order History - Details

Repair Order # 24337
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 24337

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/20/2017	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	23,617 Miles
Date Out:	7/20/2017					
Time In:	9:11 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	10:19 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/20/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 3/7/2017 -- OVERDUE -- 810 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		6.00	$3.32	$19.92	$0.00	$19.92
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	CG7145	Air Filter, 9883		1.00	$7.46	$7.46	$0.00	$7.46
Total Parts								**$30.72**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/20/17	09:19 AM	10:19 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$99.33**

Repair Order History - Details

Repair Order # 23582
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 23582

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/7/2017	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	19,440 Miles
Date Out:	3/7/2017					
Time In:	8:52 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:52 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/7/2017					

Mechanic Instructions / Complaints

****
PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 10/24/2016 -- OVERDUE -- 99 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/07/17	08:52 AM	09:52 AM	1	$69.29	$69.29	$0.00	$69.29
Total Labor:										**$69.29**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.91**

Repair Order History - Details

Repair Order # 22826
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 22826

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/24/2016	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	16,240 Miles
Date Out:	10/24/2016					
Time In:	9:30 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:31 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/24/2016					

Mechanic Instructions / Complaints

****

PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 6/10/2016 -- OVERDUE -- 424 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/24/16	09:31 AM	10:31 AM	1	$69.29	$69.29	$0.00	$69.29
Total Labor:										**$69.29**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.91**

Repair Order History - Details

Repair Order # 22134
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 22134

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/10/2016	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	12,756 Miles
Date Out:	6/10/2016					
Time In:	9:38 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:08 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/10/2016					

Mechanic Instructions / Complaints

****
PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 12/18/2015 -- OVERDUE -- 1560 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	06/10/16	09:38 AM	11:08 AM	1.5	$69.29	$103.94	$0.00	$103.94
Total Labor:										**$103.94**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. ROTATE TIRES AND CHECK BRAKES.

Total R/O Cost **$130.56**

Repair Order History - Details

Repair Order # 21169
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 21169

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/18/2015	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	7,768 Miles
Date Out:	12/18/2015					
Time In:	9:18 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:18 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/18/2015					

Mechanic Instructions / Complaints

****

PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 7/16/2015 -- OVERDUE -- 79 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	12/18/15	09:18 AM	10:18 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.23**

Repair Order History - Details

Repair Order # 20223
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 20223

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/16/2015	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	4,191 Miles
Date Out:	7/16/2015					
Time In:	1:33 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:34 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/16/2015					

Mechanic Instructions / Complaints

****

PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 2/24/2015 -- OVERDUE -- 737 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/16/15	01:34 PM	02:34 PM	1	$59.80	$59.80	$0.00	$59.80
Total Labor:										**$59.80**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$86.42**

Repair Order History - Details

Repair Order # 19094
Unit: 200 - CMG (Trucks)

Unit: 200 - CMG (Trucks) — Repair Order # 19094

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/21/2015	CLOSED	Scheduled	1FTFX1EF0EKG51794	LG98558	
Date Out:	3/12/2015					
Time In:	4:34 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:		CMG		3637 (Yeager, Paul)		
Cost Date:	1/21/2015					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
MSC-000-000 Miscellaneous	032416	CIRCUIT		1.00	$6.99	$6.99	$0.00	$6.99
MSC-000-000 Miscellaneous	119761	TOGGLE SWITCH		1.00	$4.99	$4.99	$0.00	$4.99
MSC-000-000 Miscellaneous	737299	fab loom split poly		50.00	$0.26	$13.00	$0.00	$13.00
MSC-000-000 Miscellaneous	782-2226	CIRCUIT		3.00	$7.19	$21.57	$0.00	$21.57
MSC-000-000 Miscellaneous	785135	BATTERY ACCESSORIES		4.00	$11.28	$45.12	$0.00	$45.12
MSC-000-000 Miscellaneous	CG6913	SY0216 Fire Extinguisher		1.00	$37.85	$37.85	$0.00	$37.85
MSC-000-000 Miscellaneous	CG7106	10" Decal		2.00	$1.14	$2.28	$0.00	$2.28
MSC-000-000 Miscellaneous	CG7107	First Aid Kit		1.00	$29.05	$29.05	$0.00	$29.05
MSC-000-000 Miscellaneous	CG7115	Tank Ring 58mm		1.00	$57.20	$57.20	$0.00	$57.20
MSC-000-000 Miscellaneous	CG7116	MICRO-DATAPASS		1.00	$201.50	$201.50	$0.00	$201.50
MSC-000-000 Miscellaneous	CH55014	TOGGLE SWITCH		3.00	$10.50	$31.50	$0.00	$31.50
MSC-000-000 Miscellaneous	CL5S	PRIMARY WIRE		50.00	$0.36	$18.00	$0.00	$18.00
MSC-000-000 Miscellaneous	DAS-TS-100AD	3 WAY MIRROR		1.00	$7.64	$7.64	$0.00	$7.64
MSC-000-000 Miscellaneous	ECC-3811A	AMBER LED LIGHTS		9.00	$56.69	$510.21	$0.00	$510.21
MSC-000-000 Miscellaneous	ECC-5580A	LED MINIBAR		1.00	$205.78	$205.78	$0.00	$205.78
MSC-000-000 Miscellaneous	ECC-9014A	LED LIGHT		4.00	$59.12	$236.48	$0.00	$236.48
MSC-000-000 Miscellaneous	V15 92741	VENT VISOR		1.00	$49.95	$49.95	$0.00	$49.95
MSC-000-000 Miscellaneous	W16 233510	STEP BAR		1.00	$349.97	$349.97	$0.00	$349.97
MSC-000-000 Miscellaneous	W24 446131	FRONT FLOOR MATS		1.00	$109.95	$109.95	$0.00	$109.95
Total Parts								**$1,939.03**

Repair Order History - Details

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
MSC-000-000 Miscellaneous		SCOTT'S AUTO	03/12/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	03/05/15	10:31 AM	02:01 PM	3.5	$59.80	$209.30	$0.00	$209.30
MSC-000-000 Miscellaneous		HAGERSTOWN AUTO	03/03/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		HAGERSTOWN AUTO	03/01/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Cumberland Truck Equip	02/23/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Cumberland Truck Equip	02/12/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		AUTO ELECTRIC	02/06/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Fisher Auto Parts	02/06/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Cumberland Truck Equip	02/09/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		HAGERSTOWN AUTO	01/29/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	01/27/15	12:59 PM	02:59 PM	2	$59.80	$119.60	$0.00	$119.60
MSC-000-000 Miscellaneous		SCOTT'S AUTO	01/29/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Motor Vehicle Admin	01/21/15			0	$0.00	$100.00	$0.00	$100.00
MSC-000-000 Miscellaneous		Cumberland Truck Equip	01/22/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		AUTO ZONE	01/22/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	01/29/15	04:35 PM	05:35 PM	1	$59.80	$59.80	$0.00	$59.80
MSC-000-000 Miscellaneous		SCOTT'S AUTO	01/27/15			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$488.70**

Work Performed

VMRS System	Repair Reason	Work Description
MSC Miscellaneous	Routine Work	TAGS

Total R/O Cost **$2,427.73**

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026
(attach to consent agenda form)

Department	Utilities	**Division**	Water		
Vehicle Call #	200	Model Yr.	2014	Serial #	1FTFX1EF0EKG51794
Make	Ford	Model	F-150		
Vehicle Description	Truck				
Mileage	100,000	# of Service Repair Orders	35	Repair Costs to Date	$8,329.29
Condition	Poor				

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work ___ Hours / Age X Age ___

Other (please explain) This vehicle will be taken to auction.

Is Purchase an Addition to Fleet? ___ Reason: ___

Disposition:

Sell at Auction: X Salvage Value: ___ Transfer Within City: ___
Other: ___

Notes:

The truck has some mechanical issues thought to be either the transmission and/or wheel bearings (as shown on the repair order history report).

Date: **6/26/2025** **Report Prepared By:** **Tyler Puffenberger**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water: Ford F-150 to replace Unit #203 – Hertrich Fleet Services, Inc. (Milford, DE) $46,076.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_-_Ford_F-150_to_Replace_Vehicle_203.pdf	Signed Consent Form
CONSENT_VEHICLE_203.pdf	CONSENT VEHICLE 203
HOWARD_COUNTY_CONTRACT.pdf	HOWARD COUNTY CONTRACT
QUOTE_HETRICH_FLEET_1_TRUCK.pdf	QUOTE
REPAIR_ORDER_HISTORY_VEHICLE_203.pdf	REPAIR HISTORY
VEHICLE_REPLACEMENT_FORM_UNIT_203.doc	VEHICLE REPLACEMENT FORM

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilties Division (if applicable): Water

Department Director or Manager: Tyler Puffenberger

Account/Project Name: Vehicle Replacement

Account No: 5285001-5840 CIP Control No. C0117

Budget Amount: $606,500.00 ✓ Account Balance: $See Below Unbudgeted Amount: $NA ✓ (1)

Fiscal Year: 2026 Source of Funds: Water (#2)

Quantity	Description	Value
1	2025 Ford F-150 (Quote Attached)	$ 46,076.00
	Account Balance is less FY25 Encumbrances: $394,744.98	
	TOTAL VALUE OF PROJECT	$ $ 46,076.00

ABOVE TO BE USED FOR: Replacement of vehicle 203 (2013 Ford F-150). The truck has multiple coolant leak, oil leaks, and high mileage (121,000 miles).

RECOMMENDED VENDOR: Business Name: Hertrich Fleet Services Inc

Business Address: 1427 Bay Rd

City/State/Zip: Milford, DE 19963

Bid/Proposal/Quote No.: Howard County 4400004546 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
X	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 Funding is available in the FY26 approved budget.

Tyler Puffenberger — Digitally signed by Tyler Puffenberger Date: 2025.06.18 10:12:16 -04'00'

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.07.09 14:55:51-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fritz 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Cramer 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	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.
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370
Tax Exemption No. 30001219

HERTRICH FLEET SERVICES INC
1427 BAY RD
MILFORD DE 19963
USA

Commodity Contract	
Contract Number:	4400004546
Vendor Number:	1102743
Date:	06/09/2022
Contract Term:	07/01/2022 to 06/30/2026
Header Target:	$5,000,000.00
Ceiling Value:	5,000,000.00 Over 5 Years
Buyer:	Shelley Liby, CPPB
Telephone:	410-313-6379
Fax Number:	410-313-6388
Email:	sjliby@howardcountymd.gov

Delivery Terms: Free On Board Destination
Payment Terms: Net Due Within 30 Days

Contract text:
Invitation for Bid No. 2022-13, New Vehicles Class 1-7

Contract Change No. 6, 06/16/2025 This contract change is for the purpose of exercising the third of four (4) one-year renewal options for the period of 07/01/2025 to 06/30/2026. All other terms and conditions remain unchanged.

All invoices shall reflect the Contract Number, release Purchase Order Number, and the contract Line Item Numbers.

The Ceiling Value is representative of multiple contract terms and does not represent the value of one year's services.

Vendor Contact: Yale Schreiber, 800-698-9825, email: yschreiber@hertrich.com

Agency Contact: Adam Brown Central Fleet, 410-313-2047, adbrown@howardcountymd.gov

Item	NIGP Code	Description	Unit	Price
1	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Buick Discount ($225.00)

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
2	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Chevrolet Discount ($315.00)

3	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Dodge Discount ($367.00)

4	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Ford Discount ($240.00)

5	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

GMC Discount ($315.00)

6	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD

Material Text:
Automobiles, Station Wagons, Civilian

Toyota Discount ($75.00)

7	07181	Automobiles, SUV		

Item	NIGP Code	Description	Unit	Price
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Buick Discount ($410.00)				
8	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chevrolet Discount ($485.00)				
9	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Chrysler Discount ($202.00)				
10	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Dodge Discount ($304.00)				
11	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Ford Discount ($411.00)				
12	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV				
GMC Discount ($415.00)				
13	07181	Automobiles, SUV		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV				
Toyota Discount ($85.00)				
14	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chevrolet Discount ($366.00)				
15	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Chrysler Discount ($262.00)				
16	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Ford Discount ($331.00)				
17	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text:				

Howard County, Maryland

OFFICE OF PROCUREMENT AND CONTRACT ADMINISTRATION
6751 Columbia Gateway Drive, Suite 226
Columbia, MD 21046
(410) 313-6370

Item	NIGP Code	Description	Unit	Price
Van, Cargo, Civilian				
GMC Discount ($326.00)				
18	07190	Van, Cargo, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Cargo, Civilian				
Toyota Discount ($75.00)				
19	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chevrolet Discount ($366.00)				
20	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Chrysler Discount ($262.00)				
21	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Ford Discount ($331.00)				
22	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				

Item	NIGP Code	Description	Unit	Price
GMC Discount ($326.00)				
23	07192	Van, Passenger, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Van, Passenger, Civilian				
Toyota Discount ($75.00)				
24	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Chevrolet Discount ($390.00)				
25	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Ford Discount ($381.00)				
26	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
GMC Discount ($330.00)				
27	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
28	07209	Trucks, Pickup		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickup				
Toyota Discount ($99.00)				
29	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Chevrolet Discount ($390.00)				
30	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Ford Discount ($381.00)				
31	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
GMC Discount ($330.00)				
32	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				

Item	NIGP Code	Description	Unit	Price
RAM Discount ($392.00)				
33	07203	Trucks, Heavy Duty		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Heavy Duty				
Toyota Discount ($99.00)				
34	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
Ford Discount ($451.00)				
35	07208	Trucks, Chassis Cab		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Chassis Cab				
RAM Discount ($399.00)				
36	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Chevrolet Law Enforcement Discount ($515.00)				
37	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				

Item	NIGP Code	Description	Unit	Price
Dodge Law Enforcement Discount ($496.00)				
38	07183	Specialty Vehicle		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Specialty Vehicle				
Ford Law Enforcement Discount ($505.00)				
39	07104	Automobiles, Station Wagons, Civilian		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Station Wagons, Civilian Hyundai				
40	07181	Automobiles, SUV, KIA		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, SUV, KIA + $3500.00				
41	07181	Vehicles, Used		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Vehicles. Used (under 25,000 miles, 3 years old)				
42	07104	Automobiles, Sedan, Nissan		
		Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Automobiles, Sedan, Nissan				
Nissan Discount ($189.00)				
43	07181	Automobiles, SUV, Nissan		
		Price(Contract/Bid)	1 EA	1.00 USD

Item	NIGP Code	Description	Unit	Price
Material Text: Automobiles, SUV, Nissan Nissan Discount ($212.00)				
44	07209	Trucks, Pickups, Nissan Price(Contract/Bid)	1 EA	1.00 USD
Material Text: Trucks, Pickups, Nissan Nissan Discount ($336.00)				

TERMS AND CONDITIONS APPLICABLE TO CONTRACTS

1. This is notice that the Contract referenced above has been awarded to you based on the bid or proposal you submitted. All terms, conditions and specifications of the solicitation, when the result of a solicitation, will apply to all orders.
2. Any County agency authorized to purchase from this Contract must issue a release Purchase Order and reference the Contract number and line number for each of the goods and/or services on the Contract.
3. This is not an order to ship goods or begin services. A release Purchase Order must be issued before you are authorized to ship goods or begin services.
4. Changes in goods to be furnished or services to be performed are not permitted unless approved by the Office of Procurement and Contract Administration prior to goods being shipped or services being performed. Prior approval of the Office of Procurement and Contract Administration is also required before goods or services can be added or deleted.
5. The Contractor must supply actual goods and services ordered at the Contract price.
6. Contractors must maintain, in full force and current, the insurance coverage required under the terms and conditions of this Contract while this Contract is in effect, including any renewals thereof.
7. The County is exempt from State and Federal Excise Taxes. Maryland Sales and Use Tax Exemption Certificate No. 30001219.
8. Invoices for release Purchase Orders against this Contract must include:

a. Contractor#s name;
b. Address;
c. Federal tax identification number;
d. Contract number (the first two digits are 44XXXXXXXX) and Contract Line number (shown under each item description as 44XXXXXXXXX/X # the last digit is the Contract Line number);
e. Purchase Order number (the first digit is 2XXXXXXXXX);
f. Unit price and extended price (the unit price must match a Contract Line on the Contract); and
g. Description of goods provided and/or services performed as show on this Contract.

9. Termination

a. Termination for Convenience: The County may terminate this Contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving at least 30 days written notice to the Contractor. The County shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be

paid an amount which exceeds the price bid for the work performed or goods delivered. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

b. Termination for Default: When the Contractor has not performed or has unsatisfactorily performed one or more material terms of the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a Contractor to fulfill the Contractual obligations of this Contract shall be considered just cause for termination of the Contract. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder. The Contractor will be paid for work satisfactorily performed prior to termination less any excess costs incurred by the County in reprocuring and completing the work or obtaining the goods.

10. Remedies for Default

a. The County shall have the right upon the happening of any default, without providing notice to the Contractor:

i. In addition to other available rights and remedies, to terminate the Contract immediately, in whole or in part;

ii. To suspend the Contractor#s authority to receive any undisbursed funds; and/or

iii. To proceed at any time or from time to time to protect and enforce all rights and remedies available to the County, by suit or any other appropriate proceedings, whether for specific performance of any covenant, term or condition set forth in this Contract, or for damages or other relief, or proceed to take any action authorized or permitted under applicable law or regulations.

b. Upon termination of this Contract for default, the County may elect to pay the Contractor for services provided and/or goods delivered up to the date of termination, less the amount of damages caused by the default. If the damages exceed the undisbursed sums available for compensation, the County shall not be obligated to make any further disbursements hereunder.

11. Remedies Cumulative and Concurrent

No remedy herein conferred upon or reserved to the County is intended to be exclusive of any other remedies provided for in this Contract, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder, or under this Contract, or now or hereafter existing at law or in equity or by statute. Every right, power and remedy given to the County shall be concurrent and may be pursued separately, successively or together against the Contractor, and every right, power and remedy given to the County may be exercised from time to time as often as may be deemed expedient by the County.

Buyer  **Authorized Signature** 

HERTRICH FLEET SERVICES, INC

1427 Bay Road Milford, DE 19963

Ford - Chevrolet - Dodge - Jeep
Lincoln - Honda - Buick - GMC - Toyota - Nissan

(800) 698-9825 (302) 422-3300 Fax: (302) 839-0555

June 27, 2025

Tyler Puffenberger
Deputy Director
Water & Waste Water
Hagerstown, MD

We are pleased to provide this Standard Feature List and Options Worksheet for the 2025 Ford F150 XL Truck, priced per the Howard County Contract: 4400004546 Super CAB F150

X1L	**2025 Ford F150 XL 4x4 157" WB**	
995/44G	5.0L V8 Gas® & 10 Speed Automatic Transmission	
YZ/AS	Exterior Oxford White/ Dark Slate Vinyl Front 40/20/40	
101A	101A Include but not limited to: 17" silver painted aluminum	
XL6	3.37 E Lock	$570
425	50 State Emissions	NC
153	Front tag bracket	NC
	MSRP $50,665	
	Hertrich Fleet/HCC Disc	($4,589)
	Total price	$46,076

Please contact us with any questions, or to place an order.

John Worrall – 800-698-9825 or jworrall@hertrichfleet.com

Repair Order History - Details

Search and Select:

Units	Unit - Unit Number	203 (Trucks) CMG

Report Parameters:

Date (In) Start	6/16/2014
Date (In) End	6/17/2025
R/O Work	All R/O's (Internal Work, External Work, or Both)
R/O Costs	ALL Costs (Internal and External)
Filter all data by System Code	No

Repair Order History - Details

Repair Order # 35800
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 35800

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/4/2025	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	121,100 Miles
Date Out:	6/4/2025					
Time In:	1:43 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:44 PM	CMG		3870 (Craigie, Daniel)		
Cost Date:	6/4/2025					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 1/14/2025 -- OVERDUE -- 1213 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3870 (Craigie, Daniel) STRAIGHT TIME	06/04/25	01:44 PM	02:44 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	Pm

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 35802
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 35802

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/3/2025	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	6/4/2025					
Time In:	1:49 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:49 PM	CMG		3870 (Craigie, Daniel)		
Cost Date:	6/3/2025					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
MSC-000-000 Miscellaneous		3870 (Craigie, Daniel) STRAIGHT TIME	06/03/25	01:49 PM	04:49 PM	3	$45.63	$136.89	$0.00	$136.89
MSC-000-000 Miscellaneous		3870 (Craigie, Daniel) STRAIGHT TIME	06/04/25	01:49 PM	03:49 PM	2	$45.63	$91.26	$0.00	$91.26
Total Labor:										**$228.15**

Work Performed

VMRS System	Repair Reason	Work Description
MSC Miscellaneous	Routine Work	Replaced radio and steering wheel

Total R/O Cost **$228.15**

Repair Order History - Details

Repair Order # 35129
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 35129

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/14/2025	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	116,737 Miles
Date Out:	1/14/2025					
Time In:	1:22 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:22 PM	CMG		5692 (Howe, Ethan)		
Cost Date:	1/14/2025					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 9/11/2024 -- OVERDUE -- 571 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		5692 (Howe, Ethan) STRAIGHT TIME	01/14/25	01:22 PM	02:22 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 34581
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 34581

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/11/2024	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	113,094 Miles
Date Out:	9/11/2024					
Time In:	8:26 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:26 AM	CMG		5692 (Howe, Ethan)		
Cost Date:	9/11/2024					

Mechanic Instructions / Complaints

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PM SERVICES
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PM Name || Last Performed || Status || Detail

B-PM -- 6/12/2024 -- DUE -- 206 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		5692 (Howe, Ethan) STRAIGHT TIME	09/11/24	08:26 AM	09:26 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 34219
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 34219

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/12/2024	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	109,950 Miles
Date Out:	6/12/2024					
Time In:	8:03 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:03 AM	CMG		5692 (Howe, Ethan)		
Cost Date:	6/12/2024					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 2/26/2024 -- DUE -- 9 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		5692 (Howe, Ethan) STRAIGHT TIME	06/12/24	08:03 AM	09:03 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 33658
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 33658

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	2/26/2024	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	106,569 Miles
Date Out:	2/26/2024					
Time In:	7:42 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	8:42 AM	CMG		3581 (Poffenberger, Elmer)		
Cost Date:	2/26/2024					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 11/8/2023 -- OVERDUE -- 201 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.00	$3.50	$24.50	$0.00	$24.50
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$27.03**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3581 (Poffenberger, Elmer) STRAIGHT TIME	02/26/24	07:42 AM	08:42 AM	1	$43.59	$43.59	$0.00	$43.59
Total Labor:										**$43.59**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	PM Services	p.m

Total R/O Cost **$70.62**

Repair Order History - Details

Repair Order # 33291
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 33291

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/8/2023	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	103,335 Miles
Date Out:	11/9/2023					
Time In:	11:08 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:08 AM	CMG		3581 (Poffenberger, Elmer)		
Cost Date:	11/8/2023					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/3/2023 -- DUE -- 98 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.00	$3.50	$24.50	$0.00	$24.50
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$27.03**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3581 (Poffenberger, Elmer) STRAIGHT TIME	11/08/23	11:08 AM	12:08 PM	1	$43.59	$43.59	$0.00	$43.59
Total Labor:										**$43.59**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	

Total R/O Cost **$70.62**

Repair Order History - Details

Repair Order # 32885
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 32885

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/3/2023	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	100,060 Miles
Date Out:	7/3/2023					
Time In:	1:17 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:17 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/3/2023					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 4/12/2023 -- DUE -- 66 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$28.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/03/23	01:17 PM	02:17 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$74.41**

Repair Order History - Details

Repair Order # 32472
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 32472

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	4/12/2023	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	96,958 Miles
Date Out:	4/12/2023					
Time In:	11:14 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:44 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	4/12/2023					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 1/25/2023 -- DUE -- 160 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG6947	5W20 Oil		7.50	$2.88	$21.60	$0.00	$21.60
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$24.13**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	04/12/23	11:14 AM	12:44 PM	1.5	$45.63	$68.45	$0.00	$68.45
Total Labor:										**$68.45**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. REPLACE VENT SHADE.

Total R/O Cost **$92.58**

Repair Order History - Details

Repair Order # 32096
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 32096

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/25/2023	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	94,104 Miles
Date Out:	1/25/2023					
Time In:	8:52 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	9:52 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/25/2023					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 10/19/2022 -- DUE -- 42 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		6.00	$3.50	$21.00	$0.00	$21.00
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$23.53**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	01/25/23	08:52 AM	09:52 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$69.16**

Repair Order History - Details

Repair Order # 32011
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 32011

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/14/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	12/14/2022					
Time In:	9:26 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:57 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/14/2022					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
000-000-000 Cab, Climate Control, Instrumentation, & Aerodynamic Devices Group	CG6760	Extened Life Red Anti-Freeze		1.00	$6.58	$6.58	$0.00	$6.58
000-000-000 Cab, Climate Control, Instrumentation, & Aerodynamic Devices Group	CG7058	60-2243 Wiper Blade		2.00	$12.72	$25.44	$0.00	$25.44
Total Parts								**$32.02**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
000-000-000 Cab, Climate Control, Instrumentation, & Aerodynamic Devices Group		3637 (Yeager, Paul) STRAIGHT TIME	12/14/22	09:27 AM	09:57 AM	0.5	$45.64	$22.82	$0.00	$22.82
Total Labor:										**$22.82**

Work Performed

VMRS System	Repair Reason	Work Description
000 Cab, Climate Control, Instrumentation, & Aerodynamic Devices Group	Routine Work	REPLACE W/W BLADES. ADD COOLANT.

Total R/O Cost **$54.84**

Repair Order History - Details

Repair Order # 31928
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31928

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/1/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	11/1/2022					
Time In:	2:01 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:01 PM	CMG				
Cost Date:	11/1/2022					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
013-000-000 Brakes		3870 (Craigie, Daniel) STRAIGHT TIME	11/01/22	02:01 PM	03:01 PM	1	$45.63	$45.63	$0.00	$45.63

Total Labor: **$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
013 Brakes	Routine Work	REAR BRAKES

Total R/O Cost **$45.63**

Repair Order History - Details

Repair Order # 31716
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31716

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/19/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	91,000 Miles
Date Out:	10/19/2022					
Time In:	10:53 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:53 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/19/2022					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/22/2022 -- OVERDUE -- 307 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$28.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/19/22	10:53 AM	11:53 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	

Total R/O Cost **$74.41**

Repair Order History - Details

Repair Order # 31699
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31699

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/6/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	10/6/2022					
Time In:	11:11 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	1:41 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/6/2022					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
002-000-000 Cab & Sheet Metal		3637 (Yeager, Paul) STRAIGHT TIME	10/06/22	11:11 AM	01:41 PM	2.5	$45.63	$114.08	$0.00	$114.08
Total Labor:										**$114.08**

Work Performed

VMRS System	Repair Reason	Work Description
002 Cab & Sheet Metal	Routine Work	REPLACE TAILGATE.

Total R/O Cost **$114.08**

Repair Order History - Details

Repair Order # 31527
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31527

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/22/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	87,457 Miles
Date Out:	7/22/2022					
Time In:	7:55 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	8:55 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/22/2022					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 5/5/2022 -- DUE -- 231 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$28.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/22/22	07:55 AM	08:55 AM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$74.41**

Repair Order History - Details

Repair Order # 31350
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31350

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/5/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	84,415 Miles
Date Out:	5/5/2022					
Time In:	11:03 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:03 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	5/5/2022					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 2/23/2022 -- DUE -- 137 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	05/05/22	11:03 AM	12:03 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 31170
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 31170

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	2/23/2022	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	81,285 Miles
Date Out:	2/23/2022					
Time In:	11:44 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	12:45 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	2/23/2022					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 10/18/2021 -- DUE -- 245 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
PMS-000-000 Preventative Maintenance	CG7145	Air Filter, 9883		1.00	$8.16	$8.16	$0.00	$8.16
Total Parts								**$36.94**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	02/23/22	11:45 AM	12:45 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$82.57**

Repair Order History - Details

Repair Order # 30899
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 30899

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/18/2021	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	78,346 Miles
Date Out:	10/18/2021					
Time In:	1:56 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:56 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/18/2021					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 8/12/2021 -- DUE -- 226 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.50	$26.25	$0.00	$26.25
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$2.53	$2.53	$0.00	$2.53
Total Parts								**$30.92**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/18/21	01:56 PM	02:56 PM	1	$45.63	$45.63	$0.00	$45.63
Total Labor:										**$45.63**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$76.55**

Repair Order History - Details

Repair Order # 30740
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 30740

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	8/12/2021	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	75,544 Miles
Date Out:	8/12/2021					
Time In:	9:10 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:11 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	8/12/2021					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 5/26/2021 -- DUE -- 45 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	08/12/21	09:11 AM	11:11 AM	2	$45.63	$91.26	$0.00	$91.26
Total Labor:										**$91.26**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. REPLACE FRONT BRAKE PADS AND ROTORS.

Total R/O Cost **$106.26**

Repair Order History - Details

Repair Order # 30545
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 30545

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/26/2021	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	72,215 Miles
Date Out:	5/26/2021					
Time In:	9:55 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:55 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	5/26/2021					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 2/9/2021 -- DUE -- 59 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	35934	THERMOSTAT HOUSING GASKET		1.00	$7.64	$7.64	$0.00	$7.64
PMS-000-000 Preventative Maintenance	35991	THERMO HOUSING		1.00	$7.64	$7.64	$0.00	$7.64
PMS-000-000 Preventative Maintenance	43014	WATER PUMP		1.00	$98.27	$98.27	$0.00	$98.27
PMS-000-000 Preventative Maintenance	458190	THERMOSTAT		1.00	$11.94	$11.94	$0.00	$11.94
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$140.49**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		HAGERSTOWN AUTO	05/26/21			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	05/26/21	09:55 AM	10:55 AM	1	$39.46	$39.46	$0.00	$39.46
Total Labor:										**$39.46**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$179.95**

Repair Order History - Details

Repair Order # 30253
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 30253

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	2/9/2021	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	69,105 Miles
Date Out:	2/9/2021					
Time In:	1:25 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:25 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	2/9/2021					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 11/24/2020 -- DUE -- 150 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	MWT 446131	FLOOR MAT		1.00	$99.38	$99.38	$0.00	$99.38
Total Parts								**$114.38**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		HAGERSTOWN AUTO	03/24/21			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	02/09/21	01:25 PM	02:25 PM	1	$39.46	$39.46	$0.00	$39.46
Total Labor:										**$39.46**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$153.84**

Repair Order History - Details

Repair Order # 30030
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 30030

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/24/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	66,109 Miles
Date Out:	11/24/2020					
Time In:	8:57 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:57 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	11/24/2020					

Mechanic Instructions / Complaints

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PM SERVICES
****

PM Name || Last Performed || Status || Detail

B-PM -- 8/14/2020 -- OVERDUE -- 477 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	11/24/20	08:57 AM	09:57 AM	1	$39.46	$39.46	$0.00	$39.46
Total Labor:										**$39.46**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$54.46**

Repair Order History - Details

Repair Order # 29640
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 29640

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	8/14/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	62,372 Miles
Date Out:	8/14/2020					
Time In:	10:47 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:47 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	8/14/2020					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 5/28/2020 -- DUE -- 235 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$16.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	08/14/20	10:47 AM	11:47 AM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$55.43**

Repair Order History - Details

Repair Order # 29348
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 29348

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/28/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	59,291 Miles
Date Out:	5/28/2020					
Time In:	9:16 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	10:16 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	5/28/2020					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 3/11/2020 -- DUE -- 90 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$16.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	05/28/20	09:16 AM	10:16 AM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$55.43**

Repair Order History - Details

Repair Order # 29282
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 29282

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	5/5/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	5/5/2020					
Time In:	8:39 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:39 AM	CMG		3581 (Poffenberger, Elmer)		
Cost Date:	5/5/2020					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
MSC-000-000 Miscellaneous	DL7673	WIPER SWITCH		1.00	$40.51	$40.51	$0.00	$40.51
Total Parts								**$40.51**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
MSC-000-000 Miscellaneous		3581 (Poffenberger, Elmer) STRAIGHT TIME	05/05/20	08:39 AM	10:39 AM	2	$38.81	$77.62	$0.00	$77.62
MSC-000-000 Miscellaneous		HAGERSTOWN AUTO	05/05/20			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$77.62**

Work Performed

VMRS System	Repair Reason	Work Description
MSC Miscellaneous	Routine Work	DIAGNOSED WIPERS ON ALLTHE TIME, REPLACED MULTI-FUNCTION SWITCH.

Total R/O Cost **$118.13**

Repair Order History - Details

Repair Order # 29109
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 29109

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/19/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	3/19/2020					
Time In:	2:16 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:46 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/19/2020					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
013-000-000 Brakes	AD-8816	DISC PAD		1.00	$56.99	$56.99	$0.00	$56.99
Total Parts								**$56.99**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
013-000-000 Brakes		3637 (Yeager, Paul) STRAIGHT TIME	03/19/20	02:16 PM	03:46 PM	1.5	$38.81	$58.22	$0.00	$58.22
013-000-000 Brakes		HAGERSTOWN AUTO	03/19/20			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$58.22**

Work Performed

VMRS System	Repair Reason	Work Description
013 Brakes	Routine Work	PULL ALL WHEELS, CHECK BRAKES. REPLACE REAR BRAKE PADS.

Total R/O Cost **$115.21**

Repair Order History - Details

Repair Order # 29072
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 29072

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/11/2020	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	56,198 Miles
Date Out:	3/11/2020					
Time In:	11:03 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:04 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/11/2020					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 12/18/2019 -- DUE -- 141 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/11/20	11:04 AM	12:04 PM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$53.81**

Repair Order History - Details

Repair Order # 28714
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 28714

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/18/2019	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	53,210 Miles
Date Out:	12/18/2019					
Time In:	11:02 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	12:03 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/18/2019					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 9/18/2019 -- DUE -- 93 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG6760	Extened Life Red Anti-Freeze		1.00	$5.20	$5.20	$0.00	$5.20
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
Total Parts								**$18.48**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	12/18/19	11:03 AM	12:03 PM	1	$38.81	$38.81	$0.00	$38.81
Total Labor:										**$38.81**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$57.29**

Repair Order History - Details

Repair Order # 28676
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 28676

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/6/2019	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	12/9/2019					
Time In:	10:52 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:52 PM	CMG		3870 (Craigie, Daniel)		
Cost Date:	12/6/2019					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
042-000-000 Cooling System	CG6760	Extened Life Red Anti-Freeze		2.00	$5.20	$10.40	$0.00	$10.40
Total Parts								**$10.40**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
042-000-000 Cooling System		3870 (Craigie, Daniel) STRAIGHT TIME	12/06/19	10:52 AM	01:52 PM	3	$37.83	$113.49	$0.00	$113.49
042-000-000 Cooling System		3870 (Craigie, Daniel) STRAIGHT TIME	12/09/19	10:52 AM	12:52 PM	2	$37.83	$75.66	$0.00	$75.66
Total Labor:										**$189.15**

Work Performed

VMRS System	Repair Reason	Work Description
042 Cooling System	Routine Work	REPLACED WATER PUMP, SERP BELT, A/C BELT AND HOSE UNIT 203

Total R/O Cost **$199.55**

Repair Order History - Details

Repair Order # 28527
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 28527

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/30/2019	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	11/5/2019					
Time In:		**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	8:07 AM	CMG				
Cost Date:	10/30/2019					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
013-000-000 Brakes		3870 (Craigie, Daniel) STRAIGHT TIME	10/30/19			2	$37.83	$75.66	$0.00	$75.66
013-000-000 Brakes		3870 (Craigie, Daniel) STRAIGHT TIME	10/31/19			3	$37.83	$113.49	$0.00	$113.49
Total Labor:										**$189.15**

Work Performed

VMRS System	Repair Reason	Work Description
013 Brakes	Routine Work	replaced front pads, roters and calipers replaced battery cables

Total R/O Cost **$189.15**

Repair Order History - Details

Repair Order # 28296
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 28296

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/18/2019	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	50,130 Miles
Date Out:	9/19/2019					
Time In:	1:11 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:49 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	9/18/2019					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 12/27/2018 -- DUE -- 206 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72

Total Parts **$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	09/19/19	01:19 PM	02:49 PM	1.5	$38.81	$58.22	$0.00	$58.22
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	09/18/19	01:12 PM	03:12 PM	2	$38.81	$77.62	$0.00	$77.62

Total Labor: **$135.84**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. REPLACE L/R DOOR LATCH.

Total R/O Cost **$150.84**

Repair Order History - Details

Repair Order # 27016
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 27016

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/27/2018	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	47,055 Miles
Date Out:	12/27/2018					
Time In:	8:54 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:54 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/27/2018					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 9/18/2018 -- OVERDUE -- 158 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	CG7145	Air Filter, 9883		1.00	$7.46	$7.46	$0.00	$7.46
Total Parts								**$22.46**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	12/27/18	08:54 AM	09:54 AM	1	$38.43	$38.43	$0.00	$38.43
Total Labor:										**$38.43**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$60.89**

Repair Order History - Details

Repair Order # 26491
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 26491

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/18/2018	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	43,789 Miles
Date Out:	9/18/2018					
Time In:	1:07 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:07 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	9/18/2018					

Mechanic Instructions / Complaints

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PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 6/11/2018 -- OVERDUE -- 348 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	09/18/18	01:07 PM	02:07 PM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$83.61**

Repair Order History - Details

Repair Order # 25963
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 25963

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/11/2018	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	40,222 Miles
Date Out:	6/11/2018					
Time In:	9:35 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:35 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/11/2018					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 1/12/2018 -- DUE -- 141 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	06/11/18	09:35 AM	10:35 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$83.61**

Repair Order History - Details

Repair Order # 25194
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 25194

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/12/2018	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	36,973 Miles
Date Out:	1/12/2018					
Time In:	1:40 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	2:40 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/12/2018					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 10/9/2017 -- DUE -- 94 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	FT-8528	BRAKE PADS		1.00	$55.31	$55.31	$0.00	$55.31
Total Parts								**$71.93**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	01/12/18	01:40 PM	02:40 PM	1	$68.61	$68.61	$0.00	$68.61
PMS-000-000 Preventative Maintenance		HAGERSTOWN AUTO	01/12/18			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$140.54**

Repair Order History - Details

Repair Order # 24744
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 24744

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/9/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	33,727 Miles
Date Out:	10/9/2017					
Time In:	11:53 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:53 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/9/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/24/2017 -- OVERDUE -- 38 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$1.77	$13.28	$0.00	$13.28
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$15.00**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/09/17	11:53 AM	12:53 PM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$83.61**

Repair Order History - Details

Repair Order # 24351
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 24351

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/24/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	30,346 Miles
Date Out:	7/24/2017					
Time In:	8:09 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:10 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/24/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 4/13/2017 -- OVERDUE -- 640 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/24/17	08:10 AM	09:10 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.23**

Repair Order History - Details

Repair Order # 23779
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 23779

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	4/13/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	26,585 Miles
Date Out:	4/13/2017					
Time In:	8:38 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:39 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	4/13/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 1/19/2017 -- DUE -- 60 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	AF1333	AIR FILTER		1.00	$18.09	$18.09	$0.00	$18.09
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$44.71**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		Fisher Auto Parts	04/13/17			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	04/13/17	08:39 AM	09:39 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$113.32**

Repair Order History - Details

Repair Order # 23599
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 23599

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/1/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	3/9/2017					
Time In:	1:32 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	1:32 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/1/2017					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
003-000-000 Instruments, Gauges, Warning & Shutdown Devices, & Meters		3637 (Yeager, Paul) STRAIGHT TIME	03/08/17	01:32 PM	02:32 PM	1	$69.29	$69.29	$0.00	$69.29
003-000-000 Instruments, Gauges, Warning & Shutdown Devices, & Meters		3870 (Craigie, Daniel) STRAIGHT TIME	03/08/17	01:32 PM	02:32 PM	1	$69.29	$69.29	$0.00	$69.29

Total Labor: **$138.58**

Work Performed

VMRS System	Repair Reason	Work Description
003 Instruments, Gauges, Warning & Shutdown Devices, & Meters	Routine Work	TAKE TO KEYSTONE FORD.

Total R/O Cost **$138.58**

Repair Order History - Details

Repair Order # 23390
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 23390

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/27/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	1/27/2017					
Time In:	10:02 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:02 PM	CMG		5173 (Gunter, Stanley)		
Cost Date:	1/27/2017					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
034-000-000 Lighting System		5173 (Gunter, Stanley) STRAIGHT TIME	01/27/17	10:02 AM	12:02 PM	2	$50.47	$100.94	$0.00	$100.94
Total Labor:										**$100.94**

Work Performed

VMRS System	Repair Reason	Work Description
034 Lighting System	Routine Work	INSTALL DOME LIGHT IN BED

Total R/O Cost **$100.94**

Repair Order History - Details

Repair Order # 23337
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 23337

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/19/2017	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	23,390 Miles
Date Out:	1/19/2017					
Time In:	10:13 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	12:13 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/19/2017					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 10/24/2016 -- OVERDUE -- 217 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	60581	DOME LAMP		1.00	$51.08	$51.08	$0.00	$51.08
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
PMS-000-000 Preventative Maintenance	HP5090	ROCKER TYPE SWITCH		1.00	$5.45	$5.45	$0.00	$5.45
PMS-000-000 Preventative Maintenance	HP5150	SWITCH MOUNTING PANEL		1.00	$2.14	$2.14	$0.00	$2.14
PMS-000-000 Preventative Maintenance	TG7000W	SWITCH		1.00	$8.43	$8.43	$0.00	$8.43
Total Parts								**$93.72**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		Fisher Auto Parts	01/19/17			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		HAGERSTOWN AUTO	01/19/17			0	$0.00	$0.00	$0.00	$0.00
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	01/19/17	10:13 AM	12:13 PM	2	$69.29	$138.58	$0.00	$138.58
Total Labor:										**$138.58**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. FIND AND ORDER LIGHT FOR IN CARGO AREA.

Total R/O Cost **$232.30**

Repair Order History - Details

Repair Order # 22827
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 22827

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	10/24/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	20,060 Miles
Date Out:	10/24/2016					
Time In:	9:35 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	10:35 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	10/24/2016					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 7/12/2016 -- DUE -- 162 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	10/24/16	09:35 AM	10:35 AM	1	$69.29	$69.29	$0.00	$69.29
Total Labor:										**$69.29**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.91**

Repair Order History - Details

Repair Order # 22741
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 22741

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/29/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	9/29/2016					
Time In:	11:20 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:50 AM	CMG		Cline, Michael		
Cost Date:	9/29/2016					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
071-000-000 Body		Cline, Michael STRAIGHT TIME	09/29/16	11:20 AM	11:50 AM	0.5	$48.10	$24.05	$0.00	$24.05
Total Labor:										**$24.05**

Work Performed

VMRS System	Repair Reason	Work Description
071 Body	Routine Work	REPLACE DRIVERS SIDE MIRROR

Total R/O Cost **$24.05**

Repair Order History - Details

Repair Order # 22675
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 22675

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/16/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	9/16/2016					
Time In:	1:29 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	1:29 PM	CMG		ROCK AUTO		
Cost Date:	9/16/2016					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
071-000-000 Body		FREIGHT		1.00	$6.99	$6.99	$0.00	$6.99
071-000-000 Body	FO1320408	OUTSIDE MIRROR		1.00	$145.79	$145.79	$0.00	$145.79
Total Parts								**$152.78**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
071-000-000 Body		ROBERT OXYGEN	09/16/16			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$0.00**

Work Performed

VMRS System	Repair Reason	Work Description
071 Body	Routine Work	

Total R/O Cost **$152.78**

Repair Order History - Details

Repair Order # 22280
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 22280

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	7/12/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	17,020 Miles
Date Out:	7/12/2016					
Time In:	8:39 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:39 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	7/12/2016					

Mechanic Instructions / Complaints

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PM SERVICES
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PM Name || Last Performed || Status || Detail

B-PM -- 3/31/2016 -- DUE -- 144 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	07/12/16	08:39 AM	09:39 AM	1	$69.29	$69.29	$0.00	$69.29
Total Labor:										**$69.29**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PEFORM B-PM.

Total R/O Cost **$95.91**

Repair Order History - Details

Repair Order # 21738
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 21738

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	3/31/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	13,919 Miles
Date Out:	3/31/2016					
Time In:	2:06 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	3:06 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	3/31/2016					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 1/5/2016 -- OVERDUE -- 111 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	03/31/16	02:06 PM	03:06 PM	1	$69.29	$69.29	$0.00	$69.29
Total Labor:										**$69.29**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.91**

Repair Order History - Details

Repair Order # 21368
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks)

Repair Order # 21368

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/28/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	1/28/2016					
Time In:	8:27 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	8:27 AM	CMG		MCCarthy Tires		
Cost Date:	1/28/2016					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
017-000-000 Tires, Tubes, Liners & Valves		SCRAP FEE		1.00	$4.00	$4.00	$0.00	$4.00
017-000-000 Tires, Tubes, Liners & Valves		TIRE FEE		1.00	$0.80	$0.80	$0.00	$0.80
017-000-000 Tires, Tubes, Liners & Valves	235/75R17	TIRE		1.00	$179.90	$179.90	$0.00	$179.90

Total Parts **$184.70**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
017-000-000 Tires, Tubes, Liners & Valves		MCCarthy Tires	01/28/16			0	$0.00	$0.00	$0.00	$0.00

Total Labor: **$0.00**

Work Performed

VMRS System	Repair Reason	Work Description
017 Tires, Tubes, Liners & Valves	Routine Work	

Total R/O Cost **$184.70**

Repair Order History - Details

Repair Order # 21243
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 21243

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/5/2016	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	10,380 Miles
Date Out:	1/5/2016					
Time In:	10:36 AM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	12:07 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	1/5/2016					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 9/22/2015 -- DUE -- 146 Miles Remaining.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG0005	Windshield Washer Fluid		1.00	$1.62	$1.62	$0.00	$1.62
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		6.00	$3.32	$19.92	$0.00	$19.92
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$23.26**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	01/05/16	10:37 AM	12:07 PM	1.5	$68.61	$102.92	$0.00	$102.92
Total Labor:										**$102.92**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM. ROTATE TIRES, CHECK BRAKES.

Total R/O Cost **$126.18**

Repair Order History - Details

Repair Order # 21105
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 21105

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	12/9/2015	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	12/9/2015					
Time In:	12:46 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	1:46 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	12/9/2015					

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
002-000-000 Cab & Sheet Metal		3637 (Yeager, Paul) STRAIGHT TIME	12/09/15	12:46 PM	01:46 PM	1	$68.61	$68.61	$0.00	$68.61

Total Labor: **$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
002 Cab & Sheet Metal	Routine Work	REPLACE DRIVERS SIDE MIRROR

Total R/O Cost **$68.61**

Repair Order History - Details

Repair Order # 21095
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 21095

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	11/30/2015	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	11/30/2015					
Time In:	9:11 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	9:11 AM	CMG		ROCK AUTO		
Cost Date:	11/30/2015					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
071-000-000 Body		FREIGHT		1.00	$7.65	$7.65	$0.00	$7.65
071-000-000 Body	F01320408	OUTSIDE MIRROR		1.00	$145.79	$145.79	$0.00	$145.79
Total Parts								**$153.44**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
071-000-000 Body		ROCK AUTO	11/30/15			0	$0.00	$0.00	$0.00	$0.00
Total Labor:										**$0.00**

Work Performed

VMRS System	Repair Reason	Work Description
071 Body	Routine Work	

Total R/O Cost **$153.44**

Repair Order History - Details

Repair Order # 20661
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 20661

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	9/22/2015	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	7,007 Miles
Date Out:	9/22/2015					
Time In:	10:44 AM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:	11:44 AM	CMG		3637 (Yeager, Paul)		
Cost Date:	9/22/2015					

Mechanic Instructions / Complaints

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PM SERVICES

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PM Name || Last Performed || Status || Detail

B-PM -- 6/1/2015 -- OVERDUE -- 176 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	09/22/15	10:44 AM	11:44 AM	1	$68.61	$68.61	$0.00	$68.61
Total Labor:										**$68.61**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$95.23**

Repair Order History - Details

Repair Order # 19843
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 19843

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	6/1/2015	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	3,336 Miles
Date Out:	6/1/2015					
Time In:	1:15 PM	Location	Repair Stage	Mechanic/Vendor		
Time Out:	2:15 PM	CMG		3637 (Yeager, Paul)		
Cost Date:	6/1/2015					

Mechanic Instructions / Complaints

****

PM SERVICES

****

PM Name || Last Performed || Status || Detail

B-PM -- 2/24/2015 -- OVERDUE -- 68 Miles Overdue.

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance	CG7002	5W-20 Oil		7.50	$3.32	$24.90	$0.00	$24.90
PMS-000-000 Preventative Maintenance	CG7101	Oil Filter, 7045		1.00	$1.72	$1.72	$0.00	$1.72
Total Parts								**$26.62**

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
PMS-000-000 Preventative Maintenance		3637 (Yeager, Paul) STRAIGHT TIME	06/01/15	01:15 PM	02:15 PM	1	$59.80	$59.80	$0.00	$59.80
Total Labor:										**$59.80**

Work Performed

VMRS System	Repair Reason	Work Description
PMS Preventative Maintenance	Routine Work	PERFORM B-PM.

Total R/O Cost **$86.42**

Repair Order History - Details

Repair Order # 19096
Unit: 203 - CMG (Trucks)

Unit: 203 - CMG (Trucks) — Repair Order # 19096

Date / Time (In-Out)		Status	Repair Class	Serial Number	License	Meter Reading(s)
Date In:	1/21/2015	CLOSED	Scheduled	1FTFX1EF2EKG51795	LG98557	
Date Out:	3/12/2015					
Time In:	4:48 PM	**Location**	**Repair Stage**	**Mechanic/Vendor**		
Time Out:		CMG		3637 (Yeager, Paul)		
Cost Date:	1/21/2015					

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost Subtotal	Tax	Total
MSC-000-000 Miscellaneous	032416	CIRCUIT		1.00	$6.99	$6.99	$0.00	$6.99
MSC-000-000 Miscellaneous	119761	TOGGLE SWITCH		1.00	$4.99	$4.99	$0.00	$4.99
MSC-000-000 Miscellaneous	782-2226	CIRCUIT		3.00	$7.19	$21.57	$0.00	$21.57
MSC-000-000 Miscellaneous	CG6913	SY0216 Fire Extinguisher		1.00	$37.85	$37.85	$0.00	$37.85
MSC-000-000 Miscellaneous	CG7106	10" Decal		2.00	$1.14	$2.28	$0.00	$2.28
MSC-000-000 Miscellaneous	CG7107	First Aid Kit		1.00	$29.05	$29.05	$0.00	$29.05
MSC-000-000 Miscellaneous	CG7115	Tank Ring 58mm		1.00	$57.20	$57.20	$0.00	$57.20
MSC-000-000 Miscellaneous	CG7116	MICRO-DATAPASS		1.00	$201.50	$201.50	$0.00	$201.50
MSC-000-000 Miscellaneous	CH55014	TOGGLE SWITCH		2.00	$10.50	$21.00	$0.00	$21.00
MSC-000-000 Miscellaneous	CL16	PRIMARY WIRE		50.00	$0.39	$19.50	$0.00	$19.50
MSC-000-000 Miscellaneous	DAS-TS-100AD	3 WAY MIRROR		1.00	$7.64	$7.64	$0.00	$7.64
MSC-000-000 Miscellaneous	EC5580A	LED STROBE LIGHTBAR		1.00	$249.00	$249.00	$0.00	$249.00
MSC-000-000 Miscellaneous	ECC-3811A	AMBER LED LIGHTS		9.00	$56.69	$510.21	$0.00	$510.21
MSC-000-000 Miscellaneous	ECC-9014A	LED ;IGHT		4.00	$59.12	$236.48	$0.00	$236.48
MSC-000-000 Miscellaneous	V15 92741	VENT VISOR		1.00	$49.95	$49.95	$0.00	$49.95
MSC-000-000 Miscellaneous	W16 233510	STEP BARS		1.00	$349.97	$349.97	$0.00	$349.97
MSC-000-000 Miscellaneous	W24 446131	FRONT FLOOR MATS		1.00	$109.95	$109.95	$0.00	$109.95
Total Parts								**$1,915.13**

Repair Order History - Details

Labor

VMRS Code Work Accomplished	Failure Code	Mechanic / Vendor Method	Date	Time In	Time Out	Hours	Rate	Subtotal	Tax	Total
MSC-000-000 Miscellaneous		Cumberland Truck Equip	02/23/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		SCOTT'S AUTO	03/12/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/23/15	02:12 PM	03:12 PM	1	$59.80	$59.80	$0.00	$59.80
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/26/15	02:12 PM	04:42 PM	2.5	$59.80	$149.50	$0.00	$149.50
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/06/15	02:12 PM	02:42 PM	0.5	$59.80	$29.90	$0.00	$29.90
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/10/15	02:12 PM	03:12 PM	1	$59.80	$59.80	$0.00	$59.80
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/16/15	02:12 PM	03:12 PM	1	$59.80	$59.80	$0.00	$59.80
MSC-000-000 Miscellaneous		Cumberland Truck Equip	02/12/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Fisher Auto Parts	02/06/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		SCOTT'S AUTO	02/03/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		HAGERSTOWN AUTO	01/29/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	02/05/15	02:42 PM	03:42 PM	1	$59.80	$59.80	$0.00	$59.80
MSC-000-000 Miscellaneous		AUTO ELECTRIC	01/29/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		Cumberland Truck Equip	01/22/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		SCOTT'S AUTO	01/27/15			0	$0.00	$0.00	$0.00	$0.00
MSC-000-000 Miscellaneous		3637 (Yeager, Paul) STRAIGHT TIME	01/29/15	04:48 PM	06:48 PM	2	$59.80	$119.60	$0.00	$119.60
MSC-000-000 Miscellaneous		Motor Vehicle Admin	01/21/15			0	$0.00	$100.00	$0.00	$100.00
MSC-000-000 Miscellaneous		AUTO ELECTRIC	01/22/15			0	$0.00	$0.00	$0.00	$0.00

Total Labor: **$638.20**

Work Performed

VMRS System	Repair Reason	Work Description
MSC Miscellaneous	Routine Work	TAGS. INSTALL 2WAY RADIO, STROBE LIGHTS, PREP FOR SERVICE.

Total R/O Cost **$2,553.33**

CITY OF HAGERSTOWN
VEHICLE / EQUIPMENT REPLACEMENT SCHEDULE
DISPOSAL INFORMATION / JUSTIFICATION
FISCAL YEAR 2026
(attach to consent agenda form)

Department	Utilities	**Division**	Water		
Vehicle Call #	203	Model Yr.	2014	Serial #	1FTFX1EF2EKG51795
Make	Ford	Model	F-150		
Vehicle Description	Truck				
Mileage	121,000	# of Service Repair Orders	53	Repair Costs to Date	$7,615.62
Condition	Poor				

Reason(s) for Replacement:

Deteriorating Condition X Undersized for Type of Work ___ Hours / Age X Age ___

Other (please explain) This vehicle will be taken to auction.

Is Purchase an Addition to Fleet? ___ Reason: ___

Disposition:

Sell at Auction: X Salvage Value: ___ Transfer Within City: ___
Other: ___

Notes:

The truck has multiple coolant and oil leaks and is in deteriorating condition.

Date: **6/13/2025** **Report Prepared By:** **Tyler Puffenberger**

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Pelletizer Engineering Services - Black and Veatch Corp. (Gaithersburg, MD) $380,655.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_FY26_Pelletizer_Engineering_Services.pdf	Signed Consent Form
CONSENT_BLACK_VEATCH_PELLETIZER_CO3_07222025.pdf	CONSENT BLACK&VEATCH PELLETIZER
Hagerstown_Pelletizer_-_Engineering_Support_Services_Contract_Amendment.pdf	PROPOSAL BLACK&VEATCH PELLETIZER UPGRADES

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater Pelletizer Engineering Services

Account No: 5474001-5306 CIP Control No. ✓

Budget Amount: $1,500,000.00 ✓ Account Balance: $See Below Unbudgeted Amount: $NA ✓

Fiscal Year: FY26 Source of Funds: Wastewater

Quantity	Description	Value
	Change Order 3:	$ 380,655.00
	Class A Biosolids - Engineering Services for Capital Improvements	
	for the Pelletizer Facility	
	Account balance is less FY25 encumbrances	
	5474001-5306 Budget: 1,500,000 - Balance: $1,261,259.96	
	TOTAL VALUE OF PROJECT $	$ 380,655.00

ABOVE TO BE USED FOR: Change Order #3 to existing contract to provide engineering services sfor dust hazard improvements at the pelletizer facility for compliance with NFPA standards per the attached proposal.

RECOMMENDED VENDOR:

Business Name: Black & Veatch Corporation

Business Address: 18310 Montgomery Village Ave.

City/State/Zip: Gaithersburg, MD 20879

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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 Existing Contract was sole source/preferred provider based on institutional knowledge of City's WWTP - Engineer of record for BNR &ENR upgrade. Funding is available in the FY26 budget.

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.07.09 12:33:26-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org Reason: I have reviewed this document Location: Date: 2025.07.09 12:33:42-04'00' Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Fleck 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve..

07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Black & Veatch
8310 Montgomery Village Ave Suite 750, Gaithersburg, MD 20879
P +1 301-556-4389 E crowmm@bv.com

April 10, 2025

City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

B&V Project: 411343
B&V File: 10.2000

Attention: Nancy Hausrath, Director of Utilities

Subject: Hagerstown WWTP Pelletizer Engineering Support Services - Scope and Fee

Please find enclosed the City of Hagerstown Pelletizer Engineering Support Services as part of our master agreement for engineering services. The scope for these professional services to provide contract oversight on the Pelletizer Facility operations and maintenance contract. Previously, the City approved the Scope of Services; the work is that is currently in progress and this contract amendment accounts for the additional hours required for ongoing work.

Please do not hesitate to reach out to Betsy Baldwin or myself if you have any questions about our proposal.

Very truly yours,



Black & Veatch

Matt Crow, P.E.
Project Manager

BB
Enclosure(s)

cc: Priscilla Brown-Buchalla, BV
Betsy Baldwin, BV

MASTER AGREEMENT FOR ENGINEERING SERVICES

EXHIBIT A.2

CHANGE ORDER No. 3

Pursuant to the terms and conditions of the Master Agreement for Engineering Services executed and made effective as of February 23, 2022, by and between the City of Hagerstown, MD ("Owner") and Black & Veatch Corporation ("Engineer"), Owner requests Engineer to perform the following additional services:

Background/Purpose

This agreement is the continuation of Exhibit A signed on February 23, 2022.The purpose of this Change Order is to provide as-needed professional services requested and authorized by the City of Hagerstown (City) until April 30, 2026.

Scope of Services

The City has requested Black & Veatch's (Engineer's) additional professional services to provide contract oversight on the Pelletizer Facility operations and maintenance contract. The City approved the Scope of Services; the work is currently in progress. This change order accounts for the additional hours required for ongoing work.

The City will assign work on an as-needed basis throughout the duration of these tasks.

Project Management services for this Change Order will include management and administrative duties associated with the assignments, including task set-up, resource management, progress monitoring, scheduling, trend/change management, general correspondence, project administration, and invoicing; oversight and coordination of all task activities; deliverable quality review; and task and overall budget monitoring.

As-needed services under this Change Order may include but are not limited to the following:

Task 1:

Dust Hazard Analysis Implementation – Monitor progress of implementing DHA recommendations with selected contractor, review findings and prioritize improvements, and assist contractor as needed.

Development of Transition Documents – Assist in the review of selected contractors, transition documents for the selected contractor as needed. Documents to include Facility O&M, Safety and Emergency Plan, and SOPs and SEMPs. The engineer will meet with the new contractor, review suggested modifications, and review final documents as needed.

Contract Monitoring – Assist in facilitating monthly meetings with the contracted operator, review invoices, review capital improvement designs and oversee construction, monitor

performance, assist with contract amendments, review plant performance and implementation of performance guarantees.

CMMS Implementation – Assist in CMMS implementation as needed and provide final review.

SCADA & CMMS Integration (Access to City) – Engineer will review the concept developed by the new contractor and facilitate.

Recycle Stream Sampling – Engineer will review the concept for Recycle Stream Sampling, pilot system, data collection and review.

Planning of Capital Improvements – The Engineer will assist and coordinate the planning of future up-front capital improvements project planning, budgeting, and oversight of design.

Task 2 - Construction Phase Services – Assist in monitoring the progress of construction and conformance with design documents to ensure pelletizer facility reliability and functionality. Monitoring will be done through review of third-party Engineer submittal reviews, site visits and review of draft design documents. As part of these services, a Resident Project Representative (RPR) will be visiting the site for inspecting the capital improvement project, along with an allowance for special inspections (welding, concrete, etc.).

Compensation

The Engineer agrees that the aggregate payment for all City-approved tasks performed under this Change Order shall not exceed $380,655.00. The assigned work will be performed as needed up to the not-to-exceed value of the Change Order. The level of effort for the individual tasks will be determined upon assignment. The Engineer will track actual expenses and inform the City before exceeding 90% of the Change Order budget.

Time and materials for assignments under this Change Order will be billed based on the rates provided in the Agreement Exhibit B and will include direct, indirect, and subcontracted costs as applicable. Materials necessary to complete a request will be reimbursed at cost with a valid receipt.

Schedule

This Task Order is in effect until April 30, 2026.

Additional City's Responsibilities

The City will provide the necessary documentation and background information for all task requests. The City will respond to data requests and provide input as needed during the execution of individual tasks in a timely manner.

Assumptions

1. The City and contracted Pelletizer Plant operator will provide access to all necessary data and information for the Engineer to complete the tasks outlined in the Scope of Services.
2. The City will provide timely feedback and approval of deliverables to ensure project timelines are met.
3. The City will fund any additional expenses related to the as-needed professional services requested and authorized by the City.
4. The current Pelletizer Plant contracted operator does not change. Services for solicitation of a new pelletizer facility operator can be provided under a separate scope.
5. Up Front Capitol Improvements project commences in 2025 and has an estimated duration of 7 months.
6. Construction submittal reviews can be completed remotely.
7. Resident Project Representative services will require travel to the Hagerstown WWTP.
8. Meetings with City and pelletizer facility contracted operator will be virtual approximately 50% of monthly meetings.

Additional Terms Specific to this Request for Services

Not included in this scope.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the Parties for the Services specified herein.

IN WITNESS WHEREOF, the Parties have executed this Request for Services, intending to be legally bound.

CITY OF HAGERSTOWN, MD	**BLACK & VEATCH CORPORATION**
By: _____	By: _____
Printed Name: Nancy Hausrath	Printed Name: Kent A. Lackey, PE
Title: Director of Utilities	Title: Senior Vice President
Date: _____	Date: _____

		Hours	Labor	Subcontracts	Travel Expenses	Project Total
	CONTRACT TOTALS IN USD $:	$ 1,498	$ 350,655	$ 20,000	$ 10,000	$ 380,655
Task	**Description**					
Task 1	**Task 1**					
1/.03	Pelletizer O&M Contract Monitoring	**349**	$ 89,620		$ 1,425	$ 91,045
1/.06	Assist/Coordinate future CIP project	**173**	$ 47,700		$ 855	$ 48,555
1/.07	Project Management	**229**	$ 50,160			$ 50,160
	Task 1 Subtotals	**751**	$ 187,480		$ 2,280	$ 189,760
Task 2	**Task 2**					
2/.01	Resident Project Representative	**524**	$ 104,800		$ 7,720	$ 112,520
2/.02	Special Inspections/Subcontracting	**5**	$ 775	$ 20,000		$ 20,775
2/.03	Submittal review Capital Improvements	**218**	$ 57,600			$ 57,600
	Task 2 Subtotals	**747**	$ 163,175	$ 20,000	$ 7,720	$ 190,895

CONFIDENTIAL [Note 2]

Black & Veatch

Billing Rates and Expense Schedule
for
Hagerstown, City of

Calendar Year 2025

HOURLY BILLING RATES (see Client Billings and Notes)

Title/Description	Hourly Billing Rate ($USD)
Principal	$425.00
Sr. Engineering Manager	$385.00
Sr. Technical Specialist	$355.00
Client Director	$320.00
Process/Technical Specialist	$305.00
Project Manager	$260.00
Engineering Manager	$245.00
Estimating	$235.00
Sr. Project Engineer	$220.00
Project Engineer	$210.00
Senior Engineer	$200.00
Engineer III	$195.00
Engineer II	$190.00
Engineer I	$185.00
Technician II	$160.00
Project Asisstant	$155.00
Clerical	$150.00
Technician I	$145.00
Project Controls	$140.00
Staff Engineer	$100.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
3. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Water/Wastewater: Miscellaneous Engineering Services – Black and Veatch Corp. (Gaithersburg, MD) $250,000.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Water_and_Wastewater_-_MIscellaneous_Engineering_Services.pdf	Signed Consent Form
CONSENT_BLACK_VEATCH_MICS_ENG_07222025.pdf	CONSENT BLACK&VEATCH MISC ENG SERVICES
Hagerstown_Misc._Engineering_Services_-_Contract_Amendment.pdf	PROPOSAL MISC ENG SERVICES

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Engineering

Department Director or Manager: Nancy Hausrath

Account/Project Name: Water and Wastewater

Account No: See below CIP Control No. _____

Budget Amount: $See Below ✓ Account Balance: $See Below ✓ Unbudgeted Amount: $NA ✓

Fiscal Year: FY26 Source of Funds: Water Fund 25% and Wastewater Fund 75%

Quantity	Description	Value
	Misc Engineering Services per attached Scope of Services	$ 250,000.00
	to include plan review for new development and redevelopment,	
	development of RFPs, assist with funding application and other	
	related work with funding agencies, etc.	
	Account balance is less FY25 encumbrances	
	5274001-5306 Budget: $2,000,000 - Balance: $319,196.88	
	5474001-5306 Budget: 1,500,000 - Balance: $1,261,259.96	
	TOTAL VALUE OF PROJECT	$ $ 250,000.00

ABOVE TO BE USED FOR: Change Order #5 to existing contract to provide misc. engineering services for Water and Wastewater as described in the attached scope of services.

RECOMMENDED VENDOR:

Business Name: Black & Veatch Corporation

Business Address: 18310 Montgomery Village Ave.

City/State/Zip: Gaithersburg, MD 20879

Bid/Proposal/Quote No.: _____ Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	PUBLIC FACILITIES & INFRASTRUCTURE	The City of Hagerstown will maintain quality services and infrastructure that support residents and businesses in a cost-effective manner.
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	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 Existing Contract was sole source/preferred provider based on institutional knowledge of City's WWTP - Engineer of record for BNR &ENR upgrade.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 12:33:26-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 12:33:42-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

Tyler Frech 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Grossman 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
Indicate with an X	**FOCUS AREA**	**GOAL STATEMENT**
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Black & Veatch
8310 Montgomery Village Ave Suite 750, Gaithersburg, MD 20879
P +1 301-556-4389 E crowmm@bv.com

April 10, 2025

City of Hagerstown
1 Clean Water Circle
Hagerstown, MD 21740

B&V Project: 416086
B&V File: 10.2000

Attention: Nancy Hausrath, Director of Utilities

Subject: Hagerstown WWTP Miscellaneous Engineering Services - Scope and Fee

Please find enclosed the City of Hagerstown Miscellaneous Engineering Services as part of our master agreement. The scope for these professional services focuses on miscellaneous current and potential smaller assignments/tasks. This contract amendment will allow for the additional hours required to enable the City to continue to assign, document, and fund these small-value services, facilitating a prompt and efficient response.

Please do not hesitate to reach out to Betsy Baldwin or myself if you have any questions about our proposal.

Very truly yours,



Black & Veatch

Matt Crow, P.E.
Project Manager

BB
Enclosure(s)

cc: Priscilla Brown-Buchalla, BV
Betsy Baldwin, BV

MASTER AGREEMENT FOR ENGINEERING SERVICES EXHIBIT A.3

CHANGE ORDER No. 5 (for PO 20231145)

Pursuant to the terms and conditions of the Master Agreement for Engineering Services executed and made effective as of February 23, 2022, by and between the City of Hagerstown, MD ("Owner") and Black & Veatch Corporation ("Engineer"), Owner requests Engineer to perform the following additional services:

Background/Purpose

This agreement is the continuation of Exhibit A signed on February 23, 2022. The purpose of this Change Order is to provide professional services requested and authorized by the City of Hagerstown (City).

Scope of Services

The City has requested Black & Veatch's (Engineer's) professional services for miscellaneous current and potential small-value tasks. The small scale of the assignments and their short-to-immediate turnaround times are not well suited to the development and approval process for individual Task Orders. This Change Order accounts for the additional hours required to enable the City to continue to assign, document, and fund these small-value services, facilitating a prompt and efficient response to each assignment.

The City will assign work on an as-needed basis throughout the duration of this Change Order. Any activities deemed by the City to require a separate Task Order will be handled as directed by the Master Agreement.

Project Management services for this Change Order will include management and administrative duties associated with the assignments, including task set-up, resource management, progress monitoring, scheduling, trend/change management, general correspondence, project administration, and invoicing; oversight and coordination of all task activities; deliverable quality review; and task and overall budget monitoring.

As-needed services under this Change Order may include but are not limited to the following:

Engineering Services – Respond to information requests; perform or confirm process calculations; provide troubleshooting assistance; provide design review and comments on drawings, specifications, and other documents; respond to questions and comments on design documents; provide value engineering reviews for upcoming projects.

RFP Assistance - Assist the City in preparing Requests for Proposals (RFPs) and evaluating proposals and bids for projects as directed by the City.

Funding Application Coordination - Coordinate with MDE and other potential funding sources regarding City funding requests and applications; update applications; monitor application requirements and status; and respond to application questions.

Construction Services – Provide constructability reviews, construction estimates, submittal and Request for Information responses, field inspections, and onsite City representation where contracted work is being performed.

Compensation

The Engineer agrees that the aggregate payment for all City-approved tasks under this Change Order shall not exceed $250,000. The assigned work will be performed as needed up to the not-to-exceed value of the Change Order. The level of effort for the individual tasks will be determined upon assignment. The Engineer will track actual expenses and inform the City before exceeding 90% of the Change Order budget.

Time and materials for assignments under this Change Order will be billed based on the rates in the Agreement Exhibit B. Rates will include direct, indirect, and subcontracted costs as applicable. Materials necessary to complete a request will be reimbursed at cost with a valid receipt.

Schedule

This Task Order is in effect until fee is expended.

Additional City's Responsibilities

The City will provide the necessary documentation and background information for all task requests. The City will respond to data requests and provide input as needed during the execution of individual tasks in a timely manner.

Assumptions

None

Additional Terms Specific to this Request for Services

Not included in this scope.

This Request for Services and the above-referenced Agreement constitute the complete understanding of the Parties for the Services specified herein.

IN WITNESS WHEREOF, the Parties have executed this Request for Services, intending to be legally bound.

CITY OF HAGERSTOWN, MD	**BLACK & VEATCH CORPORATION**
By:_____	By: _____
Printed Name: Nancy Hausrath	Printed Name: Kent A. Lackey, PE
Title: Director of Utilities	Title: Senior Vice President
Date:_____	Date:_____

CONFIDENTIAL [Note 2]

Black & Veatch

Billing Rates and Expense Schedule
for
Hagerstown, City of

Calendar Year 2025

HOURLY BILLING RATES (see Client Billings and Notes)

Title/Description	Hourly Billing Rate ($USD)
Principal	$425.00
Sr. Engineering Manager	$385.00
Sr. Technical Specialist	$355.00
Client Director	$320.00
Process/Technical Specialist	$305.00
Project Manager	$260.00
Engineering Manager	$245.00
Estimating	$235.00
Sr. Project Engineer	$220.00
Project Engineer	$210.00
Senior Engineer	$200.00
Engineer III	$195.00
Engineer II	$190.00
Engineer I	$185.00
Technician II	$160.00
Project Asisstant	$155.00
Clerical	$150.00
Technician I	$145.00
Project Controls	$140.00
Staff Engineer	$100.00

Client Billings: Client shall pay to Engineer for the performance of the Services the sum of the following amounts unless the compensation is otherwise stated in the specific task assignment.

1. Labor will be billed as actual hours charged to this project by Black & Veatch personnel and in accordance with the rates above.
2. Expenses for travel and lodging will be billed at actual cost. These expenses include cost such as air-fare, personal mileage, lodging, meals, motor vehicles rental, telephone, special rental equipment, etc.
3. Any other professionals not specifically identified above will be placed in the most appropriate category above based on function and experience.

Notes:

1. Billing rates are subject to annual adjustment on each January 1.
2. This Rate Sheet contains information that may be privileged, confidential and exempt from disclosure under applicable law. Any unauthorized disclosure, copying, or distribution of this document or any of its contents is prohibited.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: FY26 Pelletizer Facility Asset Management Fee – New England Fertilizer Company (North Quincey, MA) $107,925.78

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_FY26_Pelletizer_Facility_Asset_Management_Fee.pdf	Signed Consent Form
CONSENT_WASTEWATER_FY26_ASSET_MANAGEMENT_FEE_07222025.pdf	CONSENT NEFCO ASSET MANAGEMENT FEE FY26
Hagerstown_-_FY2026_-_Escalation_Estimate_03-2025.pdf	ASSET MANAGEMENT WORKSHEET
PROFESSIONAL_SERVICES_CONTRACT_AUG_22_2023.pdf	NEFCO CONTRACT

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Tyler Puffenberger

Account/Project Name: Wastewater - Pelletizer Facility Asset Management Fee – NEFCO

Account No: 5485001-5830 CIP Control No. C0712

Budget Amount: $2,000,000 Account Balance: $See Below Unbudgeted Amount: $ Ø

Fiscal Year: FY26 Source of Funds: Wastewater

Quantity	Description	Value
1	Asset Management Fee (July1, 2025 - June 30, 2026)	$ 107,925.78
	Account Balance less FY25 Encumbrances: $1,168,052.30	
	TOTAL VALUE OF PROJECT	$ $ 107,925.78

ABOVE TO BE USED FOR: Misc. improvements for operational equipment for the pelletizer operation.

RECOMMENDED VENDOR: Business Name: New England Fertilizer Company

Business Address: 500 Victory Road

City/State/Zip: North Quincey, MA 02171

Bid/Proposal/Quote No.: P1768.23 Sole Source? ____ Yes X No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**
Synagro		
Denali		

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	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 Contract approval in August 2023 was for 10-years with two (2) five-year renewal options under mutually agreeable terms and included the annual Asset Management Fee.

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 14:05:57-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

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Signature / Date

(2) Purchasing Agent

COMMENTS

Approve

7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

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REVIEWED AND APPROVED AS FOLLOWS:

(1) Department Director and Division Manager

COMMENTS

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

City of Hagerstown
Annual Service Fee Estimate
For Fiscal Year Beginning July 1, 2025

CPI-WS (Estimate)	**5.20%**
ECI (Estimate)	**3.2**

Base Fee Escalation Factor

	=	1 + [(CPI-WS x 0.25) + (ECI x 0.75)]
	=	1 + [(.052 x 0.25) + (.032 x 0.75)]
	=	1.037
Initial Base Fee	$	1,591,807.35
Annual Base Fee Escalation Factor		1.03700
Base Fee Estimate	**$**	**1,650,704.22**

Variable Fee Escalation Factor

	=	1+(CPI-WS)
	=	1 + (.052)
	=	1.052
Initial Variable Fee	$	72.91
Annual Variable Fee Escalation Factor		1.052
Variable Fee Estimate	**$**	**76.70**

Asset Management Fee Escalation Factor

	=	1 + [(CPI-WS x 0.25) + (ECI x 0.75)]
	=	1 + [(.052 x 0.25) + (.032 x 0.75)]
	=	1.037
Initial Asset Management Fee	$	104,075.00
Asset Management Fee Escalator		1.037
Asset Management Fee Estimate	**$**	**107,925.78**

OPERATIONS AND MAINTENANCE SERVICES FOR PELLETIZER FACILITY OPERATION

PROFESSIONAL SERVICES AGREEMENT

Between

City of Hagerstown, MD

And

New England Fertilizer Company

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PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement entered into effective the _____ day of _____, 2023 by and between the City of Hagerstown, Maryland, hereinafter referred to as "City" on behalf of the Utilities Department, and New England Fertilizer Company, hereinafter referred to as "Service Provider". City and Service Provider are each hereinafter referred to as a Party and collectively, the Parties.

ARTICLE I – SERVICE AGREEMENT TERM

This contract shall commence upon the issuance of a Notice to Proceed by the City and shall continue through June 30, 2033. This contract will have the option of two (2) renewals for five (5) calendar years each. Either party may provide written notice to the other of its request to extend no later than 18-months before the end of the term. Within 3-months of receipt of the notice, the other party shall accept or reject the renewal. If the party rejects the renewal request, the Contract shall terminate on June 30, 2033.

ARTICLE II – DEFINITIONS

As used in this Service Agreement, and except as expressly provided herein, Capitalized terms shall have the meanings set forth in this section, and if not defined here, their ordinary meaning.

2.1. *Affiliate* – Shall mean with respect to any Person, any other Person that controls, or is controlled by or under common control with, such Person.

2.2. *Applicable Law* - Shall mean any statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval or restriction of the appropriate Governmental Authority having jurisdiction, or any interpretation or administration of any of the foregoing by the appropriate Governmental Authority charged with the responsibility for the foregoing, applicable from time to time to the ownership, possession, operation, improvement, expansion, equipping, design or financing of the Facilities and/or the Collection System or the performance of obligations under this Service Agreement or any other Facility Agreement, whether now or hereinafter in effect; provided, however, that any such statute, law, charter, regulation, ordinance, rule, judgment, order, decree, permit, license, requirement, approval, restriction, interpretation, or administration is lawful and binding. Applicable Law includes, without limitation, Environmental Laws.

2.3. *Base Flow and Load* - The annual average quantity (volume and dry tonnage basis) of solids delivered to the sludge holding tank from the Wastewater Treatment Plant.

2.4. *Biosolids* – Shall mean solids, meeting 40 CFR Part 503 Class A specifications, produced at the Facilities during, or result from, the processing of Influent Solids received at the Facilities.

2.5. *Business Day* – Shall mean a day other than a Saturday or Sunday or day on which the City or the Service Provider is required or permitted by Applicable Law to be closed for business (without consideration of whether the Facilities are open or closed).

2.6. *Capital Items* – Shall mean any addition, alteration, improvement, or other change to the Facilities that is capitalized under generally accepted accounting principles and exceeds the City's $50,000 threshold that is defined for the Asset Management Fee.

2.7. *CFR* - Shall mean the Code of Federal Regulations, as amended from time to time.

2.8. *Change in Law* – Shall mean any of the following which shall occur after January 1, 2023: (a) the lawful enactment, adoption, promulgation, modification, repeal, or change in interpretation by the appropriate Governmental Authority charged with responsibility therefore of any Applicable Law (excluding Federal or State income tax law).

2.9. *City* – Shall mean City of Hagerstown, a municipal corporation of the State of Maryland.

2.10. *City Code* – Shall mean the Code of the City of Hagerstown, Maryland, as amended from time to time.

2.11. *City Charter* – Shall mean the Charter of the City of Hagerstown.

2.12. *City Fault* – Shall mean (i) the failure or refusal of the City or its agents, employees, contractors, representatives, or officials to perform any covenant or obligation under this Service Agreement or any other Facility Agreement or (ii) any action, failure to act or circumstance described in ARTICLE XVI.

2.13. *Clean Water Act* - Shall mean Title 33 of the United States Code, Sections 1251-1387, as amended from time to time.

2.14. *Collection System* - Shall mean the sewage collection system located in the Service Area of the City and connected to the Facilities, including, without limitation, all interceptors, storage facilities, pumping stations and treatment facilities.

2.15. *COMAR* – Shall mean the Code of Maryland Regulations, as amended from time to time.

2.16. *Commencement Date* - Shall mean the date established in the Notice to Proceed.

2.17. *Contract Year* - Shall mean the 12-month period commencing on July 1st of any calendar year and ending on June 30th of the following calendar year during the Term, except that the first Contract Year shall be from the Commencement Date through the next June 30th.

2.18. *Corrective Maintenance* - Shall mean any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity includes maintenance (1) that is necessary to restore, repair or return a Managed Asset

to the proper and safe operation or intended function after a failure or defect, or both, occurs; (2) identified from the performance of planned maintenance; or (3) required to address an emergency.

2.19. *Consumer Price Index* – Shall mean the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services as further defined in Section 5.3.

2.20. *Daily Flow* - Shall mean the average amount of Influent received at the Facility in a calendar month divided by the number of days in the month that the Facility was operating, or in the event that such method of determining Influent received daily at the Facility is inconsistent with Applicable Law, any other method of determining Influent received daily at the Facility that is consistent with Applicable Law.

2.21. *Designated Representative* - Shall mean one or more individuals (including a consultant to the City), but in no event more than eight (8) individuals, authorized by the City from time to time in a written instrument delivered to the Service Provider to act on behalf of the City under this Service Agreement.

2.22. *Effective Date* - Shall mean the date first above written on which this Service Agreement was made and entered into.

2.23. *Effluent* - Shall mean the recycle streams discharged from the Facilities, but not including Biosolids.

2.24. *Enforcement Response Plan* - Shall mean the City's enforcement response plan.

2.25. *Environmental Claim* - Shall mean any civil, criminal or administrative action, suit, communication (written), demand, claim, hearing, citation, notice, warning, consent decree, contract right, notice of violation, investigation, judgment or order by any person or entity lawfully authorized to issue, bring, give or make the same alleging, claiming, concerning or finding liability or potential liability arising out of, based on or resulting from, in whole or in part the actual or alleged presence, threatened release, release, emission, disposal, storage, treatment, transportation, generation, manufacture or use of any Hazardous Substance or waste at or from any location.

2.26. *Environmental Laws* - Shall mean, ordinance, permits, authorizations, approvals, registrations and licenses, administrative orders, judicial decrees, judgments or requirements, relating to pollution or protection of the environment, natural resources or human health.

2.27. *EPA-Region III* - Shall mean United States Environmental Protection Agency – Region III.

2.28. *Extraordinary Items Component (EIC)* - Shall have the meaning given this term in ARTICLE V.

2.29. *Escalation Factor* – Shall have the meaning given to this term in ARTICLE V, Section 5.3 and Section 5.4.

2.30. *Facilities* – Shall mean the City's Pelletizer Facility located in Hagerstown, Maryland, and more fully described in Exhibit 1, and as modified or expanded over the term of this Service Agreement.

2.31. *Federal Bankruptcy Code* – Shall mean Title 11 of the United States Code, as amended from time to time.

2.32. *Fiscal Year* – Shall mean a twelve (12) month period commencing on July 1st of any calendar year and ending on June 30th of the following calendar year.

2.33. *Governmental Approvals* – Shall mean all approval, authorizations, certifications, consents, exemptions, filings, leases, licenses, permits, registrations, and rulings required by or with any Governmental Authority in order to operate, maintain and improve the Facilities or otherwise meet the requirements of this Service Agreement.

2.34. *Governmental Authority* – Shall mean any Federal, State, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public or statutory instrumentality, administrative agency, authority, body or entity.

2.35. *Guaranty Agreement* - Shall mean the Guaranty Agreement of Synagro Technologies, Inc. in substantially the form attached hereto as Exhibit 6.

2.36. *Hazardous Substance* – Shall mean any chemical, pollutant, contaminant, toxic substance, hazardous or extremely hazardous material or substance, waste, radioactive material, or oil and petroleum product, as such terms or any similar terms are used under any applicable Environmental Laws.

2.37. *Influent Solids* – Shall mean a blend of thickened primary and waste activated solids conveyed to the Facility from the sludge holding tank at the WWTP.

2.38. *Influent Wastewater* – Shall mean domestic, commercial, institutional, industrial, and other wastewater, and inflow and infiltration of stormwater into the pipes, interceptors and other facilities which collect and transport such wastewater conveyed to the WWTP.

2.39. *MDE* – Shall mean the Maryland Department of the Environment and its successors.

2.40. *mgd* – Shall mean million gallons per calendar day.

2.41. NEFCO – Shall mean the New England Fertilizer Company or the Service Provider.

2.42. *NPDES Permit* – Shall mean the National Pollutant Discharge Elimination System wastewater discharge permit being Permit No. MD0021776 issued on 12/01/2019.

2.43. *Non-Specification Influent* – Shall mean any Influent that does not meet the criteria defined in ARTICLE II, Section 2.58.

2.44. *Operating Items* – Shall mean means any expenditure that is reasonably necessary for operation, maintenance, or administration of the Facilities and that is not a Capital Item expenditure.

2.45. *Performance Guarantees* – Shall mean the guarantees set forth in Exhibit 7 of this Agreement.

2.46. *Permits* – Shall mean any and all permits and licenses necessary for the Service Provider to fulfill its obligations under this Service Agreement, including without limitation, the Required Permits.

2.47. *Person* – Shall mean a corporation, partnership, business trust, trust, joint venture, Service Provider, firm or individual or any Federal, State or local government.

2.48. *Pre-Existing Environmental Condition* – Shall mean the presence on the Site of any Hazardous Substances on or prior to the Commencement Date, including without limitation, any underground storage tanks that exist on the Site on or prior to the Commencement Date and are regulated under Environmental Laws.

2.49. *Predictive Maintenance* – Shall mean the process of monitoring equipment condition, failure symptoms and/or performance, comparing against base conditions, and performing Preventive or Corrective Maintenance when the failure symptoms deteriorate past acceptable levels.

2.50. *Preventive Maintenance* – Shall mean routine and/or repetitive activities required or recommended by the equipment supplier, manufacturer or Service Provider to maximize the service life of the Facilities.

2.51. *Reconciliation Accounting* – Shall mean the accounting analysis performed at the end of fiscal year to reconcile and true-up the Service Fee estimate provided prior to the beginning of a fiscal year with the total Service Fee costs incurred during the fiscal year.

2.52. *Required Permits* – Shall mean the Permits listed in Exhibit 2.

2.53. *RFP* – Shall mean the request for proposal for the operation and maintenance services for Pelletizer Facility operation, Solicitation Number P1768.23, released by the City on December 9, 2022, and the addenda issued with any changes to the RFP document.

2.54. *Service Agreement* – Shall mean this Professional Services Agreement dated the Effective Date, by and between the City and the Service Provider, as such agreement may be amended, restated or supplemented from time to time.

2.55. *Service Provider* – Shall mean New England Fertilizer Company or NEFCO, and its successors and permitted assigns.

2.56. *Service Provider Fault* – Shall mean failure of the Service Provider to comply with the terms and/or conditions of this Service Agreement.

2.57. *Site(s)* - means the site(s) of the Facilities described in Exhibit 1.

2.58. *Specification Influent* – Shall mean Influent Solids meeting the following criteria:

a. Has a minimum solids concentration of 2.5% total solids by weight and a maximum solids of 6.5% by weight;

b. Capable of meeting 40 CFR 503.13 Table III quality requirements for beneficial use provided herein when dried, exclusive of any additives introduced during processing and/or any substance(s) introduced during maintenance and/or capital improvements by the Service Provider;

c. Does not contain toxic substances or Hazardous Substances;

d. Does not contain PCBs exceeding US EPA Final PCB Ban Rule;

e. Contains a minimum of 50% volatile solids;

f. Has a PS fraction between 25% and 75%;

g. In quantities less than or equal to 42,000 gallons per day or 14,500 pounds of solids per day.

Any Analytical Testing required to establish the above listed criteria shall be done per approved Standards Methods for Wastewater testing; *provided, however,* testing for PCBs or Hazardous Substances not otherwise set forth in the City's NPDES Permit shall not be performed by the City but may be conducted by Service Provider at Service Provider's cost and expense.

2.59. *State* – Shall mean the State of Maryland.

2.60. *Subcontract* – Shall mean any contract or purchase order made by Service Provider, or by any Subcontractor to the Service Provider, for services, equipment, labor, materials, supplies, or other items to perform the obligations of the Service Provider under this Service Agreement.

2.61. *Subcontractor* – Shall mean any Person, other than the employees of the Service Provider or the City (as the case may be), who contracts with the Service Provider or the City (as the case may be) to furnish services, equipment, materials, labor, supplies, or other items in connection with this Service Agreement.

2.62. *Term* – Shall mean the period of time beginning on the Commencement Date and ending June 30, 2033.

2.63. *Uncontrollable Circumstances* - Shall mean an event or condition which (i) has an adverse effect on the rights or obligations of the parties under this Service Agreement, or upon the Facility, including its operation and maintenance (ii) with respect to Service Provider, will cost more than $10,000 per year or $50,000 in a single instance, to overcome (including payments of fines as well as liquidated damages hereunder);

and (iii) is beyond the reasonable control of, and is not also the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Service Agreement on the part of the party relying thereon as justification for a delay in or non-performance of, and is not also the result of the willful or negligent act, error or omission failure to exercise reasonable diligence action by the impacted Party required under this Service Agreement, including but not limited to:

a. An Act of God, (except reasonably anticipated weather conditions normal for the geographic area of the Site), landslide, lightning, earthquake, hurricanes, flood, acts of a public enemy, war, blockade, insurrection, riot, civil disturbance, or similar occurrence;

b. A Change in Law; provided that a Change in Law promulgated by the City or an instrumentality thereof shall not be an Uncontrollable Circumstance impacting the City;

c. Labor disputes, strikes, work slowdowns or work stoppages except for those labor disputes, strikes, work slowdowns or work stoppages solely involving the Service Provider;

d. Supply chain disruption resulting in long lead times and material shortages;

e. Loss of, or inability to obtain, service from a utility necessary to the operation and maintenance of the Facilities;

f. The receipt by Service Provider of Non-Specification Influent; or

g. A violation of the City's source control program;

h. The non-claiming Party's fault; or

i. A Pre-Existing Environmental Condition that materially impacts the ability of a Party to perform its obligations under this Agreement or imposes or could impose liability on a Party.

2.64. *Upfront Capital Items* - means Capital Items that are required under this Agreement to be implemented upon the inception of this Agreement, and as more fully described and identified as such in Exhibit 3.

2.65. *USC* – Shall mean the United States Code, as amended from time to time.

2.66. *US EPA* – Shall mean the United States Environmental Protection Agency.

2.67. *User Rate* – Shall mean the rates and charges assessed, established or levied by the City' Council of Hagerstown in accordance with the City Code, as amended from time to time, for wastewater for any purpose and at any point in or outside the City of Hagerstown, either by meter, fixed charge or otherwise.

2.68. *WWTP* – Shall mean the wastewater treatment plant that is owned and operated by

the City and is the source of the biosolids delivered to the Pelletizer Facility.

ARTICLE III – SCOPE OF SERVICES

The City hereby engages the services of Service Provider, with said services to be rendered to the Utilities Department herein referred to as the "City" as defined below (see also ARTICLE II for Definitions).

The scope of work required of the Service Provider is to provide Operations and Maintenance Services for the Pelletizer Facility (services), located within the Wastewater Treatment Plant complex, at 1 Clean Water Circle, Hagerstown, Maryland. The Service Provider shall perform the services as stated herein.

3.1. Availability of Facilities

The City grants the Service Provider the right to manage, operate, maintain and improve the Facilities in accordance with this Service Agreement and Applicable Law.

The Service Provider and its employees, officers, agents, licensees, and invitees shall have unrestricted access to and from, and use of, the Site. The Designated Representative(s) may visit and inspect the Facilities and the Site at any time without notice. In addition to the foregoing rights of access, representatives and agents of the City shall have unrestricted access to visit or inspect the Facilities and the Site at any reasonable time during normal business hours after giving the Service Provider twenty-four (24) hours' notice; provided, however, that the Service Provider may exclude employees, agents or consultants of any Person (other than a consulting engineer retained by the City in connection with this Service Agreement) engaged in the business of constructing, or of being the owner or operator of, wastewater treatment facilities at all times except the following: (a) during an Event of Default hereunder, and (b) during the one- year period prior to either of the end of the Term, or any other date on which the City and the Service Provider agree to terminate this Service Agreement. Any such visits shall be conducted in a manner that does not cause unreasonable interference with the Service Provider's operations. The Service Provider may require any Person on the Site to comply with its reasonable rules and regulations.

The City shall deliver to the Facilities, and the Service Provider shall receive at the Facilities, a blend of thickened primary and waste activated solids originating in the WWTP.

3.2. Permits

i. The City represents and warrants that (i) the Required Permits are the only Permits required as of the Effective Date by any Governmental Authority for the City to own, operate and maintain the Facilities, (ii) the Required Permits are in full force and effect except as set forth in Exhibit 2 and (iii) the City is not in violation of any requirement of any of the Required Permits, except as disclosed in writing by the City to the Service Provider prior to the Effective Date.

   At the request of the City, the Service Provider shall cooperate with the City in obtaining all Required Permits in Exhibit 2 that have not yet been obtained, and

the City shall reimburse the Service Provider for the Service Provider's documented related costs and expenses.

ii. The City shall be the sole permittee on the National Pollutant Discharge Elimination System (NPDES) Permit. The City shall, to the extent required by Applicable Law, be the sole permittee on all Permits, including applicable Permits such as Air Permit Title V, relating to the Facilities, and excluding biosolids transportation and distribution Permits that the Service Provider is responsible for. The Service Provider shall (i) cooperate with City in applying for and in obtaining and maintaining in effect all other Permits and (ii) not take any action or fail to take any action, the taking or failure to take of which, would cause the violation of any requirement of any Permit.

iii. The Service Provider shall, directly or through an affiliate or subcontractor, acquire and maintain:

- Distribution Permit(s) for the Final Biosolids Product
- Transportation Permit for biosolids hauled out of State for land application or disposal

Further, the Service Provider shall ensure that all operators and supervisors working at the Facilities acquire and maintain MDE Class S Certification. The Operator-in-training (OIT) certification must be acquired within 60 business days of the Commencement Date. MDE Class S Certification shall be obtained within 2-years of the Commencement Date.

3.3. Management and Operations

Except as otherwise provided herein, the Service Provider shall (i) manage, operate, and maintain the Facilities in good working order and repair consistent with generally accepted industry principles and practices, (ii) receive, dewater, and dry a blend of thickened primary and waste activated solids to achieve the Performance Guarantees and produce a pelletized product meeting Class A requirements as stipulated by 40 CFR Part 503, and (iii) market and otherwise dispose of the end products.

i. **Operations and Maintenance.** The scope of management, operation and maintenance services of the Service Provider under this Service Agreement shall require the Service Provider to undertake the following, subject to the terms and conditions set forth in this Service Agreement:

a. **Personnel Resources:** Provide all personnel and associated wages, salaries, and benefits; dewatering polymer and odor control chemicals; fuels; vehicles and vehicle expense items; materials, supplies, and other consumables; and other services necessary to manage, operate and maintain the Facilities (i) in accordance with Applicable Laws, and (ii) in good working order and repair consistent with manufacturers' recommendations, applicable operation and maintenance manuals, and accepted industry standards.

b. **Preventive and Predictive Maintenance:** Implement preventive and predictive maintenance programs to meet equipment warranty requirements and maintain

equipment in alignment with O&M recommendations and/or optimized maintenance practices that maintain or improve equipment availability. Such programs shall include but not be limited to:

- Computer-based process control and management systems;
- Professionally developed reliability and quality assurance systems;
- Managed asset maintenance plans
- Site, Facility, and equipment security associated with the Pelletizer Facility; and
- Building upkeep and maintenance including, but not limited to, repainting, roof repair, etc.

c. **Staff Certification:** Staff the Facilities with qualified personnel who meet the certification requirements of the City, if applicable, and provide continued upgrading, education, and training of such personnel in dewatering and drying operations, biosolids regulations and safety, and equipment maintenance.

d. **CMMS and SCADA Management:** a fully-functional Computerized Maintenance Management System (CMMS) capable of providing a record of repair for each piece of equipment or line section; scheduling and controlling preventive maintenance; monitoring of predictive and corrective maintenance programs and associated costs; issuing work orders and purchase orders; maintaining spare parts inventory; and issuing exception, equipment status, and repair priority reports. In addition, the Service Provider shall maintain the SCADA system at the Facility and provide a remote standalone read-only access to the City to view and monitor the Facility operations in compliance with Service Provider's cybersecurity program installed within six (6) months from Commencement Date.

e. **Cybersecurity Program.** The Service Provider shall adhere to the cybersecurity requirements as stated in ARTICLE IX, in this Agreement.

f. **Record Keeping:** Compile, maintain and provide to the City comprehensive records and reports for the Facilities operations, regulatory matters, laboratory analyses, maintenance plans and activities, related financial matters for cost pass-through or cost-reimbursable items, permit and compliance results, equipment status, and other relevant information in accordance with Applicable Law. The Service Provider shall also prepare and deliver to the City the following reports:

- Reports and notices as required by the applicable Permits, and the filing of such reports with the appropriate Governmental Authority as required by Applicable Law and providing copies thereof to the City.

- Computer-based records of all maintenance and repairs for the Facilities, which the City shall have the right to inspect and copy during normal business hours.

- Copies of routine operating reports on various aspects including solids processed, solids capture rate, product distribution and end use, and performance of the major processes of the Facilities. These reports shall be

furnished on a monthly or quarterly basis, as mutually agreed upon.

- Monthly reports indicating the metered flows received at the Facilities, dewatering polymer and odor control chemical usage, electricity and natural gas usage, potable water and plant effluent water usage, dewatering and drying performance, and recycle stream quality.

- Periodic reports to the City and presentations regarding the progress of work as reasonably requested by City. The Service Provider agrees to make timely responses to all reasonable requests for information from the City.

- Periodic management reports, including annual reports on the physical condition of the Facilities, and as further specified in Exhibit 5.

- For unit- or fixed-price process components in this Service Agreement, Service Provider shall supply to the City an estimate of how the annual aggregate fees are allocated across these unit processes, and not the underlying Service Provider cost detail.

ii. **Inspections and Monitoring:** At least monthly, or as necessary, meet with the Designated Representative to review operations of the Facilities and the construction of any key capital improvements to the Facilities which may affect service provided by the Facilities. The Service Provider shall conduct periodic comprehensive system inspections, at mutually agreed upon frequency, accompanied by a Designated Representative to evaluate and document compliance with this Service Agreement provisions.

iii. **Emergency Preparedness:** Prepare and revise as necessary a comprehensive emergency preparedness plan for interaction and coordination with City departments and offices including, but not limited to, Fire, Police, and Emergency Management and other entities with which the City may have dealings.

iv. **Stakeholder Coordination:** Maintain professional, responsible, and responsive working relationships with, as maybe necessary, City departments and offices; representatives of the City; regulatory agencies and other entities with which the City may have dealings.

v. **Safety Program:** Implement and maintain an employee safety program in compliance with all Applicable Law.

vi. **Transition Plan:** Provide the City with a written transition and start up plan and schedule at least twenty (20) business days prior to the Commencement Date, or as soon thereafter as is reasonably practicable. The transition plan shall include scheduling of mobilization activities and technical program implementation. The transition plan shall also include an approach for developing any Standard Operating Procedure manuals, safety and security manuals and other maintenance procedure manuals, that are not currently available. The Service Provider agrees to review the transition plan with the City prior to implementation.

3.4. Metering and Weighing

The Service Provider shall, at its expense, maintain in good working order and repair, and replace, when necessary, devices for the Facility capable of (a) measuring the daily volume and solids content of thickened solids received at the Facility and (b) weighing the daily quantity of pelletized Biosolids leaving the Facilities for disposal.

The measuring and weighing devices shall be calibrated in accordance with standard industry practices and NPDES Permit requirements.

If at any time the measuring or weighing devices are incapacitated, the Service Provider shall estimate as accurately as practicable the data required by the Service Provider to perform its obligations under this Service Agreement. The data provided by such devices or estimated by the Service Provider shall be used for all purposes for which such data are required under this Service Agreement. If estimated data where to be used, the estimation will be based on the available information regarding the quantity and solids concentration of thickened solids delivered to the Facility for the twelve (12) month period immediately preceding the calculation of the estimated Service Fee. However, that the Service Provider shall, at the request of the City, provide the City with such data and shall permit the City, at the City's expense, to take measurements regarding the amount of solids received at the Facilities, unstabilized dewatered solids, and end use products in order to confirm the data of the Service Provider and, provided further, that the Service Provider acknowledges that the data provided by the Service Provider are subject to dispute resolution pursuant to Attachment B.

3.5. Laboratory Testing

The Service Provider, through a certified third-party laboratory, shall perform all laboratory testing, analyses, quality control and quality assurance necessary to meet applicable Permit requirements. The Service Provider shall perform sample collections for process control and performance monitoring, and for demonstrating compliance per the City’s direction. The service provider shall analyze one daily composite sample (split with the City), composited from grab samples collected at mutually agreed upon intervals, using an automatic sampler, to calculate compliance with the performance guarantees. The Service Provider may elect to equip its own laboratory and perform any additional sampling and analyses, except regulatory and operational compliance samples, for its own use. The City reserves the right to collect samples from the Facility and/or split samples with the Service Provider for analysis. This would be at no cost to the Service Provider.

The Service Provider shall from time to time (but no less often than required by Applicable Law) take representative samples of Influent received at the Facilities, Effluent and Biosolids for laboratory testing in order to determine whether (a) Non-Specification Influent has been received at the Facilities and the chemical components of such Influent or (b) an Extraordinary Item has occurred. For purposes of determination of compliance with Performance Guarantees, a daily composite sample analyzed by the Service Provider shall be used. The daily composite samples will be split with the City’s lab for verification.

If the laboratory testing results in non-compliance with any regulatory standard, the Service Provider shall provide laboratory results to the city upon receipt. The Service Provider shall re-sample and split the sample with the City.

3.6. Maintenance, Asset Management and Capital Items

The Service Provider shall provide the following services as it relates Maintenance, Repair and Replacement, and Capital Items services, for the Facilities:

i. Maintenance, Repair and Replacement

a. **Asset Management Program:** The Service Provider shall institute, and maintain in force for the duration of the Service Agreement, a sound asset management program designed to ensure that the Facilities are maintained and replaced as needed to assure that (i) a safe work environment is maintained, (ii) structural defects in buildings and structures are repaired in a timely manner, and (iii) the dewatering, drying and pelletizing system is determined, through third party inspection, to be fully functional with critical electrical and mechanical components having an aggregate average remaining condition-based useful lives in excess of 10 (ten) years at the end of the Service Agreement Term. Expenditures necessary to achieve this standard shall be handled as set forth in subsection i (b) and ii (a) and (b), below.

b. **Preventative, Predictive, and Corrective Maintenance:** The Service Provider shall provide all in-house labor for preventive, predictive, and corrective maintenance activities including the administrative management and oversight of the maintenance services to be provided by any outside labor. The service provider shall also be responsible for parts, materials, equipment and supplies costs of performing Preventative, Predictive, and Corrective Maintenance of the Facilities as defined in ARTICLE V.

ii. Capital Items

a. **Additional Capital Items:** The Parties acknowledge that it may be necessary or desirable from time to time during the term of this Service Agreement to modify, replace, alter or improve the Facilities in their then-current condition at the request of the City due to growth, expansion or otherwise as a result of an Uncontrollable Circumstance. Such additional Capital Items shall be the general responsibility of the City. However, the Service Provider shall be responsible for identifying any such Capital Items reasonably necessary for continuing compliance with Law and Performance Guarantees or for maintaining the overall operations and efficiency of the Facilities. Approval of additional Capital Items shall follow the process set forth in Section 3.6.ii.b below.

b. **Capital Items due to Uncontrollable Circumstances.** At the sole discretion of the City, the Service Provider shall make or cause to be made any Capital Item required as a result of an Uncontrollable Circumstance or to repair or replace any damaged or destroyed portion of the Facilities necessary for the Service Provider to perform its obligations under this Service Agreement. Notwithstanding the forgoing, nothing in this Section shall relieve the City of its obligation to make or cause to be made all Capital Items necessary for the Service Provider to perform its obligations under this

Service Agreement, unless such Capital Item is due to Service Provider Fault. In the event of a dispute with respect to the necessity of any Capital Item recommended by either Party, such dispute shall be resolved in accordance with Article XXI.

The Service Provider shall present to the City in writing (a) a statement of work with sufficient detail to enable a third party to evaluate the cost thereof; (b) a firm price quotation for design and construction, and Service Provider labor (including reasonable profit and overhead) and the Markup (exclusive of sales tax) on any Subcontracts that are necessary; (c) an estimated completion schedule; (d) a schedule of payments (and termination payments when applicable); and (e) the effect, if any, of such Capital Item on the Service Provider's obligations hereunder, including any adjustment to the Service Fee necessitated as a result of the Capital Item. The final agreed upon terms for the implementation of a Capital Item shall be documented in writing.

Subject to clause d., below, the Markup on Subcontracts shall be as follows: (i) 10% for Capital items up to $100,000; (ii) 7.5% for Capital Items between $100,001 and $500,000; (iii) 5% for Capital Items between $500,001 and $2,000,000; and (iv) 2.5% for Capital Items over $2,000,000.

The City may, in its discretion, request that the Service Provider obtain a price quotation by obtaining bids from at least three (3) qualified bidders and that it follow the procurement procedures provided to the Service Provider in writing by the City; provided, however, that the Service Provider shall not be required to follow such procedures to the extent that an Uncontrollable Circumstance requires the Service Provider immediately to make changes to the Facilities, which in the reasonable judgment of the Service Provider and the City, render such City procurement procedures impracticable within the time required for such changes to the Facilities to be made.

The City reserves the right to award the project to an entity other than the Service Provider. The City shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans provided the City has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City, the Service Provider shall provide to the City without remuneration, initial rough estimates of the cost of any expansion.

c. **Ownership.** The City shall have title and ownership to all Capital Items made to the Facilities.

d. **Solids Influent Handling During Capital Items Implementation.** Any Service Provider proposal or submittal under this Section 3.6.ii shall include a proposal, with pricing, for the handling and disposal of Solids Influent during the implementation of any Capital Item during which the Facilities cannot process Solids Influent. Such alternative disposal proposal shall include:

   1. Service Provider labor costs greater than Service Provider’s average labor cost at the Facilities;

2. May include up to a 10% markup (exclusive of sales tax) on any Subcontracts that are necessary;

3. Cost for landfill disposal tipping fee shall be billed directly to the City and paid by the City with no markup.

4. The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility.

During the time in which the Facilities cannot process solids influent during Capital item implementation, Service Provider may not avail itself of any additional remedies through Uncontrollable Circumstances provisions herein.

3.7. Permits and Licenses

The Service Provider, shall at its own expense, obtain and maintain throughout the entire Contract period, all business permits, licenses and approvals required for the Service Provider to perform the work and services described herein or as proposed.

3.8. Safety Requirements

The importance of safety in the performance of this scope of work cannot be overemphasized. To that end, the Service Provider shall conduct the operations and maintenance activities in a manner such that the safety and convenience of both the public and workers is regarded as of prime importance. The City reserves the right to stop the Service Provider from providing services should it be determined that minimum safety standards are not being met. The Service Provider is required to meet or exceed the City's PPE standard.

3.9. Inventory and Equipment

The Service Provider shall be responsible for providing spare parts, office equipment, forklift and other equipment related to the Facilities, as of the Effective Date of this Agreement. Any inventory and equipment purchased by Service Provider shall remain the property of Service Provider unless and until installed into the Facility. Rolling stock purchased by the Service Provider shall always remain the property of Service Provider.

ARTICLE IV– CITY RESPONSIBILITIES

City shall retain responsibility and control over the following aspects of the operations and maintenance of the Facilities:

4.1. Maintenance of Wastewater Treatment Plant

The City shall at its expense maintain and repair in good working order the Wastewater Treatment Plant, with the exception of the Facilities.

4.2. Existing Condition of Facility, Inventory and Equipment

The City shall be responsible for the completion of all Work-in-Progress (WIP), currently

performed by the City, related to the repair and replacements of Facilities.

4.3. Utilities

The City shall be responsible for the natural gas, electricity, potable water, plant effluent water, and wastewater disposal (including suspended solids returned in the wastewater) required by the Facility within the guaranteed maximum utilization per dry ton of solids processed at the Facility.

4.4. Certain Chemicals

The City shall be responsible for the chemicals used to control phosphorus concentration in the recycle stream from the Facility.

4.5. Software Agreements

The City shall maintain all software agreements and licenses.

4.6. City Liaison

The City shall identify supervisory staff or their designee to communicate with the Pelletizer Facility point of contact during normal City operating hours. Communications shall be via in-person meetings, emails, or phone calls and shall occur on a daily basis. Discussion issues shall include operational changes, WWTP capital improvement projects and progress, anticipated flows, and volumes to be delivered, scheduled maintenance, WWTP process changes (including chemicals and dosing levels), outages, odor complaints and any other operational issues at either the WWTP or the Pelletizer Facility. The City also expects the Plant Manager at the Pelletizer Facility to be onsite 90% of the normal business hours, excluding weekends and holidays.

4.7. Pretreatment Regulations.

The City shall operate and maintain a pretreatment program in accordance with COMAR 26.08.08, the General Pretreatment Regulations for Existing and New Sources of Pollution (40 CFR Part 403) and the approved pre-treatment program submission, which is amended from time to time.

4.8. City's Responsibility for Solids Disposal Costs during Uncontrollable Circumstances.

The City shall bear the costs for disposal of pelletized solids or dewatered solids that are not pelletized and/or not distributed for beneficial use during i) Capital item implementation and ii) an Uncontrollable Circumstance. The costs for solids disposal during capital improvement projects and during planned outages of the Pelletizer Facility shall be negotiated and agreed upon prior to the start of each project/outage. The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility. Cost for landfill disposal tipping fee shall be billed directly to the City and paid by the City with no markup.

4.9. PFAS Testing Results.

In the event that the City tests the Influent Solids or Influent Wastewater for PFAS levels (including any PFAS compounds), City shall provide the results of such tests to the Service Provider within twenty (20) business days of the City receiving the results.

ARTICLE V– ANNUAL SERVICE FEE

5.1. Service Fee

From and after the Commencement Date, the City shall pay an Annual Service Fee to the Service Provider for the Service Provider's provision of services under this Service Agreement. The Service Fee shall be calculated according to this ARTICLE V.

5.2. Calculation of Annual Service Fee

The total Annual Service Fee shall be calculated in accordance with the following:

SF = BF + VF + AMF + EIC, where

SF	=	Service Fee
BF	=	Base Fee
VF	=	Variable Fee
AMF	=	Asset Management Fee
EIC	=	Extraordinary Items Component

5.3. Base Fee

The Base Fee (BF) shall be an annual fee and reflect the Service Provider's costs associated with providing all the scope of services defined in ARTICLE III including the onsite staff labor, materials and equipment associated with Preventive, Predictive, and Corrective Maintenance events less than or equal to $10,000 per event. The Base Fee excludes the items defined in Section 5.5.

The Base Fee shall be subject to escalation at the commencement of each Fiscal Year, in accordance with an Annual Base Fee Escalation Factor, calculated as follows:

- Annual Base Fee Escalation Factor = 1 + [(CPI-WS x 0.25) + (ECI x 0.75)] where
- CPI-WS = The twelve-month average percent change (from June of the prior year through June of the current year) in the Water and Sewerage maintenance prices in U.S. city average, all urban consumers, not seasonally adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics in the Consumer Price Index (CPI) Detailed Report Series Id: CUUR0000SEHG01.
- ECI = The twelve-month percent change (from the Second quarter of the prior year to the Second quarter in the current year) in the Employment Cost Index (ECI) for Total Compensation for Civilian Workers, not seasonally adjusted as published by the U. S. Department of Labor, Bureau of Labor Statistics in the Detailed Report Series ID: CIU1010000000000A.

The twelve-month Base Fee shall be **$1,529,481**. The prorated Base Fee for remainder of Fiscal Year 2024 shall be **$1,169,110**. The Base Fee amount for subsequent Contract Years shall be determined based on the Initial Base Fee and the cumulative Base Fee Escalation Factor.

This Base Fee is based on the dry tons of solids received in the sludge holding tank and processed through the Pelletizer Facility for the twelve-month period, defined as 2,008 dry tons annually.

5.4 Variable Fee

The Variable Fee shall be determined and be included in the Service Fee, if the average annual daily quantity of Influent Solids, delivered to the Facilities, exceeds an average of 5.5 dry tons per day (2,008 annual dry tons divided by 365 days) during any quarter of a Contract Year. The Variable Fee (the "Quarterly VF") component of the Service Fee shall be paid to the Service Provider with the invoice issued for the last month in such quarter. As part of the annual reconciliation accounting, Service Provider shall determine an Annual Variable Fee (the "Annual VF") by applying the Variable Unite Rate to the aggregate quantity of Influent Solids delivered in excess of 2,008 dry tons, in a Contract Year. If the sum of all the Quarterly VF payments, the Service Provider has received in a Fiscal Year, is in excess of the calculated Annual VF, then the Service Provider shall pay the City for such overage. If the sum of all the Quarterly VF payments, the Service Provider has received in a Fiscal Year, is less than the calculated Annual VF, then the City shall pay the difference to the Service Provider. In each case, any amount due by either party pursuant to this section shall be added to, or credited against, any amount due pursuant to Section 5.7 of this Agreement.

The Initial Variable Fee Unit Rate is $69.50 per dry ton of Influent Solids, which will be applied to the dry tons processed over the base volume of 2,008 annual dry tons, prorated for Fiscal Year 2024. The Variable Unit Rate is subject to annual escalation at the commencement of each Fiscal Year using the CPI-WS factor. The Variable Fee Unit Rate, for subsequent Contract Years, shall be determined based on applying the cumulative Base Fee Escalation Factor to the twelve-month Initial Variable Fee Unit Rate using CPI-WS escalation factor.

5.5 Asset Management Fee

The Asset Management Fee (AMF) shall be an annual fee and include all the Service Provider's labor, materials and equipment associated with Preventive, Predictive, and Corrective Maintenance events that cost greater than $10,000 but less than $50,000 per event.

The Asset Management Fee excludes the items defined in Section 5.3.

The Asset Management Fee shall be subject to escalation at the commencement of each Fiscal Year in accordance with an escalation factor calculated in accordance with the Asset Management Fee Escalation Factor, calculated as follows:

Asset Management Fee Escalation Factor = 1 + [(CPI-WS x 0.25) + (ECI x 0.75)]

The Asset Management Fee shall be **$100,000**. The Asset Management Fee amount for subsequent Contract Years shall be determined based on applying the cumulative Asset Management Fee Escalation Factor to the Asset Management Fee.

This Asset Management Fee is based on dry tons of solids received in the sludge holding tank and processed through the Pelletizer Facility for the twelve-month preceding the first Contract Year.

Any increase in the dry tons of solids processed at the Facilities in excess of 2,110 dry tons from the twelve-month period preceding the first Contract Year shall entitle the Service Provider to an adjustment of the Asset Management Fee of 1.0% (pro-rated) per 1.0% dry ton increase over such threshold.

5.6 Annual Service Fee Estimate

On or before January 31st of each Fiscal Year, the Service Provider shall determine and provide to the City an estimate of the Service Fee for the following Fiscal Year according to the provisions of this Service Agreement.

The Service Provider may amend its estimate at any time before March 31st of such Fiscal Year by a statement delivered to the City. Except with respect to adjustments to the Extraordinary Items Component (EIC) of the Service Fee, the estimates made in accordance with Section 5.5, will be the basis of all payments required to be made by the City under Section 5.6 during such Fiscal Year until the annual reconciliation accounting is performed, as defined in Section 5.7.

5.7 Monthly Payment, Annual Reconciliation Accounting, and Prepayment

i. During each Fiscal Year, for the services rendered in the immediately preceding month, the Service Provider shall render an invoice to the City by the fifteenth (15th) day of each month, for an amount equal to (a) one-twelfth (1/12) of the Annual Service Fee for such Fiscal Year plus (b) any adjustments to the Service Fee resulting from adjustments to the Extraordinary Items Component (EIC) applicable to the month immediately preceding the month in which such invoice is rendered plus (c) any amounts in addition to (a) and (b) payable by the City to the Service Provider, and not previously billed plus (d) any amounts payable to Contractor pursuant to Exhibit 7 minus (e) any amounts payable to the City pursuant to Exhibit 7.

ii. The City shall pay the amount billed, under this Service Agreement, in each such monthly invoice, less any disputed items, within twenty (20) business days after receipt of statement by the City.

iii. The Service Provider shall provide to the City within thirty (30) business days after the end of each Fiscal Year an annual reconciliation accounting statement, which shall show for such Fiscal Year, (a) the computation of all amounts owed or payable to the Service Provider by the City under this Service Agreement; (b) all amounts owed or payable to the City by the Service Provider under this Service Agreement; (c) all amounts paid by the City to the Service Provider under this Service Agreement; and (d) all amounts paid by the Service Provider to the City under this Service Agreement for such Fiscal Year, including corrections and reconciliations of all estimated amounts to actual amounts incurred. If the annual statement reflects any balance owed by either the City or the Service Provider to the other party, such amount shall be paid within twenty (20) business days after the delivery of such annual reconciliation accounting statement to the City.

5.8 Annual Adjustment Limits on Escalation

The annual escalation factors of the Service Fee elements set forth in Section 5.3, 5.4 and 5.5, shall

be a minimum increase of 2.0% and not exceed 6.0%. However, the parties will further review the calculation and may negotiate an additional adjustment to the Service Fee escalation factor in the event that for any given fiscal year, the formula results in a total service fee adjustment of below 2.0% or above 6.0%; provided, however, that any escalation factor resulting in a negative adjustment will result in no annual adjustment. If the parties are unable to agree on an appropriate remedy, the issue shall be resolved in accordance with the dispute resolution provisions set forth in Article XXI and Attachment B.

5.9 Cost Substantiation for Service Fee Adjustments

The Service Provider shall provide cost substantiation for Service Fee Adjustments for which the City is financially responsible under this ARTICLE V and for which a pre-agreed amount or formula is not provided. The cost substantiation provided by the Service Provider shall include copies of such documentation as shall be necessary to reasonably demonstrate that the Service Fee Adjustment cost has been, or will be, paid or incurred. Such documentation shall be in a format reasonably acceptable to the City and shall include reasonably detailed information concerning all Subcontracts and, with respect to self-performed work, (1) the amount and character of materials, equipment, chemicals, laboratory supplies, and services furnished or utilized, the persons from whom purchased, the amounts payable therefor and related delivery, transportation, and sales tax costs; (2) equipment used and any rental payable therefor; (3) any additional expense for water, sewer, stormwater, trash, electric, telephone, gas, or other expenses; and (4) additional Service Provider employee hours, duties, and raw wages.

5.10 Estimates and Unavailability of Data

If the final value of the indices set forth in Section 5.3, are not available for the applicable period when required hereunder, the amount of the adjustment to be made shall be estimated by using the preliminary value of the index for the applicable period or the final value of the index for the latest available period. Calculations and payments based on such estimate shall be adjusted as soon as reasonably practicable after the final value of the index for the applicable period is published. If an index is no longer published at the time that adjustment is to be calculated, or if the base or method of calculation used for an index is altered, the calculation shall be made using a comparable similar index or method reasonably satisfactory to the Service Provider and the City. In the event that the Parties are unable to reach agreement on a comparable similar index, or method of calculation, the comparable similar index or method of calculation shall be decided using the dispute resolution procedure set forth in ARTICLE XXI.

5.11 Procedures for Cost Adjustment to Extraordinary Items Component (EIC)

i. The EIC refers to a need or activity that is not part of the Base Fee, the Asset Management Fee, and the Variable Fee, and is a consequence of an Uncontrollable Circumstance.

ii. If the Service Provider will incur increased operations and maintenance costs required as a result of an EIC, the Service Provider shall present to the City in writing the amount of the adjustment to the EIC for Operating Items required to compensate the Service Provider for such increased costs. In submitting such costs for review by the City, the Service Provider shall provide adequate documentation to show costs directly

attributable to the change without overhead allocation, including copies of third-party invoices and calculations of direct costs of the Service Provider allocated to the said Items. Such adjustment to the EIC for Operating Items shall include an overhead and profit component payable to Service Provider in an amount equal to ten percent (l0%) of such increased costs. As a condition to such adjustment, the Service Provider shall also provide to the City evidence, which is reasonably satisfactory to the City, that the City is responsible for such EIC and to the magnitude of requested costs.

iii. Any disputes shall be resolved in accordance with ARTICLE XXI. The City shall reimburse the Service Provider for the Service Provider's reasonable cost of preparation of plans and specifications provided the City has given its prior approval to the cost of such preparation of plans and specifications. When requested to do so by the City, the Service Provider shall provide to the City without remuneration, initial rough estimates of the cost of any Facility expansion, should that be deemed necessary.

5.13 EIC for Penalties, Fines or Damages

Any penalties or fines incurred by the Service Provider as a result of an Uncontrollable Circumstances may be billed by the Service Provider to the City in the month immediately succeeding the month in which any such costs are incurred or paid by the Service Provider. The amount billed shall equal the amount of such penalties or fines. The City shall pay any undisputed amount within forty (40) business days of receipt thereof from the Service Provider.

ARTICLE VI – STATUS OF SERVICE PROVIDER

Service Provider is serving as an independent contractor in providing the necessary services and neither the City nor any of its agents nor assignees shall have responsibility for any acts or omissions of Service Provider, its employees, agents or subcontractors. The Service Agreement shall not be construed as an employment contract and neither Service Provider nor any employees, agents or subcontractors of Service Provider shall receive benefits afforded by provisions or regulations governing classified or unclassified personnel for the City and the Service Provider's representative by signature hereto expressly waives and relinquishes any such rights.

ARTICLE VII: INSURANCE, BONDS AND GUARANTY

Service Provider shall carry and maintain at all times during the performance of this contract, insurance coverages with limits of not less than those provided herein. A certificate of insurance evidencing the required coverage shall be provided prior to final execution of the contract and commencement of work.

7.1. Service Provider Insurance Coverage

The Service Provider shall provide insurance coverage for itself and all of its employees used in connection with this Service Agreement, and for real properties connected to this Agreement as described herein. The Service Provider shall procure and maintain at his sole expense and until final acceptance of work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or

its equivalent and acceptable to the City. Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis

Such insurance provisions shall be as follows:

i. **Workers' Compensation** – Workers' Compensation Insurance with full statutory liability as required by Maryland Law for all employees. Employer's Liability or "Stop Gap" insurance with limits of $500,000 per each accident, $500,000 disease for policy limit, and $100,000 for disease for each employee.

ii. **Commercial General Liability** – Commercial General Liability Insurance, on an occurrence basis, covering claims for bodily injury, death, personal injury, or property damage occurring or arising out of the performance of this Service Agreement, including coverage for independent contractor's protection, premises-operations, products/completed operations, and contractual liability with respect to the liability assumed by the Service Provider hereunder. The limits of this insurance shall be:

Minimum Limits Required:

- Occurrence Form
- $1,000,000 Each Occurrence
- $10,000,000 General Aggregate

Such insurance shall protect the City, its agents, elected and appointed officials, board members, and employees against liability, loss, or expense due to damaged property (including loss of use), injury to or death of any person or persons and for care and loss of services arising in any way out of or in connection with or resulting from the work or service performed on behalf of the City of Hagerstown, Maryland.

The Service Provider shall ultimately be responsible that Subcontractors, if subcontracting is authorized, procure and maintain at their sole expense and until final acceptance of the work by the City, insurance as hereinafter enumerated in policies written by insurance companies admitted in the State of Maryland, have A.M. Best rating of A- or better or its equivalent, and acceptable to the City.

iii. **Business Automobile Liability Insurance** – Automobile Liability Insurance covering the ownership, operation and maintenance of all owned, non-owned and leased motor vehicles used in connection with the performance of this Service Agreement, with limits of $1,000,000 combined single limit each accident for bodily injury or property damage.

iv. **Certificate(s) of Insurance:** The Service Provider shall provide certificates of insurance requiring a thirty (30) day notice of cancellation to the Finance Department, City of Hagerstown, Maryland, prior to the start of the applicable project.

The City of Hagerstown shall be named as an additional Insured (except for Workers Compensation Insurance).

Approval of the insurance by the City shall not in any way relieve or decrease the liability of the Service Provider. It is expressly understood that the City does not in any way represent that the specified limits of liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Service Provider.

v. **Deductibles or Self-Insured Retention:** All responsibility for payment of any sums resulting from any deductible provisions or self-insured retention conditions of the policy or policies shall remain with the Service Provider.

7.2. Performance Bond

Service Provider shall provide and maintain a Bond in accordance with the provisions stated herein for the duration of this Service Agreement and any extensions hereof.

The Service Provider shall provide to the City, and keep in force during each Fiscal Year of the Term, an annual renewable Performance Bond in an amount equal to the amount of the Annual Service Fee for each such Fiscal Year as estimated by the Service Provider in accordance with ARTICLE V. For the first Fiscal Year, the bond shall be for an amount equal to the Service Fee for the First Contract Year. For each subsequent Fiscal Year, the bond shall be equal to the estimated Annual Service Fee for that current Fiscal Year as determined in accordance with ARTICLE V. The bond shall guarantee the Service Provider's faithful performance of its duties and obligations to the City, under this Service Agreement and shall be in such form as has been approved by the City Solicitor. The City shall have the authority to approve or disapprove the surety Service Provider, which approval shall not be unreasonably withheld.

7.3. Corporate Guaranty

Service Provider shall provide and maintain a Guaranty for the performance under this Service Agreement in accordance with the requirements stated herein, for the duration of this contract and any extensions granted.

The Service Provider shall provide the Guaranty Agreement from Synagro Technologies, Inc., the Guarantor. The Guaranty Agreement shall be mutually agreeable and in substantially the same form as that in Exhibit 6, which shall guarantee the performance of the Service Provider's obligations under the terms of this Service Agreement.

If a guarantor under the Guaranty Agreement no longer directly or indirectly controls the Service Provider, the Service Provider shall be permitted to provide a successor guarantor, by assignment or otherwise, under the Guaranty Agreement, provided (i) such guarantor directly or indirectly controls the Service Provider and (ii) such successor guarantor is consented to by the City, which consent shall not be unreasonably withheld.

If the Service Provider provides a successor guarantor in accordance with this Section 7.3, the rights, and obligations of the previous guarantor under the Guaranty Agreement shall be of no further force and effect, and the City shall execute such releases or further assurances in this regard as shall be reasonably requested by the Service Provider.

ARTICLE VIII: INDEMNIFICATION

The Service Provider shall indemnify, defend, and save harmless the City of Hagerstown, its appointed or elected officials, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and to the extent directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act, error or omission, fault or negligence, whether active or passive, by the Service Provider, or anyone acting under its direction, control or on its behalf, in connection with or incident to its performance of the Service Agreement.

The City shall indemnify, defend, and save harmless the Service Provider, its officers, board members, employees, and agents for any and all suits, actions, legal or administrative proceeding, claims, demands, damages, liabilities, interest, attorneys fees, costs and expenses of whatsoever kind or nature, whether arising before or after final acceptance and to the extent directly or indirectly caused, occasioned, or contributed to, in whole or in part, by reason of any negligent act, error or omission, fault or negligence, whether active or passive, by the City, or anyone acting under its direction, control or on its behalf, in connection with or incident to the Service Agreement.

ARTICLE IX: CYBERSECURITY PREREQUISITES

The Service Provider shall provide a copy of their cybersecurity plan for the Pelletizer Facility for inclusion into the City's cybersecurity program as required by MD law and federal regulations, and as amended from time to time, requiring each water and sewer system that serves more than 10,000 users and receives financial assistance from the State to assess its vulnerability to cyber-attacks, develop a cybersecurity plan, and report statutory recommendations to the General Assembly by December 1, 2023.

ARTICLE X: COMPENSATION

The City shall pay and Service Provider agrees to accept the Annual Service Fee in ARTICLE V (see ARTICLE II for Definitions) as full compensation for the professional services to be performed under this Service Agreement.

The compensation shall be payable within thirty (30) days after submission of monthly invoices in the City invoice portal with appropriate documentation. In the event the City disputes all or a portion of an invoice, City shall timely pay the undisputed portion and notify Service Provider of its dispute, and the basis thereof, prior to the due date for payment. Upon resolution of any dispute, City shall pay any amount determined to be payable within twenty (20) business days after such resolution. Any amounts not timely paid, or improperly disputed, shall accrue interest at the lesser of 1.5% per month or the maximum rate allowable by law and shall be paid with payment of invoice or disputed amount.

ARTICLE XI: AVAILABILITY OF FUNDS

A contract shall be deemed executory only to the extent of appropriations available to each City department for the purchase of such articles. The City's extended obligation on those contracts that envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the succeeding fiscal year.

ARTICLE XII: INSPECTION OF BOOKS AND RECORDS

The Service Provider shall permit the authorized representative of the City to periodically inspect and audit all relevant information reasonably required to demonstrate compliance with this Agreement and any Applicable Law or Permit, including data, reports and records of the Service Provider relating to performance under this Service Agreement for the purpose of audit, examination, excerpts, and transcriptions.

ARTICLE XIII: RECORD RETENTION

The Service Provider must retain all financial records for cost pass-through or cost reimbursable items (including, as applicable, Capital Items), supporting documents, statistical records, and all other records pertinent to the Service Agreement for at least 10 years. The Service Provider shall maintain accounts and records, including but not limited to personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Service Agreement and such other records as may be deemed reasonably necessary by the City to assure proper accounting for all funds paid to the Service Provider by the City. Such records shall be kept separate from other records maintained by the Service Provider. Such records shall be made available for audit and inspection purposes to the City or its Designated Representative upon request during normal business hours. The City shall not disclose and shall keep confidential such records to the extent permitted by Applicable Law.

ARTICLE XIV: COMPLETE AGREEMENT

This is the complete agreement between the Parties and supersedes all prior discussions and negotiations. Neither Party shall rely on any statement or representations made by the other Party not embodied in this Service Agreement. This Service Agreement shall become effective upon final signature by all Parties.

ARTICLE XV: CONTRACT MODIFICATIONS AND/OR RENEWAL

No amendment or change to the terms of this Service Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. The failure of a Party to enforce a right or obligation herein shall not be construed as a waiver of such right or obligation. In the event of an inconsistency between this Service Agreement and any Attachments or Exhibits, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence first to this Service Agreement. In the context of Service Agreement renewal, the Service Provider shall notify

the City, at least twelve (12) months prior to the end of the Service Provider's current term, of any potential non- renewal of this Service Agreement.

ARTICLE XVI: BREACH

16.1. Breach

No party shall have the right to terminate its obligations under this Service Agreement for cause for any breach unless an Event of Default (as defined in Section 16.2 and 16.3) on the part of the other party shall have occurred.

16.2. Service Provider Events of Default

Each of the following shall constitute a Service Provider Default with respect to the Service Provider's obligations and duties to the City:

i. The failure on the part of the Service Provider to pay any undisputed amount required to be paid to the City under this Service Agreement within twenty (20) business days after receipt by the Service Provider of a statement therefor from the City except to the extent Service Provider has invoked the Dispute Resolution Procedures set forth in Article XXII.

ii. Except to the extent covered by items (i), (iii), (iv), or (v) of this Section 16.2, the failure or refusal by the Service Provider to fulfill any of its obligations to the City in accordance with this Service Agreement unless such failure or refusal shall be excused or justified by a Service Provider Uncontrollable Circumstance; provided, however, that no such failure or refusal shall constitute an Event of Default unless and until:

   a. The City shall have given prior written notice to the Service Provider stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist; and

   b. The Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time (which shall in any event be not more than twenty (20) business days from the date of the notice given pursuant to clause (a) of this Section 16.2(ii)); provided, however, that if the Service Provider shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring; and

c. In the event the Service Provider disputes the occurrence of such default or defaults and has initiated dispute resolution pursuant to ARTICLE XXI within a reasonable period of time (which shall in any event be not more than fifteen (15) business days from the date of the notice given pursuant to clause (a) of this Section 16.2, a decision of the arbitrators has been rendered that a default or defaults by the Service Provider exist and the Service Provider shall have neither corrected such default nor initiated reasonable steps to correct the same, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within a reasonable period of time.

iii. Service Provider fails to maintain, renew, or replace the Performance Bond required by Section 7.2;

iv. The issuance of an order of a court of competent jurisdiction appointing a receiver, liquidator, custodian or trustee of the Service Provider or of a major part of the Service Provider's property, respectively, which order shall not have been discharged within eighty (80) business days, or the issuance of a decree of such a court adjudicating the Service Provider insolvent or sequestering a major part of the Service Provider's property, respectively, which decree shall have continued undischarged and unstayed for eighty (80) business days, or the filing against the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any similar statute applicable to the Service Provider which filing shall not be dismissed within eighty (80) business days after such filing.

v. The filing by the Service Provider of a petition of involuntary bankruptcy under any provision of any bankruptcy law or the consenting of the Service Provider to the filing of any bankruptcy or reorganization petition against the Service Provider under any such law, or 'the filing by the Service Provider of a petition to reorganize the Service Provider pursuant to the Federal Bankruptcy Code or any other similar statute applicable to the Service Provider.

16.3. City Events of Default

Each of the following shall constitute a City Default with respect to the City's obligations and duties to the Service Provider:

i. The failure on the part of the City to pay any undisputed amount required to be paid to the Service Provider under this Service Agreement within twenty (20) business days after receipt by the City of a statement therefor from the Service Provider except to the extent the City has invoked the Dispute Resolution Procedures set forth in Article XXII.

ii. Except to the extent covered by item (i) of this Section 16.3, the failure or refusal by the City to fulfill any of its obligations to the Service Provider in accordance with this Service Agreement, unless such failure or refusal shall be excused or justified by a City Uncontrollable Circumstance, provided however, that no such failure or refusal shall constitute an Event of Default unless and until:

a. The Service Provider shall have given prior written notice to the City stating that in its opinion a particular default or defaults (to be described in reasonable detail in such notice) exist, and

b. The City shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time (which shall in any event be not more than twenty (20) business days from the date of the notice given pursuant to clause (a) of this Section 16.3, provided however, that if the City shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for as long as the Service Provider is continuing to take reasonable steps to correct such default, and

c. In the event the City disputes the occurrence of such default or defaults and has initiated dispute resolution pursuant to Article XXI within a reasonable period of time (which shall in any event be not more than fifteen (15) business days from the date of the notice given pursuant to clause (a) of this Section 16.3, a decision of the arbitrators has been rendered that a default or defaults by the City exist and the City shall have neither corrected such default nor initiated reasonable steps to correct the same within a reasonable period of time; provided however, that if the City shall have commenced to take reasonable steps to correct such default, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring, in either case within such reasonable period of time, the same shall not constitute an Event of Default for so long as the City is continuing to take reasonable steps to correct such defaults, or, in the case of defaults which are not susceptible to correction, to prevent the same to the extent practicable from recurring.

16.4. Termination on Default

If any Party shall have a right of termination for cause in accordance with Section 16.1, the same may be exercised only by written notice of termination given to the party in default. Such notice shall describe in reasonable detail the Event of Default which is the basis for termination. The proper exercise of such right of termination shall be in addition to and not in substitution for such other remedies, whether damages or otherwise, as the party exercising the right of termination may have.

16.5. Survival of Certain Rights and Obligations

The rights and obligations of the parties under ARTICLE XVIII and ARTICLE XIX survive any termination of this Service Agreement.

ARTICLE XVII: TERMINATION FOR CONVENIENCE

The City may terminate this Service Agreement at any time for convenience by giving one hundred and twenty (120) business days written notice to the Service Provider of such termination. In the event of early termination of this Agreement, City shall pay (i) all costs accrued by Service Provider as of the date of termination, including all non-cancelable obligations and all non-

cancelable contracts and (ii) the Termination Fee. Service Provider shall deliver all completed deliverables to the City at the time of termination.

The Termination Fee shall be equal to the following calculated as of the date City delivers notice to Service Contractor of termination under this Article XVII:

1. From the Commencement Date through the end of the first Contract Year Base Fee
2. Contract Year 2: 90% of the then current Base Fee
3. Contract Year 3: 80% of the then current Base Fee
4. Contract Year 4: 70% of the then current Base Fee
5. Contract Year 5: 60% of the then current Base Fee
6. Contract Year 6: 50% of the then current Base Fee
7. Contract Year 7: 40% of the then current Base Fee
8. Contract Year 8: 30% of the then current Base Fee
9. Contract Year 9: 20% of the then current Base Fee
10. Contract Year 10: 10% of the then current Base Fee

ARTICLE XVIII: TERMINATION FOR CAUSE

If the City terminates the Service Agreement pursuant to Article XVI or XVII, the City shall pay money owed to the Service Provider, per the terms of the Service Agreement, for the services rendered up to the date of termination. Should the Service Provider be determined to be in "default" under the terms, conditions and deliverables outlined in this contract, then all costs occurred will be subject to adjustment based on the remaining scope of services. In the event of contract termination, all relevant documents and work product shall be considered the property of the City and returned to the City.

ARTICLE XIX: ASSIGNMENT AND SUBCONTRACTING

This Service Agreement is not assignable by the Service Provider without the City's written consent, which it may withhold at its sole and absolute discretion, and any unapproved assignment will be invalid and ineffective ab initio. The Service Provider may not subcontract any of its responsibilities under this Agreement in an amount in excess of $50,000 in any contract year to another person without the City's prior approval.

ARTICLE XX: GOVERNING LAW AND VENUE

This agreement shall be governed by and interpreted in accordance with the laws of the State of Maryland. Venue of any action brought with regard to this Service Agreement shall be in the appropriate state court in Washington County, State of Maryland.

ARTICLE XXI: DISPUTE RESOLUTION

Resolution of disputes in connection with this Service Agreement shall be first subject to the mutually agreed dispute resolution process described as follows:

21.1. Scope

To facilitate quick and efficient resolution of disputes that may arise under this Service Agreement, all claims, controversies, and disputes arising out of or relating to this Service Agreement, or the breach thereof ("Dispute"), shall be decided by the dispute resolution procedure contained in Attachment B.

21.2. Covenant to Continue Work

During the resolution of any Dispute, the Service Provider and the City shall each continue to perform all of their respective obligations under this Service Agreement without interruption or delay. If the City disputes any invoice of the Service Provider with respect to the Service Fee, the disputed portion of such invoice shall be deemed to be under Dispute, effective immediately and until resolution of the Dispute. Accordingly, notwithstanding any other provision of this Service Agreement or, any Dispute with respect to an invoice, the City shall pay the entire amount of the Service Fee billed, in such invoice, when due. If the Service Provider does not prevail in the Dispute resolution, the Service Provider shall reimburse the City immediately after such resolution for the aggregate amount of the overpayment, plus interest at the lesser of 1.5% per month or the maximum rate allowed by law.

ARTICLE XXII: SERVICE PROVIDER UNCONTROLLABLE CIRCUMSTANCES

Notwithstanding anything to the contrary contained in this Service Agreement, the Service Provider shall not be liable for its failure to perform or its delay in performance of its obligations hereunder (other than any payment obligation) when due to Service Provider Uncontrollable Circumstances.

22.1. Service Provider Uncontrollable Circumstances

i. The Service Provider shall provide prompt notice to the City of the commencement and the cessation of such Service Provider Uncontrollable Circumstances as provided in Section 22.1, Item ii. In the event of a Service Provider Uncontrollable Circumstance, the Service Provider shall use reasonable efforts to eliminate the cause thereof, reduce costs resulting therefrom, and resume full performance under this Service Agreement. The City shall pay the Service Fee, including any Extraordinary Items Component, during the continuance of any Service Provider Uncontrollable Circumstances. Nonetheless, The City shall not bear the rental costs for a temporary dewatering unit once modifications are in place to load out dewatered cake from the Pelletizer Facility.

ii. The Service Provider shall immediately notify the City informally (including, without limitation, by telephone), on the date the Service Provider first knows of the commencement of a Service Provider Uncontrollable Circumstance, followed within

five (5) business days by a written description of (a) the beginning of such Service Provider Uncontrollable Circumstance, (b) its estimated duration and the requirement for, and the amount of, any adjustment to the Service Fee or any Capital Item necessitated thereby, and (c) its estimated impact on the obligations of the Service Provider under this Service Agreement. Any Capital Item necessitated by a Service Provider Uncontrollable Circumstance shall be financed as provided in ARTICLE V.

iii. Notwithstanding anything to the contrary in this Section 22.1, Item i, the Service Fee shall not be adjusted with respect to any Extraordinary Items Component of the Service Fee as provided in so long as (a) the Service Provider Uncontrollable Circumstance is a Change in Law, (b) the City gives the Service Provider notice of its intention to contest the validity or applicability of such Change in Law prior to the date on which the Service Provider determines that it is necessary for the Service Provider to take action to comply with such Change in Law, (c) the City diligently prosecutes such contest at its sole expense in good faith and by appropriate proceedings, (d) Applicable Law permits continued operation of the Facilities pending resolution of the contest, so that the Service Provider shall have no liability as a result of its failure during such period to comply with such Change in Law. If the Service Provider determines that it is necessary to take action to comply with such Change in Law, the Service Provider shall give the City at least thirty (30) business days' notice of such determination prior to taking any such action so the City may seek an injunction or other stay hereunder. Notwithstanding anything to the contrary set forth herein, the Service Fee shall be adjusted as provided in ARTICLE V to the extent that the Service Provider reasonably expends any funds in order to comply with a Change in Law described in this Section 22.1, Item iii.

ARTICLE XXIII: UPFRONT CAPITAL, PERFORMANCE DAMAGES AND INCENTIVES

The 18 months following the Commencement Date is herein referred to as the Transition Period. During the Transition Period, the Service Provider shall implement the Upfront Capital Items and bill the City for such items. The minimum estimated cost for Upfront Capital Items is $760,000. Under no circumstances shall the total billed amount for the Upfront Capital Items exceed $1,000,000 without prior written approval by City. The Service Provider shall implement the Upfront Capital Items in the priority order set forth in Exhibit 3. The Service Provider shall operate the Facilities and the Upfront Capital Items so as to optimize performance of the Facilities. At the conclusion of the Transition Period, the Parties shall negotiate in good faith the Performance Guarantees and the liquidated damages and incentives for each in accordance with the framework set forth in Exhibit 7. Completion of Exhibit 7 shall be implemented as an amendment to this Agreement as soon as practicable at or after the conclusion of the Transition Period.

ARTICLE XXIV: ENFORCEMENT

In the event that Non-Specification Influent is received at the Facilities, the City shall, after obtaining knowledge of such Non-Specification Influent within a reasonable period of time under the circumstances, commence an investigation to determine the identity of the source. The City

shall report periodically to the Service Provider regarding the progress of any such investigation and shall provide a written report regarding the results of such investigation action within five (5) business days after the conclusion thereof.

24.1. Service Provider Enforcement Cooperation

The Service Provider shall cooperate fully with the City in any such enforcement action. The Service Provider will provide applicable records and reports from its monitoring, sampling and reporting activities at no additional cost to the City. The Service Provider shall provide other information and personnel as reasonably requested by the City, provided that any reasonable expenses incurred by the Service Provider in connection with such cooperation shall be paid to the Service Provider by the City within twenty (20) business days after receipt by the City of an invoice therefor from the Service Provider.

In witness whereof, the parties hereto have executed this Agreement effective as of the date first written above.

WITNESSES

_____

City Clerk

_____

City of Hagerstown

By: _____

Mayor

Date: _____

New England Fertilizer Company
By: NEFCO GP I, LLC, its general partner
By: Synagro Technologies, Inc., its member

By: _____

Title

Date: _____

Approved as to form:

_____

Office of the City Attorney

EXHIBITS

EXHIBIT 1 – MANAGED ASSETS/SITE DESCRIPTION

MANAGED ASSETS AND SITE DESCRIPTION

The Site includes all of the real property upon which the Facilities are located, as more particularly described, and depicted in the attached site plan.

The Facilities include buildings,structures, machinery, equipment, and other fixtures and personal property located on the Site, including, without limitation, all of the equipment, fixtures and other personal property listed on the City's maintenance management system for the Facilities, and as depicted on the attached location plan.

EXHIBIT 2 – PERMITS, APPROVALS, AND LICENSING

REQUIRED PERMITS AND APPROVALS

The Service Provider shall comply with all State and Federal laws and regulations regarding Sewage Sludge Management and assist the City in meeting any regulations promulgated pursuant to Environment Article, Section 9-230 et seq. or to the Clean Water Act, Section 405 (d).

The applicable permits, approvals and licensing requirements for the Pelletizer Facility and the responsible Party are listed in Table 1.

Table 1. Applicable Permits and Licensing Requirements for the Pelletizer Facility

Permit Description	Responsible Party	Current Status
MDE NPDES Discharge Permit (Permit Number: MD0021776)	City	Expires on 11/30/2024
MDE Pelletizer Facility Operating Permit (Permit Number: 043-0076)	City	Expires on May 31, 2025
MDE Sewage Sludge Utilization Permit (Permit Number 2020-STF-1960)	Service Provider	Synagro's Permit expires on October 29, 2030. Service Provider shall directly or through an affiliate retain or maintain an SSU Permit.
MDE Transportation Permit for biosolids	Service Provider	__
MDE Class S Certification for Pelletizer Facility operations and maintenance staff.	Service Provider	__
Sludge Utilization Permit No. 2015-STR-4716 or replacement for transporting dewatered sludge, specific to Route 40 landfill, located 12630 Earth Care Rd, Washington County, MD.	City	

EXHIBIT 3 – UPFRONT CAPITAL ITEMS

Table 2 provides a prioritized list of Upfront Capital Items, which are the basis for the minimum estimated Upfront Capital Items Cost of $760,000. The total billed for the Upfront Capital Items shall not exceed $1,000,000 without prior written approval by City.

Table 2. Upfront Capital Items Identified

Priority	Item Description	Category
1	Provide flameless deflagration vents for recycle bin.	Safety
4	Add explosion isolation for cyclone separators.	Safety
3	Improve Influent Solids conveyance. • Modifications to ferric addition system for more mixing and accuracy. • Day tank (ferric mixing improvements). • Improve grinder (location and/or internals). • Replace sludge feed pumps (rotary lobe or chopper).	Process
2a	Modify cake bin for storage and cake pump protection.	Process
2b	Improve wet cake and polycyclone conveyance.	Process & Safety

Table 3 lists the other short-term items identified, but not included in the initial list.

Table 3. Other Short-Term Capital Items

Item Description	Category
Review and allocate budget for spare parts.	Process & Safety

Table 4 provides a list of the potential long-term items identified.

Table 4. Potential Long-Term Capital Items[1]

Item Description	Category
Replace silo	
Repair or replace the roof of the Pelletizer Facility.	--
Provide a dedicated maintenance shop for the Pelletizer Facility.	--
Install a nitrogen generator and dedicated air compressor.	Safety
Add manual quench to dust collector with remote valving.	Safety
Address hazardous rating for electrical systems.	Safety
Scrubber improvements	Process & Safety

[1] The City's WWTP capital plans include improving fiber removal from the Influent stream through capital improvements to the bar screens or implementation of other improvements such as strain presses which the Parties expect to obviate any need for such improvements at the Pelletizer Facility.

EXHIBIT 4 – SAMPLE SERVICE FEE

SAMPLE SERVICE FEE CALCULATIONS

SCENARIO 1. NO VARIABLE FEE – POSITIVE ESCALATION

Year 1 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 1,950 dry tons

SF = BF + VF + AMF + EIC, where

SF = Service Fee
BF = Base Fee
VF = Variable Fee
AMF = Asset Management Fee
EIC = Extraordinary Items Component

BF = $1,529,481

VF = $0

AMF = $100,000

EIC = $0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 1 = ($1,529,481 + $0 + $100,000 + $0) = $1,629,481.

Year 2 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = **1,950 dry tons**

Year 1 BF = $1,529,481

Year 1 AMF = $100,000

Year 1	**Year 2**	**% Change**
CPI-WS = 278.46	CPI-WS = 287.46	3.23%
ECI = 155.6	ECI = 159	2.19%
Annual BF Escalation Factor = 1 + [(CPI-WS x 0.25) + (ECI x 0.75)] = 1 + [(0.0323 x 0.25) + (0.0219 x 0.75)] = **1.0245**		

BF = $1,529,481 X 1.0245 = $1,566,953

VF = $0

AMF = $100,000 X 1.0245 = $102,450

EIC = $0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 2 = ($1,566,953 + $0 + $102,450 + $0) = $1,669,403

SCENARIO 2. NO VARIABLE FEE – NEGATIVE ESCALATION

Year 3 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 1,950 dry tons

Year 2 BF = $1,566,953

Year 2 AMF = $102,450

Year 2	**Year 3**	**% Change**
CPI-WS = 287.46	CPI-WS = 271.92	5.41% Decrease
ECI = 159.0	ECI = 155.6	2.14% Decrease
Annual BF and AMF Escalation Factor = 1 + [(CPI-WS x 0.25) + (ECI x 0.75)] = 1 + [(-0.0541 x 0.25) + (-0.0214 x 0.75)] = **0.9704**		

BF = $1,566,953 X 1.0 = $1,566,953

VF = $0

AMF = $102,450 X 1.0 = $102,450

EIC = $0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 2 = ($1,566,953 + $0 + $102,450 + $0) = $1,669,403

SCENARIO 3. VARIABLE FEE – POSITIVE ESCALATION

Year 2 of operation of the Pelletizer Facility

Annual Quantity of Influent Solids Processed = 2,450 dry tons

Year 1 BF = $1,529,481

Year 1 AMF = $100,000

Year 1	**Year 2**	**% Change**
CPI-WS = 278.46	CPI-WS = 287.46	3.23%
ECI = 155.6	ECI = 159	2.19%
Annual BF and AMF Escalation Factor = 1 + [(CPI-WS x 0.25) + (ECI x 0.75)] = 1 + [(0.0323 x 0.25) + (0.0219 x 0.75)] = **1.0245**		
Variable Fee Escalation Factor = CPI-WS Escalation = **1.0323**		

BF = $1,529,481 X 1.0245 = $1,566,953

VF = (2,450 – 2,008) X $69.50 X 1.0323 = $31,702

AMF = ($100,000 X 1.0245) + [($100,000 X 1.0245) X [(2,450 – 2,110)/2,110]/100] = $118,959

EIC = $0 (Assuming there were no Uncontrollable Circumstances that caused the Service Provider to incur increased operations and maintenance costs).

Total Service Fee for Year 2 = ($1,566,953 + $31,702 + $118,959 + $0) = $1,717,614

EXHIBIT 5 - REPORTS

REPORTS

The Service Provider shall deliver to the City all reports required to be delivered pursuant to this agreement, together with additional reports reasonably requested by the City. The reporting requirements shall include:

1. **Daily Operating Report submitted weekly that includes but is not limited to:**

   - Daily quantities (gallons) of Influent Solids received at the Facilities, as recorded by the flowmeter at the Facilities and reconciled with the City's flow meter.
   - Average daily solids concentration (%TS) of Influent Solids received at the Facilities, based on the weighted average of two (2) Influent Solids samples collected during a twenty-four (24) hour period (one sample per shift). The Service Provider shall split both these samples with the City.
   - Calculated daily dry tons of Influent Solids received at the Facilities.
   - Daily run time for the dewatering and Pelletizer Facility.
   - Daily throughput for the Pelletizer.
   - Average daily solids concentration (%TS) of dried solids generated from the Facilities, based on the average of two (2) dried solids samples collected during a twenty-four (24) hour period (one sample per shift).
   - Daily electricity usage at the Facilities (kWh) and electricity usage per dry ton of solids (kWh/dt) processed at the Facilities.
   - Daily natural gas usage at the Facilities (standard cubic feet) and natural gas usage per dry ton of solids (therms/dt) processed at the Facilities.
   - Daily potable water usage at the Facilities (Gallons) and potable water usage per dry ton of solids (gallons/dt) processed at the Facilities.
   - Daily plant effluent water usage at the Facilities (Gallons) and plant effluent water usage per dry ton of solids (gallons/dt) processed at the Facilities.
   - Daily chemical usage (phosphorus control chemical, polymer, odor control, dust control) and chemical usage per dry ton of solids (therms/dt) processed at the Facilities.
   - Daily total suspended solids concentration (TSS) (mg/L) in the recycle stream from the pelletizer facility based on a 24-hour composite sample collected by the auto-sampler. The Service Provider shall split the recycle stream composite sample with the City for analysis of ortho-phosphate and total nitrogen concentrations.
   - Final product reuse and/or disposal records, including:
     - Number of product trucks each day
     - Scale weights for each truckload of dried product

- A summary of any maintenance activities performed during the 24-hour period.

2. Monthly Report that includes but is not limited to:

- A summary of operations during the subject period, including but not limited to:
  - Calculated daily dry tons of Influent Solids received at the Facilities.
  - Run time for the dewatering and Pelletizer Facility.
  - Throughput for the Pelletizer.
  - Utility and Chemical Usage Rates
  - Capture efficiency of the Facilities
  - Final product reuse and/or disposal records, including number of product trucks and the address of the land application and/or disposal sites with the quantities (dry tons) of solids placed on each site
- A summary of regulatory/compliance reporting and process control sampling data, including a permit and contract compliance status during the subject period, including identification of any violations that occurred and steps taken to correct them.
- A summary of maintenance activities including asset management reporting for the various assets at the Facilities and maintenance backlogs.
- A summary of any accidents or other incidents related to health and safety and actions taken to prevent like occurrences.

3. Annual Report to be furnished to the City within twenty (20) business days after the end of each Agreement Year shall include but not limited to:

- A summary of the information and statistical data provided in the monthly reports.
- Air emissions testing data, if required during the subject year.
- A summary of any major maintenance activities performed, clearly identifying maintenance activities performed by third parties.
- Condition monitoring report, if condition assessment is performed during the subject year, and annual updates to the Capital Improvement Program.
- Any changes to land application and/or disposal contracts and applicable State Nutrient Management Plan compliance reports.

EXHIBIT 6 – GUARANTY FORM

CORPORATE GUARANTY FORM

Both Parties agree that the Corporate Guarantee Form shall be reviewed and approved separately and subsequently added to the Service Agreement.

EXHIBIT 7 – PERFORMANCE GUARANTEES

Guarantees

The Service Provider shall operate the Facilities to receive, dewater, dry and process undigested solids for beneficial use, and shall load, haul away, and beneficially use or sell for beneficial use, the quantities of solids that the City provides to the Pelletizer Facility on a day-to-day basis. The City shall attempt to maintain, to the maximum extent feasible, a primary solids (PS) fraction between 25 percent and 75 percent in the sludge holding tank and shall not convey 0 percent or 100 percent PS to the Pelletizer Facility.

The Service Provider shall dry all solids received in the sludge holding tank to no less than 90 percent solids on a dry weight basis and achieve temperature and residence times sufficient to meet Class A Process for Further Reduction of Pathogen (PFRP) requirements stipulated in 40 CFR Part 503.

At the conclusion of the Transition Period, the Parties shall negotiate in good faith to determine the Performance Guarantee levels based on system improvements and optimization efforts. The shared savings structure and the preliminary guarantees (as included in the following tables) are based upon values that are two standard deviations above historical performance (absent Upfront Capital Items). While such formulation is not intended as actual guarantees during the Transition Period or as a formula to calculate Performance Guarantees at the end of the Transition Period, it is intended to reflect an example approach of the Parties with respect to risk allocation, Performance Guarantee levels and corresponding triggers for shared savings.

i. **Electric consumption (kWh) per dry ton of Specification Influent processed at the Facilities**

   On a monthly basis, the Service Provider shall calculate the power consumed per dry ton of solids processed based upon (1) the total power consumed by the Pelletizer Facility, including dewatering, and drying; (2) the total gallons of Influent Solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis).

   Should the electricity consumed by the Pelletizer Facility exceed the maximum guaranteed value over the six-month period, the City shall have the right to charge the Service Provider for excess power consumed. Such charges shall be based upon (1) the quantity of excess power consumed; and (2) the average cost of power during the subject month. The cost for excess electricity usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the electricity consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary electricity usage guarantee, the electricity utilization rate for sharing of savings, and the cost sharing structure are shown in Table 5. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 5. Electricity Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Electricity Usage Guarantee	290	kWh/dt Processed
Electricity Usage for Sharing of Savings	232	kWh/dt Processed
Sharing of Savings	50:50	City : Service Provider

ii. **Natural gas consumption (therms) per dry ton of Specification Influent processed at the Facilities**

On a monthly basis, the Service Provider shall calculate the thermal energy consumed per dry ton of biosolids processed based upon (1) the total volume of natural gas used at the Facility; (2) gross heating values for natural gas; (3) the total gallons of Influent Solids received at the Pelletizer Facility; (4) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis); and (5) the solids returned to the WWTP in the dewatering filtrate.

Should the thermal energy consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Service Provider for excess thermal energy consumed. Such charges shall be based upon (1) the quantity of energy consumed in excess of the guaranteed maximum value; and (2) the average cost of natural gas during the subject month. The cost for excess natural gas usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the natural gas consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary natural gas usage guarantee, the natural gas utilization rate for sharing of savings, and the cost sharing structure are shown in Table 6. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 6. Natural Gas Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Natural Gas Usage Guarantee	99	Therms/dt Processed
Natural Gas Usage for Sharing of Savings	85	Therms/dt Processed
Sharing of Savings	50:50	City : Service Provider

iii. **Potable Water consumption (gallons) per dry ton of Specification Influent processed at the Facilities**

Potable water is used primarily for polymer make-up for dewatering at the Facility. If the Service Provider selects a different polymer or the polymer dosage rate changes as a result of a change to the feed location of the phosphorus control chemical, the Service Provider shall work with the City to establish a new guaranteed usage rate for potable water.

On a monthly basis, the Service Provider shall calculate the potable water consumed per dry ton of biosolids processed based upon (1) the total volume of potable water; (2) the total gallons of Influent Solids received at the Pelletizer Facility; and (3) the average solids concentration of thickened solids received (weighted average based on the City's sampling/analysis).

Should the potable water consumed by the Pelletizer Facility exceed the maximum value over the six-month period, the City shall have the right to charge the Service Provider for the excess potable water consumed. The cost of potable water will be billed by the City at the then-current rates. The cost for excess potable water usage shall be deducted from the Service Provider's monthly payment invoice at the end of the subject six-month period. Should the potable water consumed by the Pelletizer Facility be lower than ninety (90) percent of the guaranteed maximum value over the six-month period, the City shall share the cost savings with the Service Provider. The shared savings shall be added to the Service Provider's monthly payment invoice at the end of the subject six-month period.

The preliminary potable water usage guarantee, the potable water utilization rate for sharing of savings, and the cost sharing structure are shown in Table 7. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 7. Potable Water Usage Guarantees and Sharing of Savings

Parameter	Value	Units
Preliminary Potable Water Usage Guarantee	1,374	Gallons/dt Processed
Potable Water Usage for Sharing of Savings	1,168	Gallons/dt Processed
Sharing of Savings	50:50	City : Service Provider

iv. **Solids Capture (percent) of dry solids from Specification Influent Processed at the Facilities**

The Service Provider shall optimize Pelletizer Facility operations to capture no less than 90 percent of the total suspended solids (TSS) delivered to the Facility and limit the solids returned to the headworks of the WWTP to no more than 10 percent of the TSS delivered to the Pelletizer Facility.

On a monthly basis, the Service Provider shall calculate the solids capture efficiency of the Facilities based upon (1) the total gallons of Influent Solids received at the Pelletizer Facility; (2) the average TSS concentration of thickened solids received (weighted average

based on the City's sampling/analysis); and (3) the average TSS concentration in the recycle stream from the Facilities.

Although subject to negotiation at the end of the Transition period, the Parties propose as a starting point that for every two and a half (2.5) percent reduction in Solids Capture Rate below ninety (90) percent shall entitle the City to a downward adjustment of the Base Fee of 1.0% per 2.5% decrease over such threshold (i.e., there is no reduction unless the Solids Capture Rate is 87.5% or below); and for every five (5) percent increase in Solids Capture Rate above ninety (90) percent shall entitle the Service Provider to an upward adjustment of the Base Fee of 1.0% per 2.5% increase over such threshold (i.e., there is no increase unless the Solids Capture Rate is 92.5% or above).

v. **Return Stream Concentration from Specification Influent Processed at the Facilities**

On a monthly basis, the Service Provider shall determine the average ortho-phosphate concentration in the recycle stream from the Facilities based upon analysis of the daily composite samples of the recycle stream from the Facilities. The return stream concentration guarantees for ortho-phosphate are shown in Table 8.

The preliminary Ortho-Phosphate guarantees are shown in Table 6. These values shall be negotiated in good faith at the conclusion of the Transition Period.

Table 8. Ortho-Phosphate Guarantees for Recycle Stream

Parameter	Guarantee, mg/L BFP Filtrate Only	Guarantee, mg/L Total Facility Return Flow
Ortho-Phosphate	75	20

Although subject to negotiation at the end of the Transition period, the City proposes that for every 25 mg/L increase in ortho-phosphate concentration above seventy-five (75) mg/L in the BFP filtrate or every 6mg/L increase in ortho-phosphate concentration above twenty (20) mg/L in the total facility recycle stream shall entitle the City to a downward adjustment of the Base Fee of 0.50% per 25 mg/L increase over such threshold; and for every 25 mg/L reduction in ortho-phosphate concentration below seventy-five (75) mg/L in the BFP filtrate or every 6 mg/L reduction in ortho-phosphate concentration below twenty (20) mg/L in the total facility recycle stream shall entitle the Service Provider to an upward adjustment of the Base Fee of 0.50% per 25 mg/L decrease over such threshold.

The amounts owed by the Parties to one another hereunder shall be netted against each other and the net amount payable shall be paid or deducted by the City concurrently with the next monthly invoice payment.

Annual True-Up Process

Within thirty (30) business days after the end of an Agreement Year in which the Performance

Guarantees apply, Service Provider shall recalculate its performance against the Utility Consumption Guarantees over the Agreement Year. If Service Provider has received monthly payments in excess of the annual incentive, Service Provider shall refund the City for such overage. If Service Provider has paid (in cash or by deduction) monthly Utility Consumption Guarantee damages in excess of the annual calculation, the City shall refund such overpayment to the Operator. In each case, any amount due by either party pursuant to this section shall be added to, or netted against, the next subsequent payment due to Service Provider.

ATTACHMENT A – FEDERAL CLAUSES

Both Parties agree that Attachment A – Federal Clauses shall be reviewed and approved separately and subsequently added to the Service Agreement.

ATTACHMENT B – DISPUTE RESOLUTION

1. In the event a dispute regarding daily operations of the Facilities arises between City and Service Provider regarding the application or interpretation of, or in any way relating to this Service Agreement, City's Designated Representative and the Service Provider's Plant Manager shall use reasonable efforts to reach a reasonable and equitable resolution of the matter on an expedited basis. In the event such efforts do not result in the resolution of the dispute within fifteen (15) business days or the dispute is not related to the daily operations of the Facilities, either Party may by written notice request a meeting with the other Party's Designated Officer (for the City, this shall be its Director of Utilities; for NEFCO this shall be its General Manager) to resolve the dispute. The designated officers shall meet within ten (10) business days following the notice date unless a later date is specified in the notice, at a location agreed upon by the Parties, to resolve the dispute. Either party may involve legal counsel in this meeting, or these meetings. In conjunction with any meetings pursuant to this paragraph, upon request of either Party, the other Party shall cooperate to select a mutually agreeable independent technical consultant to assist in the resolution of any technical dispute. The costs associated with any independent technical consultant shall be paid in full by the losing party.

2. If the procedures referenced in paragraph 1 do not result in resolution of the dispute within twenty (20) business days after commencement of the referenced officers' meeting and the claim(s) which are the subject of the dispute have a value reasonably estimated to be less than $200,000, then each Party, without further delay, shall have the right to submit the dispute to binding arbitration. Any dispute less than $200,000 shall be resolved through binding arbitration as set forth herein. Proceedings shall (i) take place in Hagerstown, Maryland; (ii) be conducted in accordance with the rules then in effect of the American Arbitration Association, and (iii) consist of a single arbitrator. Any decision or award of the arbitrator shall be bound solely by all provisions of this Service Agreement, and the arbitrator shall have no authority or power to enter an award which is in conflict with any of the provisions of this Service Agreement. If the subject matter for the decision or award, which shall be in writing, is not provided for in this Service Agreement, it shall be based on the substantive law of the State of Maryland. The decision or award must be in writing and must contain findings of fact on which it is based. Absent fraud or collusion, such findings of fact shall be final. Any decision or award of the arbitrator which fails to comply with the requirements of this paragraph 2 shall be voidable. If the decision or award complies with the requirements of this paragraph 2, it may be enforced or confirmed in a court of competent jurisdiction. Any dispute in excess of $200,000 may be litigated in the state or federal courts of competent jurisdiction in Washington County, Maryland.

Any election to refer a dispute to resolution in accordance with this Attachment B shall not relieve Service Provider of its obligation to proceed with the performance of this Service Agreement nor relieve City of any of its obligations under this Service Agreement. No payments otherwise due between the Parties shall be withheld due to the pendency of dispute resolution procedures.

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Wastewater: Scrubber Chemicals for Odor Control System – Source Technologies (Lexington, KY)
$28,800.00

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Wastewater_-_Scrubber_Chemicals.pdf	Signed Consent Form
CONSENT_SOURCE_TECHNOLOGIES_SCRUBBER_CHEMICALS_07222025.pdf	CONSENT SOURCE TECHNOLOGIES
Source_Tech_(new_contract).pdf	CONTRACT SOURCE TECHNOLOGIES

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: July 22, 2025 Special Session Date: NA

Originating Department: Utilities Division (if applicable): Wastewater

Department Director or Manager: Nancy Hausrath

Account/Project Name: Wastewater: Scrubber Chemicals for Odor Control System

Account No: 5471501-5591 CIP Control No. ____

Budget Amount: $30,000.00 ✓ Account Balance: $30,000.00 ✓ Unbudgeted Amount: $NA ✓

Fiscal Year: FY26 Source of Funds: Wastewater

Quantity	Description	Value
12	Advanced Oxidation System - EGV Chemical Treatment ($2,400/M)	$ 28,800.00
		28,800
	TOTAL VALUE OF PROJECT $	$ ~~56,970.00~~

ABOVE TO BE USED FOR: Proprietary EVG chemical treatment for odor control in the air scrubber.

RECOMMENDED VENDOR:

Business Name: Source Technologies

Business Address: 157 Venture Ct. Suite 9

City/State/Zip: Lexington, KY 40511

Bid/Proposal/Quote No.: Lexington, KY 40511 Sole Source? X Yes ____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC 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.
	PUBLIC SAFETY	The City of Hagerstown ensures that all who live, work, and play in the City of Hagerstown will be healthy and safe.
X	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 Funding available in the FY2026 operating budget (5471501-5591).

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 14:13:45-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

Nancy Hausrath — Digitally signed by Nancy Hausrath, DN: OU=Utilities Department, O=City of Hagerstown, CN=Nancy Hausrath, E=nhausrath@hagerstownmd.org, Reason: I have reviewed this document, Location:, Date: 2025.07.09 14:14:10-04'00', Foxit PDF Editor Version: 13.1.6

Signature / Date

(2) Purchasing Agent

COMMENTS

Approved

Tyler Frea 7/10/25

Signature / Date

(3) Chief Financial Officer

COMMENTS

Approve.

Brooke Grossman 07/11/25

Signature / Date

(4) City Administrator

COMMENTS

Recommend Approval

Scott Nicewarner 7/14/25

Signature / Date

PURCHASE / CONTRACT / CONSENT FORM

City of Hagerstown Mayor and Council

Regular Session Date: _____ Special Session Date: _____

Originating Department: _____ Division (if applicable): _____

Department Director or Manager: _____

Account/Project Name: _____

Account No: _____ CIP Control No. _____

Budget Amount: $_____ Account Balance: $_____ Unbudgeted Amount: $_____

Fiscal Year: _____ Source of Funds: _____

Quantity	Description	Value
	TOTAL VALUE OF PROJECT	$

ABOVE TO BE USED FOR: _____

_____

_____

_____

RECOMMENDED VENDOR: Business Name: _____

Business Address: _____

City/State/Zip: _____

Bid/Proposal/Quote No.: _____ Sole Source? _____ Yes _____ No

OTHER VENDORS		
Firm	**City/State**	**Total Amount**

PLEASE INDICATE WHICH FOCUS AREA OF THE MAYOR & COUNCIL'S STATEGIC PLAN THIS PURCHASE/CONTRACT APPLIES TO		
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	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

_____ _____

Signature / Date Signature / Date

(2) Purchasing Agent

COMMENTS

_____

Signature / Date

(3) Chief Financial Officer

COMMENTS

_____

Signature / Date

(4) City Administrator

COMMENTS

_____

Signature / Date

Contract Renewal for Hagerstown, MD Re-purposed Scrubber

Submitted to City of Hagerstown-Utilities Dept. by Source Technologies, LLC

Robbie Eyler (Operations and Maintenance Supervisor) 6/19/2025

This agreement outlines the terms and conditions for the provision of EVG chemistry by Source Technologies, LLC to your Hagerstown plant for the purpose of negating H_2S and other malodorous gases in your scrubber system.

Term: This renewal agreement shall be effective from July 1, 2025, through June 30, 2026.

Monthly Cost: The monthly service fee for the EVG chemistry will be $2,400.00. Billing will occur on the first day of each month.

Maintenance of Makeup Water: Hagerstown is responsible for maintaining adequate makeup water in the scrubber system to compensate for evaporation during operation. This replenishment is expected to be occasional. Please notify Source Technologies of the approximate gallons added to facilitate proper adjustment of the chemistry.

System Flushes: Hagerstown agrees to bear the cost of replacement chemistry if the system is accidentally flushed by a non-Source Technologies representative.

Service and Delivery: Source Technologies, LLC will be responsible for the delivery and maintenance of the EVG chemistry throughout the duration of this agreement.

Renewal Acceptance

Your signature below signifies your acceptance of these terms and grants Source Technologies, LLC permission to continue providing treatment services from July 1, 2025, through June 30, 2026.

Name: Robbie Eyler

Title: Maintenance Superintendent

Date: 6/25/25

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Parking Lease for Department Juvenile Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
DJS_Parking_Council_Packet.pdf	Parking Lease State of Maryland Department of Juvenile Services

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: June 23, 2025

RE: Parking Lease
State of Maryland
Department of Juvenile Services

MAYOR AND COUNCIL ACTION REQUESTED

Staff recommends that the Mayor and Council approve a parking lease agreement with the State of Maryland that provides parking for the State Department of Juvenile Services (DJS). Parking privileges would be in the University District Parking Deck for a period of three (3) years with an option to renew for another three (3) year term at such time, the rates could be renegotiated.

DISCUSSION

The DJS operates out of an office in the city center. The agency currently parks in the University District Parking Deck and wishes to continue this arrangement.

The City of Hagerstown does not require lease agreements for utilizing the parking decks. The State of Maryland requires a lease be signed due to obligatory requirements to their Board of Public Works. The State has provided a standard parking lease agreement that includes parking for fourteen (14) vehicles for the DJS. The annual payment amount is $11,760.00 or $980 per month.

The attached agreement shows the term of the agreement commencing on July 1, 2026 and ending on June 30, 2029, with a renewal option of an additional 3 years.

FINANCIAL IMPACT

The initial 3-year term would generate $980 per month or $11,760 annually. The financial terms could be renegotiated with the 3-year renewal.

RECOMMENDATION

Staff recommends approval of the parking lease with the State of Maryland as attached.

C: Parking Staff (digital copy only)
Finance Staff (digital copy only)
J. Morton, Attorney (digital copy only)
Att: DJS Contract, Motion Sheet, Resolution

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: July 22, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL TO ENTER INTO A PARKING LEASE WITH THE STATE OF MARYLAND, DEPARTMENT OF JUVENILE SERVICES**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into a Parking Lease with the State of Maryland, Department of Juvenile Services. The City of Hagerstown shall provide fourteen (14) undesignated parking spaces in the University District Parking Deck located at 25 N. Potomac St.

The term of the parking lease is three (3) years beginning on July 1, 2026, and concluding on June 30, 2029, with a possible renewal term of three (3) years, to be negotiated by both parties.

The parking rate shall be Seventy Dollars ($70) per month, per space for an annual payment amount of Eleven Thousand Seven Hundred Sixty Dollars and No Cents ($11,760.00).

Date of Introduction:	July 22, 2025
Date of Passage:	July 22, 2025
Effective Date:	July 22, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE CITY OF HAGERSTOWN TO ENTER INTO A PARKING LEASE AGREEMENT WITH THE STATE OF MARYLAND TO THE USE OF THE DEPARTMENT OF JUVENILE SERVICES

RECITALS

WHEREAS, the City of Hagerstown hereinafter referred to as "City" is the owner of a parking deck located at 25 North Potomac Street, Hagerstown, Maryland, and

WHEREAS, the State of Maryland to the Use of the Department of Juvenile Services ("DJS") desires to enter into a Parking Lease Agreement for the rental of a total of fourteen (14) undesignated parking spaces at the aforementioned parking deck for a period of three (3) years beginning on July 1, 2026, and concluding on June 30, 2029, and at the rate of $70 per month per space, and with a possible Renewal Term of three (3) years, to be negotiated by the parties, and

WHEREAS, the City believes it is in the best interest of the citizens of the City to enter into the Parking Lease Agreement, a copy of which is attached hereto and incorporated herein.

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

1. That the above recitals are incorporated herein.

2. That the City be and is hereby authorized to enter into the attached State of Maryland Parking Lease Agreement with the State of Maryland to the Use of the Department of Juvenile Services. The Parking Lease Agreement consists of the following documents: (1) Parking Lease Terms Sheet; (2) Addendum A/Parking Lease General Terms and Conditions; (3) Regulations set forth in Title 21 of the Code of Maryland Regulations; and (4) Contract Affidavit.

3. That the Mayor, City Clerk and/or City Administrator be and are hereby authorized to execute the aforegoing State of Maryland Parking Lease Agreement and all other documents necessary to effectuate the purpose of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PARKING LEASE TERMS SHEET
(FORM DGS-680-3D)
(Revised January 2014)

This Parking Lease Agreement ("Parking Lease" or "Agreement"), is made this day of , 2025, between, the **Mayor and City Council of Hagerstown, Maryland,** hereinafter called "Lessor," and the **State of Maryland, to the use of the Department of Juvenile Services**, hereinafter called "Lessee."

LESSOR	**LESSEE**
Name: Mayor and City Council of Hagerstown	Department / Agency: Department of Juvenile Servies ("Unit" or "DJS")

Address: 1 East Franklin Street Hagerstown, MD		Address: 217 E. Redwood Street, Baltimore, MD 21202 Attn: Capital Planning, Design & Leasing Unit	
E-mail:	EDeike@hagerstownmd.org	E-mail:	Dlcapitalplanning_djs@maryland.gov
FIN:	52-6000794		
Contact:	Eric Deike	On Site Contact:	Danielle Staley
Phone:	(301)766-4175	Phone:	(240)478-8206
		E-Mail	Danielle.Staley1@maryland.gov
		Emergency Contact:	Derek Getic
		Phone:	(717) 816-0799
		Email:	Derek.Getic@maryland.gov

1. Parking Leased Premises and Rent. Lessor leases unto Lessee for the use of Lessee's personnel, representatives, visitors and associated vehicles, Fourteen (14) parking spaces (hereinafter referred to as the "Parking Leased Premises"), in the parking lot located at the University District Parking Deck, 25 N. Potomac Street, Hagerstown, MD 21740 (the "Property") and as more particularly described in the chart below, with the right to use in common with all other parking common areas, including but not limited to, ways of ingress and egress and access points.

Lessee Unit	VIP Reserved Spaces	Reserved Spaces	Use in Common Spaces	Monthly Rent	Annual Rent
DJS	0	0	14	$980.00	$11,760.00
Total:	0	0	**14**	**$980.00**	$11,760.00

Location of Spaces	25 N. Potomac Street, Hagerstown, MD 21740
Rate per Space (Monthly)	$70.00
Notes: The monthly rate for the Lease Years (defined hereafter) is $70.00/space/month.	

2. Term. The term of the Parking Lease is three (3) years (each a "Lease Year"), commencing on July 1, 2026, and ending at the end of the day on June 30, 2029. The following is the original term (the **"Original Term")** and any renewal terms (each, a **"Renewal Term"**) exercisable by the Lessee:

Original Term:	Three (3) years
Number of Renewal Terms	One (1), upon terms to be negotiated and subject to Board of Public Works approval.
Length of Each Renewal	Three (3) Years

3. Rent. The Rent due from Lessee to Lessor for the Parking Lease Premises as described in Section 1 above for the Original Term shall be Eleven Thousand Seven Hundred Sixty Dollars and Zero Cents (**$11,760.00**) per annum, payable in advance in equal monthly installments of Nine Hundred Eighty Dollars and Zero Cents (**$980.00**).

4. This Parking Lease specifically incorporates (a) the Standard State of Maryland Parking Lease General Terms and Conditions dated July 2019, attached hereto and made a part hereof as Addendum A, and (b) Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Parking Lease.

5. This Parking Lease shall only be effective and binding upon the State of Maryland with full execution by the parties and approval by the Maryland Board of Public Works ("Effective Date"). Lessor has no right to institute any action or proceedings to compel the State of Maryland to present this Parking Lease to the Maryland Board of Public Works or to compel the Maryland Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State of Maryland, Lessor's only remedy shall be to declare this Parking Lease null and void.

6. This Parking Lease Agreement may be executed in one or more or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The signature of a party transmitted electronically shall constitute and have the same force and effect as the original signature of the party.

[Signature page Follows]

IN WITNESS WHEREOF, the parties hereto, for themselves and their successors and assigns, have caused this Parking Lease Agreement to be executed by their duly authorized representatives, the day and year first above written.

WITNESS:

LESSOR: Mayor and City Council of Hagerstown

_____

By:_____ (SEAL)
William B. McIntire, Mayor

WITNESS:

LESSEE:
STATE OF MARYLAND, to the use of the Department of Juvenile Services

_____

By: _____ (SEAL)
Tifanni Johnson, Deputy Secretary

Execution/of the above Parking Lease Agreement was authorized and approved by the Maryland Board of Public Works at a meeting held on _____as DGS Action Agenda Item _____-L.

_____
Maryland Department of General Services
Office of Real Estate

This Parking Lease Agreement has been reviewed for form and legal sufficiency and approved by the Maryland Office of the Attorney General on _____ by _____ _____, Assistant Attorney General.

_____
Maryland Department of General Services
Assistant Attorney General

ADDENDUM A
STANDARD STATE OF MARYLAND
PARKING LEASE GENERAL TERMS AND CONDITIONS
(FORM DGS-680-3D-1)
(Revised July 2019)

1. Rent Invoices. Lessee will not automatically pay the rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit(s)") listed in this Parking Lease for the amounts set forth in this Parking Lease.

2. Rent Payments. Except as otherwise provided in this Lease, the Rent shall be payable by check or electronic wire in accordance State payment systems at the office of Lessor during normal business hours and shall be due and payable on the first day of the month.

3. Form and content of Invoices. All invoices shall be made out to Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works item number and agenda date indicated at the end of this Parking Lease; indicate that the invoice is billing for "Rent"); state Lessor's Federal Employer Identification Number; and additional information as may be specifically required elsewhere in this Parking Lease. [State of Maryland State Finance and Procurement Article (SF) 15-102]

4. Payments by the State. Payments to Lessor pursuant to this Parking Lease shall be made no later than 30 days after Lessee's receipt of a proper invoice from Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]

5. Interest on Late Payments. Except for rent or other expenses submitted for payment pursuant to this Parking Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under this Parking Lease shall not be payable unless such payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]

6. Use of Spaces by Lessee. Lessee will allocate the use of the Parking Leased Premises to the Units identified in the Parking Lease Terms Sheet.

7. Use of Spaces by Other Units. Use of a parking space included in the Parking Lease by a Unit of the State other than the Units designated in the Parking Lease shall not constitute an assignment or a subletting and may be done at the discretion of Lessee.

8. Assignment by Lessee. Lessee may assign any or all of the parking spaces included in the Parking Leased Premises upon written consent of Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

9. Maintenance of Parking Leased Premises. Lessor shall maintain the Parking Leased Premises in reasonably good condition and provide for snow removal or plowing during the winter months.

10. Availability of Parking Leased Premises. Lessor guarantees that there will be made available for Lessee's use as provided in the Parking Lease, on the days and between the hours specified in the Parking Lease, the parking spaces described in the Parking Lease Terms Sheet.

11. Lessor Liability for Damage. Lessor shall not be responsible for the loss of or damage to the vehicles or to articles of personal property left in vehicles using the Parking Leased Premises other than loss or damage caused by the negligence or intentional act or omission of Lessor, its employees or agents.

12. Vehicle Identification. Lessor will issue identification in a form to be agreed to by Lessor and Lessee, which may be in the form of an electronic mechanism, for controlling access to and departure from the Parking Leased Premises. Lessor shall assure that only authorized vehicles assigned by Lessee are parked in the Parking Leased Premises.

13. Payment of Taxes. Lessee exercises its right of not paying local taxes and Lessor (the owner of the property subject to this Parking Lease) agrees to claim this exemption with respect to parking spaces leased to Lessee.

14. Damage to Parking Leased Premises - Casualty. If the Parking Leased Premises or related structures are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall restore the Parking Leased Premises with reasonable promptness but in no event later than 60 calendar days after the date of the Casualty to substantially the same condition of the Parking Leased Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Parking Leased Premises for such purpose. The times for commencement and completion of any such restoration shall be extended for a period not to exceed 60 calendar days if any delays are caused by an event or circumstance beyond Lessor's reasonable control. If such restoration is not accomplished within the 60 calendar day period and any extension period, Lessee may terminate this Parking Lease by giving Notice to Lessor within 30 days after the expiration of such period or extension. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty.

15. Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Parking Leased Premises on account of such Casualty, the Rent and any other obligations of the Lessee shall be abated in proportion to the usable area of the Parking Leased Premises that are rendered substantially unfit for use or occupancy by such Casualty, unless, in Lessee's sole judgment, such Casualty renders the undamaged part of the Parking Leased Premises materially unsuitable for use or occupancy by Lessee for the uses contemplated by this Parking Lease, in which event the Rent shall be abated entirely during such period of non-use or non-occupancy.

16. Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party that the Parking Leased Premises or

associated improvements is so damaged by Casualty that either the Parking Leased Premises or (whether or not the Parking Leased Premises are damaged) the associated improvements is rendered substantially unfit for use or occupancy and the Lessor will be unable to restore the Parking Leased Premises or associated improvements within 90 days after such Casualty, then either party may elect to terminate this Parking Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the Casualty.

17. Lessor's Responsibility for Repairs. All repairs to the Parking Leased Premises including repairs to all associated improvements, no matter how caused are to be made and paid for by the Lessor.

18. Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Parking Leased Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written consent for reimbursement and approval of costs from Department of General Services Office of Real Estate (DGS) prior to the commencement of any work.

19. Failure to Repair. In the event the Lessor fails to a) replace promptly any broken item; b) make necessary repairs; or c) maintain the Parking Leased Premises and associated improvements as herein provided for, the Lessee is herewith empowered and authorized, but not obligated to, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance, charging the Lessor for the making of such repairs or performing said maintenance and deducting the cost thereof from any subsequent payment or payments of Rent due under the terms of the Parking Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent until such time as Lessor completes said repairs or maintenance in a manner satisfactory to DGS Office of Real Estate.

20. Expiration of Parking Lease Term. This Parking Lease shall cease and terminate at the end of the term, or any renewal term, without the necessity of any further notice from either Lessor or Lessee to terminate the same and the continued occupancy of the Parking Leased Premises by Lessee after the expiration of said term shall not operate to renew this Parking Lease for said term or any part thereof or render Lessee liable for double rent. Notwithstanding the foregoing the Lessee reserves the absolute right to extend for a period not to exceed six (6) months. In the event of an extension by the Lessee, the Lessee shall be and remain liable to the Lessor for rent for the Parking Leased Premises for the time the same are actually occupied by the Lessee, said rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extension period; but nothing herein shall confer upon the Lessee any right to remain on the Parking Leased Premises beyond six (6) months after termination, except with the consent of the Lessor.

21. Termination for Default. If the Lessor fails to fulfill its obligation under this Parking Lease properly and on time, or otherwise violates any provision of the Parking Lease, the Lessee may terminate the Parking Lease by written notice to the Lessor. The notice shall specify the acts or omissions relied upon as cause for termination. The Lessee shall pay the Lessor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Lessor's breach. If the damages are more than the compensation payable to the Lessor, the Lessor will remain liable after termination and the Lessee can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.11B.

22. Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall be liable to Lessee for same. Written notice to cure may be done by electronic mail.

23. Termination for Convenience. This Parking Lease may be terminated by Lessee in accordance with this clause, in whole, or from time to time in part, whenever Lessee shall determine that such termination is in the best interest of Lessee. Lessee will pay all reasonable costs associated with this Parking Lease that Lessor has incurred up to the date of termination and all reasonable costs associated with this Parking Lease termination of the Parking Lease. However, Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the applicable provisions of COMAR 21.07.01.12A(2).

24. Multi-Year Parking Leases Contingent Upon Appropriations – Termination for Nonappropriation. Multi-year Parking Leases are contingent upon appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Parking Lease succeeding the first fiscal period, this Parking Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either Lessee's rights or Lessor's rights under any termination clause in this Parking Lease. The effect of termination of the Parking Lease hereunder will be to discharge both Lessor and Lessee from future performance of the Parking Lease, but not from their rights and obligations existing at the time of termination. Lessor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Parking Lease. Lessee shall notify Lessor as soon as it has knowledge that funds may not be available for the continuation of

this Parking Lease for each succeeding fiscal period beyond the first. COMAR 21.07.01.10; SF 13-217 (d), (e)]

25. Condition Upon Termination. Lessee will, at the expiration or sooner termination of the Term, deliver up the Parking Leased Premises in the same condition they were in at the beginning of the tenancy, reasonable wear and tear, and such damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents or invitees excepted.

26. Suspension of Performance. The Procurement Officer unilaterally may order Lessor in writing to suspend, delay or interrupt all or any part of the performance required by this Parking Lease for such period of time as the Procurement Officer may determine to be appropriate for the convenience of Lessee.

27. Waiver of Rights. The waiver at any time by Lessor or Lessee of any covenant or condition of the Parking Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other covenants, conditions, or rights.

28. Accessibility and Safety. Lessor guarantees that the Parking Leased Premises comply in all respects with:

A. The Americans with Disabilities Act of 1990 (42 United States Code, §§ 12101 et seq.); and

B. The Occupational Safety and Health Standards of the State and the United States, including but not limited to standards relating to the presence of friable asbestos and other hazardous materials or chemicals.

29. Time is of the Essence. Time is of the essence and occupancy on the date specified in this Parking Lease is the essence of this Parking Lease to Lessee. If, due to its own fault or negligence, Lessor does not have the Parking Leased Premises available for use by Lessee on the date specified in this Agreement, Lessor agrees to pay damages to Lessee in an amount equal to the Rent for the Parking Leased Premises during the period that the Parking Leased Premises are unavailable to the Lessee, and in addition the Rent due from Lessee and any other obligations to be performed by Lessee shall be abated until occupancy.

30. Delays. Lessor agrees to prosecute performance of this Parking Lease continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the performance specified in this Parking Lease.

31. Extensions of Time Due to Delays. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes,

freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either Lessor or the subcontractors or suppliers.

32. Nonhiring of State Officials and Employees. No official or employee of the State of Maryland, as defined under General Provisions Article § 5-101, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of this Parking Lease, shall during the pendency and term of this Parking Lease and while serving as an official or employee of the State become or be an employee of the contractor or any entity that is a subcontractor on this Parking Lease.

33. Maryland Law Prevails. The provisions of this Parking Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder.

34. Nondiscrimination. Lessor agrees:

A. Not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test;

B. To include a provision similar to that contained in subsection A, above, in any subcontract except a subcontract for standard commercial supplies or raw materials; and

C. To post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. [COMAR 21.07.01.08; SF 13-219]

35. Preexisting Regulations. In accordance with the provisions of § 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the applicable regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of execution of this Parking Lease are applicable to this Parking Lease. [COMAR 21.07.01.17; SF 13-218(c); SF 11-206]

36. Compliance with State Recycling Plan. The Lessor understands that the Parking Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and /or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

37. Retention of Records. Lessor shall retain and maintain all records and documents relating to this Parking Lease for three years after final payment by Lessee hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State of Maryland, including the Procurement Officer or designee, at all reasonable times.

38. Lessor Representations and Warranties. Lessor hereby represents and warrants that:

A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;

B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Parking Lease.

C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Parking Lease; and

D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Parking Lease.

39. Commercial Nondiscrimination.

A. As a condition of entering into this Agreement, Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Lessor may not discriminate on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Lessor retaliate against any person for reporting instances of such discrimination. Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Lessor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification of Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. [COMAR 21.07.01.26 (A)]

B. As a condition of entering into this Agreement, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Lessor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Lessor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Lessor on each subcontract or supply contract. Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Lessor understands that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

40. Lessor's Transfer of the Property. In the event of any transfer of the Property where the Parking Leased Premises is located, the assignment of this Lease shall only be effective if the newly designated owner of the Property (the "New Owner") shall: (a) be qualified to do business in the State of Maryland, (b) be permitted to do business with the State, and not subject to debarment, (c) provide copies of the deed transferring the Property to the New Owner to ORE within ten (10) days of said transfer and/or assignment, (d) record the deed transferring the Property to the New Owner within thirty (30) days of the New Owner's acquisition of title, and (e) request in writing to enter into a Supplemental Lease with Lessee, including execution of the standard State lease affidavit, amending the Lessor information within sixty (60) days of acquisition of the Property. In the event that the New Owner of the Property is not qualified to do business in the State of Maryland, or if the New Owner fails in its other obligations under this Section, the State of Maryland, in its unfettered discretion, shall have the right to terminate the Lease upon written notice to the New Owner.

41. Complete Agreement. This Parking Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Parking Lease.

42. Amendment. This Parking Lease may be amended, but only in writing, signed and executed with all formalities and signatures with which this Parking Lease is signed and executed.

43. Incorporated Affidavits. This Parking Lease contains additional provisions set forth on the following Attachments which are incorporated into and made a part of this Parking Lease:

A. Attachment A – Lessor's executed Contract Affidavit.

44. Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Parking Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the premises for the use stated herein during the Term and any extension herein of the Parking

Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection or molestation by any person lawfully claiming by, through or under the Lessor.

45. Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Parking Leased Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests.

46. Subordination. Upon the request of the Lessor, the Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force against the Land, Building, or Property at the time of the request of which the Parking Leased Premises are a part. The Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests.

47. Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor a statement in writing representing, among other matters, that this Parking Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Parking Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by any third party not a party to this Parking Lease. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date hereof which Lessee did not have actual knowledge on the date of execution thereof.

48. Execution and Effectiveness. This Parking Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Parking Lease to the Board of Public Works or to compel the Board of Public Works to approve this Parking Lease. In the event this Parking Lease is not fully executed or approved by the State, Lessor's only remedy shall be to declare this Parking Lease null and void.

49. Conflict. In the event of any conflict between this Standard Parking Lease Form DGS-680-3D and any other document attached hereto, incorporated by reference, or otherwise made part of this Parking Lease, the provisions of this Standard Parking Lease Form DGS-680-3D shall prevail.

[Rest of page intentionally left blank]

Attachment A

Contract Affidavit

(Authorized Representative and Affiant)

(Revised 1/9/19)

A. Authority

I HEREBY AFFIRM THAT:

I, (print name) _____, possess the legal authority to make this Affidavit.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned bidder hereby certifies and agrees that the following information is correct: In preparing its bid on this project, the bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. "Discrimination" means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor's, supplier's, or commercial customer's employees or owners. "Discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination". Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid. As part of its bid or proposal, the bidder herewith submits a list of all instances within the past 4 years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the bidder discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder agrees to comply in all respects with the State's Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a bid or proposal and:

(1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority proposal;

(2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the bid or proposal;

(3) Fail to use the certified minority business enterprise in the performance of the contract; or

(4) Pay the certified minority business enterprise solely for the use of its name in the bid or proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the bid submitted by the bidder on this project, and terminate any contract awarded based on the bid.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned bidder hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

(1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;

(2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a bid preference or a procurement contract;

(3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;

(5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.12; or

(6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of §B-2(1)-(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

_____

_____

_____ _____.

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of bids or proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)-(5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of bids or proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

(a) § 7201, Attempt to Evade or Defeat Tax;

(b) § 7203, Willful Failure to File Return, Supply Information, or Pay Tax,

(c) § 7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information,

(d) § 7206, Fraud and False Statements, or

(e) § 7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. § 286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. § 287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. § 371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure Act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§B and C and subsections D(1)-(14) of this regulation, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

_____

_____

_____.

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

_____

_____

_____.

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

_____

_____

_____.

G. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying bid or offer that is being submitted;

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the bid price or price proposal of the bidder or offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying bid or offer is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, the State Department of Assessments and Taxation, and the Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, § 17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, § 17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities: _____

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, § 14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 CFR § 260, that apply to claims about the environmental attributes of a product, package, or service in connection with the marketing, offering for sale, or sale of such item or service.

N. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this bid or proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

O. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable items):

(1) Corporation - ___ domestic or ___ foreign;

(2) Limited Liability Company - ___ domestic or ___ foreign;

(3) Partnership - ___ domestic or ___ foreign;

(4) Statutory Trust - ___ domestic or ___ foreign;

(5) ___ Sole Proprietorship

and is registered or qualified as required under Maryland Law.

I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) _____in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____.

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____;

Address: _____.

P. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, § 13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate $100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches $100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

Q. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of $200,000 or more shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to

whom one or more contributions in a cumulative amount of $500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

R. DRUG AND ALCOHOL FREE WORKPLACE

I CERTIFY THAT:

(1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.

(2) By submission of its bid or offer, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:

(a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;

(b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;

(c) Prohibit its employees from working under the influence of drugs or alcohol;

(d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;

(e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

(f) Establish drug and alcohol abuse awareness programs to inform its employees about:

(i) The dangers of drug and alcohol abuse in the workplace;

(ii) The business's policy of maintaining a drug and alcohol free workplace;

(iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;

(g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), of this regulation;

(h) Notify its employees in the statement required by §E(2)(b), of this regulation, that as a condition of continued employment on the contract, the employee shall:

(i) Abide by the terms of the statement; and

(ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

(i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction;

(j) Within 30 days after receiving notice under §E(2)(h)(ii), of this regulation, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:

(i) Take appropriate personnel action against an employee, up to and including termination; or

(ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and

k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)-(j), of this regulation.

(3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), of this regulation, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.

(4) I acknowledge and agree that:

(a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;

(b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and

(c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

_____

(printed name of Authorized Representative and affiant)

By: _____

(signature of Authorized Representative and affiant)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Operating Agreement with Hagerstown Ice Amateur Athletic Association (HIAAA)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
HIAAA_Operating_Agreement_Council_Packet.pdf	2025 Hagerstown Ice Amateur Athletic Association Ice Rink Operating Agreement

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: July 1, 2025

RE: 2025 Hagerstown Ice Amateur Athletic Association
Ice Rink Operating Agreement

RECOMMENDATION

Staff recommends the Mayor and Council enter into an Ice Rink Operating Agreement with the Hagerstown Ice Amateur Athletic Association (HIAAA). The agreement would be for a term of 1-year beginning July 1, 2025 and ending June 30, 2026.

DISCUSSION

The current Operating Agreement between the City and the HIAAA expired on June 30, 2025. The proposed 1-year agreement contains much of the same language as the previous agreement. The proposed agreement contains stronger language protecting the City from the 75% share of certain capital improvement projects as spelled out in the agreement.

The Mayor and Council recently decided not to fund the potential $3 million dollar replacement of the ice-making equipment that is at the end of its useful life. HIAAA's share of this major project would be 25% of the total replacement cost.

FINANCIAL IMPACT

The yearly rent will be $3,030 per month ($36,360 annually). The City's payment of utilities is capped at $95,000 based on the average cost of water, sewer, electricity, and gas over the previous 5 years. Utility costs exceeding $95,000 are to be paid by HIAAA.

CONCLUSION

Staff recommends entering into the operating agreement with HIAAA. A new agreement will be presented later in 2026 as to continue with the ice rink or not.

Att: Operating agreement, motion, resolution
C: Parks Department (digital copy)
Finance Department (digital copy)

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 E. Franklin St.
Hagerstown, MD 21740
Ext.479

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: July 22, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF AN OPERATING AGREEMENT WITH THE HAGERSTOWN ICE AMATEUR ATHLETIC ASSOCIATION, INCORPORATED.**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the approval of a resolution to enter into an Operating Agreement between the City of Hagerstown and the Hagerstown Ice Amateur Athletic Association, Incorporated for the operating and management services in connection with the operation of the Ice Rink located at 580 Security Road.

The term of the lease shall be for a 1-year term from July 1, 2025 through June 30, 2026.

Rent shall be Three-Thousand Thirty and 00/100 Dollars ($3,030.00) per month.

Date of Introduction:	July 22, 2025
Date of Passage:	July 22, 2025
Effective Date:	July 22, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE ENTRY INTO A NEW ICE RINK OPERATING AGREEMENT FOR A ONE (1)-YEAR TERM WITH THE HAGERSTOWN ICE AMATEUR ATHLETIC ASSOCIATION, INCORPORATED

RECITALS

WHEREAS, the City of Hagerstown ("City") owns the Hagerstown Ice and Sports Complex located at 580 Security Road (the "Ice Rink") and;

WHEREAS, the Hagerstown Ice Amateur Athletic Association Incorporated ("HIAAA") has provided operating and management services in connection with the operation of the Ice Rink under an Operating Agreement, dated June 18, 2024, and with a one-year term from July 1, 2024 through June 30, 2025 (the "Original Agreement"); and

WHEREAS, the City desires to engage HIAAA to provide operating and management services in connection with the operation of the Ice Rink under a new Operating Agreement with a one-year term from July 1, 2025 through June 30, 2026; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City to enter into a new Ice Rink Operating Agreement with the HIAAA for services to be performed at the Ice Rink;

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 aforegoing recitals be and are hereby incorporated by reference as if restated herein verbatim.

2. That the Mayor be and is hereby authorized to execute and deliver to the Hagerstown Ice Amateur Athletic Association Incorporated the Ice Rink Operating Agreement, for a one-year term beginning on July 1, 2025 a copy of which is attached hereto and incorporated herein by reference.

3. That the Mayor be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purposes of this Resolution.

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

WITNESS AND ATTEST
AS TO CORPORATE SEAL

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
City Attorneys

ICE RINK OPERATING AGREEMENT

This Agreement made this _____ day of _____, 2025, by and between the City of Hagerstown, a Maryland Municipal Corporation, hereinafter called "City" and the Hagerstown Ice Amateur Athletic Association, Incorporated, ("HIAAA") a Maryland Non-Profit Corporation, hereinafter referred to as "Operator".

WHEREAS, the City owns the Hagerstown Ice and Sports Complex located at 580 Security Road, Hagerstown, Maryland, hereinafter called "Ice Rink", and

WHEREAS, the both parties are party to an Operating Agreement for the use, management and operation of the Ice Rink, which Agreement will expire on June 30, 2025, or earlier at the discretion of the City ("Original Agreement"); and

WHEREAS, the City and Operator desire to terminate the Original Agreement enter into a new Ice Rink Operating Agreement for a one (1)-year term commencing July 1, 2025 through June 30, 2026 ("Agreement");

NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Operator agree as follows:

1. TERM. The City shall allow and Operator shall use, manage and operate the Ice Rink for a one (1)-year period beginning on July 1, 2025 through June 30, 2026, subject to the terms and conditions of this Agreement.

2. REMUNERATION. Subject to its financial and other obligations contained herein, Operator shall be entitled to receive and maintain all proceeds arising from the operation of the Ice Rink.

3. MAINTENANCE RESPONSIBILITIES. In consideration of Operator operating the Ice Rink as hereinafter set forth, Operator shall perform the following maintenance responsibilities in connection with the operation of the Ice Rink:

A. Keep the Ice Rink clean and to provide day-to-day maintenance of the Ice Rink as well as repair and replacement of all non-ice making equipment of the Ice Rink.

B. Be responsible for ice resurfacing, rink maintenance and operations of concessions, general cleaning and building maintenance, as well as opening, closing and securing the Ice Rink.

C. Clear snow, ice and other obstructions from all sidewalks and public walkways serving the Ice Rink.

D. Maintain, repair and replace all furniture, fixtures, non-ice-making equipment, both ice resurfacers and merchandise within the Ice Rink. Operator shall maintain and conduct day to day maintenance and repairs of all ice-making equipment at the Ice Rink. A service and maintenance agreement shall be obtained by Operator for this purpose, as necessary. Operator shall be responsible for the day to day maintenance and repair of the building, not to exceed normal wear and tear, and any necessary furniture, fixtures, dasher boards and equipment necessary for the operation of the rink. Operator shall continue to promptly reimburse the City for dumpster service for the Ice Rink (presently $364.84/month, but subject to periodic rate increases as may be imposed by the hauler).

Maintenance and repair of the building structure and building mechanical systems in excess of normal wear and tear, shall be the responsibility of the City. Building mechanical systems shall not include the dehumidifying system and the ice making system. The City shall also be responsible for seventy-five percent (75%) of the costs of all necessary maintenance, repair and capital improvements for replacement or improvement of the ice-making system, dehumidifying system and replacement of the dasher boards (collectively, "Capital Systems"), unless caused by Operator's failure to maintain Capital Systems as required herein. Operator shall be responsible for twenty-five percent (25%) of the costs for maintenance, repair and/or replacement for the Capital Systems. It shall be at the sole discretion of the City to determine the need, timing and appropriateness of use of City funding for any Capital Systems or any components thereof. In the event that the City determines in its sole discretion that funding the maintenance, repair and/or repair for the Capital Systems is warranted, then each party shall promptly pay its share for the cost of any Capital Systems. In the event that the City determines in its discretion that maintenance, repair and/or replacement for the Capital Systems is not warranted, it shall have the right to terminate this Agreement upon thirty (30) days' written notice to the Operator.

4. OPERATOR FINANCIAL RESPONSIBILITIES. Operator hereby agrees to assume and undertake the following financial obligations in consideration of its right to use, manage and operate the Ice Rink.

A. Pay all operating expenses of the Ice Rink during the term of the Agreement including propane, telephone and cable services. However, the City shall be responsible for all other utility expenses including water and sewer charges, electric and natural gas. Operator shall implement reasonable energy-saving efforts, procedures, and systems. The City's obligation for all other utility expenses including water and sewer charges, electric and natural gas shall not exceed NINETY FIVE THOUSAND DOLLARS ($95,000.00) annually in any fiscal year, with this provision to be effective beginning fiscal year 2026. In the event that the City's obligation exceeds NINETY FIVE THOUSAND DOLLARS ($95,000.00) in any fiscal year, then Operator shall promptly reimburse the City for any and all other utility expenses including water and sewer charges, electric and natural gas, in excess of that benchmark.

B. Assume the costs associated with the operation of the ice resurfacers including, but not limited to, fuel, blade sharpening, repair, maintenance and replacement.

C. Pay all water treatment expenses for the refrigeration system.

D. If this Agreement is terminated for any reason and/or if Operator (a) goes out of business; (b) fails to maintain good standing with the SDAT; (c) files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy or insolvency law or act, or makes an assignment for the benefit of creditors; (d) has involuntary proceedings instituted against it

under any bankruptcy or insolvency law or act and not dismissed within ninety (90) days; (e) fails to perform or comply with any of the covenants or conditions of this Agreement, including but not limited to payment of rent, and fails to cure such breach within fifteen (15) days after written notice; and/or (f) ceases to operate the Ice Rink, then the Operator shall take all steps necessary, upon demand by the City, to transfer title of the newer ice resurfacer (the original is already owned by the City) to the City, subject to any security interest of the lender.

E. Beginning on July 1, 2025, Operator shall pay three thousand thirty and 00/100 dollars ($3,030.00) rent each month to the City on the 1st day of each month.

F. Obtain property and general liability insurance in commercially reasonable amounts covering the use, management and operation of the Ice Rink, including the newer ice resurfacer. The said policies shall name the City as an additional insured and Operator shall provide annual certificates of insurance to the City.

5. OPERATOR MANAGEMENT RESPONSIBILITIES. Operator shall be responsible for the general management of the Ice Rink which shall include, but not be limited to:

A. Managing the day-to-day operations of the Ice Rink as agreed to herein.

B. Establishing reasonable rink and equipment rental rates and concession prices.

C. Purchasing the necessary supplies, equipment, inventory and merchandise for the operation of the Ice Rink, the concessions and all aspects of the operation.

D. Pursue all available opportunities to reduce costs by using City purchasing, stores and contract pricing. The City agrees to cooperate with Operator a concerted effort to reduce cost in the operation of the Ice Rink.

E. Compliance with the following record keeping and reporting requirements:

i. Maintain a complete and accurate record of all financial transactions arising out of the operation of the Ice Rink and a list of all furniture, fixtures, equipment and other property of Operator.

ii. Monitor income and expenses to keep operations within budget.

iii. Provide quarterly reports of all income and expenses and cash flow arising out of the operation of the Ice Rink to the City.

iv. Report to the City any financial irregularities or any other improprieties or occurrences which could reflect negatively upon the Ice Rink, Operator or the City within two (2) business days of discovery.

v. Meet quarterly with City Staff and provide accurate financial and attendance figures.

vi. Submit an Annual Report to the Mayor and Council of actual revenues and expenditures, attendance figures, rink use, marketing

plan and goals, a copy of which shall be submitted to the City on or about October 1st of each year.

vii. Before November 30th of each year of the term, submit to City Staff an annual report of necessary, anticipated or desired capital expenditures for the next successive three (3) year period for the Ice Rink. It shall be in the City's sole discretion whether and when to fund any capital expenditures.

F. Operator agrees to manage the Ice Rink to provide fair and equitable rink time to and for the following user groups and purposes:

1. Hagerstown Youth Hockey Association ("HYHA")
2. Hagerstown Adult Hockey League ("HAHL")
3. Washington County Northstars High School Hockey Club ("Northstars")
4. Hagerstown Kodiak Sled Hockey Team ("Kodiaks")
5. Hagerstown Edge Skating Academy ("HESA")
6. West Virginia Vipers ("WV Vipers")
7. Women's Hockey Team ("Mayhem")
8. Novice Skating, Open Public Skating, and other non-league users.
9. Other groups or programs which may be identified during the contract term.

Operator shall develop a schedule of use times that fairly meets the needs thereof to the extent reasonably practicable. Operator will also make available to the City, copies of its program and ice utilization calendars,

such that the City will have current scheduling information for the Ice Rink.

G. Operator will hire, supervise, direct and compensate such employees (full or part time) as Operator deems necessary to permit the professional operation of the ice rink hereunder, including but not limited to a rink manager. The rink manager shall not be a voting member of the Operator board of directors or any of its member organizations, and shall report to and be supervised by the entire board of directors. Said employees shall at all times be considered employees of Operator and not the City, which assumes no liability for or control over such employees. Operator may continue to have volunteers perform some rink operation functions. All Ice Rink employees and volunteers shall be subject to criminal background investigations to be conducted by Operator and shall be covered by worker's compensation insurance obtained by Operator.

6. RIGHT OF ACCESS AND INSPECTION; NOTICE. The City shall have access to the Ice Rink at all times including while Operator or other users are conducting programs at the Ice Rink for inspection of the premises or any other purpose. To the extent possible, the City will make every effort to provide advance notice of its intention to access and/or inspect the Ice Rink and will make every effort to avoid interruption of operations, functions and/or programs at the Ice Rink. Additionally, the City shall provide Operator with reasonable advance notice of all City-sponsored or-supported events at the Ice Rink, Fairgrounds Park or the

surrounding area which may effect rink operation, parking or other functions of the Ice Rink.

7. INDEMNIFICATION. Operator shall indemnify and hold the City harmless from any and all claims, actions, causes of action or damages which arise out of its operation, use and management of the Ice Rink pursuant to this Agreement.

8. ASSET INVENTORY. The City hereby grants Operator a license to use the personal property of the City currently located at the Rink and set forth on the attached Exhibit A (the "Inventory"). The Inventory shall be updated annually on or before June 30th, each year, with a complete copy of said updated Inventory to be provided to the City on or before July 10 each year.

9. REQUIREMENT OF TAX EXEMPT STATUS. The Operator has and shall maintain tax-exempt non-profit status. If the Operator takes any action which causes the tax exempt status of Operator to be questioned by the U.S. Treasury, or Comptroller of Maryland, or it Operator otherwise loses tax-exempt, non-profit status, either party may, upon sixty (60) days notice terminate this Agreement.

10. TERMINATION FOR BREACH. In addition to the City's rights contained elsewhere herein, should Operator be in breach of any of the terms of this Agreement, including but not limited to failure to make the payment of all operational expenses of the Ice Rink on a timely basis, and/or by the operation of the Ice Rink in an improper or unlawful manner, the City in its absolute discretion may terminate this Agreement upon sixty (60) days' written notice to Operator. In the event of termination of the Agreement, Operator shall ensure that upon vacating the premises, the Ice Rink is clean of all trash and debris and in the same

condition it was in at the beginning of the term of this Agreement, normal wear and tear excepted.

11. ANNUAL PERFORMANCE EVALUATION. The City of Hagerstown and Operator will meet annually to determine annual performance standards and evaluate Operator's prior year performance. Operator will be responsible to report on these performance standards annually to Mayor and City Council.

12. MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Maryland, without regard to its conflicts of laws principles. No alterations, amendments or additions to this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal the day and year first above written.

ATTEST TO CORPORATE SEAL:

CITY OF HAGERSTOWN, MARYLAND

_____
Donna K. Spickler, City Clerk

By:_____
William B. McIntire, Mayor

ATTEST TO CORPORATE SEAL:

THE HAGERSTOWN ICE AMATEUR ATHLETIC ASSOCIATION, INCORPORATED

_____
Secretary

By:_____
Paul Sweeney, President

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Electric Vehicle Institute (EVI) Charging Services Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
EVI_Electric_Vehicle_Second_Charging_Services_Agreement_Council_Packet.pdf	Electric Vehicle Institute Electric Vehicle Second Charging Services Agreement

CITY OF HAGERSTOWN, MARYLAND

Public Works Department
www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator

FROM: Eric B. Deike, Director of Public Works

DATE: July 9, 2025

RE: Electric Vehicle Institute
Electric Vehicle Second Charging Services Agreement

RECOMMENDATION

Staff recommends the Mayor and Council enter into an Electric Vehicle Second Charging Services Agreement with the Electric Vehicle Institute (EVI) to provide electric vehicle charging stations in the Central Parking Lot.

DISCUSSION

In August of 2020, the City entered into a charging agreement with EVI to provide electric vehicle charging stations in the Central Parking Lot. More specifically, four charging stations are located in the Elizabeth Hager Center's parking lot. The charging agreement expires in August of 2025.

Previous to the charging agreement, the City agreed to allow EVI to install 4 charging stations at their cost in the parking lot. City Light was instrumental in providing the electrical infrastructure. Initially, drivers were able to charge their vehicles for free but had to pay for parking. Eventually, this was changed to free parking, but the drivers had to purchase the electricity to charge their vehicles.

The City agrees to keep the area available for use by EVI customers 24 hours per day, 7 days per week, and 365/366 days per year. The City also pays for all the electricity to power the charging stations.

Per the Electric Vehicle Charging Station Grant Agreement entered on or about July 13, 2018, the City or EVI can vacate the contract with thirty (30) days' notice. The original grant agreement is not attached. The term of the new agreement is five (5) years.

FINANCIAL IMPACT

EVI customers pay for the use of the charging stations on a "pay-to-charge model." In other words, the customers pay for the time it takes to charge their vehicle. The fee is $2.50 per use plus a timed rate of $0.20 per minute. This is different than charging customers per kilowatt hour (kWh).

The City pays for all the electricity to the power the charging stations. Per Exhibit A, Paragraph 5, EVI shares a portion of the charging fees collected. The contract states; "Net revenue is the sum total of payments by EVI Customers collected through the point-of-sale system. The [City's] share of the net revenue shall be Fifty Percent (50%).

The following chart shows the comparison of electricity costs compared to the revenue generated through FY25:

Fiscal Year	Electricity Cost	Revenue Share
FY25	$10,385.87	$5,885.68
FY24	$4,876.54	$3,369.76
FY23	$3,208.18	$1,224.96
FY22	$2,772.25	$698.81
FY21	$3,633.39	$708.23
Total	$24,876.23	$11,887.44

The electricity costs exceed the revenue share by a margin of 2-to-1. The average annual cost to the parking system to provide this service is about $2,600 so far. Staff will continue to monitor the costs and revenue.

The installation of the electric vehicle charging stations was to provide a service to our parking customers that did not exist at that time. The charging stations encourages electric vehicle owners to visit and work downtown by alleviating "range anxiety" (the fear that an electric vehicle's battery will run out of power before reaching a charging station. It is essentially the equivalent of running out of gas).

CONCLUSION

Staff recommends the Mayor and Council enter into the Electric Vehicle Second Charging Services Agreement as provided. These are some of the few electric vehicle charging stations located within the City boundaries. The other 2 charging stations operated by the City are located in the Hub City Garage.

Att: Motion, Resolution, Agreement
Cc: Parking Staff (digital copy only)
Finance Staff (digital copy only)

REQUIRED MOTION

MAYOR AND CITY COUNCIL

HAGERSTOWN, MARYLAND

DATE: July 22, 2025

TOPIC: **APPROVAL OF A RESOLUTION: APPROVAL OF A SECOND ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT WITH THE ELECTRIC VEHICLE INSTITUTE**

Charter Amendment

Code Amendment

Ordinance

✓ Resolution

Other

MOTION: I hereby move for the Mayor and Council to approve a resolution to enter into a Second Electric Vehicle Charging Services Agreement with the Electric Vehicle Institute. The agreement is for the Electric Vehicle Institute to provide electric vehicle charging services through the deployment of four (4) EV Fast Charging Stations located at 14 North Potomac Street.

The length of the agreement shall be for a 5-year term beginning on or about August 20, 2025.

The City's share of the net revenue for the charging services shall be Fifty Percent (50%).

Date of Introduction:	July 22, 2025
Date of Passage:	July 22, 2025
Effective Date:	July 22, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A SECOND ELECTRIC VEHICLE CHARGING SERVICES AGREEMENT BETWEEN THE CITY OF HAGERSTOWN AND THE ELECTRIC VEHICLE INSTITUTE, INC.

RECITALS

WHEREAS, the City of Hagerstown, hereinafter referred to as "the City," desires to develop and formally adopt written policies which promote electric vehicle adoption and use and the reduction of dependency on petroleum as a transportation fuel and;

WHEREAS, the Electric Vehicle Institute, Inc., hereinafter "EVI," a Delaware corporation authorized to conduct business in Maryland and with an office in Baltimore, Maryland, is an electric vehicle supply equipment company which provides electric vehicle charging station development and installation;

WHEREAS, EVI wishes to promote electric vehicle usage and provide support of the City's electric vehicle infrastructure and initiatives by providing material, technical, labor support to provide a network of electric vehicle charging stations;

WHEREAS , EVI has received private and public grant funds and wishes to use said funds to support the City's infrastructure through the installation and maintenance of EVI Level 2 and Level 3 electric vehicle charging stations;

WHEREAS, the Parties entered into an Electric Vehicle Charging Station Grant Agreement on or about July 13, 2018 ("Grant Agreement") with the term of said Grant Agreement being for a period of five (5) years from completion of completion of the electric vehicle charging station deployment;

WHEREAS, deployment of four (4) EV Fast Charging Stations (the "Charging Stations") occurred on or about December 10, 2018 at the City's parking lot located at 14 North Potomac Street, Hagerstown, Maryland;

WHEREAS, the Grant Agreement provided that the Parties may enter into a separate, written agreement regarding transaction fees, revenue splits, etc. with respect to the Charging Stations;

WHEREAS, the Parties entered into a Charging Services or about August 26, 2020 ("First Agreement") with the term of said First Agreement being for a period of five (5) years or extended/terminated as set forth in the Grant Agreement;

WHEREAS, the Parties wish to enter into this Second Electric Vehicle Charging Services Agreement for the purpose of defining their respective rights and obligations with respect to transaction fees , revenue generated by the Charging Stations and related matters;

WHEREAS, attached hereto and incorporated herein is a Second Electric Vehicle Charging Services Agreement, with the term of said Second Agreement being for a period of five (5) years or extended/terminated as set forth in the Grant Agreement; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into this Second Electric Vehicle Charging Services Agreement, which has among its benefits the apportioning of the revenue generated by the Charging Stations and the promoting the goals of energy efficiency and conservation of the City.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Second Electric Vehicle Charging Services Agreement, a copy of which is attached hereto, and its Mayor and/or Staff may execute such other and further documents as are necessary to effectuate the same. If warranted, City Staff are explicitly authorized to update the pay-to-charge model, as set forth in Paragraph 2.c. of the Second Agreement.

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:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

ELECTRIC VEHICLE
SECOND CHARGING SERVICES AGREEMENT
(EVI Network)

Host: City of Hagerstown, Second Agreement Date: ____, 2025
a Maryland municipal corporation ("Host")

This Second Charging Services Agreement ("Second Agreement") is entered into as of the date set forth above by Host and ELECTRIC VEHICLE INSTITUTE, a Delaware corporation registered to conduct business in the State of Maryland ("EVI"). Capitalized terms not defined herein shall have the meanings given to them in the attached Terms & Conditions, attached as Exhibit A and incorporated by reference herein.

Whereas, the Parties entered into an Electric Vehicle Charging Station Grant Agreement on or about July 13, 2018 ("Grant Agreement") with the term of said Grant Agreement being for a period of five (5) years from completion of completion of the electric vehicle charging station deployment;

Whereas, deployment of four (4) EV Fast Charging Stations (the "Charging Stations") occurred on or about December 10, 2018;

Whereas, the Grant Agreement provided that the Parties may enter into a separate, written agreement regarding transaction fees, revenue splits, etc. with respect to the Charging Stations; and

Whereas, the Parties entered into a Charging Services or about August 26, 2020 ("First Agreement") with the term of said First Agreement being for a period of five (5) years or extended/terminated as set forth in the Grant Agreement;

Whereas the Parties are entering into this Second Agreement for the purpose of defining their respective rights and obligations with respect to transaction fees , revenue generated by the Charging Stations and related matters;

Whereas, upon the execution of this Second Agreement, the parties agree that the First Agreement shall be null and void and of no further effect, except as to any outstanding payment liabilities which EVI has to the Host; and

The Parties agree that the Recitals set forth above constitute a substantive portion of this Second Agreement.

A. Premises

Host Property located at:

- Central Parking Lot, 14 N Potomac Street, Hagerstown, MD 21740

The location(s) where the Charging Stations have been installed at the Host Property (the "Premises") is shown on the attached Exhibit B.

B. Charging Services

1. Term. The term of this Second Agreement (as extended from time to time, the "Term") shall commence on the Date set forth above, and continue for a period of five (5) years. The Second Agreement may be extended and/or terminated under the same terms as set forth in the Grant Agreement.

2. Charging Services. During the Term, EVI shall provide the following services (the "Charging Services"):

a. At EVI's sole cost and expense:
- Four (4) EV Fast Charging Stations ("DFCS") equipped with monitoring and point-of-sale system;
- DFCS point-of-sale system related setup and the payment method; and
- Related hardware, software, signage as well as supporting equipment and structures.

The foregoing is collectively referred to as the "Charging Stations."

b. EVI shall be responsible for the following services applicable to the Charging Stations: operation, monitoring, maintenance, networking and merchant services associated to the credit card payments collected by the point-of-sale system. EVI shall electronically report monthly utilization and transaction data to the Host on a quarterly basis via email. EVI shall be responsible for the credit card processing system and collection of revenue. EVI shall transfer Net Revenue to the Host on a quarterly basis in accordance with the Terms & Conditions.

c. The Charging Station(s) shall be available to EVI Customers as part of EVI's open network of EV charging stations. If the parties agree in writing, EVI may offer other payment methods (e.g., RFID membership cards, etc.) at additional fees to the Host. EVI Customers will pay for the use of the Charging Stations on a "pay-to-charge model." The initial pay-to-charge model shall be based on a time-based pricing model of flat fee of $2.50 per use, plus a timed rate of $0.20 per minute. The pay-to-charge model may be updated from time to time as reasonably necessary to reflect increases in the cost of electricity paid by Host over the cost of electricity paid by Host as of the Commencement Date. The pay-to-charge model may otherwise be updated from time to time as mutually determined by the Host and EVI, in writing. The Parties agree that said revisions may be authorized and effected at Staff level by the City

d. Subject to temporary access restrictions resulting from inclement weather, or from construction, maintenance, repair or renovation work within the Host Property, Host shall make the Premises available for use by EVI Customers twenty-four (24) hours per day, seven (7) days per week, and 365/366 days per year. EVI and its employees, contractors, and vendors may, at any time during the Term, access the Premises to maintain, inspect, repair, upgrade or replace any portion of the Charging Station(s).

3. Exclusivity. The Host hereby grants EVI an exclusive right to provide electric vehicle charging services and associated payment, networking and monitoring services at the Host Property during the Term hereof.

4. Electricity. The Host shall be responsible for providing electricity to the Charging Stations at Host's sole cost and expense (but subject to updates to the pay-to-charge model to account for increases in such costs and expenses), with such electricity delivered at a sufficient load to permit the ordinary operation of the Charging Stations. Unless otherwise agreed by the parties, EVI shall, at its sole expense, ensure that the Charging Station(s) are operational and monitored on a 24/7 basis. Neither Host nor EVI has any responsibility or liability for interruption, curtailment, failure, or defect in the supply or character of electrical utilities furnished to the Charging Station(s), unless such interruption is caused by the gross negligence or willful misconduct of the other party.

5. Removal Upon Termination. Promptly following the expiration or termination of this Second Agreement, EVI shall remove the Charging Stations and all of EVI's other property from the Host Property and restore the Host Property, all as set forth in the Grant Agreement.

C. Installation Activities

1. EVI shall retain all ownership rights in and of the Charging Stations.

D. Other Provisions. NONE.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

HOST:	EVI:
CITY OF HAGERSTOWN, a Maryland municipal corporation	ELECTRIC VEHICLE INSTITUTE, a Delaware corporation
By: _____	By: _____
Name: William B. McIntire	Name: Matthew Wade
Title: Mayor	Title: President
Notice Address:	Notice Address:
City of Hagerstown Attn: Eric Deike 1 East Franklin Street Hagerstown, MD 21740 Email: edeike@hagerstownmd.org	Electric Vehicle Institute Attn: President 1120 North Charles Street, Fourth Floor Baltimore, Maryland 21201 Email: wadem@ev-institute.com

With a courtesy copy to:

Jason Morton
Salvatore & Morton, LLC
20 West Washington Street
Suite 402
Hagerstown, MD 21740
Email: jmorton@salvatoremorton.com

Exhibit A

Terms & Conditions

See Attached

A. GENERAL

1) Premises. During the Term (as defined in the Second Agreement), Host grants to EVI a non-exclusive license to use and occupy the Premises for, as applicable, the design, development, construction, installation, and other activities set forth in the Second Agreement, including without limitation the installation, operation, maintenance, repair, security, replacement, and removal of Charging Stations, signage and associated equipment within the Premises. Host shall cause the Premises to be maintained in a clean, safe, and orderly condition, to at least the same standard as other parking areas at the Host Property that are under Host control are maintained. Unless otherwise specified in the Second Agreement, Host shall take reasonable measures to discourage and prevent anyone other than authorized EVI Customers (defined below) from parking in the Premises.

2) Charging Services. During the Term, EVI shall provide the Charging Services described in the Second Agreement. Charging Stations on EVI's open network shall be accessible to all customers ("EVI Customers"). Host will have access to the same customer support that EVI generally provides to EVI Customers, which includes phone support and attempted diagnosis of any technical issue encountered in using any Charging Station. The applicable customer support phone number shall be displayed on or near each Charging Station. EVI shall provide Host with an emergency contact number.

3) Operation and Maintenance. Subject to the terms and conditions of the Second Agreement, EVI will operate the Charging Stations for the benefit of EVI Customers and shall use commercially reasonable efforts to maintain the Charging Stations in good working order and repair. Host shall promptly notify EVI and, as appropriate, emergency response personnel regarding any malfunction of a Charging Station.

4) Taxes. EVI is solely responsible for any personal property taxes imposed on the Charging Stations. Host is solely responsible for any real property taxes imposed on the Host Property, including the Premises. Each party is responsible for its own income, franchise and similar taxes.

5) Calculation and Method of Payment. No later than the fifteenth (15th) day following the end of each calendar quarter, EVI shall make a payment to Host of the Host's share of the quarterly Net Revenue for such quarter by check or wire transfer or other electronic method mutually agreed upon by the Host and EVI. " "Net Revenue" is the sum total of payments by EVI Customers collected through the point-of-sale system. The Host's share of the Net Revenue shall be Fifty Per Cent (50%).

6) Termination. The Second Agreement may be terminated in accordance with the terms set forth in the Grant Agreement.

7) Promotional Activities. During the Term of the Second Agreement, EVI may promote the availability of the Charging Stations through traditional and/or electronic media, including providing the address of the Host Property and a description thereof. No party shall use the other party's trade or service marks, logos or other proprietary materials without the prior consent of the other party.

8) Signage. Subject to Host's prior approval, which shall not be unreasonably delayed or withheld, EVI may place EVI-branded signage within the Premises. Additionally, subject to Host's prior approval, at Host's sole and absolute discretion, EVI may place EVI-branded signage outside the Premises and within the Host Property. All of EVI's signage shall be installed and maintained in good order and condition at EVI's sole cost and in compliance with applicable laws and regulations. EVI shall, immediately upon removing any of EVI's signage, restore the Host Property upon which such signage was placed to the condition that existed immediately prior to the placement of such signage. At no time may Host place any signage on the Charging Stations or any EVI property, except for "Electric Vehicle Charging Only in this Space," or words to that effect.

9)

B. REPRESENTATIONS, WARRANTIES & COVENANTS

1) General. Both Host and EVI hereby represents and warrants to the other that, as of the date of the Second Agreement : (a) it has all necessary power and authority to execute, deliver, and perform its obligations hereunder; (b) the execution, delivery, and performance of the Second Agreement have been duly authorized by all necessary action and do not violate any of the terms or conditions of its governing documents, any contract to which it is a party, or any law, regulation, order, or other legal determination applicable to it; (c) there is no pending or, to its knowledge, threatened litigation or proceeding that may adversely affect its ability to perform the Second Agreement; (d) it is duly organized and validly existing under the laws of the jurisdiction of its organization and is authorized to conduct business in the State of Maryland; (e) the Second Agreement constitutes a legal, valid and binding obligation of such party, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting creditors' rights and by general principles of equity; and (f) at all times during the Term, it will comply with all federal, state, and local laws, rules, regulations (including, without limitation, all zoning ordinances and building codes) in performing its obligations under the Second Agreement.

C. INSURANCE

1) EVI Insurance. During the Term, EVI shall maintain in full force and effect, at its cost and expense, the following coverages and amounts of insurance: (i) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (Including death), personal injury, and property damage, with limits of not less than $500,000 per occurrence, $1,000,000 aggregate; and (ii) $500,000 in excess liability coverage per occurrence, which coverage shall sit

excess of the scheduled underlying General Liability policies with exclusions that are no more broad that those contained in the underlying policies. With respect to EVI's Commercial General Liability Insurance, Host shall be included as an additional insured with respect to liability arising out of EVI's performance under the Second Agreement. EVI shall consider its own insurance primary, and shall not seek contribution from similar insurance being maintained by the Host as to the acts or omissions of EVI.

2) Host Insurance. During the Term, Host shall maintain in full force and effect, at its cost and expense: (i) full replacement cost Property Insurance (written on an "all-risk/special perils" basis) for (1) the Host Property and all improvements thereon (but excluding any EVI property); and (2) all personal property and trade fixtures owned by Host located at the Host Property; and (ii) Commercial General Liability Insurance, written on an occurrence basis, covering bodily injury (including death), personal injury, and property damage, with limits of not less than $500,000 per occurrence, $1,000,000 aggregate.

3) Policy Requirements. From time to time upon request, each party shall provide the other with a certificate of insurance, evidencing the required coverages.

4) Casualty and Condemnation. If any portion of the Host Property is damaged by fire or other casualty in a manner that materially adversely affects EVI's use of the Premises, then either party may, within thirty (30) days of the date of such fire or other casualty elect to terminate the Second Agreement on written notice to the other party. If any portion of the Host Property is condemned or taken in any manner for a public or quasi-public use that materially adversely affects EVI's use of the Premises, then either party may elect to terminate the Second Agreement effective as of the date title to the condemned portion of the Host Property is transferred to the condemning authority.

D. INDEMNITY

1) Indemnification. Subject to Section D(2) hereof, each party shall indemnify and hold harmless the other party and its Related Parties from and against all claims, demands, causes of action, liabilities, costs, damages, losses, penalties, fines, judgments or expenses, including reasonable attorneys' fees and costs of collection (collectively, "Losses") that arise out of or result from (i) any willful misconduct or gross negligence of such party or its Related Parties, (ii) any breach by such party of its obligations, representations or warranties under the Second Agreement; and (iii) in the case of EVI, the use of the Premises by EVI or its Related Parties, except to the extent arising out of or resulting from any willful misconduct or gross negligence of Host or its Related Parties. Nothing in the Second Agreement shall be construed to require Host to indemnify EVI or insure EVI for its negligence or to assume any liability for EVI's negligence.

2) Limitation of Liability. In no event shall either party be liable (in contract or in tort, including negligence and strict liability) to such other party or its Related Parties for any special, indirect or consequential damages relating to the Second Agreement. The entire liability of each party for any and all damages of any kind arising from or relating to the Second Agreement will be subject in all cases to an affirmative obligation on the part of the other party to mitigate its damages.

E. MISCELLANEOUS

1) Notice. Any notice provided or permitted to be given under the Agreement must be in writing and be served either by (i) deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested, or (ii) deposit with an internationally recognized overnight delivery carrier, with notice of delivery to the recipient party. Notice given by registered or certified mail or overnight carrier shall be deemed delivered and effective on the date of delivery shown on the return receipt or proof of receipt. For purposes of notice the addresses of the parties shall be as set forth in the Second Agreement. Each party may change its address for notice by giving notice thereof to the other party.

2) Assignment. Neither party may assign its rights and/or obligations under the Second Agreement, without the written consent of the other, said consent not to be unreasonably withheld. The Second Agreement is binding on and inures to the benefit of the parties and their respective heirs, successors, assigns, and personal representatives. In the event the Premises is transferred, or Host ceases to have the requisite level of control over the Premises necessary to fulfill its obligations under the Second Agreement (each, a "Transfer Event"), Host shall assign its rights and obligations under the Second Agreement to the person or entity which would be able to comply with Host's obligations following such Transfer Event.

3) No Agency Relationship. Nothing in the Second Agreement shall be deemed or construed to create a joint venture, partnership, fiduciary, or agency relationship between the parties for any purpose, and the employees of one party shall not be deemed to be the employees of the other party. Except as otherwise stated in the Second Agreement, neither party has any right to act on behalf of the other, nor represent that it has such right or authority.

4) Conflict; Severability. In any conflict between the Second Agreement and these Terms & Conditions, the Second Agreement shall control. If any term of the Second Agreement is held by any court of competent jurisdiction to be invalid, such invalidity shall not invalidate the remainder of the Second Agreement and the Second Agreement shall be construed and deemed reformed to the extent necessary to render valid such

term and the rights and obligation of the parties shall be enforced accordingly.

5) Survival. The provisions of Sections), D, and E(6) shall survive termination of the Second Agreement.

6) Governing Law; Waiver of Jury Trial. The Second Agreement shall be governed by and interpreted in accordance with the internal laws of the Maryland, without regard to its conflicts of laws principles. The parties hereby waive any and all rights to request or require that a jury determine any fact, matter, dispute or litigation between them, or render any judgment or decision, in any way concerning the Second Agreement, and agree that any and all litigation between them arising from or in connection with the Second Agreement shall be determined by a judge sitting without a jury. Venue in the event of any dispute shall be in the District Court of Maryland of Washington County or the Circuit for Washington County, Maryland.

7) No Waiver. The failure of a party to insist on strict performance of any provision of the Second Agreement does not constitute a waiver of or estoppel against asserting the right to require performance in the future and a waiver or estoppel given in any one instance does not constitute the same with respect to a later obligation or breach.

8) Remedies. The rights and remedies provided by the Second Agreement are cumulative, and the use of any right or remedy by any party does not preclude or waive its right to use any or all other remedies. These rights and remedies are given in addition to any other rights a party may have under any applicable law, in equity or otherwise.

9) Force Majeure; Change in Law. Neither party is responsible for any delay or failure in performance of any part of the Second Agreement to the extent that delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, act or omission of carriers or other similar causes beyond the party's control. If any rule, directive, order, decision or law adversely impacts the ability for Host to perform its obligations under the Second Agreement or for EVI to perform its obligations under the Second Agreement without becoming licensed or otherwise regulated by a public utility commission or analogous agency in the relevant jurisdiction, then the party so adversely impacted may, at its option, immediately suspend performance under the Second Agreement and/or terminate the Second Agreement upon notice to the other party and without penalty.

10) Attorneys' Fees. If either party institutes a suit against the other for violation of or to enforce any covenant, term or condition of the Second Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including, without limitation, reasonable attorneys' fees.

11) No Third-Party Beneficiaries. The Second Agreement does not confer any rights or remedies on any person other than the parties and their respective successors and permitted assigns.

12) Integration; Amendments. The Second Agreement contains all Agreements, promises and understandings between the parties, and that there are no verbal or oral Agreements, promises or understandings between the parties. Any amendment, modification or other change to the Second Agreement shall be ineffective unless made in a writing signed by the parties hereto.

13) Counterparts. The Second Agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. The Agreement may be executed and distributed by facsimile or electronically by pdf and a copy of the Agreement executed and distributed by facsimile or electronically by .pdf shall be deemed an original for all purposes.

14) Construction. All documents or items attached to, or referred to in, the Second Agreement are incorporated into the Second Agreement as fully as if stated within the body of the Second Agreement. Each party has cooperated in the drafting, negotiation and preparation of the Agreement and nothing herein shall be construed against either party on the basis of that party being the drafter of such language.

15) Non-Discrimination. EVI shall comply and shall require that all subcontractors comply with the provisions of the Local Ordinances.

Exhibit B

Premises

See Attached

Detailed Depiction of Premises and General Area of Premises Within Host Property:

Central Parking Lot, 14 N Potomac Street, Hagerstown, MD 21740
Four (4) EV Charging Stations



REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of Resolution: Approval of State of Maryland MEDAAF Conditional Loan - NewCold

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
072225_RS_MEDAAF.pdf	Approval of Resolution: Approval of State of Maryland MEDAAF Condition Loan - NewCold Reading LLC

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: July 22, 2025

TOPIC: **Approval of a Resolution: Approval of State of Maryland MEDAAF Conditional Loan – NewCold Reading LLC**

Charter Amendment	__
Code Amendment	__
Ordinance	__
Resolution	X_
Other	__

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing local support of the Maryland Economic Assistance Authority Fund, or Advantage Maryland, between the State of Maryland Department of Commerce and NewCold Reading LLC.

NewCold Reading LLC plans to operate a cold storage warehouse facility located at 45 W Oak Ridge, Hagerstown, MD and invest at least $275,000,000 and create approximately 125 full-time jobs.

No city funding is necessary for the execution of the conditional loan between the State of Maryland and NewCold Reading LLC.

DATE OF INTRODUCTION:	07/22/2025
DATE OF PASSAGE:	07/22/2025
EFFECTIVE DATE:	07/22/2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION SUPPORTING THE NEWCOLD READING, LLC WAREHOUSING AND DISTRIBUTION PROJECT AND ASSOCIATED MEDAAF LOAN FROM THE MARYLAND DEPARTMENT OF COMMERCE

RECITALS

WHEREAS, NewCold Reading, LLC plans to construct a 400,000 square foot warehouse facility for its cold storage and distribution at 45 West Oak Ridge Drive in Hagerstown; and

WHEREAS, the Maryland Department of Commerce proposes to make a $1,000,000.00 conditional loan to NewCold Reading, LLC for eligible project costs; and

WHEREAS, this loan is subject to approval of the City, to be evidenced by a resolution in support of the project and the loan; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to support this project and this loan;

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown supports this project and this loan.

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:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Hagerstown
PLANNING & ECONOMIC DEVELOPMENT

TO: Scott Nicewarner, City Administrator

FROM: Doug Reaser, Economic Development Manager

DATE: July 8, 2025

RE: Review of Resolution to Approval of State of Maryland MEDAAF conditional loan - NewCold

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At the July 15, 2025 Work Session, staff will review a request to approve a resolution to support the Maryland Economic Assistance Authority Fund (MEDAAF), also referred to as the Advantage Maryland loan for NewCold.

The State of Maryland Department of Commerce under the Maryland Economic Development Assistance Authority Fund, has agreed to conditionally loan NewCold Reading LLC., or an entity acceptable to the Department to the amount of $1,000,000 from the Maryland Economic Development Assistance Authority Fund (MEDAAF).

Staff is seeking approval of a resolution to accept the State of Maryland's MEDAAF conditional loan funding and flow from the State directly to the Company. The MEDAAF Loan proceeds will be used by the Company to build a facility at the former Review and Herald site located at 45 W Oak Ridge, Hagerstown, Washington County, where the Company will operate a cold storage distribution center. Total costs associated with the Project are estimated to be at least $275,000,000 for construction of the facility, improvements, and machinery and equipment. The company intends to create approximately 125 new permanent full-time employees at the Project Site by December 31, 2027.

The program generally requires a 10% match from the local jurisdiction the business will be operating in and be a party to a conditional loan. However, Maryland Commerce is recognizing the 3/25/2025 Approval of Wastewater Deduct Meter exemption of service charges provided by the City as the matching portion for the project.

There will be no financial commitment needed from the City and the City will not be a party of the conditional loan between the State and New Cold.

Attachments: Draft Resolution, Draft Motion

c: Jill Thompson, Director of Planning & Economic Development
Michelle Hepburn, Chief Financial Officer

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Revised Subrecipient Grant Agreements for Main Street Startup Grant Program.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
072225_RS_ProjectRestore_CS.pdf	Approval of a Resolution: Revised Subrecipient Grant Agreements for Main Street Startup Grant Program

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: July 22, 2025

TOPIC: **Approval of a Resolution: Revised Subrecipient Grant Agreements for Main Street Startup Grant Program**

Charter Amendment	__
Code Amendment	__
Ordinance	__
Resolution	X_
Other	__

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a revised subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to prior and future applicants and recipients, including those identified on the attached Resolution with the award amounts shown.

The subrecipient agreement for each will follow the attached template. Staff are authorized to make edits to the Subrecipient Agreements as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the program. The deadline for each remains 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

Any prior Subrecipient Grant Agreements signed under the Main Street Startup Grant Program shall be null and void upon execution of the revised Agreements.

DATE OF INTRODUCTION:	07/22/2025
DATE OF PASSAGE:	07/22/2025
EFFECTIVE DATE:	07/22/2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF SUBRECIPIENT GRANT AGREEMENTS FOR THE SUPPORT OF ELIGIBLE PROGRAMS BETWEEN THE CITY OF HAGERSTOWN AND VARIOUS NEW AND EXPANDING FOR-PROFIT ENTITIES ENUMERATED HEREIN

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. SLFRF and ARPA are hereinafter collectively referred to as the Programs; and

WHEREAS, the CITY has received a grant in the amount of $300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree 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 BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of "Negative Economic Impacts: Assistance to Small Businesses," and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

(1) Business: The Dog House Cafe, LLC – Up to $35,946
    a. Building Owner: JR Investments LLC

(2) Business: 96 Royal Beans & Cream, LLC – Up to $50,000
    a. Building Owner: Ares Investment Group, LLC

(3) Business: Next Chapter Café & Bookshop – Up to $50,000
    a. Building Owner: Noel Realty Holdings, LLC

(4) Business: Motherland Kitchen, LLC – Up to $34,329
    a. Building Owner: BCO Management Company LLC

(5) Business: Hagerstown Vintage, LLC – Up to $9,000
    a. Building Owner: Wareham Building LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

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

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) 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 each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient (and/or to the Property Owner) 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, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs, between the City and each Subrecipient to pass through funds for Project activities by Subrecipient;

WHEREAS, the execution of the SUBRECIPIENT GRANT AGREEMENTS SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT entered into by these parties and pertaining to the same subject matter; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the aforementioned Subrecipient Grant Agreements, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs.

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 aforegoing 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, as may be amended as necessitated by any requirements of the State of Maryland or U.S. Federal Government for the Programs, with the above-named eligible subrecipients, using the attached template, 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:_____

William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: July 3, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

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At the July 8, 2025 Work Session, staff will bring a revised version of the templated Main Street Startup Grant Subrecipient Agreement for consideration by the Mayor and City Council.

The original template was included in various prior award approvals on 11/19/24, 1/28/25, and 4/22/25, and has since been updated to reflect feedback received from the State's Department of Housing and Community Development (DHCD). Key revisions include removing the landlord as a party to the Agreement, clarification on Hold Harmless language, and additional confirmation of property address within the document.

Staff seek approval to move forward with executing the revised subrecipient agreements for all past and future approved applicants and recipients.

Attachments:

1. Required Motion
2. Required Resolution
3. Awardee Subrecipient Agreement Template

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Planning & Economic Development

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN AND
_____, SUBRECIPIENT

This Agreement is entered into as of this _____ day of _____**, 2025** by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), and _____ (“herein called “SUBRECIPIENT” or “BUSINESS” or “SUBGRANTEE”). The SURECIPIENT and the CITY are sometimes hereinafter referred to collectively as the “PARTIES.”

WHEREAS, the CITY has received a grant in the amount of $300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipient in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

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 BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing;

WHEREAS, the BUSINESS owns vacant property or intends to operate a business at a vacant property located within the City limits at _____, Hagerstown, Maryland;

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, the BUSINESS 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 BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds; and

WHEREAS, the execution of this SUBRECIPIENT GRANT AGREEMENT SHALL supersede and render null and void any prior SUBRECIPIENT GRANT AGREEMENT entered into by these parties and pertaining to the same subject matter.

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

1. GRANT APPROVAL
   The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE
   The Subrecipient shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

   A. Business Rental Assistance paid directly to a Property Owner within the City Limits of Hagerstown, Maryland, with a commitment from the business to occupy the space for a minimum of one (1) year.
   B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET
   The City shall disburse the Subrecipient or directly to the Property Owner its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

   The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

   Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. 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 City may require a more detailed budget breakdown, and the Subrecipient shall provide such supplementary budget 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 the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage 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. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipient by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

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 OF HAGERSTOWN	SUBRECIPIENT/BUSINESS OWNER
Christopher Siemerling	_____
Economic Development Specialist	Title -
City of Hagerstown	**BUSINESS**
14 N. Potomac Street, Suite 200A	_____
Address	Address
Hagerstown, Maryland 21740	_____
City, State and Zip	City, State and Zip
Telephone: 301-739-8577 ext. 822	Telephone: _____
Email: csiemerling@hagerstownmd.org	Email: _____

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, as the Subrecipient are 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.

Sub-grantee shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of CITY OF HAGERSTOWN'S rights or obligations under this Agreement.

D. Workers' Compensation

The Subrecipient shall 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. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit C, attached hereto and incorporated herein.

F. Funding Source Recognition

The Subrecipient shall insure recognition of the roles of the City in providing services through this Agreement. All improvements 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. Except as set forth in any duly executed amendment, 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 statues, 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

4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

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 Uniform Guidance Procurement Standards, 2 CFR 200, 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 shall 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 project budget and expenditures for eligible activities;
   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 first quarterly report 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. Data
   The Subrecipient shall maintain records of ARPA-eligible activities and expenditures, which shall also 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, subject to the Maryland Public Information Act, 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 shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds, including program income.

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. Subrecipient 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

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement 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. Quarterly reports shall be submitted in accordance with the following reporting schedule:

Quarter End Date	**Subrecipient Due Date**
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipient agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C.§1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. 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.

B. 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.

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

1. 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.

a. 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.

b. 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.

D. 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.

E. 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.

11. 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.

12. 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.

13. 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.

THE MAYOR AND CITY COUNCIL OF HAGERSTOWN	BUSINESS OWNER/SUBRECIPIENT
By: Christopher Siemerling	By: _____
_____	_____
Title: Economic Development Specialist	Title: _____
Date: _____	Date: _____

EXHIBIT A

GRANT PROGRAM GUIDELINES & APPLICATION FORM

Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of $50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
  - Applicant/Project Need,
  - Viability of Business Plan/Business Experience & Capacity,
  - Economic Impact of the Project,
  - Proximity to Public Square,
  - Renovation Budget,
  - Square Feet Being Leased,
  - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A $10,000 grant would require a match of at least $10,000 for a total project cost of $20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to $50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

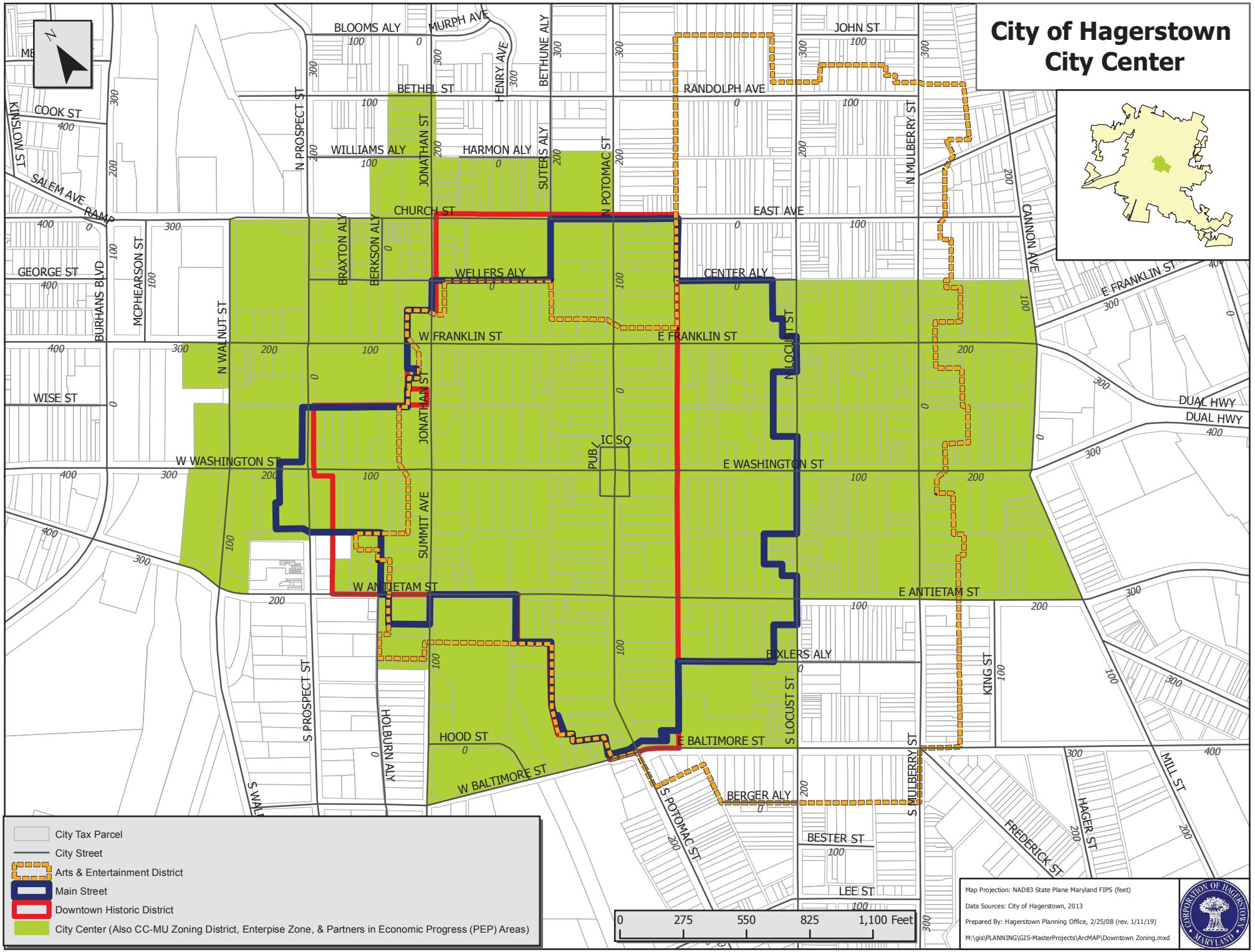
- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dced@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

Please direct questions to:

Department of Community & Economic Development
City of Hagerstown
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: **dced@hagerstownmd.org**


City of Hagerstown
City Center
BLOOMS ALY
MURPH AVE
HENRY AVE
BETHUNE ALY
JOHN ST
BETHEL ST
RANDOLPH AVE
N PROSPECT ST
JONATHAN ST
SUTERS ALY
N POTOMAC ST
N MULBERRY ST
COOK ST
KINSLOW ST
WILLIAMS ALY
HARMON ALY
SALEM AVE RAMP
CHURCH ST
EAST AVE
CANNON AVE
BRAXTON ALY
BERKSON ALY
GEORGE ST
BURHANS BLVD
MCPHEARSON ST
WELLERS ALY
CENTER ALY
E FRANKLIN ST
N WALNUT ST
W FRANKLIN ST
N LOCUST ST
WISE ST
DUAL HWY
PUBLIC SQ
W WASHINGTON ST
E WASHINGTON ST
SUMMIT AVE
W ANTIETAM ST
E ANTIETAM ST
BOXLERS ALY
KING ST
S PROSPECT ST
HOLBURN ALY
S LOCUST ST
HOOD ST
E BALTIMORE ST
W BALTIMORE ST
S MULBERRY ST
MILL ST
BERGER ALY
S POTOMAC ST
HAGER ST
FREDERICK ST
BESTER ST
LEE ST
City Tax Parcel
City Street
Arts & Entertainment District
Main Street
Downtown Historic District
City Center (Also CC-MU Zoning District, Enterpise Zone, & Partners in Economic Progress (PEP) Areas)
0 275 550 825 1,100 Feet
Map Projection: NAD83 State Plane Maryland FIPS (feet)
Data Sources: City of Hagerstown, 2013
Prepared By: Hagerstown Planning Office, 2/25/08 (rev. 1/11/19)
M:\gis\PLANNING\GIS-MasterProjects\ArcMAP\Downtown Zoning.mxd
CORPORATION OF HAGERSTOWN MARYLAND

MAIN STREET STARTUP GRANT
Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: $_____

Grant Request Amount (Max $50,000): $_____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)
Vacant Since _____(month/year)

Terms of Lease:

Lease Start Date: _____Number of years: _____

How many new jobs will be created within 2 years of the project's completion? ____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	**Total**	**Business Owner**	**Grant Funding**
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
  - Description of the Project including renovations, improvements, and upgrades to existing facilities;
  - Description of planned occupancy; and
  - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
  - Information on the team completing the project, including:
    - Business Owner(s)
    - Property Owner(s)
    - Architects
    - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

_____ _____

Applicant's Signature *Date*

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dced@hagerstownmd.org

EXHIBIT B

GRANT APPROVAL

Main Street Startup Grant Program

Exhibit B
Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval
Company
Property Address: Address
Grant Amount: Up to $add
Rental Assistance Grant Component: $add
Business Improvement Grant Component: $add
Minimum Required Match: Up to $add
Total Business Improvement Grant and Minimum Required Match: Up to $add
(Submitted receipts must total at least this amount.)
Total Project Costs: $add
Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement
Approval Status: [X] Planned
Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement
Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement
Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. The applicant must complete the Scope of Work identified in the application and may change contractors/vendors for the same scope of work. Any change in Scope of Work requires review and approval by the Review Committee.
3. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
4. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
5. A project will have an Approval Status of "Planned". The date on all receipts submitted must be after the "Receipt Date" shown above.
6. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
7. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
9. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required

inspection approvals and that the receipts requirement has been met.

10. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.
11. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
13. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.

Vendor Application

Phone 301-739-8577 Fax 301-733-1205 Date:_____

Vendor Information

Employer Identification #/SSN# _____ Contractor's License #:_____

Individual Taxpayer Indentification Number (ITIN) _____
(only if you are a Permanent Resident Alien without a Social Security Account No.)

Individual or Company Name: _____

Legal Name: _____
(If different from above Individual/Company Name)

Address:_____

City:_____ State: _____ Zip:_____

Contact Name: _____ Phone: ( ) _____ Fax:_____

E-Mail Address: _____ Web Address: _____

Remit to Address: _____

Terms:_____

Legal Structure

□ Sole Proprietor Independent □ Incorporated □ Limited Liability Company/ Partnership □ Non-Profit □ Other_____

Are you or have you been an employee of the City of Hagerstown? □ Yes □ No

References-Provide References of Companies to Whom You Have Supplied Your Goods and/or Services

Company Name:_____ Telephone No.:_____

Location:_____ Value $:_____

Company Name:_____ Telephone No.:_____

Location:_____ Value $:_____

☐ Minority Business Enterprise? (If so, please indicate the applicable criteria for your certification as such.)

□ Alaskan/Aleut Female	□ Black Male	□ Hispanic Female
□ Alaskan/Aleut Male	□ Disabled Female	□ Hispanic Male
□ American Indian Female	□ Disabled Male	□ Near Eastern Female
□ American Indian Male	□ Far Eastern Female	□ Near Eastern Male
□ Black Female	□ Far Eastern Male	□ White Female

** **Informational purposes only**

For Purchasing & Materials Management Division Use Only

Date Received	Date Entered	Entered by	Vendor Number

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

WORKERS' COMPENSATION COMMISSION

SOLE PROPRIETOR'S STATUS AS A COVERED EMPLOYEE FORM

I hereby represent to the Maryland Workers' Compensation Commission, that I am a sole proprietor doing business in and about the State of Maryland, and that on the date set forth below my signature and under the penalty of perjury, the following checked box represents my status as a covered employee.

Check all that apply:

☐ I have elected to become a covered employee under Section § 9-227 of the Labor and Employment Article, and have submitted the requisite Inclusion form (IC-15R) with the Workers' Compensation Commission.

☐ I have not elected to become a covered employee under Section § 9-227 of the Labor and Employment Article.

☐ I HAVE NO EMPLOYEES.
I understand that if I were to hire an employee(s), I must obtain workers compensation insurance for the employee(s).

Name of Sole Proprietor: _____

Social Security Number or Federal
Employer Identification Number (FEIN) _____

Address: _____
Street

_____ _____ _____
City State ZIP Code

I AFFIRM UNDER THE PENALTY OF PERJURY THAT THE FOREGOING INFORMATION IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF FOR THE FOLLOWING PERIOD:

_____ **THROUGH** _____ .
(Effective date) **(Expiration date)**

_____ _____
Signature Date

Note: No investigation or hearing was conducted by the Workers' Compensation Commission to verify this representation, but as it was made under the penalty of perjury, it is accepted as being true and correct on the date set forth below. This representation is not binding on the Workers' Compensation Commission under any circumstance. A copy of this form must be filed with the Commission.

10 East Baltimore Street · Baltimore, Maryland 21202-1641
410-864-5100 · Email: info@wcc.state.md.us · Web: http://www.wcc.state.md.us

EXHIBIT C

CERTIFICATE OF INSURANCE

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Monthly Speed Camera Contract

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_and_Resolution_-_Monthly_Speed_Camera_Charges.pdf	Motion and Resolution - Monthly Speed Camera Contract
Speed_Camera_Contract_Renewals.pdf	Memo and Resolutions - Speed Camera Contract Renewals
Calvert_Co_AUTOMATED_SPEED_ENFORCEMENT_SYSTEM_-_ALTUMINT_-_EXPIRES_8-31-2029.pdf	Calvert County Contract

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Approval of a Resolution: Monthly Speed Camera Contract**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	X
Other	_____

MOTION: I hereby move for the Mayor and Council approval of a resolution to renew the speed camera contract with Altumint for a period of 1 year commencing on June 1, 2025 and terminating on May 31, 2026 with an option to be extended for up to three (3) additional one-year periods.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: July 22, 2025
EFFECTIVE DATE: July 22, 2025

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF AN AGREEMENT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING AN AUTOMATED SPEED ENFORCEMENT SYSTEM

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint were parties to Collections Agreement dated April 23, 2025 ("Collections Agreement");

WHEREAS, the Agreement and Collections Agreement both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new ASE Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, the new ASE Agreement contains, among others, the following provisions: it is cost-neutral, meaning that it is completely paid for by the fees paid by the violators and can be terminated if the City determines that it is in the City's best interests or if funds to operate the ASE System are no longer available or have been exhausted;

WHEREAS, attached hereto and incorporated herein is a new ASE Agreement between the City and Altumint for the continued operation and other support relating to the ASE System in the City.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the ASE Agreement between the City and Altumint, a copy of which is attached hereto, and 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

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 ("the City") and Altumint, Inc. , a Maryland corporation, with its principal place of business located at4600 Forbes Boulevard, Suite 203, Lanham, Maryland 20706 (the "Contractor").

RECITALS

WHEREAS, in or about 2024, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM, with a due date of May 3, 2024; and

WHEREAS, after completing its formal purchasing process, on or about June 28, 2024, Calvert County awarded the contract for an automated speed enforcement system to Contractor and entered into a contract with Contractor for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Notice to Contractors Request for Proposal RFP Number – Purch 2024-049; (2) Price Proposal; (3) General Terms and Conditions; (4) Specifications; (5) Non-Collusion Certificate; (6) Anti-Bribery Affirmation and Affidavit of Qualification to Bid; (7) Questions and Answers/Clarification No. 1; (8) Questions and Answers/Clarification No. 2; (9) Addendum No. 1; (10) Contractor's Technical Proposal ; and (11) Agreement between Calvert County and Contractor dated June 28, 2024; and

WHEREAS, the Calvert County Contract provides that Contractor will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system for the City; and

WHEREAS, Contractor has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about April 23, 2025, the City and the Contractor entered into an Extension of Agreement for speed camera enforcement, the terms of which the parties desire to terminate, contemporaneously with the effective date of this Agreement, except as to the remaining obligations set forth in Paragraph 17, below.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Recitals Incorporated. The above Recitals are incorporated into this Agreement as operative provisions hereof.

2. Services Provided. Contractor shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof, *below*.

Contractor agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

3. Fees. The City hereby agrees to pay Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the following sums:

FOR EACH AUTOMATED SPEED ENFORCEMENT

SYSTEM THAT IS IN OPERATION: $3,499.00 per month

For up to twelve (12) speed enforcement systems. **Until such time as all of the City's speed enforcement systems have been upgraded to the new system, fees shall remain at $2800 per speed enforcement system**. Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Contractor shall also:

- Mail of up to three (3) notices per violation (including late notices):
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown, Maryland, 1 East Franklin Street, Hagerstown, Maryland 21740. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described in the Calvert County Contract .

4. Term. The term of this contract shall be for a period of one (1) year commencing at 12:00 a.m. June 1, 2025 ("the Effective Date") and terminating at 11:59 p.m. on May 31, 2026. At the option of either party, the term of this Agreement may be extended for up to three (3) additional one-year periods under the same terms and conditions set forth herein. If a party desires not to extend this Agreement, it shall so advise the other party not less than ninety (90) days prior to the end of the initial term of this Agreement or any subsequent term. Notwithstanding any other provisions of this Paragraph 4, the City shall have the right to terminate the Agreement if it determines that doing so is in the best interests of the City (as set forth in the Calvert County Contract) or if funds are no longer available or have been exhausted (as set forth in the Calvert County Contract.)

5. Contract Documents. The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

(1) **All documents comprising the Calvert County Contract, Exhibit A hereto; and**

(2) Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto.

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City's Chief of Police or his designee. Contractor represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced. Contractor further agrees to perform the Services in accordance with Maryland law, and that no late fees shall be assessed to any violators.

6. Conflict between documents. In the event of a conflict between this Contract and any of the Calvert County Contract documents, the terms of this Contract shall prevail.

7. Ethics. The person executing this Agreement on behalf of the Contractor certifies that he understands and shall abide by the provisions of the City Charter and the City's Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

8. Notices. This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or (c) by electronic mail or (d) by U.S. mail, postage prepaid, certified mail return receipt requested, addressed as follows, unless otherwise directed by a City or Contractor:

To the City:
Scott A. Nicewarner
City Administrator
The City of Hagerstown
One East Franklin Street
Hagerstown, Maryland 21740
snicewarner@Hagerstownmd.org
FAX: 301/790-3424

With a copy to:
Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com
FAX: 301/797-6065

To Contractor:
Altumint, Inc.
Attn: Mr. Michael Phelan
Manager of Strategic Accounts
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

9. Doing Business in Maryland. Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

10. Record Retention, Audits and Inspections. The Contractor shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Contractor shall permit the City to have access to any and records, including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

11. Insurance. Contractor shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

12. Liquidated damages. Contractor shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Contractor shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

12. Refunds. N/A.

13. Radar Maintenance. The Contractor shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the Contractor, and written documentation will be sent to the City. This laboratory will not change unless the City is notified in writing.

14. Warranties. Contractor represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

15. **Severability**. If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

16. **Speed Camera Enforcement dated April 23, 2025**. The parties agree that upon the Effective Date of this Agreement, the Extension of Agreement dated April 23, 2025 between the parties shall

be of no further force and effect; however, the City shall pay any fees due to Contractor due as of the Effective Date of this Agreement. In addition, the City shall receive any payments due to it under the Extension of Agreementas of the Effective Date.

17. **Governing Law**. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commended exclusively in the state courts in Washington County, State of Maryland.

18. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

ATTEST:

_____

ALTUMINT, INC.

BY: _____
Michael Phelan

_____
Director of Strategic Accounts
Address:
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

ATTEST:

_____
Donna Spickler, City Clerk

CITY OF HAGERSTOWN

BY: _____
Name: William B. McIntire
Title: Mayor

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Re: Renewal of Contract - Monthly Speed Camera Charges

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract with Altumint for the purpose of providing an automated speed enforcement system at a cost of $3,499 per month for up to twelve (12) speed enforcement systems.

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Re: Renewal of Contract - Monthly Speed Camera Collections Services

---

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract to approve the execution and delivery of a contract with Altumint for the purpose of providing collections services relating to the City's Automated Speed Enforcement System.

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF AN AGREEMENT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING AN AUTOMATED SPEED ENFORCEMENT SYSTEM

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint were parties to Collections Agreement dated April 23, 2025 ("Collections Agreement");

WHEREAS, the Agreement and Collections Agreement both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new ASE Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, the new ASE Agreement contains, among others, the following provisions: it is cost-neutral, meaning that it is completely paid for by the fees paid by the violators and can be terminated if the City determines that it is in the City's best interests or if funds to operate the ASE System are no longer available or have been exhausted;

WHEREAS, attached hereto and incorporated herein is a new ASE Agreement between the City and Altumint for the continued operation and other support relating to the ASE System in the City.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the ASE Agreement between the City and Altumint, a copy of which is attached hereto, and 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:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 ("the City") and Altumint, Inc. , a Maryland corporation, with its principal place of business located at4600 Forbes Boulevard, Suite 203, Lanham, Maryland 20706 (the "Contractor").

RECITALS

WHEREAS, in or about 2024, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM, with a due date of May 3, 2024; and

WHEREAS, after completing its formal purchasing process, on or about June 28, 2024, Calvert County awarded the contract for an automated speed enforcement system to Contractor and entered into a contract with Contractor for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Notice to Contractors Request for Proposal RFP Number – Purch 2024-049; (2) Price Proposal; (3) General Terms and Conditions; (4) Specifications; (5) Non-Collusion Certificate; (6) Anti-Bribery Affirmation and Affidavit of Qualification to Bid; (7) Questions and Answers/Clarification No. 1; (8) Questions and Answers/Clarification No. 2; (9) Addendum No. 1; (10) Contractor's Technical Proposal ; and (11) Agreement between Calvert County and Contractor dated June 28, 2024; and

WHEREAS, the Calvert County Contract provides that Contractor will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system for the City; and

WHEREAS, Contractor has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about April 23, 2025, the City and the Contractor entered into an Extension of Agreement for speed camera enforcement, the terms of which the parties desire to terminate, contemporaneously with the effective date of this Agreement, except as to the remaining obligations set forth in Paragraph 17, below.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Recitals Incorporated. The above Recitals are incorporated into this Agreement as operative provisions hereof.

2. Services Provided. Contractor shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof, *below*.

Contractor agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

3. Fees. The City hereby agrees to pay Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the following sums:

FOR EACH AUTOMATED SPEED ENFORCEMENT SYSTEM THAT IS IN OPERATION: $3,499.00 per month

For up to twelve (12) speed enforcement systems. **Until such time as all of the City's speed enforcement systems have been upgraded to the new system, fees shall remain at $2800 per speed enforcement system**. Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Contractor shall also:

- Mail of up to three (3) notices per violation (including late notices):
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown, Maryland, 1 East Franklin Street, Hagerstown, Maryland 21740. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described in the Calvert County Contract .

4. Term. The term of this contract shall be for a period of one (1) year commencing at 12:00 a.m. June 1, 2025 ("the Effective Date") and terminating at 11:59 p.m. on May 31, 2026. At the option of either party, the term of this Agreement may be extended for up to three (3) additional one-year periods under the same terms and conditions set forth herein. If a party desires not to extend this Agreement, it shall so advise the other party not less than ninety (90) days prior to the end of the initial term of this Agreement or any subsequent term. Notwithstanding any other provisions of this Paragraph 4, the City shall have the right to terminate the Agreement if it determines that doing so is in the best interests of the City (as set forth in the Calvert County Contract) or if funds are no longer available or have been exhausted (as set forth in the Calvert County Contract.)

5. Contract Documents. The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

(1) **All documents comprising the Calvert County Contract, Exhibit A hereto; and**

(2) Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto.

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City's Chief of Police or his designee. Contractor represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced. Contractor further agrees to perform the Services in accordance with Maryland law, and that no late fees shall be assessed to any violators.

6. Conflict between documents. In the event of a conflict between this Contract and any of the Calvert County Contract documents, the terms of this Contract shall prevail.

7. Ethics. The person executing this Agreement on behalf of the Contractor certifies that he understands and shall abide by the provisions of the City Charter and the City's Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

8. Notices. This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or (c) by electronic mail or (d) by U.S. mail, postage prepaid, certified mail return receipt requested, addressed as follows, unless otherwise directed by a City or Contractor:

To the City:
Scott A. Nicewarner
City Administrator
The City of Hagerstown
One East Franklin Street
Hagerstown, Maryland 21740
snicewarner@Hagerstownmd.org
FAX: 301/790-3424

With a copy to:
Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com
FAX: 301/797-6065

To Contractor:
Altumint, Inc.
Attn: Mr. Michael Phelan
Manager of Strategic Accounts
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

9. Doing Business in Maryland. Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

10. Record Retention, Audits and Inspections. The Contractor shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Contractor shall permit the City to have access to any and records, including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

11. Insurance. Contractor shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

12. Liquidated damages. Contractor shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Contractor shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

12. Refunds. N/A.

13. Radar Maintenance. The Contractor shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the Contractor, and written documentation will be sent to the City. This laboratory will not change unless the City is notified in writing.

14. Warranties. Contractor represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

15. Severability. If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

16. Speed Camera Enforcement dated April 23, 2025. The parties agree that upon the Effective Date of this Agreement, the Extension of Agreement dated April 23, 2025 between the parties shall

be of no further force and effect; however, the City shall pay any fees due to Contractor due as of the Effective Date of this Agreement. In addition, the City shall receive any payments due to it under the Extension of Agreementas of the Effective Date.

17. Governing Law. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commended exclusively in the state courts in Washington County, State of Maryland.

18. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

ATTEST:

_____

ALTUMINT, INC.

BY: _____
Michael Phelan

_____
Director of Strategic Accounts
Address:
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

ATTEST:

_____
Donna Spickler, City Clerk

CITY OF HAGERSTOWN

BY: _____
Name: William B. McIntire
Title: Mayor

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF A CONTRACT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING COLLECTIONS SERVICES RELATING TO THE CITY'S AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint are parties to Collections Contract dated April 23, 2025 ("Collections Contract");

WHEREAS, the Agreement and Collections Contract both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, attached hereto and incorporated herein is a Contract for Collection Services as to Delinquent Accounts between the City and Altumint. The Contract for Collection Services as to Delinquent Accounts is effective for a one-year period beginning on June 1, 2025 and ending on May 31, 2026, and shall terminate contemporaneously with the ASE Contract between the parties.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Contract for Collection Services as to Delinquent Accounts between the City and Altumint, a copy of which is attached hereto, and 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

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQENT ACCOUNTS

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this _____ day of _____, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
C. For payments received by either party as to any delinquent accounts:
    a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
    b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.

B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

IV. PROCEDURE AND REFUNDS

A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.

B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.

C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.	CITY OF HAGERSTOWN, MARYLAND
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)

REQUEST FOR PROPOSAL

BOARD OF COUNTY COMMISSIONERS

OF CALVERT COUNTY

PRINCE FREDERICK, MARYLAND 20678

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

PROCUREMENT OFFICE
129 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE/TIME: Friday, May 3, 2024 by 2:00 p.m. (Local Prevailing Time)

PRE-BID MEETING: None

FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE APRIL 24, 2024 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT Charlotte.DeStephano@calvertcountymd.gov.

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NOTICE TO CONTRACTORS

Sealed proposals shall be due on or before Friday, May 3, 2024 by 2:00 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

A pre-bid meeting will not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in ***two (2)*** **SEALED ENVELOPES:** one envelope shall contain one (1) original and one (1) copy of the Contractor's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and one (1) copy of the Contractor's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Contractor to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Contractor's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

The Contractor may submit their sealed proposals as follows so they will be received in the office designated below no later than the exact time set for receipt of proposals:

1. Ship through UPS, Federal Express, or hand delivery to:

   CALVERT COUNTY GOVERNMENT
   PROCUREMENT OFFICE
   129 MAIN STREET
   PRINCE FREDERICK, MARYLAND 20678

2. Ship through the United States Postal Service (USPS) to:

   CALVERT COUNTY GOVERNMENT
   PROCUREMENT OFFICE
   COURTHOUSE, 175 MAIN STREET
   PRINCE FREDERICK, MARYLAND 20678

NOTE: *The United States Postal Service does not deliver to the 129 Main Street address, Prince Frederick, Maryland 20678.*

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery.

Where proposals are sent by any method to Calvert County Government's Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so that bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in this RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in this RFP on the first work day on which normal Calvert County Government processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed and shall remain in a locked box or a safe. If an RFP is cancelled, proposals shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to employees of Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at https://emma.maryland.gov prior to submitting their proposal.

Changes to the RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 160 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the Project. The Contractor is prohibited from using Calvert County Government's tax exempt number for any purchases.

Contractors are warned against unbalancing their price proposal as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all proposals as its interests may require.

Contractors shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov. Unauthorized contact with

other Calvert County Government staff regarding this RFP may result in the disqualification of the Contractor. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. ***Final written questions shall be due on or before Wednesday, April 24, 2024 by 2:30 p.m. (Local Prevailing Time).*** It shall be the responsibility of all Contractors to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of proposals. The submission of a proposal shall indicate the Contractors thoroughly understands the terms of all Contract Documents.

Changes to the Information for Contractors or Technical Specifications and all documentation relating to this RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

The submission of a bid on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State, and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work or persons engaged or employed in the work or the materials and equipment used in the work.

Contractor shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

a. Price Proposal

b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
   - Contractor's Technical Proposal
   - Name and Signature Requirements of Proposal and Contract
   - Non-Collusion Certificate
   - Anti-Bribery Affirmation Affidavit of Qualification to Respond
   - Addenda Issued
   - Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website at https://www.calvertcountymd.gov/3178/FY-2024-Bid-Results.

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REVISED – ADDENDUM NO. 1

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide AUTOMATED SPEED ENFORCEMENT SYSTEM, as specified in this RFP, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

OPTION #1 - WITH LEASE FEES					
BASE BID					
ITEM #	**DESCRIPTION**	**UNIT OF MEASURE**	**UNIT PRICE**	**QUANTITY**	**TOTAL BID**
1	Automated System Lease Fee	per Month/ per Unit	$ 3,499	12	$ 41,988

ADDITIONAL FEES CHARGED TO THE COUNTY ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	**DESCRIPTION (Provide a complete description**	**UNIT OF MEASURE**	**UNIT PRICE**
1	Lookup fee (beyond 250 lookups pooled/camera/ month or 3,000 lookups for 12 cameras)	Per registration lookup	$ 12
2			$

ADDITIONAL FEES CHARGED TO THE CITIZEN ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	**DESCRIPTION (Provide a complete description**	**UNIT OF MEASURE**	**UNIT PRICE**
1	Convenience fee for online or customer service payment	Per transaction	$ 4.95
2			$

Verify math calculations. In the event of errors in computation, unit price shall be the determining factor for the total.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: B24E71A0407B45B... DATE: 5/2/2024

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ADDITION – ADDENDUM NO. 1

OPTION #2 – NO LEASE FEES CHARGED			
BASE BID FEES CHARGED			
ITEM #	**DESCRIPTION**	**UNIT OF MEASURE**	**UNIT PRICE**
1	~~Lookup fee (beyond 250 lookups pooled/camera/ month or 3,000 lookups for 12 cameras)~~ HC **Redacted - pricing does not reflect description.**	~~Per registration lookup~~	~~$ 12~~
2	5/6/2024		$
3			$
4			$
5			$
6			$
7			$
8			$

The Contractor may submit with their price proposal any history of objective data supporting the historical results of pricing structure offered.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: B24E71A9407B459... DATE: 5/2/2024

DocuSign Envelope ID: 1B3FEC03-F414-4F7B-ACAF-D94CBC0D2783

ADDITION – ADDENDUM NO. 1

The Contractor may submit pricing on one or both options. Calvert County Government reserves the right to award based on Option #1 or Option #2 to the highest evaluated proposer taking price into consideration.

Calvert County Government will not accept any conditions requiring upfront fees or deposits.

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) business days after such notice.

No Contractor may withdraw his proposal within 160 calendar days after the opening thereof.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this Request for Proposal and agrees to provide these services at the rates submitted on their proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the Request for Proposal and understand it.

The time for performance of this contract shall begin from the Notice to Proceed or otherwise directed by Calvert County Government.

By signing and submitting a proposal, your firm acknowledges and agrees it has read and understands the Request for Proposal documents and agrees to the Contract Terms and Conditions as contained herein.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: B2AE71A9407B458... DATE: 5/2/2024

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.
A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The Contractor's signature shall conform to the following:

> All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME Altumint, Inc.	TELEPHONE NUMBER 888.332.8528
PRINCIPAL OFFICE ADDRESS 4600 Forbes Blvd Suite 203, Lanham, MD 20706	FAX NUMBER 301.577.3979
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS info@altumint.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Holly Cooper, Chief Executive Officer	
SIGNATURE OF ABOVE PERSON Cooper	DATE April 24, 2024
WITNESS Dianne Poggi Jones	DATE 4-24-2024

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract, or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean firms responding to this RFP with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Office Division Chief or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Sheriff, Calvert County Sheriff's Office, shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person or persons whom the Director has designated to supervise performance of this Contract on behalf of the Board within the scope of duties entrusted under such delegation of authority.

Whenever the Contract Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence, and Notice to Contractors, lowest precedence):

Change Orders
Addenda
Federal, State, and/or County Requirements
General Conditions of Bid and Contract
Specifications
Proposal
Contract
Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts and submitted in sealed envelope as required under Notice to Contractors.

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply shall be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Contractor's primary proposal is the most responsive responsible proposal.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the RFP, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make, or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor, in writing, and submitted with the formal technical proposal. Calvert County Government reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Contractor shall, by virtue of submitting a proposal, guarantee that the Contractor has not been a party with other Contractors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the most responsible bidder(s), subject to its right to reject any or all bids, Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder(s)", in addition to considering price, Calvert County Government shall consider:

1. The ability, capacity, and skill of the bidder(s) to perform the Contract or provide the services required;

2. Whether the bidder(s) can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;

3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder(s);

4. The quality of performance of previous contracts or services;

5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;

6. Whether the bidder(s) is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and

7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County

Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental) except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.

3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

4. The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each subcontractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

1. Certificate Holder, Additional Insured, and Contract Information

   a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

      Board of County Commissioners of Calvert County, Maryland
      Attention: Procurement Office
      Courthouse, 175 Main Street
      Prince Frederick, Maryland 20678

b. The certificate shall also indicate the contract name and number.

c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Board of County Commissioners of Calvert County, Maryland shall be named as additional insured as pertains to general liability and automobile liability.

d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than $1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to $2,000,000.00 aggregate.

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than $1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used in conjunction with this Contract on behalf of the Contractor.

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than $1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the Contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Professional Liability

During the life of this Contract, the Consultant shall procure and maintain professional liability insurance coverage in the amount of one million ($1,000,000.00) dollars, with a

minimum coverage of one million ($1,000,000.00) dollars per occurrence and one million ($1,000,000.00) dollars aggregate.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of Calvert County Government.

If the Contractor desires to assign their right to payment of the Contract, the Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Contractor from their obligations or change the terms of the Contract.

SUBCONTRACTING

No subcontracting shall be permitted. Subcontracting under this Contract shall be cause for termination of contract.

TERMINATION OF CONTRACT

Calvert County Government may terminate a Contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by Calvert County Government. In the event Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a Contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty (30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

1. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents, the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.

2. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:

    A. If the Contractor becomes insolvent.

    B. If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.

C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.

D. In the event the Contractor fails to commence work in accordance with the specifications of this RFP.

E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.

F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms, or conditions contained within the Contract Documents.

G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.

H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.

I. If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the Project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoice. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. Calvert County Government shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.

2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed.

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, *et seq.* of the *Courts and Judicial Proceedings Article,* do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

PUBLICITY

Except without the prior written approval of the Board, the Contractor shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

SPECIFICATIONS

1. INTRODUCTION

Calvert County Government is requesting Technical and Price Proposals from qualified companies (hereinafter, "Contractor") to establish a contract to provide all labor, materials, equipment, supervision, service, and incidental items necessary to install, test, and maintain an automated speed enforcement (hereinafter, "ASE") system.

The Contractor shall be responsible for the professional quality, technical accuracy, and timely completion of the services required. The Contractor shall perform such professional services as may be necessary to accomplish the work required under this Contract.

Calvert County Government reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this Request for Proposal, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between Calvert County Government and the Contractor selected.

It is intended the specifications and terms in this document shall become part of a Contract with the Contractor. The Contractor shall provide high-quality professionals with considerable knowledge in this field and shall perform the work in accordance with these specifications, as well as the standards and procedures established by the State of Maryland.

All services shall be performed in accordance with generally accepted standards of professional practice and in accordance with all applicable Federal, State, and local codes and regulations.

Failure on the part of Calvert County Government to specifically name an activity does not relieve the Contractor of the responsibility to deliver a complete product in accordance with the standards of acceptable and responsible practice.

2. SCOPE OF WORK

The Contractor shall provide a complete turnkey ASE system. The scope of work shall be to establish minimum services and specific conditions the Contractor shall provide in order to fulfill Calvert County Government's objectives. The Contractor shall be required to provide the services as specified in this RFP and shall agree to provide the maximum degree of support to Calvert County Government in providing services and in achieving implementation in a timely manner. Accordingly, the Contractor shall promptly respond to requests from Calvert County Government.

A. The Contractor shall:

1) Furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including but may not be limited to supply, delivery, installation, all necessary signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system fully compliant with State and Local Laws. Calvert County Government shall not incur any cost nor furnish any materials or labor for the installation, implementation, or continued use of any ASE system.

2) Conduct independent calibration upon initial installation and annually thereafter.

3) Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence. Any written correspondence or documents received from citizens regarding issued citations or Court requests shall be made available and viewable by Calvert County Government.

4) Provide a robust, fully web-enabled, and fully secure citation processing system including data processing, initial screening of data, prompt delivery of data to Calvert County Government for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

5) Process all traffic citations and prepare evidence packages for court.

6) Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns that shall be available to citizens for support Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. The customer support center shall have a live representative available who is knowledgeable and able to assist with matters such as, but may not be limited to, citations, payments, hearing dates, or other such issues.

7) Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and Calvert County Government. Contractor shall be diligent in following up with all entities involved in any approval or installation process to ensure that authorizations are proceeding in a timely manner.

8) Conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).

9) Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system at no cost and as frequently as needed due to changes in staffing assignments.

10) Be responsible for ensuring that both the ASE system and any web-based system for event review or payment acceptance is operating properly on a continuous basis.

11) Document any problems and fully remedy any problems within seventy-two (72) hours, including weekends and holidays. Provide Calvert County Government with notifications and updates when any ASE system has become inoperable during enforcement periods or when any web-based support system is not functioning.

12) Provide a reasonable compensation resolution when equipment problems cannot be remedied within seventy-two (72) hours, causing Calvert County Government to be unable to enforce an ASE system during authorized enforcement periods.

13) Provide a secure web-based system for event review.

14) Provide a secure web-based system for citation tracking that maintains the complete citation history and is able to be audited.

15) Provide a secure payment processing system to accept payments by mail, telephone, or via the web.

16) Post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.

17) Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings. When necessary and with proper notice, the Contractor shall provide a qualified expert representative to attend and provide Court testimony for initial citation hearings, at the Contractor's expense.

18) Conduct work to provide the least possible interference to the activities of Calvert County Government personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

19) Provide fixed site leased camera systems that can be easily relocated to other established enforcement site locations.

20) Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within ten (10) calendar days as requested by Calvert County Government.

21) Provide all installation and relocations at no cost to Calvert County Government.

22) Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland. Contractor shall remain familiar with all current and any updates to Federal and State laws and regulations governing the use of speed monitoring systems, so as to ensure Calvert County Government's continued compliance while utilizing Contractor's services.

23) Ensure Calvert County Government has the final say on location(s) to place equipment.

24) Provide data necessary for the submission of any required reporting in a timely manner and assist Calvert County Government in the production of said reporting requirements.

25) Agree that this ASE program shall remain cost neutral to Calvert County Government.

    a. Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.

b. During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.

c. During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.

B. Calvert County Government and the Contractor shall establish business rules for the operation of this ASE program in accordance with Local, State, and Federal laws and regulations.

C. Base Equipment

1) The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime – fair weather: (2) daytime – rain and snow; (3) nighttime – fair weather; and (4) night time – rain and snow. Systems should use a combination of high- resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

2) All camera system component operations shall be synchronized to a single, standard, independent, external, and verifiable time and date source.

3) The system shall imprint violation information on the image at the point-of-capture. Information specific to the violation shall include, but shall not be limited to: location, date, vehicle speed, and elapse time between images.

4) The camera system shall be modular in construction to facilitate rapid installation and maintenance.

5) The camera system may utilize battery, solar energy, or may require a dedicated power source to provide power to the system dependent upon the site location needs and at the discretion of Calvert County Government. Any system utilizing solar energy shall be adequately equipped in such a manner so as to provide continuous operation even in the event of adverse weather.

6) The camera system shall generate secure violation evidence that can be communicated and processed using Contractor's supplies or operated photo enforcement processing systems.

7) The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

8) Camera system shall be capable of accurately measuring speeds, detecting speed limit violations, and photographing incidents.

9) The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic. Equipment shall be capable of detecting simultaneous and consecutive violations with great accuracy so as to capture all vehicles travelling on roadway in excess of defined speeds and will be able to successfully submit those violations for approval review without being hindered by the volume of traffic or the proximity of violating vehicles to each other while travelling.

10) Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light.

11) In order to minimize operator error, cameras shall be automated as much as possible with regard to set up, i.e., aperture settings, focusing, leveling, etc.

12) The camera system shall be secure from vandalism or tampering.

13) The camera system enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Typical maintenance procedures shall be explained in technical proposal.

14) The Contractor shall provide a video component in conjunction with the digital camera system for verification purposes. The video shall attach a verification video segment to each speed limit violation and video component shall record continuously and be accessible for live view streaming. Video shall have date and time stamps that accurately reflect when recordings took place. Video component shall allow customizable segments to be saved. Each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for a minimum of thirty (30) calendar days.

15) The Contractor shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. The Contractor shall explain in their technical submittal what program or system the Contractor uses to confirm the ongoing accuracy of the speed measurements.

16) All ASE field equipment shall be installed in Calvert County's rights-of-ways with no encroachments onto private property. Calvert County Government reserves the right to expand on roadways with State rights-of-ways as permitting allows.

17) At the conclusion of a contract term, upon termination of contract, or at any point that removal of equipment is necessary, the Contractor shall remove their equipment from enforcement sites in a manner that does not permanently disrupt or damage the grounds or other property in the vicinity of site.

18) System shall be capable of documenting daily self-tests and maintaining those daily function logs for review and inclusion with court packages.

19) System shall be capable of allowing Calvert County Government to immediately suspend enforcement at specified units for desired time periods independently of

other ASE systems continuing with enforcement and to also allow Calvert County Government to immediately resume enforcement on any units that have been temporarily suspended.

20) The equipment shall provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.

21) Camera unit housing shall have the following features:

a. Sealed to be weather, dust, water, and spray resistant;

b. Securely lockable;

c. Vandal and tamperproof; and

d. All glass openings must be bullet resistant.

D. Confidentiality

Information obtained regarding citizens shall be confidential and no information shall be disseminated unless required under the terms of the Contract. Calvert County Government or its designee shall have access to all records.

3. CHANGES, ALTERATIONS, OR MODIFICATIONS IN SCOPE OF WORK

The scope of the Contract shall not be changed without prior approval in writing by Calvert County Government.

Calvert County Government shall have the right, at its discretion, to change, alter, or modify the services provided for in this Contract and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor. Such changes, alteration, or modification to the services provided for in this Contract shall be made by written change orders to the purchase order(s) of this Contract, if necessary.

Any such change, alteration, or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Contractor(s) shall be processed by a written change order and is effective only when the change order to the purchase order is issued.

4. DEFECTIVE WORK

The performance of services or Calvert County Government's acceptance of required reports shall not relieve the Contractor from the obligation to correct any defective work, whether previously or subsequently noted, and all incomplete, inaccurate, or defective work shall be remedied by the Contractor on demand and at no cost to Calvert County Government. Defective work may be defined as, but may not be limited to, such matters as erroneous reports and incorrectly assembled reports, publications, etc. which is caused by error or omission by the Contractor.

5. DISPOSITION OF DOCUMENTS

The Contractor agrees that all data including, but not limited to, reports, tables, computer files, and other material prepared by the Contractor under the terms of this Contract, and at any time during the term of the Contract, shall become the sole and absolute property of Calvert County Government. All such material shall be returned to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall, within fourteen (14) calendar days of Calvert County

Government's request, deliver to Calvert County Government all requested material(s) prepared by the Contractor in connection with the Contract. Calvert County Government shall have the right to use same without restrictions or limitations and without compensation to the Contractor.

The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all the Contractor's obligations under the Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the Contract shall be the property of Calvert County Government; however, the Contractor may retain file copies that cannot be used without the prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified when the Contractor is not the firm of record.

6. PERSONNEL

A. The Contractor represents they have or shall secure, at their own expense, all necessary personnel required to perform services under this Contract. Such personnel shall not be employees or have any contractual relationship with agencies providing funds under this Contract.

B. The Contractor shall ensure sufficient manpower shall be available to perform the services required under this Contract. Calvert County Government reserves the right to require the Contractor to dedicate additional manpower, if the work is falling behind schedule. Calvert County Government also reserves the right to require the replacement of any personnel under this Contract for any reason.

C. Contractor shall identify key personnel who will be involved with implementation and execution of contract. Those key positions relative to this Contract should include but are not limited to personnel responsible for: overall account management, day to day support, on site installation, field work and equipment maintenance, customer support center, and financial and accounting management. The personnel assigned by the Contractor for this Contract shall be approved by Calvert County Government and shall remain on the Contract for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Contractor, the following shall be required:

1) Written notice shall be given to Calvert County Government at least two (2) weeks in advance, requesting a change in key personnel explaining why the change is necessary. Arbitrary rescheduling of personnel shall not meet the approval of Calvert County Government.

2) At a minimum, substitute personnel shall meet the qualifications required herein. The Contractor shall submit a resume of prior experience and training for review and approval. Repeated requests of this nature may be cause for Calvert County Government to terminate the Contract.

3) Personnel changes shall not be cause for increase of contract pricing.

D. Should the Contractor remove or attempt to replace personnel without prior written approval by Calvert County Government, Calvert County Government may terminate the Contract. The Contractor shall be liable to Calvert County Government for any costs to provide additional services either by Calvert County Government staff or

others. Such costs shall be reimbursed to Calvert County Government by the Contractor or deducted from the Contractor's fees.

E. Calvert County Government reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time without explanation or recourse.

7. AUDIT

A. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance under this Contract and any Federal, State, or Local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures and practices. Calvert County Government shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying. The Contractor shall provide proper facilities for such access and inspection.

B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph A. above.

Where the audit concerns the Contractor, the auditing agency shall afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the pertinent written comments, if any, of the audited parties.

C. Records under paragraph A. above shall be maintained and made available during performance under this Contract and until three (3) years from the date of final completion of the Contract. In addition, those records relating to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim, or exception.

8. PAYMENT

The Contractor hereby agrees to undertake the services required under this Contract at the contract pricing as set forth in the Contractor's response to this RFP.

Calvert County Government directed adjustments in direction or emphasis of the work effort for the Contract shall not be considered adequate justification for cost renegotiation provided such adjustments do not constitute a change in the general scope of the Contract.

Calvert County Government and the Contractor shall establish a payment processing system for the operation of the program for Calvert County Government to receive payment of collected citation fees less the monthly lease fee per month.

NO SERVICE SHALL BEGIN until notification by a Calvert County Government's Procurement Officer or the appropriate Project Manager or duly authorized representative to proceed.

Repeated incidents of late service performances and/or unnecessary delays shall be construed as noncompliance with the terms and conditions of the Contract and the Contractor shall be in default of the Contract. Default of contract shall result in penalties of damages incurred or grounds for termination of the Contract.

The Project Manager may authorize a waiver of late performance of service penalty upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty shall be at the sole discretion of the Project Manager. In event of dispute or defective work, Calvert County Government reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

9. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control which is reasonably necessary to the performance of the service required under the Contract.

10. CALVERT COUNTY FURNISHED DATA

All information, data, reports, and records, as are existing and identified by the Contractor, available to Calvert County Government without significant cost, and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by Calvert County Government, and Calvert County Government shall cooperate with the Contractor in every way possible providing, however, that the needs of the Contractor for such support are made known to Calvert County Government.

Calvert County Government shall not provide clerical assistance to the Contractor for this Contract and Calvert County Government personnel shall not be asked to undertake work for the Contractor.

11. DATA RELEASE

The Contractor shall not release information or any reports or other material pertaining to this Contract without the prior express written consent of Calvert County Government except to comply with appropriate state and federal requirements; and in such instances shall consult with Calvert County Government prior to so doing. Further, materials approved for release by the Contractor shall be distributed for profit.

The type and quantity of data to be provided by the Contractor as the product of this effort is defined in the incorporated proposal, and Calvert County Government reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so.

The Contractor may publish information pertaining only to its service under this Contract but shall not release copies of its documentation or final reports to any other parties without the prior written approval of Calvert County Government.

12. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP. Promotional brochures containing general company information are not requested and shall not be included. Calvert County Government is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the services for Calvert County Government in conformity with the requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Contractor and staff to be assigned to this Contract. No subcontracting shall be permitted. No assumptions shall be made on the part of the Contractor as to the prior knowledge of a Contractor's abilities.

It shall also specify an approach meeting the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

2) Each proposal shall contain the following information:

a. Transmittal Letter/Abstract

A brief transmittal letter/abstract, signed by an officer authorized to bind the Contractor to their proposal, which shall provide a summary overview of the Contractor's proposal.

b. Executive Summary

(1) Description of organization's background and experience in providing the required services to include size of the company, structure, area of expertise, number of years in business, other data to characterize the Contractor.

(2) List of main office, office that will manage the Project, and any local office(s) and resources.

(3) Overview of proposed services.

c. Personnel Expertise and Experience

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

(1) Specify the number and nature of full-time and part-time employees to be employed under the Contract.

(2) Identify key personnel who will handle services for Calvert County Government in accordance with the requirements herein. Shall

include names, job titles, and brief description of the work experience of the technical personnel who will perform the work.

(3) Submit biographies or resumes for all key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

d. Project Experience

Demonstrate knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

e. Equipment, Web-Based Components, Services and Reporting Information

(1) Provide detailed description and documentation on the proposed equipment to be used under this Contract. Include description and documentation for web-based components and reporting.
   a. Meet all technology requirements.
   b. Address maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations.

(2) Provide documentation that all requirements related to scope of work concerning program needs and services are able to be fulfilled.

f. Payments and Recordkeeping

Provide a description of how the Contractor ensures payment and recordkeeping accuracy.

g. Project Approach, Work Plan, and Management

Provide a description of project approach, work plan, and management for this Contract.

3) Each proposal shall contain the following items.

a. Independence

The Contractor shall provide an affirmative statement that it is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Contractor shall also provide an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

The Contractor shall also list and describe their professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Contractor shall give Calvert County Government written notice of any professional relationships entered into during the period of this Contract.

b. If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Contractor shall be noted.

c. Fully completed and executed Name and Signature Requirements of Bid and Contract Form, Anti-Bribery Affirmation and Affidavit of Qualification to Bid, and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided. **NO MODIFICATIONS SHOULD BE MADE TO ANY FORM CONTAINED IN THIS RFP, I.E., HEADERS, FOOTERS, ETC.**

d. References. At least three (3) references of similar size and scope completed for other entities. Indicate location and length of service for each account.

Reference shall include the business name, dates, and deliverables, for whom the project was completed, contact name, address, telephone number, and email address.

e. Additional Information. This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.

f. If a corporation, certification that the Contractor is in good standing with the SDAT and that corporate charter has not been revoked or forfeited.

g. Identification of Anticipated Potential Problems

The proposal shall identify and describe any potential problems, the Contractor's approach to resolving problems, and any special assistance which may be requested from Calvert County Government.

The Contractor shall give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under Md. Ann. Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

1) The Contractor shall fill out the Price Proposal form contained herein for the monthly automated lease fee as well as additional fees charged the citizen or Calvert County Government associated with processing citations, if any.

2) Pricing shall include all costs, including but not be limited to, training, certification, supervision, office support, fringe benefits, travel, profit, incidentals, and out-of-pocket costs necessary.

3) No other expenses or fees beyond those specifically identified in this RFP are eligible for payment.

4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 160 calendar days to provide Calvert County Government the services as set forth herein.

D. PROPOSAL CONDITIONS

1) Price proposals accompanying technical submittals shall be determined to be unacceptable to Calvert County Government and shall be returned to the Contractor.

2) Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.

3) Proposals shall not be altered or amended by the Contractor after they are opened.

13. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee. No member of the Evaluation Committee shall be from an agency or organization submitting a proposal.

During the evaluation process, the Evaluation Committee and Calvert County Government reserve the right, where it may serve Calvert County Government's best interest, to request additional information or clarifications from Contractors.

B. EVALUATION CRITERIA

Proposals shall be evaluated using the minimum criteria set forth in this RFP. Contractors meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications and price. The following represent the principal selection criteria which will be considered during the evaluation process.

1) Technical Factors

a. Mandatory Elements

(1) The Contractor is independent as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards.

(2) The Contractor is in good standing with SDAT or has the ability to establish prior to any potential award.

(3) The Contractor has no conflict of interest with regard to any other work performed for Calvert County Government.

(4) The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal including submission of all required forms contained in this RFP.

(5) Provided References.

b. Technical Qualifications of Contractor

(1) Background and experience in providing the required service and experience to include size, structure, area of expertise, number of years in business, and other data to characterize the Contractor.

(2) List of main office, office that will manage the Project, and any local office(s) and resources.

(3) Overview of proposed services and staffing.

c. Personnel Expertise and Experience

(1) Organization's personnel expertise, experience, and available manpower to meet requirements for providing the services requested.

a) Number and nature of full-time and part-time employees to be employed under the Contract.

b) Personnel who will handle services for Calvert County Government in accordance with requirements. Included names, job titles, and brief description of work experience of technical personnel who will perform the work.

c) Biographies and resumes of key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

d. Project Experience

Demonstration of knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

e. Equipment, Web-Based Components, Services and Reporting Information

(1) Adequacy of equipment, maintenance, web-based components, and reporting to be used under this Contract.

a. All technology requirements are met.

b. Maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations detailed.

(2) Ability to meet all requirements related to scope of work concerning program needs and services.

f. Payments and Recordkeeping

Adequacy of how the Contractor ensures payment and recordkeeping accuracy.

g. Project Approach, Work Plan, and Management

Adequacy of project approach, work plan, and management for this Contract.

2) Price

The Price Proposal, lease fees or fee(s) to be charged to citizens, is an integral part of the RFP and shall be considered during the selection process.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between Calvert County Government and the Contractor. Calvert County Government reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of Calvert County Government. Calvert County Government reserves the right not to hold discussion after award of the Contract.

If a Contractor has not paid all taxes owed to either Calvert County Government or a municipal corporation in Calvert County, Maryland or the State of Maryland, or is not incompliance with filing requirements of the IRS for non-profits, Calvert County Government may reject the Contractor's proposal.

Calvert County Government reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

Calvert County Government shall award the Contract to the Contractor best satisfying the needs of Calvert County Government unless all proposals are rejected.

14. ACCEPTANCE OF PROPOSALS

Calvert County Government intends to award a Contract to the Contractor best satisfying the needs of Calvert County Government. All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor shall be based upon technical factors and price. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Contractor to honor these obligations may result in cancellation of the award.

15. CONFLICT OF INTEREST

A. No officer or employee of Calvert County Government and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of Project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.

B. The Contractor covenants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.

C. The Contractor shall identify any actual or potential conflicts of interest existing or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

16. CONTRACT PERIOD

A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by Calvert County Government, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.

B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by Calvert County Government or to Calvert County Government by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by Calvert County Government.

17. RESERVATIONS

Calvert County Government reserves the right to request clarification of information submitted or to request additional information about any Contractor as it may reasonably require. Calvert County Government reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Calvert County. Calvert County Government reserves the right to not hold discussion after award of the Contract.

18. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

19. REVOCATIONS, CANCELLATIONS, ASSIGNMENTS, OR SUBSTITUTIONS

Calvert County Government and the Contractor respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither Calvert County Government nor the Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by Calvert County Government of another Contractor in place of the party hereto in order to complete the services called for in this Contract, the Procurement Officer shall determine the division of the fee between such substitute and the Contractor who is the party hereto. Calvert County Government, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pay the Contractor the proportionate fee for services properly provided to that point in time.

20. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained, at the Contractor's expense, for a minimum of three (3) years, unless the Contractor is notified in writing by Calvert County Government of the need to extend the retention period.

21. QUANTITIES

During the period of the Contract, the Contractor shall provide the services and equipment described in this Contract. The Contractor understands and agrees Calvert County Government shall have no obligation to the Contractor for any set quantities of service or equipment. The Contractor further understands and agrees that Calvert County Government may require service or equipment in an amount less than or in excess of prior year quantities, and the quantity actually used, whether in excess or less than, shall not give rise to any claim for compensation other than the amount bid.

Calvert County Government does not guarantee any minimum quantities. Minimum requirements shall not be acceptable.

For informational purposes, following are the total citations issued during the past two (2) fiscal years.

FISCAL YEAR	NUMBER OF UNITS DEPLOYED	NUMBER OF CITATIONS
Fiscal Year 2022 (July 1, 20121 through June 30, 2022)	5	17,518
Fiscal Year 2023 (July 1, 2022 through June 30, 2023)	5	13,385

* For Fiscal Year 2024 to date, Calvert County Government has deployed eight (8) units.

The previous contract was awarded to Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc. on July 16, 2019.

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NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Chief Executive Officer
(Title)

and the duly authorized representative of the company of Altumint, Inc.

Whose address is 4600 Forbes Blvd Suite 203, Lanham, MD 20706

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company nor any of its other representatives I here represent have:

(a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;

(b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, and administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County have any interest in the bidding company except as follows: (complete if applicable)

I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

DocuSigned by:
824E71A8487B458...
Authorized Signature

5/2/2024
Date

Holly Cooper
Printed or Typed Name

DocuSign Envelope ID: 1B3FEC03-F414-4F7B-ACAF-D94CBC0D2783

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the Chief Executive Officer and the authorized representative of the company
Title

of Altumint, Inc.
Name of Corporation

whose address is 4600 Forbes Blvd Suite 203, Lanham, MD 20706

and that I possess the legal authority to make this affidavit on behalf of myself and the company for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above company, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July l, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the company, and the sentence or disposition, if any.
None

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

DocuSigned by:
[signature]
224E71A8507B455...
SIGNATURE

5/2/2024
DATE

DocuSign Envelope ID: 1B3FEC03-F414-4F7B-ACAF-D94CBC0D2783

CALVERT COUNTY
DEPARTMENT OF FINANCE & BUDGET
PROCUREMENT OFFICE

129 Main Street
Prince Frederick, Maryland 20678
410-535-1600 • 301-855-1243
www.calvertcountymd.gov

Bruce Miller, Director
Amanda O'Dell, Procurement Division Chief

Board of Commissioners
Mark C. Cox Sr.
Catherine M. Grasso
Earl F. Hance
Mike Hart
Todd Ireland

April 23, 2024

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

QUESTIONS AND ANSWERS/CLARIFICATION NO. 1

Following are questions and answers/clarification for the above-referenced Request for Proposal. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your bid**. Failure to do so may subject bidder to disqualification.

1. The PRICE PROPOSAL form required by the RFP includes a lease fee (which we do not charge) and additional fees (which entirely comprise the structure of our standard pricing). The PRICE PROPOSAL form limits the respondent to only two (2) lines containing boxes for the description, unit of measure, and unit price. Our pricing structure contains more than two (2) components (functional tasks), each with dedicated unit pricing. May we affix an attachment or Addendum to the required Price Proposal form to include a more organized and complete breakdown of our optimal Price Proposal? Also, we have compiled a history of objective data describing the comparative efficiency and economy of our standard pricing structure. Most often we present this data along with our pricing to illuminate our value. **See Addendum No. 1.**

2. May we include in our bid, along with the Price Proposal form, objective data supporting the historical results of our pricing structure, or perhaps elsewhere within the Technical Proposal? **See Addendum No. 1.**

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: [signature] DATE: 5/2/2024

DocuSign Envelope ID: 1B3FEC03-F414-4F7B-ACAF-D94CBC0D2783

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Mike Hart
Todd Ireland

April 24, 2024

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

QUESTIONS AND ANSWERS/CLARIFICATION NO. 2

Following are questions and answers/clarification for the above-referenced Request for Proposal. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your bid**. Failure to do so may subject bidder to disqualification.

1. Does the County have any requirements for importing historical data into the new system? **There are no requirements to import historical data.**

2. Is the County open to trailer-based systems as a solution? **Calvert County Government shall not accept any wheel mounted units that could be interfered with or removed by an unauthorized person. In accordance with page 19 of the specifications: "Provide fixed site leased camera system that can be easily relocated to other established enforcement site locations." This requirement would be more in line with pole mounted or semi-portable units that are intentionally fixed to some type of structure.**

3. Is there any intent to install systems in new locations where a system has not been before? **Calvert County Government continues to monitor the needs of the program and is likely to expand the program to include new site locations not previously or currently in use.**

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: [signature] 524E71A94078459... DATE: 5/2/2024

DocuSign Envelope ID: 1B3FEC03-F414-4F7B-ACAF-D94CBC0D2783

CALVERT COUNTY
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Todd Ireland

April 24, 2024

ADDENDUM NO. 1
Board of County Commissioners
RFP 2024-049
Automated Speed Enforcement System

To Prospective Bidders:

Following is an addendum to the referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum should be included with your proposal. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Page 4, Remove and Replace

Page 4 shall be removed and replaced with revised Page 4 included herein with this Addendum No. 1.

Page 4-A, Addition

Page 4-A shall be added to the Price Proposal and is included herein with this Addendum No. 1.

Page 5, Remove and Replace

Page 5 shall be removed and replaced with revised Page 5 included herein with this Addendum No. 1.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: DocuSigned by: [signature] DATE: 5/2/2024

altumint
SAFE COMMUNITIES. SMART SOLUTIONS.

ORIGINAL



Calvert County Government

TITLE: SCHOOL ZONE SPEED ENFORCEMENT

RFP NO: RFP-2024-049

FROM: Altumint, Inc.
Holly Cooper
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706

DATE SUBMITTED: May 2, 2024

SUBMIT TO: Bonfire

This proposal includes information and data that shall not be disclosed outside the recipient and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Altumint, Inc. because of—or in connection with—the submission of this proposal, The recipient shall have the right to duplicate, use, or disclose the proposal to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information and data contained in this proposal if it is obtained from another source without restriction. The information and data subject to this restriction is contained on the pages marked Confidential and Proprietary – use or disclosure of information contained on this page is subject to the restriction on the title page of this proposal.

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SAFE COMMUNITIES. SMART SOLUTIONS.

Transmittal Letter

May 2, 2024

Calvert County Government
Procurement Office
129 Main Street
Prince Frederick, Maryland 20678

RE: RFP 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM

The Calvert County Government (the County) is a leader in traffic safety initiatives, and Altumint, Inc. (Altumint) is excited about the opportunity to contribute to your ongoing efforts. We are pleased to offer the County the opportunity to continue and improve on our turnkey automated red light and speed enforcement program. Our innovative technologies, including bracketing technology and 4D HD radar with object-tracking technology, are ready to be deployed to enhance your traffic enforcement capabilities.

Altumint, Inc. is proud to be headquartered in Lanham, Maryland, near the County. This strategic location allows us to provide you with unparalleled local support and service. We are committed to ensuring quick issue resolution and rapid deployment of technical upgrades throughout the enforcement program, demonstrating our dedication to your needs and the success of our partnership.

As the County continues adopting new technologies to address critical public safety concerns, Altumint can support this journey with our industry's widest array of solutions, including:

- Photo stop arm for school buses
- Photo speed warnings for high-fatality roadways
- Work zone speed enforcement
- ProAVR, Altumint's proprietary next-generation ALPR technology

[redacted]

ALTUMINT ADVANTAGES

- 100% USA-owned and operated
- Full turnkey services
- In-house design and build
- Proprietary AI software to process speed and red light violations
- Multi-lane LIDAR and RADAR violation detection
- 4K color digital video
- Infrared illumination-no white flash
- Fusus RTCC integration and ELSAG camera availability
- Extensive Maryland expertise and leadership
- World-class operational excellence
- History of 90%+ speed reductions
- Access to Altumint's Advisory Board
- Customers in 8 states
- Deep analysis of speed data

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SAFE COMMUNITIES. SMART SOLUTIONS.

We continue to grow our presence and leadership impact in Maryland. For example, we are proud to have Gevonia "Gee Gee" Whittington on our staff, former Director of Homeland Security for Prince George's County and retired Deputy Chief of Police for the Prince George's County Police Department. She will be available to provide the County with operational support and overall public safety expertise and experience. We can also offer you the benefit of our consultants, Mike Arrington and Tony Perez. We work with these lobbyists to promote the adoption of technology to help our clients promote public safety.

Altumint's Advisory Board



Ed Davis,
Retired Police Commissioner,
City of Boston

Mark Moon,
Retired President,
Motorola Solutions





Mark Magaw,
Retired Chief of Police,
Prince George's County, Maryland

Our comprehensive solution extends beyond technical innovation to leadership support. We are honored to have the only Strategic Advisory Board in our industry. Retired Commissioner Ed Davis, Retired President Mark Moon, and Retired Chief Mark Magaw bring over 100 years of collective law enforcement experience, insights, and advice to all our clients. A relationship with Altumint gives the County access to these experienced leaders.

Should the County have further questions, please contact Michael Phelan, Director of Strategic Accounts, Maryland, at michael.phelan@altumint.com or 301.520.6405.

To summarize the unique, differentiated advantages of a photo enforcement relationship with Altumint:

1) Local Maryland presence 2) World-class operational excellence 3) Pricing in which the majority of the revenue goes to the County 4) Dedicated power and new technology (bracketing) resulting in 20% more citations 5) Access to Altumint's Consultants and Advisory Board 6) Use of AI in our back office software to process speed violations more rapidly and accurately 7) Nearly two decades of photo enforcement experience 8) Customers in eight states 9) Partnerships to evolve the County's public safety technology.

Altumint's proposal is valid for at least 90 days from the proposal date. Altumint's Chief Executive Officer, Holly Cooper, is an authorized agent of the business and has signed this transmittal letter and all applicable forms.

Sincerely,

DocuSigned by:
Holly Cooper
924E71A940764459

Holly Cooper, Chief Executive Officer
holly.cooper@altumint.com | p: 219.406.5507 | f: 301.577.3979

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1 Executive Summary

1.1 Background and Experience

Description of organization's background and experience in providing the required services to include size of the company, structure, area of expertise, number of years in business, other data to characterize the Contractor.

Altumint started in 2005 as a division of an aerospace engineering company that built laser imaging, detection, and ranging (LiDAR) scanning devices to map earth structures. Optotraffic LLC, now a wholly owned subsidiary of Altumint, Inc., was created in 2010 and spun off into a fully independent operating company in 2012, solely focused on providing turnkey traffic safety enforcement programs. In 2021, Optotraffic merged with Altumint, Inc., which added proprietary artificial intelligence (AI) software to our enforcement solutions and back-office software applications.

Altumint engineers, manufactures, and supports visual technology systems and citation processes using artificial intelligence to capture data on vehicles and people who break the law. Our solutions include:

- Speed enforcement systems
- Red light violation systems
- Photo stop arm for school buses
- Photo speed warning systems
- Work zone speed enforcement systems

We are US-based and design, build, and maintain our full suite of automated road safety camera solutions here. We have over 155 employees.

Altumint is a privately held C corporation. In 2021, Altumint was purchased by Capital Meridian Partners (CMP), with major investments in production and research and development capacity. Together with CMP, our corporate evolution to Altumint, Inc. in 2021 reflects our continued focus on public safety while augmenting our capabilities by developing proprietary artificial intelligence software.

An organizational chart of our leadership team for this program is on the following page.

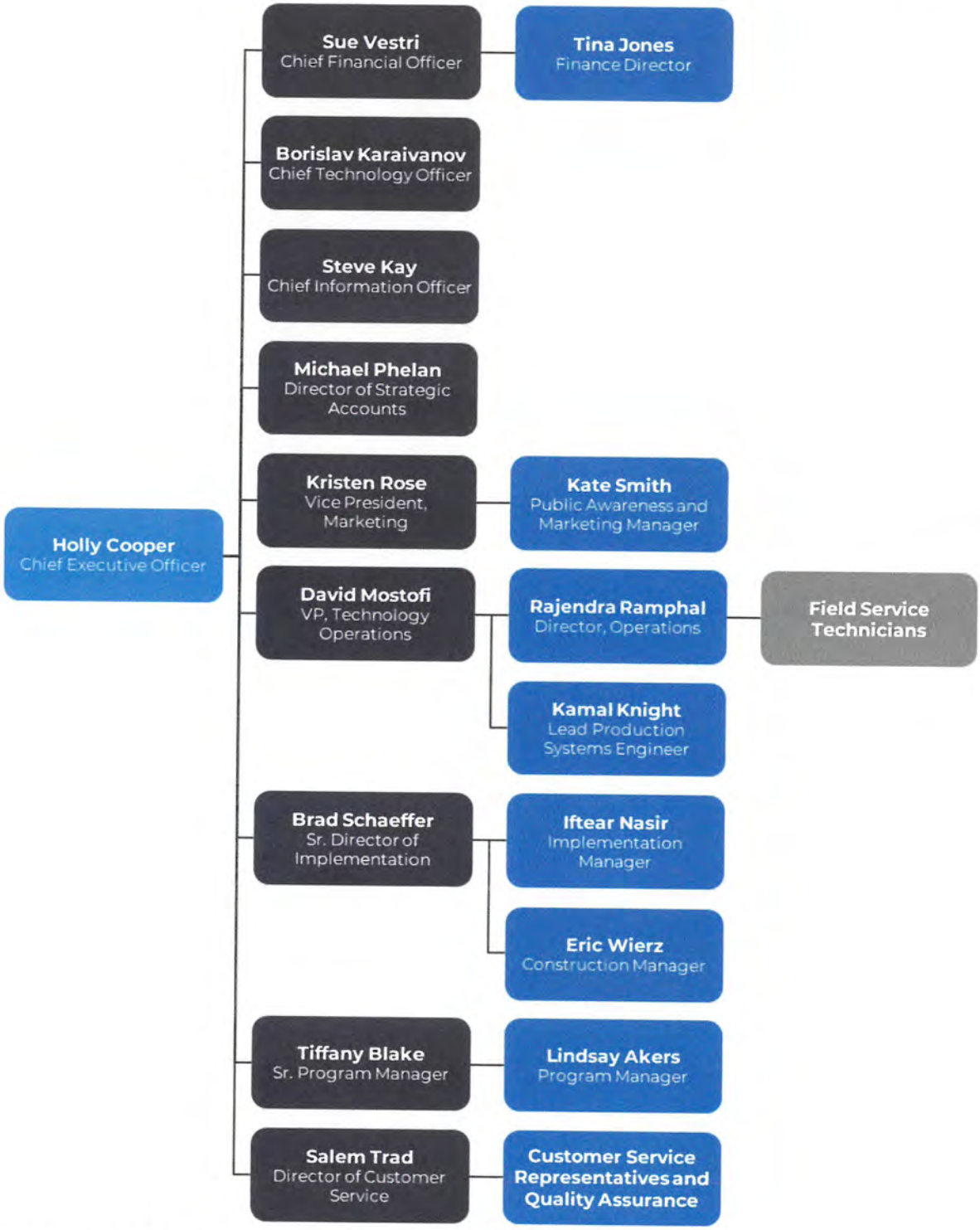


Figure 1: Leadership Team

HOLLY COOPER chief executive officer

Ms. Cooper has worked with photo enforcement systems for over ten years, improving public safety from small towns to some of the biggest cities in the US. She brings over 20 years of experience driving outcomes for successful business goals through process efficiencies, innovation, business growth, and client support and communication. Ms. Cooper holds a bachelor's degree in business administration and management from Indiana Wesleyan University.

She is responsible for the success of Altumint's speed enforcement programs.

SUE VESTRI chief financial officer

With nearly 30 years of experience in corporate finance, Ms. Vestri is familiar with strategic and management responsibility for finance, accounting, treasury, legal, key vendor management, operational financial processes, administration, and human resources. Ms. Vestri holds a bachelor's degree in accounting from Temple University and joined Altumint in 2022.

She manages all of Altumint's financial reporting and administrative processes.

BORISLAV KARAIVANOV chief technology officer

With more than ten years of experience combining data analysis, algorithm development, and software implementation to solve challenging problems in 1D/2D/3D data processing, Mr. Karaivanov is fluent in a variety of data processing, machine/deep learning, and computational geometry techniques, as well as the use of generic algorithms and data structures for optimal performance. Mr. Karaivanov has designed and trained deep neural networks to detect and classify computer vision tasks. During his tenure with Altumint, Mr. Karaivanov developed and deployed a cascade of neural networks for automated processing of speeding violations. Mr. Karaivanov holds a Ph.D. in applied mathematics from the University of South Carolina – Columbia and a master's in mathematics from the University of Sofia, Bulgaria.

He is responsible for the artificial intelligence behind Altumint's citation processing.

STEVE KAY chief information officer

Mr. Kay brings over 16 years of experience in information technology management and software development. As Chief Information Officer since 2012, Mr. Kay designed Altumint's proprietary Vioview violation management and financial tracking web application. He develops, implements, and monitors Altumint's information system policies and controls to ensure data accuracy, security, and regulatory compliance. Mr. Kay also manages the network, system administration, and web application infrastructure. Mr. Kay holds a bachelor's degree in management information systems from the University of Baltimore and an associate degree in computer science from Anne Arundel Community College.

He directs all Vioview development and will be responsible for incorporating County specifics into the system.

CORY KUYZK director of strategic accounts

Mr. Kuzyk brings extensive experience in Law Enforcement and Project Management. He has more than eighteen (18) years of experience working with leadership and product

development teams to meet client expectations. Mr. Kuzyk has been in Law Enforcement since 2010.

He will serve as an escalation point as needed during the program.

MICHAEL PHELAN director of strategic accounts

Mr. Phelan has extensive experience in Law Enforcement and Program Management. He began his career in Law Enforcement in 2004, graduating from Basic Law Enforcement Training in Pitt County, North Carolina. Mr. Phelan worked for the City of New Bern and the City of Greenville, where he handled multiple caseloads as a Patrol Officer and Narcotics Detective. Mr. Phelan then began his career with Altumint in 2015, taking over as the Commercial General Manager – Eastern Region and Program Manager for fifteen (15) different agencies.

He will serve as an escalation point as needed during the program.

KRISTEN ROSE vice president of marketing

As the Vice President of Marketing and Communications, Ms. Rose leads and builds comprehensive marketing strategies and communication efforts at Altumint. She has over 15 years of marketing experience, with the last six focused on life-saving technologies and the public sector. She honed her expertise in driving impactful campaigns and fostering internal and client collaboration. Her track record of quality speaks volumes about her commitment to driving success in challenging environments.

KATE SMITH marketing manager + public information & education

Ms. Smith, Marketing Manager + Public Information & Education, brings eighteen years of expertise in marketing and communications to her role at Altumint. Leveraging this experience, she drives brand visibility and loyalty while excelling in cultivating collaborative relationships and overcoming challenges. Her extensive expertise extends to developing impactful campaigns for law enforcement and public sector clients, characterized by creative and compelling messaging.

Within her role, Ms. Smith adeptly handles Public Information and Education campaigns, disseminating critical information, promoting awareness, and ensuring messages resonate with diverse audiences.

DAVID MOSTOFI vice president, technology operations

As Altumint's Vice President of Technology Operations, Mr. Mostofi brings nearly 20 years of experience developing automated test, control, data analysis, and software systems for the aerospace and traffic control industries. He holds several U.S. patents, including four specific to traffic monitoring and violations. Mr. Mostofi also facilitates all aspects of operationalizing new technologies. He holds a B.A. in Economics from the University of Pittsburgh. He has testified in Maryland, Ohio, and Georgia about the reliability and accuracy of Altumint's enforcement camera technology.

He is responsible for developing, deploying, and maintaining Altumint camera enforcement technology.

KAMAL KNIGHT lead production systems engineer

As Lead Production Systems Engineer, Mr. Knight has more than ten years of technical experience and unique knowledge of Altumint systems. Beginning at Altumint in 2011, Mr.

Knight worked his way from Electrical Systems Production Intern to Electrical Engineer before becoming the Lead Production Systems Engineer. As the Lead Production Systems Engineer, Mr. Knight oversees the production and repair of all automated speed, red-light, and school bus stop arm enforcement systems. Mr. Knight holds a bachelor's degree in electrical engineering from the University of Michigan, Ann Arbor.

He will be responsible for Altumint's system builds.

RAJENDRA RAMPHAL director of operations

As Altumint's Operations Director with more than 12 years of experience, Mr. Rajendra Rampal is responsible for the operation, maintenance, and repair of Altumint's photo speed and red-light systems. Mr. Rampal has direct experience in improving system reliability and productivity, making them simpler to maintain and easier to install. He also provides training and quality assurance guidance to all new technical staff. Mr. Rampal holds a B.S. in Astronautical Engineering from Capitol College and an A.A.S. in Computer Engineering Technology and Electronic Service Technology from Prince George's Community College.

He will be responsible for the maintenance, operation, and repair of the photo enforcement systems.

BRAD SCHAFFER senior director of implementation

Brad has dedicated the last 11 years to the public safety industry, working in start-ups and high-growth companies. He joined Altumint in late 2022 during the acquisition of Rekor (formerly Brekford). Brad provides leadership to continue building our implementation function and supporting our team to accelerate delivery. His technical and administrative experience will augment and streamline our processes.

He manages Altumint's implementation managers and will be an escalation point for any implementation issues.

IFTEAR NASER implementation manager

Mr. Naser has extensive project management experience in construction, transportation, and IT projects. His largest automated enforcement project to date involves 16 speed cameras, 31 red light cameras, and 10 school bus stop arm cameras. He has experience with installations compliant with Maryland DOT regulations. Mr. Naser holds a bachelor's degree in Technical Systems Management from Stony Brook University and an MBA from the University of Arizona.

He will be responsible for installing the cameras and operationalizing the County's program.

TIFFANY BLAKE senior program manager

Having seven years of experience in the public safety industry and automated enforcement programs, Ms. Blake has developed a deep understanding of the importance of maintaining a safe and secure environment for communities. One of her greatest strengths is her ability to collaborate with diverse stakeholders, including law enforcement agencies and government officials. She has successfully managed many projects and is adept at analyzing data, identifying areas for improvement, and implementing solutions to enhance public safety measures.

She manages Altumint's program managers.

LINDSEY AKERS program manager

Ms. Akers has been a program manager for automated traffic camera systems since 2010. She has helped clients measure the success of their program through monthly and yearly data reporting and charting. She has helped clients expand their programs and manage their budgets. Ms. Akers serves as the liaison between our clients and Altumint.

She has completed coursework in business administration at Anne Arundel Community College.

SALEM TRAD director of customer service

Mr. Trad has over eight years of experience in management, customer service, and data processing in the public safety industry. Mr. Trad led the implementation of Altumint's cloud-based customer service solution from Five9, familiarizing him with the system's ins and outs. As Customer Service and Court Processing Manager since 2015, Mr. Trad oversees daily operations and manages all aspects of customer service and court processing teams. He is the escalation point and resolves major customer service and court-related queries. Mr. Trad completed his general education through the Virginia Department of Education.

He will be responsible for developing the customer service scripts and teaching Altumint's customer service team the specifics of processing the County's citations and notices.

1.2 Locations

Altumint's headquarters is at:

4600 Forbes Blvd.
Suite 203
Lanham, MD 20706

The program will be managed from our headquarters location.

1.3 Overview of Proposed Services

Altumint will provide installation and implementation services to work with the County to replace the existing systems while minimizing system downtime. We will also be transitioning from Rekor to Altumint's Vioview system. Vioview will add additional functionality, such as:

- The use of Artificial Intelligence to add accuracy and speed to violation processing
- A new user interface designed to be easier and more modern
- Customizable reporting functionality

To install the new systems and get Calvert County up to speed on the new software, we will follow our installation and implementation processes, modified where appropriate to incorporate the knowledge we've gained as Calvert County's vendor:



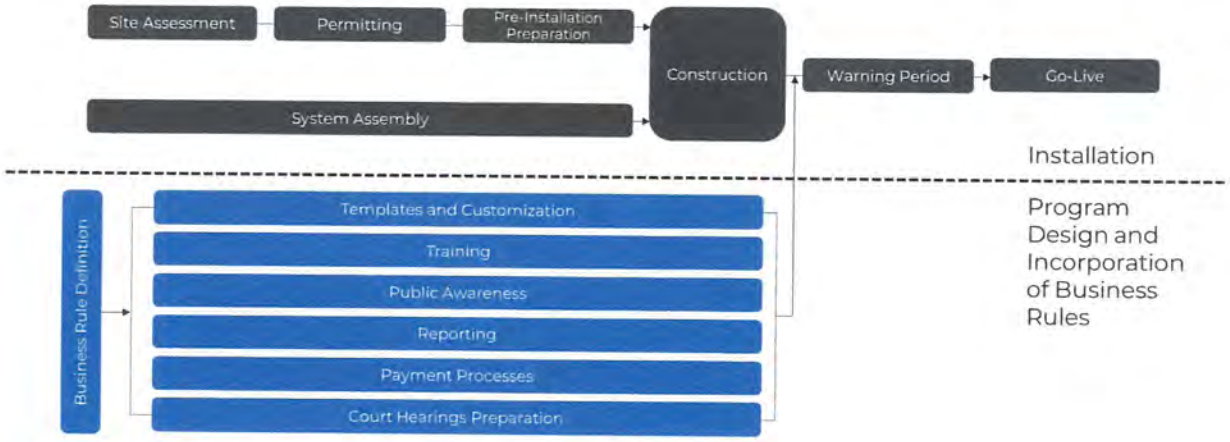


Figure 2: Installation and Program Design

Once we have implemented the new systems and Calvert County is using Vioview, we will transition to the new program technology.

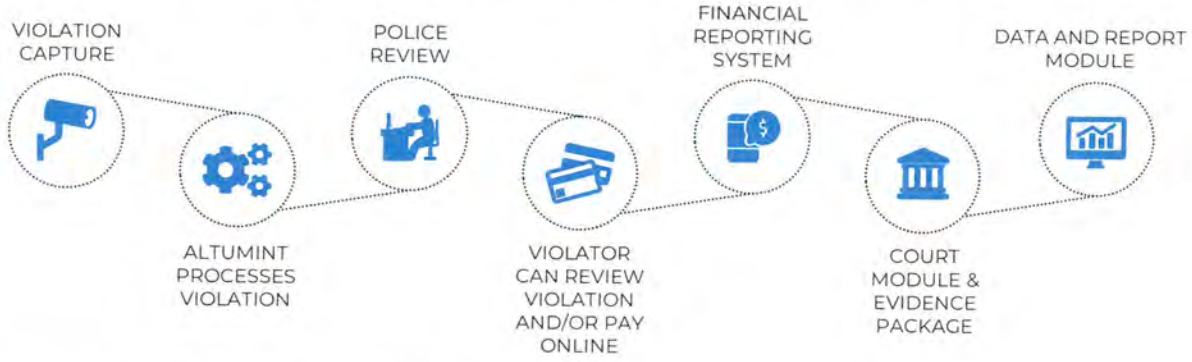


Figure 3: Ongoing Program Processes and Systems

In addition, we will import Calvert County's historical data into Vioview, which means the county can view its entire program history in one system.

2 Personnel Expertise and Experience

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

2.1 Employee Number and Nature

Specify the number and nature of full-time and part-time employees to be employed under the Contract.

Altumint anticipates staffing this project with the personnel below, along with management support and direction throughout the program.

Employees during the implementation process

- Implementation Manager (Iftear Naser)
- Construction Manager
- Program Manager (Lindsey Akers)
- Part-time:
  - Public Awareness
  - Citation and program design

Employees during the program itself:

- Program Manager (Lindsey Akers)
- Field Service Technician (dedicated to this program 50%)
- Quality Assurance (we are allocating the bandwidth of 1 QA person throughout our processor team capability)
- Customer Services Representatives (we are allocating the bandwidth of 1.5 CSRs throughout our CSR team capability)

2.2 Key Personnel

Identify key personnel who will handle services for Calvert County Government in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of the technical personnel who will perform the work.

Please see the above biographies for details on the staff members' roles.

- **Program Manager**. Our Program Manager, Lindsey Akers, will continue to serve as your principal point of contact in responding to County requests for data, information, training, maintenance, and repair.
- **Implementation Manager**. Iftear Naser, our implementation manager, will be your primary contact during implementation, managing the schedule and overall process.
- **Technicians**. Raj Ramphal manages our field services technicians. We will assign a dedicated local technician for this contract whose background will include experience with on-site maintenance, troubleshooting, and repair relating to electrical, mechanical, and diesel engine problems. They can diagnose and repair AC and DC circuit assemblies and components and interpret and understand electrical wiring diagrams. Many of our technicians have a bachelor's or associate degree in automation, electronics, mechanical engineering, or a similar field.

2.3 Staff Biographies

Submit biographies or resumes for all key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

Your program manager, Lindsey Akers, will remain your key contact point. During the implementation process, Iftear Naser will also be a point of contact for anything related to installing the new systems.

3 Project Experience

Demonstrate knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

As your ASE incumbent provider, we are familiar with the laws and regulations of your county and the state of Maryland. Similar partnerships that we enjoy in the state of Maryland include:

Berwyn Heights, MD
Chesapeake Beach, MD
Cheverly, MD
College Park, MD
Denton, MD
Edmonston, MD
Fruitland, MD
Glenarden, MD
Greenbelt, MD
Hagerstown, MD
New Carrollton, MD
Riverdale Park, MD
Salisbury, MD
Seat Pleasant, MD
Smithsburg, MD
Washington County, MD

4 Equipment, Web-Based Components, Services and Reporting Information

4.1 Equipment

Provide detailed description and documentation on the proposed equipment to be used under this Contract.

Our systems use 4K HD video to monitor up to:
-6 lanes of traffic
-64 vehicles
-Speeds of over 100 MPH

We propose our BlackHawk photo speed enforcement system for Calvert County's program.

Our BlackHawk photo speed enforcement system uses a state-of-the-art 4D UHD radar sensor for vehicle speed detection and tracking, integrated with a 4K color video camera with auto aperture for violation capture and powerful InfraRed (IR) illuminators. Unlike white light strobe flashes that can cause driver disorientation or visual distraction, the IR illuminators do not affect the driver's ability to stay safe. The radar sensor has up to a 100-degree FOV and a range of up to 1000 feet, covering up to six lanes of vehicle traffic. The multi-lane 4D object-tracking sensor provides range, azimuth, elevation angle, and speed vector simultaneously for up to 256 objects (64 vehicles) in both travel directions.

BlackHawk photo speed enforcement systems have three convenient installation platform options:

- A fixed location that uses an American Association of State Highway and Transportation Officials (AASHTO) and National Highway Traffic Safety Administration (NHTSA) compliant fixed breakaway Pelco pole installed by Altumint.
- A low profile, aesthetically sleek, powder-coated steel cabinet powered by 120 V-AC or AGM batteries.

A portable diesel-powered or solar-powered trailer. Both these trailers can be set up in one hour. This portable solution, built from heavy gauge metal, weighs over one ton and is equipped with stabilizer bars to make it vandalism-resistant.



Figure 4: BlackHawk platform options

If the vehicle speed is at or above the enforcement limit, the system stores a series of 4K color video frames of the violating vehicle receding from the point of enforcement, enabling multiple frame choices to capture each violation properly. Each violation has an encrypted data bar appended to the image at the moment of capture to ensure no data manipulation can occur so that you can rely on the accuracy of the data.

All Altumint camera systems use GPS data to synchronize time among the cameras. Our systems are non-invasive: no road surface cutting or disruption to existing detector loops is needed for installation or detection. The systems will record all speed violations with County-specified minimum speeds.

Another advantage is built-in speed measurement redundancy. With independent receiver antennas, the speed is measured first by the Doppler shift and second by the range progress over time. The two independent, redundant measurements must be equal for the system to report the speed.

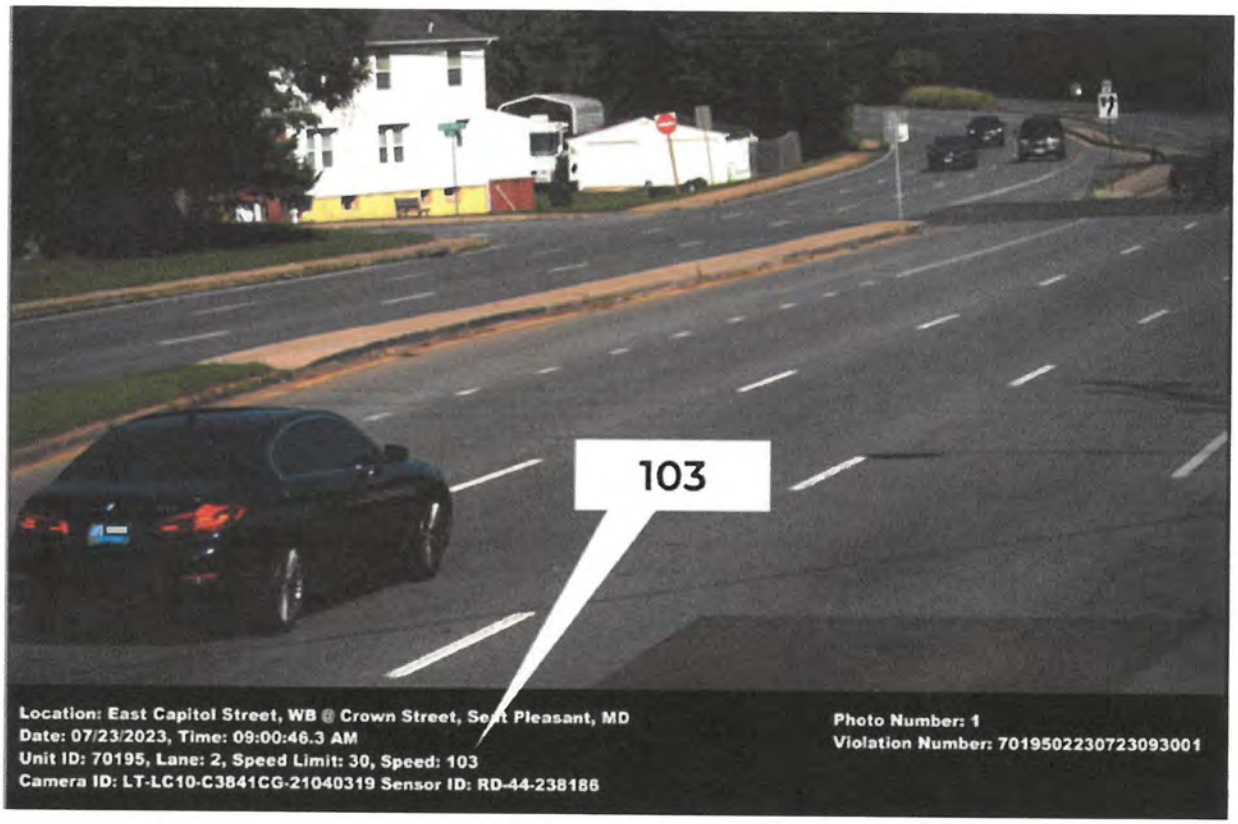


Figure 5: Data Bar Captured for Vehicle Going 103 Miles Over the Speed Limit (Plates Partially Redacted)

Below is a photo of the installed system.

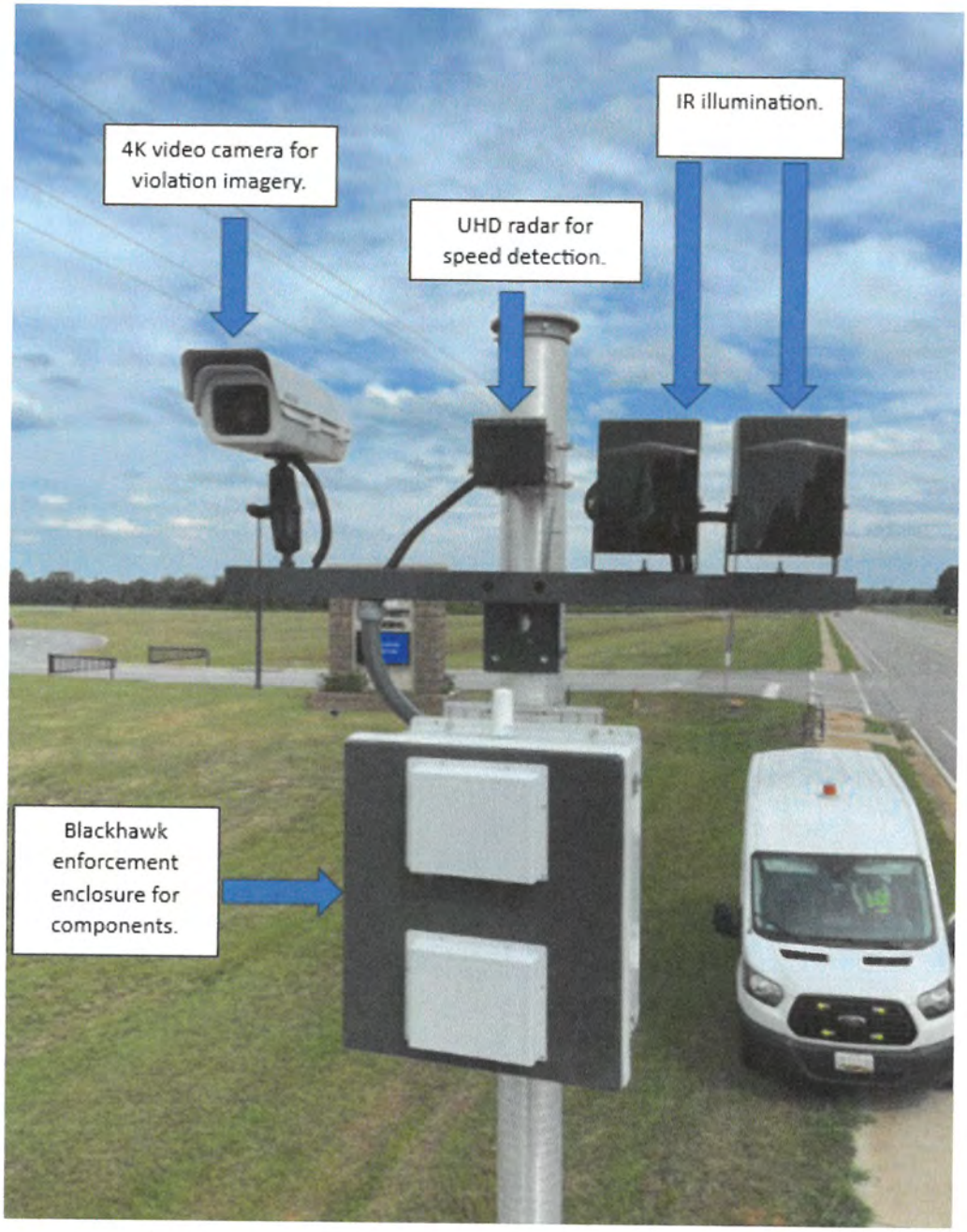


Figure 6: Installed System on a Fixed Pole

4.2 Description and Documentation

Our Vioview system is web-based and provides all the functionality necessary to support your Automated Speed Enforcement System program.

Reporting

Altumint's system includes both standardized and custom reports. Sample screenshots are below:

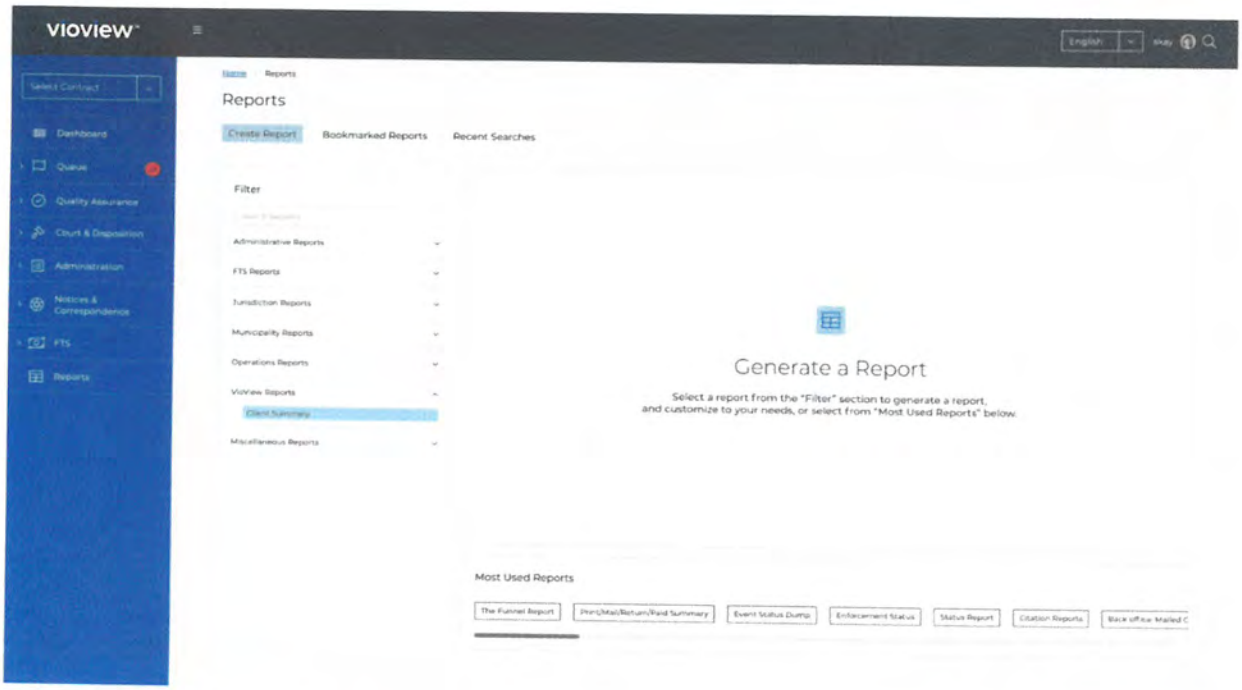


Figure 7: Vioview Reporting

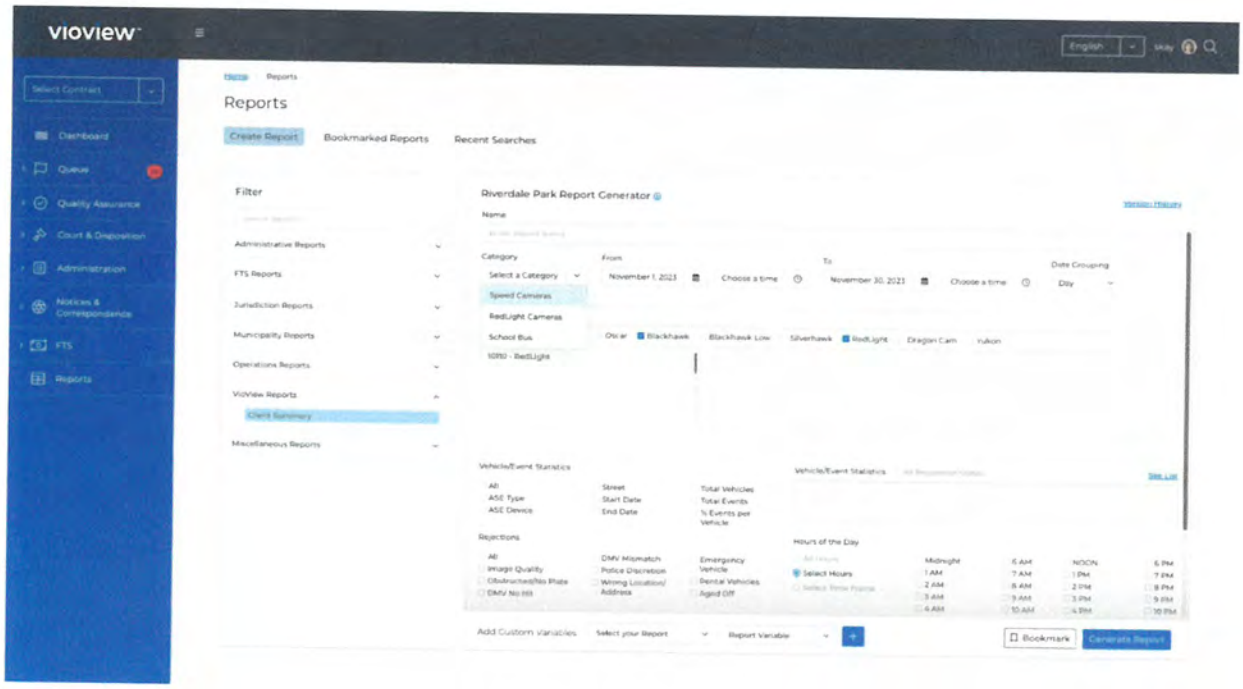


Figure 8: Report Creation and Customization

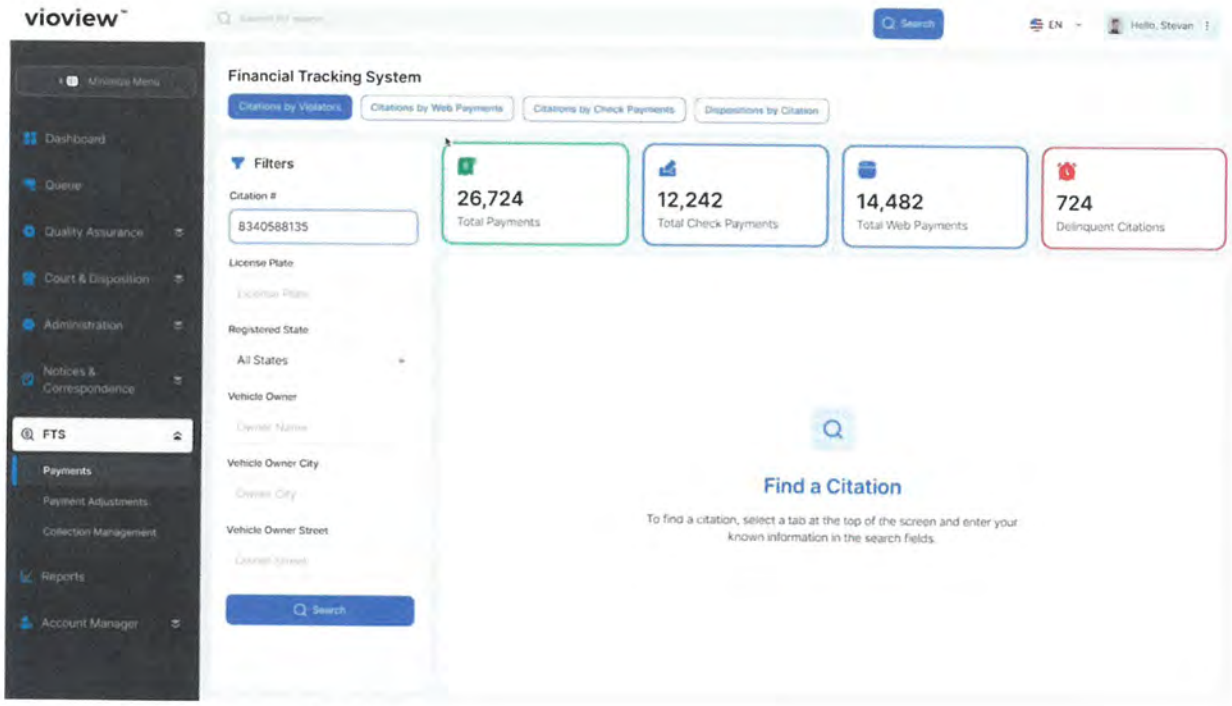


Figure 9: Financial Tracking Supporting

Below is an example of the violation processing report by violation approver:

Start Time	End Time	Time Difference	Approvals	Rejections	Process Rate
2023-05-15 21:48:05	2023-05-15 22:49:11	01:01:06	203	0	00:00:18
2023-05-18 19:30:04	2023-05-18 19:38:32	00:08:28	80	0	00:00:06
2023-05-18 21:08:32	2023-05-18 22:58:34	01:50:02	326	5	00:00:20
2023-05-31 19:49:46	2023-05-31 20:49:29	00:59:43	205	2	00:00:17
2023-06-01 19:35:17	2023-06-01 20:35:29	01:00:12	209	1	00:00:17
2023-06-07 19:52:23	2023-06-07 20:52:41	01:00:18	224	1	00:00:16
2023-06-08 19:08:33	2023-06-08 20:08:46	01:00:13	209	5	00:00:17
2023-06-21 17:04:24	2023-06-21 19:03:29	01:59:05	401	5	00:00:18
2023-06-22 19:15:01	2023-06-22 21:14:23	01:59:22	409	16	00:00:17
2023-07-07 08:46:21	2023-07-07 10:47:16	02:00:55	408	13	00:00:17
2023-07-09 13:47:05	2023-07-09 15:46:42	01:59:37	410	10	00:00:17
2023-07-12 05:57:33	2023-07-12 06:58:19	01:00:46	208	2	00:00:17
2023-07-19 21:04:51	2023-07-19 23:05:14	02:00:23	415	10	00:00:17
2023-07-25 10:08:06	2023-07-25 11:10:23	01:02:17	202	4	00:00:18
2023-07-26 08:04:28	2023-07-26 10:08:51	02:04:23	402	9	00:00:18
2023-07-28 08:07:37	2023-07-28 09:06:37	00:59:00	204	6	00:00:17
Total:		**22:05:50**	**4515**	**89**	**00:00:17**

Figure 10: Time Spent on Violations per Reviewer

Below is an example of the client summary monthly report:

altumint
AUTONOMOUS VISUAL INTELLIGENCE

July 2023 INVOICE

INVOICE # 23-07 DATE 7/13/2023

BILL TO City of Suffolk
Robert E Lewis
Suffolk City Hall
442 West Washington Street
Suffolk Virgina, 23434

DESCRIPTION		PAYMENTS	# Citations
Monthly Deposits			
Week Ending July 7, 2023	$	20,000.00	200
Week Ending July 14, 2023	$	50,000.00	500
Week Ending July 21, 2023	$	20,000.00	200
Week Ending July 28, 2023	$	40,000.00	400
Short Week Ending July 31, 2023	$	20,000.00	200
Total Citation Payments	**$**	**150,000.00**	**1500**
Monthly Fixed School Bus Stop Arm Fee @ $499 per system	$	19,960.00	
Number of systems - 40			
Monthly Fixed School/Work Zone Fee @ $3,499 per system	$	41,988.00	
Number of systems - 12			
Event Processing Fee @ $12 per Mailed Citation	$	87,000.00	
7,250 Mailed Citations*			
Amount Due to Altumint:	**$**	**148,948.00**	
July Disbursement			
Suffolk	$	1,052.00	
Altumint	$	148,948.00	
Total Disbursed:	**$**	**150,000.00**	

OTHER COMMENTS
250 Mailed citations per system* Pooled* wth current 12 Photo Speed Systems
10,250-3,000=7,250

Total $ 150,000.00

Total Paid to Altumint: $ 150,000.00

Thank You For Your Business!

Altumint, Inc
4600 Forbes Blvd, Ste 203
Lanham, MD 20706
Phone: (301) 552 6402
Fax: (301) 577 3979

Figure 11: Monthly Performance Report

Our other reports include:

- Operator reports with corresponding authorized user logins
- Payment reports detain payment types, locations, and receipt information
- Total volume reports showing totals for all categories of processing, including pending
- Rejection report containing each rejected camera event, rejection reason and person rejecting the event
- Payment reconciliation reports showing received payments, underpayments, and partial payments
- Over-payment report showing refund amounts due

- Out-of-state report by plate number, date of violation, name of violator, the total amount due, and citation number
- Jurisdiction breakdown report by state registration, both number and percentage
- Fleet report detailing ticketed government and private fleet vehicle
- Aging receivables report
- Multi-offenders report by registration, name, dollar amount owed, and dates of violation
- Offender Suspension Candidate report reflecting those offenders owing at least $1,000 in outstanding fines and late fees
- Record keeping and tracking for all citations from issuance through final disposition for monthly, quarterly, and yearly standardized reports
- Camera performance
- Adjudication statistics
- Accounts receivable
- Personnel performance
- Financial reports
- Registration plate flagging
- Flag releases
- Suspension and suspension removal notices to MVA
- Daily reconciliation report of the number of citations the Parish authorized and/or approved
- Average violations for each camera location
- Overall increases or decreases in violations
- Monthly statistical report for each camera site
- Number events
- Vehicle passes
- Violations issued
- Violations rejected/reason why
- Camera site performance and efficiency
- Time of violation (hour/day/month)
- Evaluation that includes statistical information, including
- Number of events transferred
- Percentages reflecting events approved
- Events rejected
- Events spoiled
- Event age at transfer
- Camera site performance by efficiency
- Time (hour, day, month)
- Reason for rejection
- Monthly report noting the performance of the Customer Service Center
- Automatic Call Distribution system performance
- Customer handling
- Number of calls dropped

- Number of calls placed in voicemail
- Wait time for each customer
- Nixie reports containing:
- Citation number
- Date of violation
- Date of nixie
- Old address information
- New address information

Reporting also captures and stores data to allow for reporting on the following:

- Date of violation event
- Event tracking number
- Time of each violation
- Location of violation
- Open citations for violators with multiple events
- Report detailing processor event approval and voidance by name for quality control purposes

4.3 Maintenance Plans and Remedies

Address maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations.

Our Computerized Maintenance Management System (CMMS) records routine inspection and maintenance protocols. Altumint and our customers can use this system to view maintenance activities on a system-by-system basis.



Figure 12: CMMS Example

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting:

- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems.

Our systems have 4G LTE modems and remote login software. Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

We build and design our systems at our headquarters in Lanham, MD, helping us innovate quickly and respond rapidly to maintenance and repair requests.

Each enforcement system's operational health is checked daily through a self-test. Enforcement systems will not be enforced until they pass this internal self-check. Additionally, we use a third party to calibrate our cameras yearly and can provide the County with a copy of the calibration certificate.

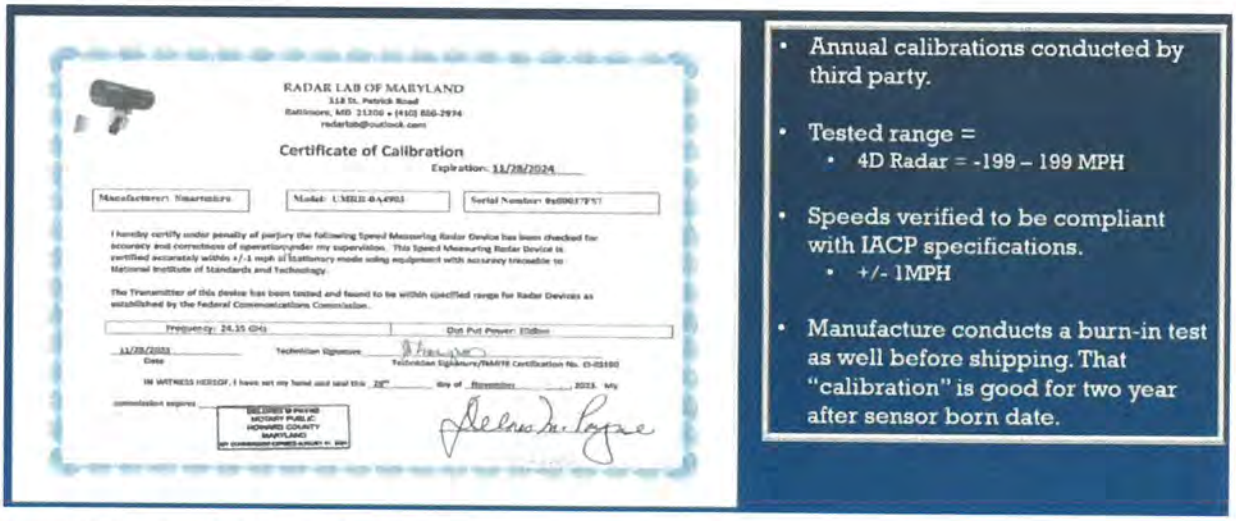


Figure 13: Example Calibration Certificate

4.4 Scope of Work

Provide documentation that all requirements related to scope of work concerning program needs and services are able to be fulfilled.

4.4.1 Equipment

Furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including but may not be limited to supply, delivery, installation, all necessary signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system fully compliant with State and Local Laws.

Calvert County Government shall not incur any cost nor furnish any materials or labor for the installation, implementation, or continued use of any ASE system.

Independent calibration will be conducted upon initial installation and annually after that.

Understood and agreed. Altumint will transition Calvert County from the Rekor system to our Blackhawk systems and install new BlackHawk systems where needed. Please see Section 4.4.1 for an overview of the BlackHawk system.

4.4.2 Citations and Related Correspondence

Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence. Any written correspondence or documents received from citizens regarding issued citations or Court requests shall be made available and viewable by Calvert County Government.

Altumint will continue to prepare, print, and mail warnings, notices, flagging notices, and citations for all approved citable offenses by first-class mail. All citations will be in accordance with Maryland Court requirements and the County's approved format. Notices are mailed within the time limits specified by law. Vioview has a built-in mechanism to automatically ensure that no violations are mailed beyond the time limits specified by law. Altumint will mail warnings instead of citations for each newly installed system during the first month of operation.

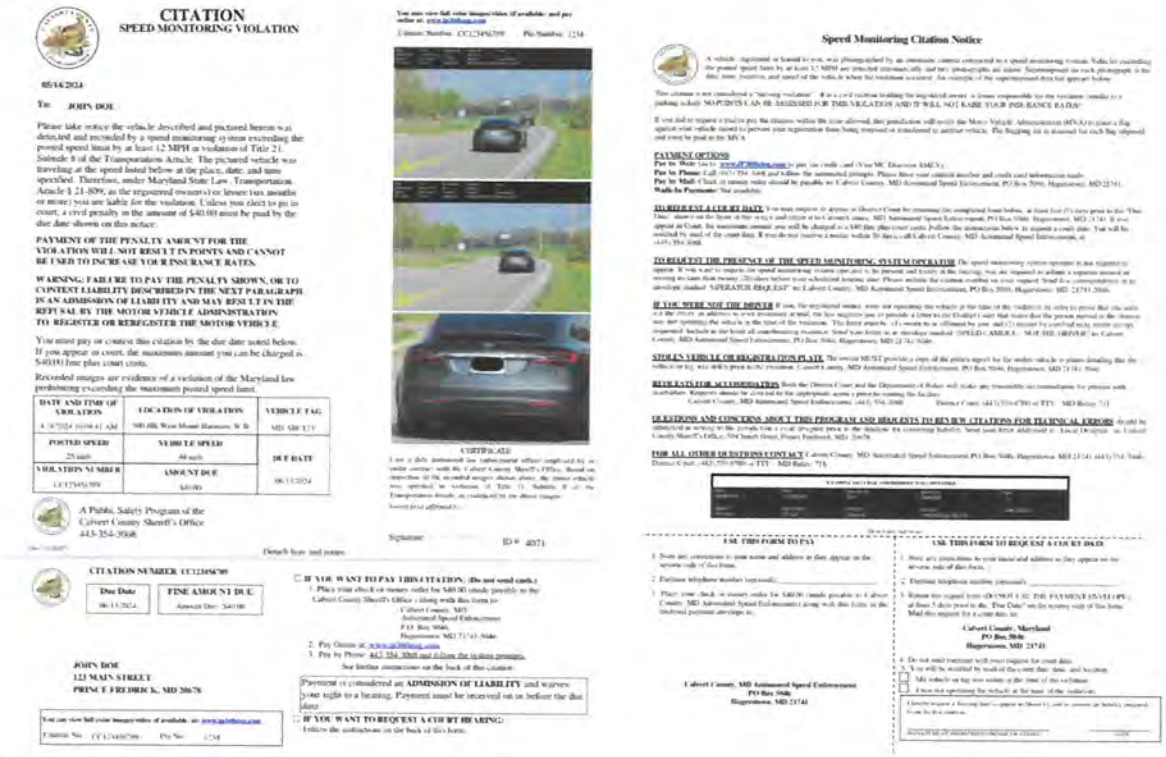
All printed citations shall include three (3) digital violation images of a quality acceptable to the County. The citations include the electronic signature and ID number of the law enforcement officer or the County's Authorized Representative who approved the citation. One image shows the vehicle's registration plate, which is clearly readable. Printed citations comply with State law and include court-approved language, the date and time of the violation, the location of the violation, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty must be paid. Information regarding payment options, instructions for viewing images online, and a payment coupon are also included.

Altumint will continue to send a second follow-up notice to delinquent violators in the event of non-response after a specified time established by the County's business rules. Vioview contains logic that enables automated tracking of all violation account information, including payments and scheduled hearings, to ensure follow-up notices are properly sent to violators.



The second notice will inform the violator that the fine is past due and include all information provided within the first notice.

A third and final notice is sent to registered owners to inform them that their plate has been flagged and placed on a registration hold. Examples of notices that we currently send for the County are below:



CITATION
SPEED MONITORING VIOLATION

05/14/2024

To: JOHN DOE

Please take notice the vehicle described and pictured herein was detected and recorded by a speed monitoring system exceeding the posted speed limit by at least 12 MPH in violation of Title 21, Subtitle 8 of the Transportation Article. The pictured vehicle was traveling at the speed listed below at the place, date, and time specified. Therefore, under Maryland State Law - Transportation Article § 21-809, as the registered owner(s) or lessee(s) (six months or more) you are liable for the violation. Unless you elect to go to court, a civil penalty in the amount of $40.00 must be paid by the due date shown on this notice.

PAYMENT OF THE PENALTY AMOUNT FOR THE VIOLATION WILL NOT RESULT IN POINTS AND CANNOT BE USED TO INCREASE YOUR INSURANCE RATES.

WARNING: FAILURE TO PAY THE PENALTY SHOWN, OR TO CONTEST LIABILITY DESCRIBED IN THE NEXT PARAGRAPH IS AN ADMISSION OF LIABILITY AND MAY RESULT IN THE REFUSAL BY THE MOTOR VEHICLE ADMINISTRATION TO REGISTER OR REREGISTER THE MOTOR VEHICLE.

You must pay or contest this citation by the due date noted below. If you appear in court, the maximum amount you can be charged is $40.00 fine plus court costs.

Recorded images are evidence of a violation of the Maryland law prohibiting exceeding the maximum posted speed limit.

DATE AND TIME OF VIOLATION	LOCATION OF VIOLATION	VEHICLE TAG
4/19/2024 10:04:41 AM	MD-4B, West Mount Harmony, W/B	MD 5B1371
POSTED SPEED: 25 mph	VEHICLE SPEED: 40 mph	DUE DATE: 06/13/2024
VIOLATION NUMBER: CC12345699	AMOUNT DUE: $40.00	

A Public Safety Program of the
Calvert County Sheriff's Office
443-354-3068

Signature: ID # 4071

CITATION NUMBER: CC12345699

Due Date	FINE AMOUNT DUE
06/13/2024	Amount Due: $40.00

JOHN DOE
123 MAIN STREET
PRINCE FREDERICK, MD 20678

☐ IF YOU WANT TO PAY THIS CITATION: (Do not send cash.)
1. Place your check or money order for $40.00 made payable to the Calvert County Sheriff's Office along with this form to:
Calvert County, MD
Automated Speed Enforcement
P.O. Box 9046
Hagerstown MD 21741-9046
2. Pay Online at www.ai360corp.com
3. Pay by Phone: 443 354 3068 and follow the system prompts.
See further instructions on the back of this citation.

Payment is considered an ADMISSION OF LIABILITY and waives your right to a hearing. Payment must be received on or before the due date.

☐ IF YOU WANT TO REQUEST A COURT HEARING:
Follow the instructions on the back of this form.

Speed Monitoring Citation Notice

PAYMENT OPTIONS

TO REQUEST A COURT DATE

TO REQUEST THE PRESENCE OF THE SPEED MONITORING SYSTEM OPERATOR

IF YOU WERE NOT THE DRIVER

STOLEN VEHICLE OR REGISTRATION PLATE

REQUESTS FOR ACCOMMODATION

QUESTIONS AND CONCERNS ABOUT THIS PROGRAM AND REQUESTS TO REVIEW CITATIONS FOR TECHNICAL ERRORS

FOR ALL OTHER QUESTIONS CONTACT

USE THIS FORM TO PAY

Calvert County, MD Automated Speed Enforcement
PO Box 9046
Hagerstown, MD 21741

USE THIS FORM TO REQUEST A COURT DATE

Calvert County, Maryland
PO Box 9046
Hagerstown, MD 21741

Figure 14: Front and Back of Speed Citation

Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741-5046

DELINQUENCY NOTICE
AUTOMATED SPEED MONITORING SYSTEM
☑§ 21-809 School Zone

DELINQUENCY NOTICE

Citation Number:	CC123456789	**Vehicle Tag:**	MD ABC123
Violation Date:	2/20/2024	**Violation Time:**	1:15:01 PM
Vehicle Speed:	68 mph	**Posted Speed:**	55 mph
Due Date:	05/25/2024	**Amount Due:**	$60.00
Location:	2500 Blk Solomons Island Rd S/B		

JOHN DOE
123 MAIN STREET
PRINCE FREDRICK, MD 20678

IMMEDIATE PAYMENT REQUIRED

Your vehicle was detected and recorded by radar exceeding the posted speed limit by at least 12 mph in violation of Maryland State Law, Transportation Article § 21-809. The vehicle noted above was photographed exceeding the posted speed limit at the place, date, and time specified.

On 3/17/2024, a Notice of Violation was mailed to you. You failed to respond by your due date of 4/16/2024 and a penalty of $20 has been added. Failure to pay or contest liability within the required time frame is considered an admission of liability and waives your right to a hearing.

FAILURE TO PAY THE TOTAL AMOUNT DUE AND ADDITIONAL FEES MAY RESULT IN THE REFUSAL BY THE MOTOR VEHICLE ADMINISTRATION TO REGISTER OR REREGISTER THE MOTOR VEHICLE.

Please remit payment immediately using one of the following payment options:

PAY BY WEB: Go to http://www.ip360ateg.com to pay via credit card (VISA/MC/Discover/AMEX).

PAY BY PHONE: Call **443-354-3068** and follow the automated prompts. Please have your citation number and credit card information ready.

PAY BY MAIL: Check or money order must be made payable to the **Calvert County Sheriff's Office**. Mail your payment and payment stub to: **Calvert County Automated Speed Enforcement, PO Box 5046, Hagerstown, MD 21741.** Include the citation number and vehicle tag number and state on your check or money order TO ENSURE PROPER CREDIT. **DO NOT SEND CASH.**

You can view full color images and pay online at:
www.ip360ateg.com
Citation #:CC123456789 **Pin #:1234**

If you have any questions, please contact Calvert County Automated Speed Enforcement Customer Service at 443-354-3068.

Send Check or Money Order Payable to: ***Calvert County Sheriff's Office*** *(Detach and return with payment by mail)*

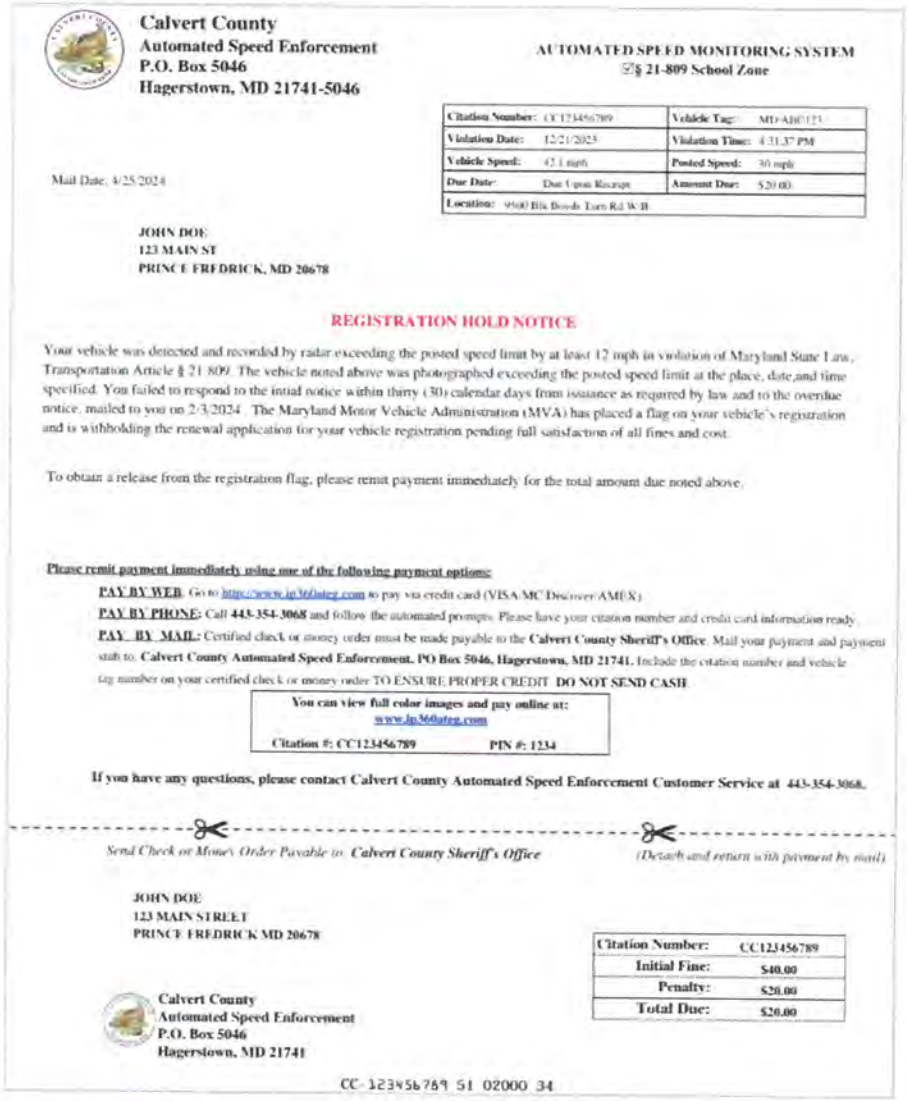
JOHN DOE
123 MAIN ST
PRINCE FREDERICK, MD 20678

Citation Number:	**CC123456789**
Initial Fine:	**$40.00**
Penalty:	**$20.00**
Total Due:	**$60.00**

Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741

CC-123456789 51 06000 32

Figure 15: Example Second Notice



Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741-5046

AUTOMATED SPEED MONITORING SYSTEM
☑ **§ 21-809 School Zone**

Citation Number:	CC123456789	**Vehicle Tag:**	MD ABC123
Violation Date:	12/21/2023	**Violation Time:**	4:31:37 PM
Vehicle Speed:	42 Limph	**Posted Speed:**	30 mph
Due Date:	Due Upon Receipt	**Amount Due:**	$20.00
Location:	9560 Blk Bowie Turn Rd W/B		

Mail Date: 4/25/2024

JOHN DOE
123 MAIN ST
PRINCE FREDRICK, MD 20678

REGISTRATION HOLD NOTICE

Your vehicle was detected and recorded by radar exceeding the posted speed limit by at least 12 mph in violation of Maryland State Law, Transportation Article § 21-809. The vehicle noted above was photographed exceeding the posted speed limit at the place, date,and time specified. You failed to respond to the initial notice within thirty (30) calendar days from issuance as required by law and to the overdue notice, mailed to you on 2/3/2024 . The Maryland Motor Vehicle Administration (MVA) has placed a flag on your vehicle's registration and is withholding the renewal application for your vehicle registration pending full satisfaction of all fines and cost.

To obtain a release from the registration flag, please remit payment immediately for the total amount due noted above.

Please remit payment immediately using one of the following payment options:

PAY BY WEB: Go to https://www.ip360ateg.com to pay via credit card (VISA/MC/Discover/AMEX).
PAY BY PHONE: Call **443-354-3068** and follow the automated prompts. Please have your citation number and credit card information ready.
PAY BY MAIL: Certified check or money order must be made payable to the **Calvert County Sheriff's Office**. Mail your payment and payment stub to, **Calvert County Automated Speed Enforcement, PO Box 5046, Hagerstown, MD 21741.** Include the citation number and vehicle tag number on your certified check or money order TO ENSURE PROPER CREDIT. **DO NOT SEND CASH**

You can view full color images and pay online at:
www.ip360ateg.com
Citation #: CC123456789 **PIN #: 1234**

If you have any questions, please contact Calvert County Automated Speed Enforcement Customer Service at 443-354-3068.

Send Check or Money Order Payable to: ***Calvert County Sheriff's Office*** *(Detach and return with payment by mail)*

JOHN DOE
123 MAIN STREET
PRINCE FREDRICK MD 20678

Citation Number:	**CC123456789**
Initial Fine:	**$40.00**
Penalty:	**$20.00**
Total Due:	**$20.00**

Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741

CC 123456789 51 02000 34

Figure 16: Flagging Notice

Altumint offers several options for violators to make payments, including:

- Credit Card payments on Altumint's e-commerce website (www.onlinecitationpayment.com). Altumint charges a fixed, nominal convenience fee for this payment method. This fee is clearly noted on the website.
- Payments via toll-free telephone number
- Check or money order mailed to the specified USPS lockbox on the citation

Reviewing and Approving Citations

After our team and AI reviews are completed, potential citations are put into the "red zone" queue for County Officials to review. When certain citations have not been reviewed within the allotted number of days per the County's business rules, a "red report" with the outstanding items is sent to the Police.



Figure 17: Police Queue Showing Events in the Red Zone

4.4.3 Citation Processing System

Provide a robust, fully web-enabled, and fully secure citation processing system including data processing, initial screening of data, prompt delivery of data to Calvert County Government for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet- based violation viewing capability.

Citation Processing



Figure 18: Vioview Citation Management Cycle

A potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by Vioview to the eventual payment or dismissal of the citation. Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).

After that, we perform a DMV lookup and second verification, matching the vehicle type with the photo images to ensure that the citation is associated with the correct car. 48 states and Washington D.C. registered owner lookups are requested through Nlets, the International Justice and Public Safety Network provider of the National Crime Information Center (NCIC) based in Phoenix, Arizona. Vehicle owner data requests are submitted to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

Altumint uses AI to add speed and accuracy to our violation process for speed, red light, and school bus stop arm.

Over the past ten years, we have achieved an overall registered owner lookup success rate of over 90% due to the quality of our back-office processes. Then, the citation is turned over to the County for review and approval.

Once the County approves a citation in Vioview, Altumint will execute a citation in accordance with Florida Code. This summons will include copies of the images the BlackHawk or RedHawk system captures. Violators will also be given a unique case number and pin to review the images and citations online. Altumint will work with the County to design the form these citations will follow.

Upon approval by the County-designated authority, the violations are issued to the address returned by the Nlets request process. Any subsequent notice is passed through a second step to verify that the original or nominated address is current. The address is checked against the National Change of Address database provided by the United States Postal Service. This allows Altumint to obtain the most recent address for vehicle owners needing to update their registered address. Our vehicle-registered owner information acquisition solution has proven successful and reliable for all our clients' programs.

Altumint's VioView system will track the date of the initial and second citation notices. The second notice date will be noted in the VioView system. Following this notice, Altumint will turn the citation over to the collections agency and provide the necessary documentation.

4.4.4 Citation Processing and Evidence Packages

Process all traffic citations and prepare evidence packages for court.

Altumint will continue to provide the County with turnkey adjudication processing service support. Our customer service representatives coordinate this process. Altumint coordinates the appeal hearings associated with protests of citations and collects and processes appeal hearing dispositions. We receive initial appeal requests and schedule appeal hearings for alleged violators using our Vioview Court Module.

Altumint provides the County with all supporting documentation materials needed for the court testimony, including:

- Large digital image of the first violation photograph
- Large digital image of the second violation photograph
- Digital image of the license plate
- Field service technician log indicating the good working order of the camera system at the time of the violation
- A court disposition sheet
- Any written correspondence received from the violator

- Any additional information requested by the court or its representative

Using the web-based Court Module of Vioview, our customer service staff can:

- Create & Schedule Hearing Dockets on Calendar
- Generate & Issue Hearing Notices
- Generate Paper Dockets
- Prepare Disposition Sheets
- Prepare Docket Summaries
- Search by Docket, Status, Citation, Date etc.

4.4.5 Customer Service

Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns that shall be available to citizens for support Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. The customer support center shall have a live representative available who is knowledgeable and able to assist with matters such as, but may not be limited to, citations, payments, hearing dates, or other such issues.

Altumint operates a toll-free and bilingual call center, providing an essential interface between each client's program and the public. Our call center software is a cloud-based solution from Five9. All our CSRs use Vioview to update all aspects of the violation in real-time while speaking with the violator.

Altumint is USA-based and operated.

Our Five9 CSR Platform enables:

- IVR messages
- Automatic queue callback
- Temporary storage of call recordings
- Exclusive 800 numbers

Our Customer Service Call Center uses the Vioview Financial Tracking System (FTS) to process payments received. Additionally, authorized users can access Vioview FTS to conduct audits of payments received, disbursements, and other information related to the program's financial aspects.

4.4.6 System Installation Tasks

Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed-upon sites by the Contractor and Calvert County Government. Contractor shall be diligent in following up with all entities involved in any approval or installation process to ensure that authorizations are proceeding in a timely manner.

Understood and agreed. Altumint has worked with over 20 jurisdictions in Maryland on design, engineering, permitting, and construction.



4.4.7 Public Awareness

Conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).

There is no other firm who has focused more on providing public information on photo enforcement this past year than Altumint. We believe in and have extensive experience with Public Education and Information focused on promoting public safety. We support our clients with campaigns adapted to their marketing and public relations goals and standards. We want to help your program significantly reduce violations, thus increasing public safety. We work with public relations firms to help our customers reach the driving public. We provide sample starting materials and a plan for our clients and are proud to share examples of their finished products below.



Figure 19: Flyers and Website Information

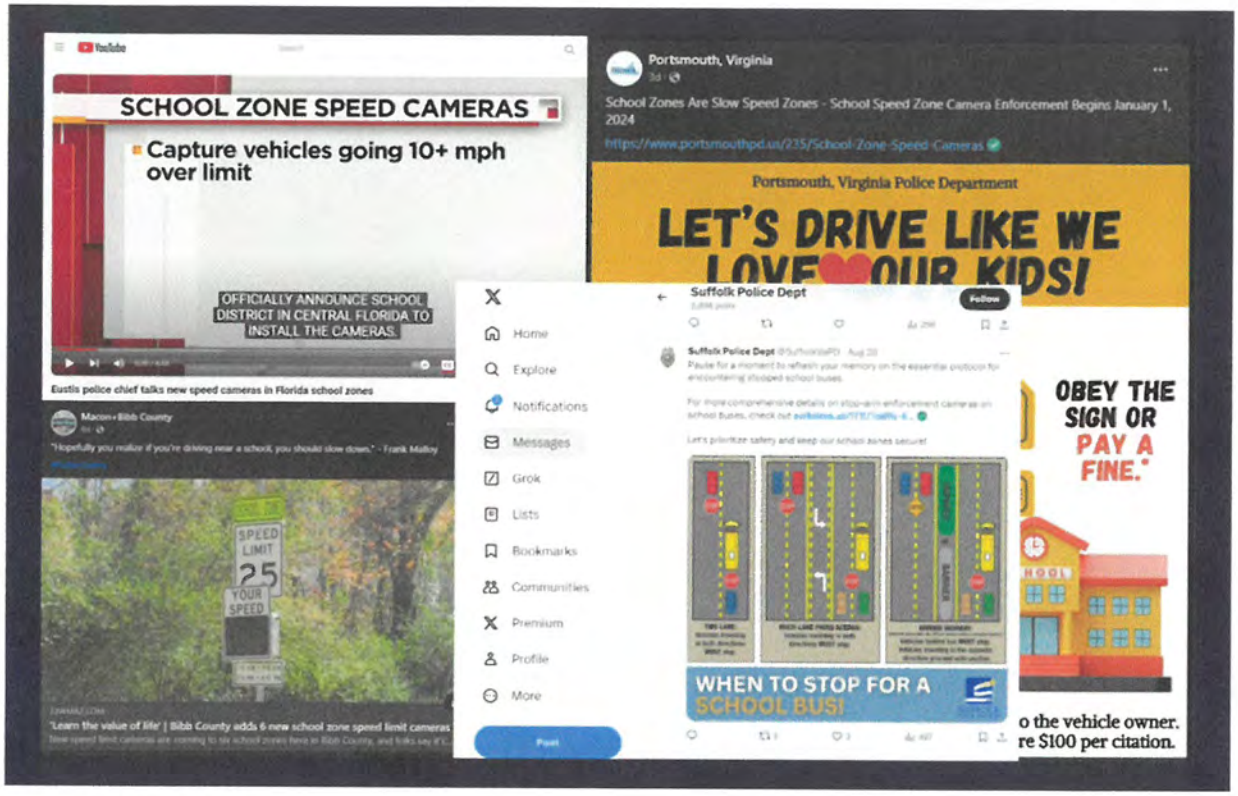


Figure 20: Social Media



Figure 21: Press Releases

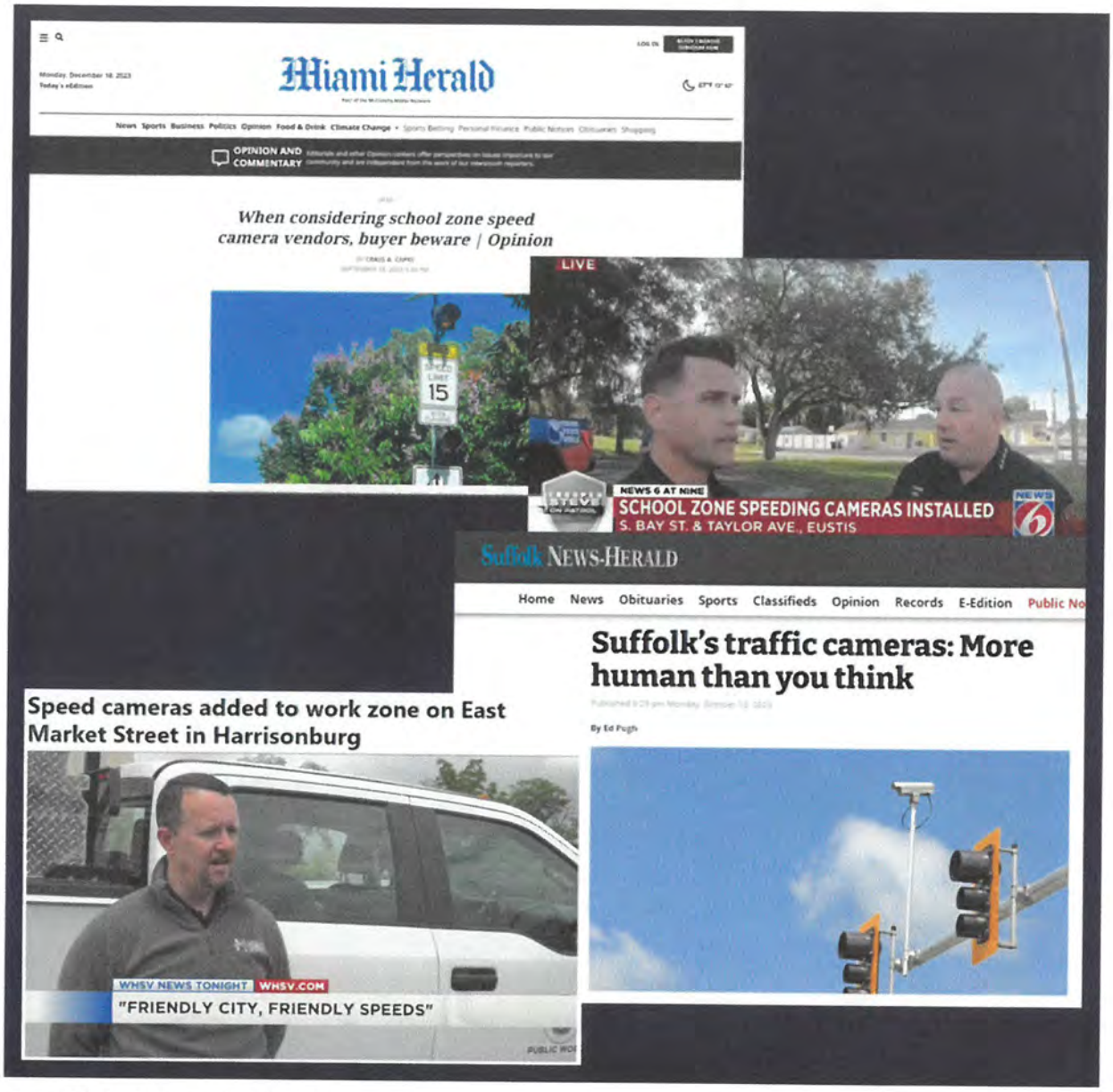


Figure 22: Assistance with Media Coverage

4.4.8 Training

Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system at no cost and as frequently as needed due to changes in staffing assignments.

Altumint builds its own proprietary enforcement systems and software and certifies our instructors. Our curriculum takes a practical, hands-on approach, teaching stakeholders what they need to know to do their jobs efficiently and effectively.

Our classes include an array of assets, frequently asked questions, procedural walkthroughs, and hands-on learning training. Altumint will work with you to develop a customized training plan and schedule. Below is a summary of the types of training we offer.

Table 1: Training Types

Training	Initial Training	Class Size	Follow-up Frequency
Police Officer/Approver	Before Warning Period	Up to 20	As Needed
Financial	During Warning Period	Up to 5	Monthly
Court	During Warning Period	Up to 20	Monthly
IT	Before Warning Period	Up to 5	As Needed

Below is an example of a training curriculum for those who approve citations:

Vioview Sheriff (Approver) Training Summary

Intended Audience: Those responsible for approving citations.

- Overview of the program
- Overview of citation processing
- Your role in citation processing
- The citation timeline
- What data is captured in a citation?
- Controllable versus uncontrollable reject reasons
- What is Vioview?
- Logging into Vioview
- Looking at the queue
- "Red" citations
- Reviewing a citation
- Next steps in the citation process

4.4.9 System Uptime

Be responsible for ensuring that both the ASE system and any web-based system for event review or payment acceptance is operating properly on a continuous basis.

Understood and compliant. Altumint will convert Calvert County's systems from solar to hardline power to provide better uptime.

4.4.10 Problem Resolution

Document any problems and fully remedy any problems within seventy-two (72) hours, including weekends and holidays. Provide Calvert County Government with notifications and updates when any ASE system has become inoperable during enforcement periods or when any web-based support system is not functioning.

Understood and agreed. Our modular camera systems allow us to replace parts quickly and within the seventy-two (72) hour window.



4.4.11 Resolution Due to Non-Operation

Provide a reasonable compensation resolution when equipment problems cannot be remedied within seventy-two (72) hours, causing Calvert County Government to be unable to enforce an ASE system during authorized enforcement periods.

Understood and agreed. We will compensate the County as appropriate. We will also introduce changes to the equipment and software used to optimize uptime.

4.4.12 Event Review

Provide a secure web-based system for event review.

Review process:

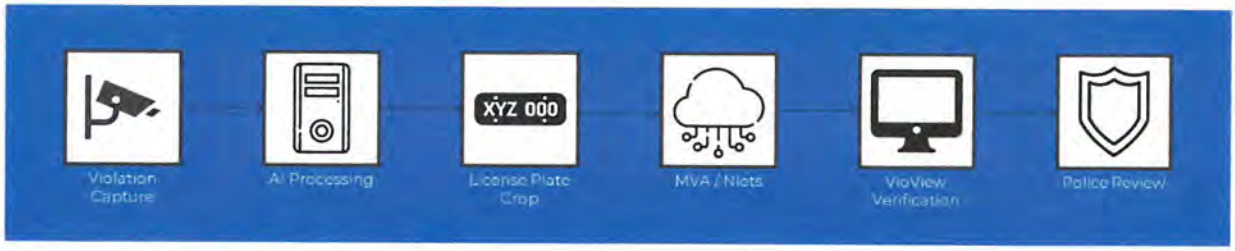


Figure 23: From Citation Capture to Police Review

A potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by Altumint's Vioview **web-based** software to the eventual payment or dismissal of the citation. Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).

Altumint uses AI to add speed and accuracy to our violation processing for speed, red light, and school bus stop arm.

Following plate identification, we perform a DMV lookup and second review, verifying the vehicle type with the photo images to ensure that the citation is associated with the correct vehicle. The registered owner lookups are requested through Nlets, the International Justice and Public Safety Network provider of the National Crime Information Center (NCIC). Altumint submits vehicle owner data requests to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

Next, the citation is turned over to the County for review and approval.

4.4.13 Citation Tracking and Auditing

Provide a secure web-based system for citation tracking that maintains the complete citation history and can be audited.

Understood and compliant. Altumint's Vioview system tracks violations from capture to payment, including notices, court hearings, and payments.

4.4.14 Payment Processing

Provide a secure payment processing system to accept payments by mail, telephone, or via the web.

We can accept payments through our lockbox (related information is in the section below), IVR (please refer to Proposal Section 4.4.5, Customer Service, for more details), or online payment portal.

Payment Portal

Altumint accepts payment for citations via credit card on our E-Commerce website. To authenticate, violators log into the payment website with the supplied citation number and PIN. Once logged in, the violator can review the violation video and/or images captured and the citation details. When the violator is ready to submit payment, they can click a button on the review page that takes them to a payment form for entering credit card and billing address information. When the form is complete, the transaction is submitted to the payment gateway for processing. The violator gets a response confirming the payment if the transaction is successful. The violator pays a clear, nominal fixed convenience fee for this payment method. Upon a successful transaction, the citation amount in the Vioview database is updated immediately to close out the citation, and the recipient is presented with the transaction receipt for printing.

Altumint's Vioview Client Portal is a secure, user-friendly web application where violators can view their violations online.

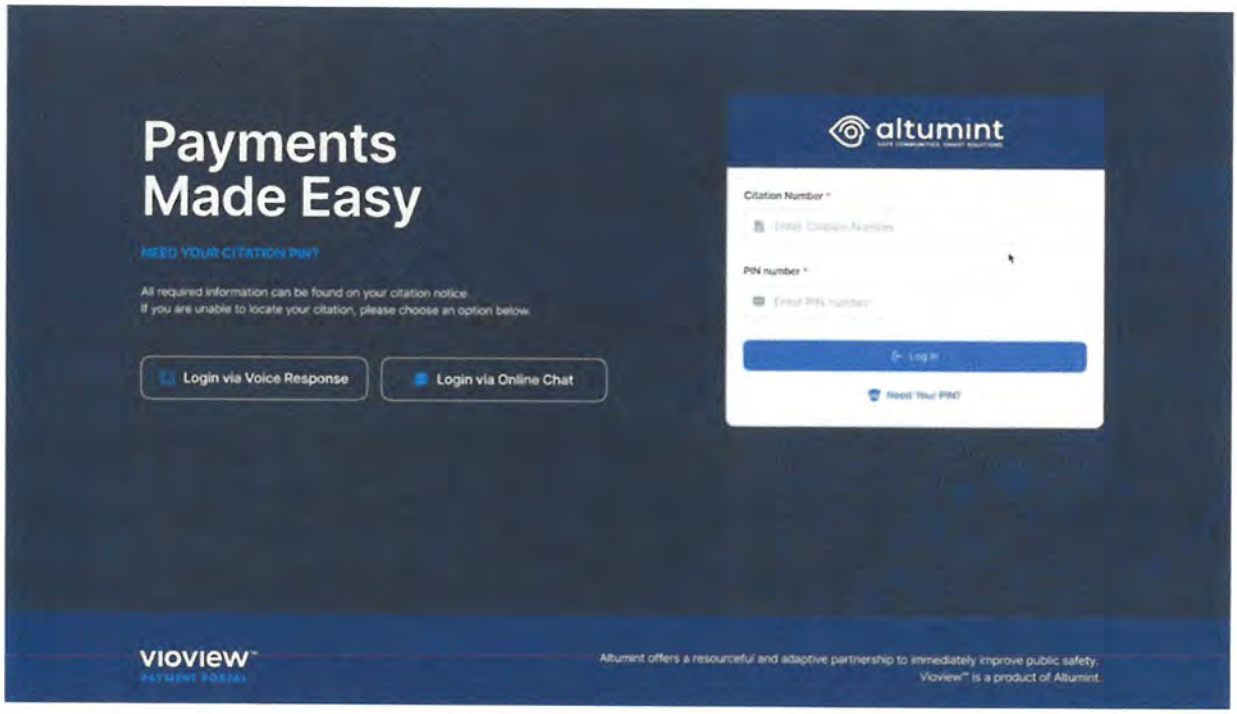


Figure 24: Online Website for Citizens

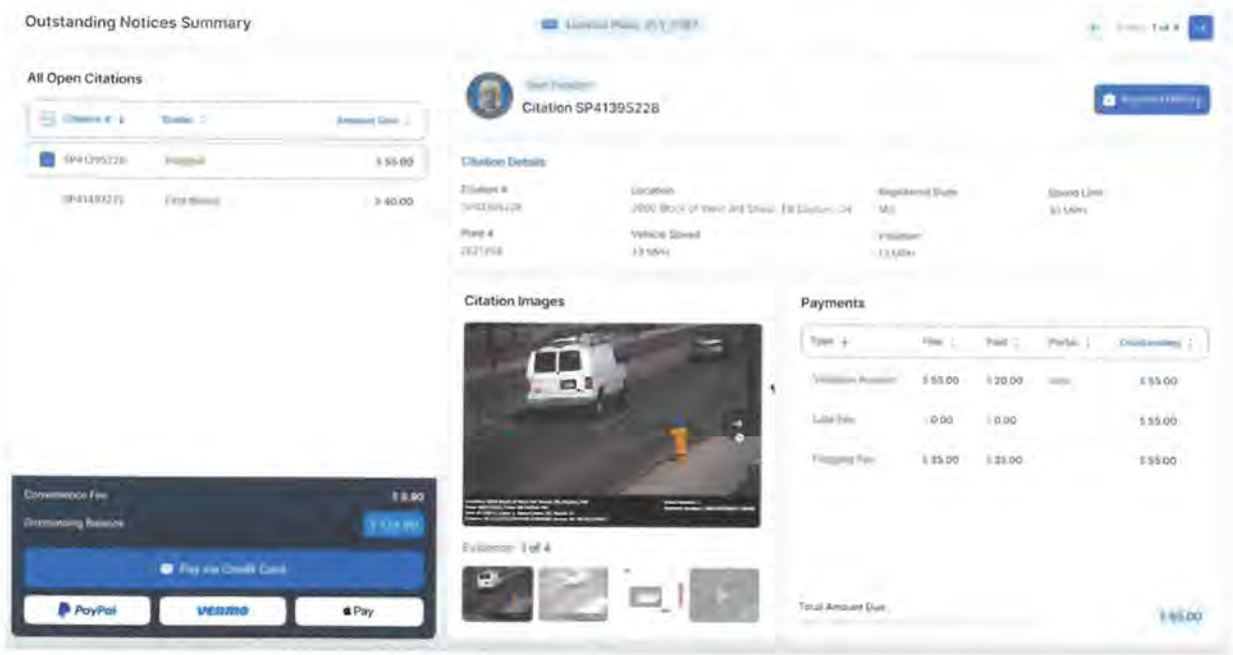


Figure 25: Citation Payment Screen

4.4.15 Payment Processing

Post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.

Altumint provides a lockbox service for payments and program correspondence. Violators can mail checks or money orders, along with the provided coupon printed on the bottom of the citation, to the Post Office Box. The lockbox processing center will receive material delivered by a bonded courier for processing every weekday.

One lockbox rule is verifying that the checks are written in US Dollars. At the lockbox processing check set level, both the scanned coupon and scanned check amount are displayed. If there's a variance in the amounts, processors manually enter the written check amount. The written (legal) amounts are applied if the dollar amounts differ from the written ones. Any amount is acceptable to allow for partial payments.

Once at the lockbox processing center, payments are electronically scanned and credited to the bank account. An electronic transaction file listing all payments processed for the day is encrypted and uploaded to a File Transfer Protocol server, which is available for Altumint to retrieve. An automated process initiated on the Altumint processing server downloads, decrypts, and processes the data to apply payments to the associated citations.

When the lockbox payments are processed, checks and correspondence are imaged. Check and document images are made available via a secure website provided by Capital One, our financial institution providing lockbox services to Altumint. An electronic transaction file listing all payments processed for the day is encrypted and uploaded to a File Transfer Protocol server, which is available for Altumint to retrieve. An automated process initiated on the Altumint processing server downloads, decrypts, and processes the data to apply payments to the associated citations.

Altumint manages the following service elements with accurate receipt, processing and updating of mail-in payments:

- Method for receipt of payments and database applications
- Ability to accept payments by source (cash, check, money order, or credit card)
- Ability to handle electronic reimbursement
- Verification of check amounts
- Daily batch reconciliation and file update
- Payment imaging
- Bonded courier service from lockbox pickup, from the Customer Service Center, from County locations and to the financial institution
- Accepting partial payments
- Return of payment process (i.e., fraudulent payments, second-party checks, etc.)
- Processing exception payments

4.4.16 Adjudication

Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings. When necessary and with proper notice, the Contractor shall provide a qualified expert representative to attend and provide Court testimony for initial citation hearings, at the Contractor's expense.

Our Court Module in Vioview provides all necessary functions and documentation to support the County in the case of a contested citation. Please refer to Proposal Section 4.4.4, Citation Processing and Evidence Packages, for more information on our Court Module. David Mostofi, our technology expert, will provide expert witness testimony when needed by the County.

4.4.17 Least Possible Interference

Conduct work to provide the least possible interference to the activities of Calvert County Government personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

We are committed to making your Automate Speed Enforcement program run with as little interference to the activities of your County as possible. As your incumbent, much of our infrastructure is already in place, minimizing interruption to County processes, personnel, and citizens.

4.4.18 Fixed Site Systems and Relocation

Provide fixed site leased camera systems that can be easily relocated to other established enforcement site locations.

Understood and agreed.



4.4.19 Ability to Be Relocated

Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within ten (10) calendar days as requested by Calvert County Government.

Understood and agreed.

4.4.20 Installation and Relocations

Provide all installation and relocations at no cost to Calvert County Government.

Understood and agreed. We will continue to work with the County to move the cameras.

4.4.21 Regulations

Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the Transportation Article of the Annotated Code of Maryland. Contractor shall remain familiar with all current and any updates to Federal and State laws and regulations governing the use of speed monitoring systems, so as to ensure Calvert County Government's continued compliance while utilizing Contractor's services.

Understood and compliant. We have worked with over 20 jurisdictions in Maryland to comply with relevant laws and regulations.

4.4.22 Locations

Ensure Calvert County Government has the final say on location(s) to place equipment.

Understood and agreed.

4.4.23 Required Reporting Data

Provide data necessary for the submission of any required reporting in a timely manner and assist Calvert County Government in the production of said reporting requirements.

Understood and agreed. Your program manager, Lindsey Akers, will continue to assist you in creating any reports needed to support your ASE program.

4.4.24 Cost Neutrality and Fees

4.4.24.1 Cost Neutrality

Agree that this ASE program shall remain cost neutral to Calvert County Government.

Understood and agreed.

4.4.24.2 Payment from Citation Fees

Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.

Understood and agreed.

4.4.24.3 Citation Fees Over/Under Monthly Lease Fee

During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment

for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.

During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.

Understood and agreed.

4.4.25 Business Rules

Calvert County Government and the Contractor shall establish business rules for the operation of this ASE program in accordance with Local, State, and Federal laws and regulations.

Understood and agreed.

4.4.26 Base Equipment

The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime – fair weather: (2) daytime – rain and snow; (3) nighttime – fair weather; and (4) night time – rain and snow.

Please see the following pages for sample images.

Systems should use a combination of high- resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

Understood and compliant. Altumint's system has a 4K color video camera with an auto aperture for violation capture. It has a resolution of 4096 X 2160 pixels and captures images at seven frames per second.



Daytime - fair conditions AND rain conditions



Figure 26: Daytime Fair Weather Images Across Four Lanes (Plates partially redacted for owner privacy)



Figure 27: Daytime Images in Wind and Rain

Nighttime - fair conditions, AND rain conditions

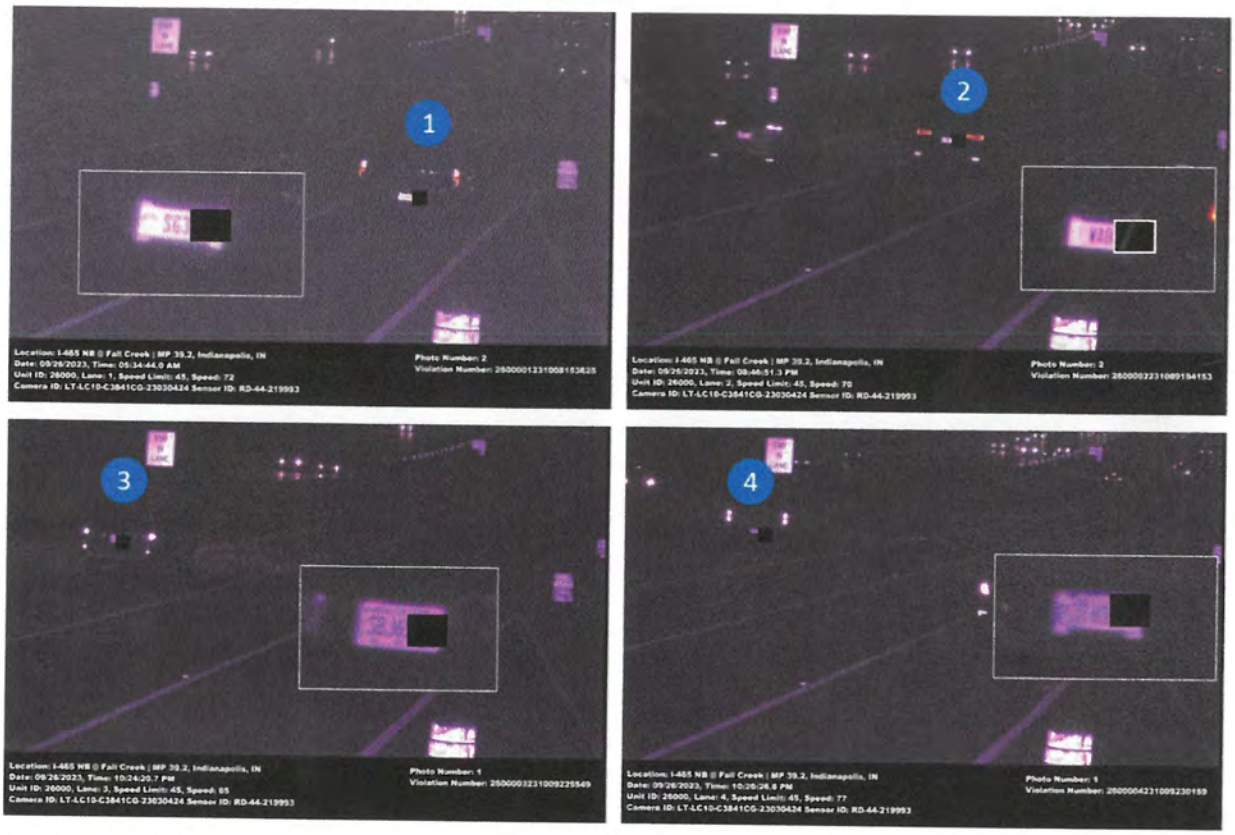


Figure 28: Nighttime Images Across Four Lanes (Fair Conditions)



Figure 29: Nighttime Rain Image

4.4.26.1 Time and Date Source

All camera system component operations shall be synchronized to a single, standard, independent, external, and verifiable time and date source.

Understood and compliant. Our systems run at least one self-check daily or upon starting or restarting the system. The system can be configured to run these self-checks at any interval to ensure system accuracy. We use GPS timing signal ticks (sent from GPS satellites that are accurate to 1/1,000,000 of a second). Using this tick, we verify that the sensor's internal clock (40KHz) is operating properly and within a tolerance of ~1HZ. If the system cannot "see" the GPS constellation (four satellites are needed for this process – normally, eight are visible at a time), it will disable enforcement until it can run a successful check of the system.

4.4.26.2 Violation Imprinting

The system shall imprint violation information on the image at the point-of- capture. Information specific to the violation shall include, but shall not be limited to: location, date, vehicle speed, and elapse time between images.

Understood and compliant. Please see the images above for an example of the data bar.

4.4.26.3 Module Design

The camera system shall be modular in construction to facilitate rapid installation and maintenance.

Understood and compliant. Our camera systems are modular, allowing us to replace parts quickly.

4.4.26.4 Power Source

The camera system may utilize battery, solar energy, or may require a dedicated power source to provide power to the system dependent upon the site location needs and at the discretion of Calvert County Government. Any system utilizing solar energy shall be adequately equipped in such a manner so as to provide continuous operation even in the event of adverse weather.

Understood and agreed. We will provide the County with a low-profile, aesthetically sleek, powder-coated steel cabinet or pole powered by 120 V-AC for each system.

4.4.26.5 Security of Violation Evidence

The camera system shall generate secure violation evidence that can be communicated and processed using Contractor's supplies or operated photo enforcement processing systems.

Altumint's network is protected by a National Information Assurance Partnership (NIAP)-validated firewall with a conformance claim of EAL4 to prevent unauthorized access to Altumint's data and all network components, and includes all forms of access, such as wireless, off-site, Internet, and others. Additionally, all web-based Altumint services are accessed through the "https" (HTTP over SSL with up to 256-bit encryption for supporting browsers) protocol. Events captured by automated enforcement systems are continuously transferred to Altumint's server through secure 4G LTE modems for review and processing.

4.4.26.6 Flexible Configuration

The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

Providing coverage for up to six (6) lanes of traffic, our BlackHawk cameras perform an unlimited number of consecutive and simultaneous violations. The radar speed detection system we use tracks all vehicles in the field of view and keeps a record of their progress. Our camera is aligned to cover the radar's field of view and images of all lanes enforced. There is no blackout or lost event waiting for the system to trigger if there is a simultaneous or consecutive event. We use a four- to five-second buffer to store images and then provide images for all speeding events detected. Our system can capture an unlimited number of consecutive and simultaneous violations. The radar speed detection system we use tracks all vehicles in the field of view and keeps a record of their progress. Our camera is aligned to cover the field of view of the radar and images all lanes enforced. If there is a simultaneous or consecutive event, there is no blackout or lost event waiting for the system to trigger. We use a four- to five-second buffer to store images and then can provide images for all speeding events detected.

4.4.26.7 Speed Measurement, Detection, and Photography

Camera system shall be capable of accurately measuring speeds, detecting speed limit violations, and photographing incidents.

Understood and compliant.

4.4.26.8 Operating Conditions

The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic. Equipment shall be capable of detecting simultaneous and consecutive violations with great accuracy so as to capture all vehicles travelling on roadway in excess of defined speeds and will be able to successfully submit those violations for approval review without being hindered by the volume of traffic or the proximity of violating vehicles to each other while travelling.

Understood and compliant. The BlackHawk radar sensor has up to a 100-degree FOV and a range of up to 1000 feet, covering up to six lanes of vehicle traffic.

4.4.26.9 Nighttime Vision

Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light.

Understood and compliant. We use infrared illuminators for lightning to avoid the dangerous distraction of flash.

4.4.26.10 Camera Operation

In order to minimize operator error, cameras shall be automated as much as possible with regard to set up, i.e., aperture settings, focusing, leveling, etc.

Understood and compliant.

4.4.26.11 Vandal- and Tamper-Resistance

The camera system shall be secure from vandalism or tampering.

Understood and compliant. Our polycarbonate enclosures are designed to be tamper-proof. The covers are extremely hard to break, and the associated hardware is also tamper-proof. The covers are also padlocked.

4.4.26.12 Quick Maintenance and Other Operations

The camera system enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Typical maintenance procedures shall be explained in technical proposal.

Understood and compliant.

Altumint's resources for maintenance and operations include field engineers and maintenance technicians who are properly authorized and trained to perform the required tasks. Additionally, Altumint maintains all documentation, certificates, and permissions related to the program, which are available to the County upon request. All enforcement systems have 4G LTE modems and remote login software to enable continuous access to all equipment and violation information. This monitoring system is both web- and email-based

and sends notifications/warnings in case of a system malfunction. Once a problem is identified, a technician logs in to the unit and can resolve the issue remotely in 90% of the cases.

Operations will deploy a maintenance technician or engineer immediately to the site. Development engineering resources will upgrade the system hardware and software throughout the contract's duration.

Each of Altumint's enforcement units has its own maintenance log that records information about the initial deployment and ongoing maintenance, including calibration certification and removal/redeployment.

Each unit's daily electronic log consists of the system operational "health check" certificates posted on Altumint's VioView web portal and accessible to the approving officer. These checks are automatically performed daily and must pass for enforcement to commence. They can also be run on demand and take approximately ten (10) seconds to complete.

The monthly maintenance report tracks the following:

- Maintenance performed
- System errors identified and resolved
- Hardware, software, or system upgrades

Our pre-emptive maintenance, repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems. A defective camera will be repaired or re-installed within twenty-four (24) hours of non-operation. Altumint will notify the County of camera or equipment malfunctions no more than one (1) hour after the malfunction has been discovered.

Maintenance tasks include:

- Daily
  - Camera & sensors checked remotely to verify nominal operation
- Monthly
  - Camera and sensor windows are cleaned
  - Replace IR flash/illumination unit if needed
  - Inspect mounting points
- Wipe down unit to remove dirt/grime
- Annually
  - Speed sensors replaced with freshly calibrated units, verified by a third party

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting for:

- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our systems are all designed and built in-house at our headquarters, helping us innovate quickly and respond rapidly to maintenance and repair requests.

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to

identify potential problems before they affect system operations, minimizing downtime to operational systems. Our systems have 4G LTE modems and remote login software.

Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

Each enforcement system's operational health is checked daily through a self-test. The systems will not enforce until they pass this internal self-check and operational system verification. This self-test can also be run on demand and takes approximately ten seconds. In the event of a malfunction, the system communicates error messages and records the date and time of a system shutdown.

4.4.26.13 Video

The Contractor shall provide a video component in conjunction with the digital camera system for verification purposes. The video shall attach a verification video segment to each speed limit violation and video component shall record continuously and be accessible for live view streaming. Video shall have date and time stamps that accurately reflect when recordings took place. Video component shall allow customizable segments to be saved. Each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for a minimum of thirty (30) calendar days.

Understood and agreed.

4.4.26.14 Speed Validation Methodology and Statistical Information

The Contractor shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. The Contractor shall explain in their technical submittal what program or system the Contractor uses to confirm the ongoing accuracy of the speed measurements.

Understood and agreed. We perform a daily self-test and calibration, along with a third-party verification of calibration yearly. Please see Section 4.4.26.17 for an example of that record.

4.4.26.15 ROW Installation

All ASE field equipment shall be installed in Calvert County's rights-of-ways with no encroachments onto private property. Calvert County Government reserves the right to expand on roadways with State rights-of-ways as permitting allows.

Understood and agreed.

4.4.26.16 Equipment Removal

At the conclusion of a contract term, upon termination of contract, or at any point that removal of equipment is necessary, the Contractor shall remove their equipment from enforcement sites in a manner that does not permanently disrupt or damage the grounds or other property in the vicinity of site.

Understood and agreed.



4.4.26.17 Daily Self-Test

System shall be capable of documenting daily self-tests and maintaining those daily function logs for review and inclusion with court packages.

Understood and compliant. Each enforcement system's operational health is checked daily through a self-test and the results are recorded.

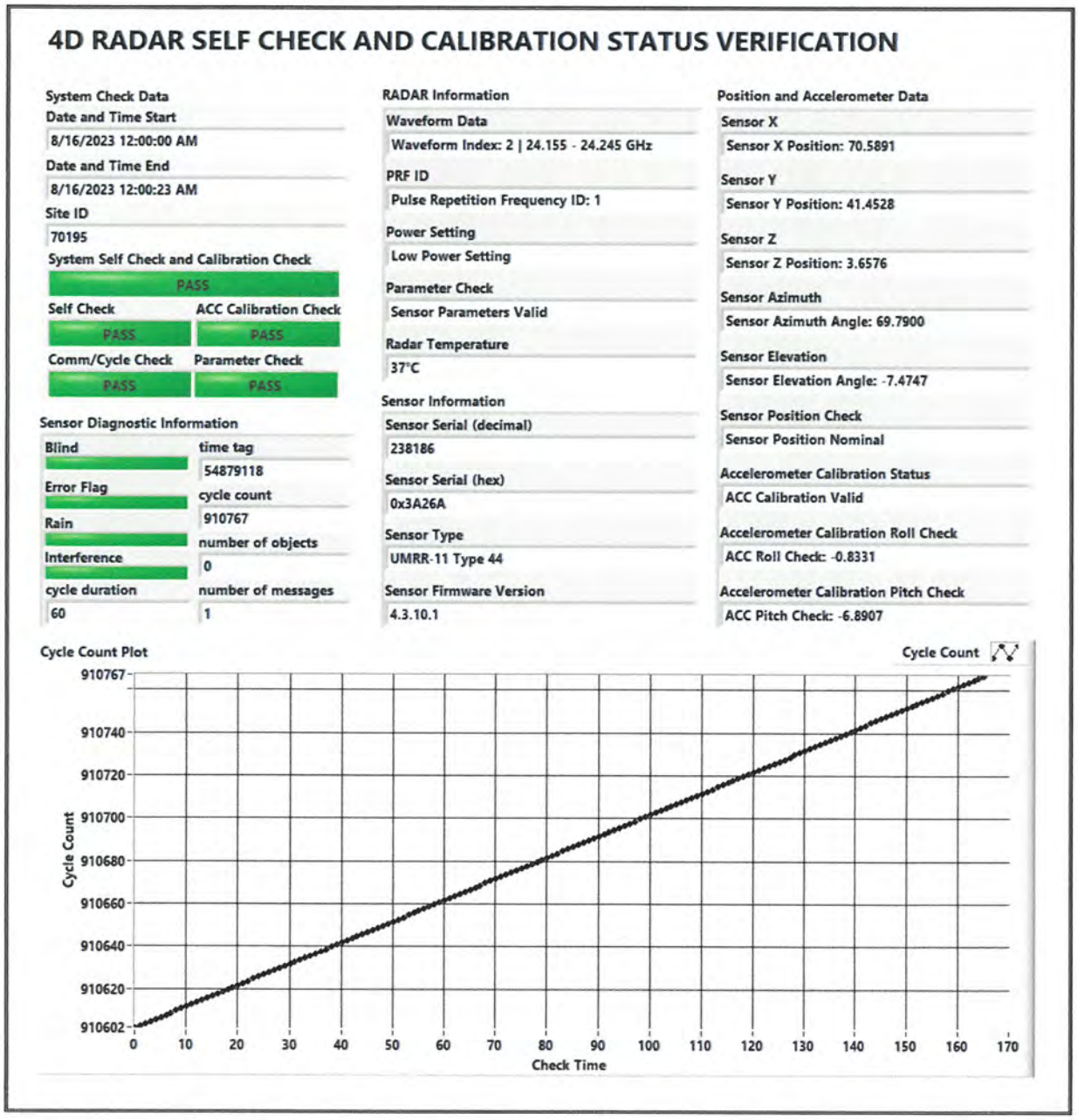


Figure 30: Altumint Self-Test

4.4.26.18 Enforcement Suspension and Resumption

System shall be capable of allowing Calvert County Government to immediately suspend enforcement at specified units for desired time periods independently of other ASE systems continuing with enforcement and to also allow Calvert County Government to immediately resume enforcement on any units that have been temporarily suspended.

Understood and agreed.

4.4.26.19 Readouts and Accuracy Tolerance

The equipment shall provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.

Understood and compliant.

4.4.26.20 Camera Unit Housing

Camera unit housing shall have the following features:

- *Sealed to be weather, dust, water, and spray resistant;*
- *Securely lockable;*
- *Vandal and tamperproof; and*
- *All glass openings must be bullet resistant.*

Understood and compliant.

4.5 Confidentiality

Information obtained regarding citizens shall be confidential and no information shall be disseminated unless required under the terms of the Contract. Calvert County Government or its designee shall have access to all records.

Understood and agreed.

5 Additional Information

5.1 Independence

The Contractor shall provide an affirmative statement that it is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

Altumint is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Contractor shall also provide an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

Altumint is an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

The Contractor shall also list and describe their professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

Altumint has no professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years which would constitute a conflict of interest.

In addition, the Contractor shall give Calvert County Government written notice of any professional relationships entered into during the period of this Contract.

Understood and agreed.

5.2 Joint Venture/Consortium

If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Contractor shall be noted.

Altumint is not a joint venture or consortium.

5.4 References

At least three (3) references of similar size and scope completed for other entities. Indicate location and length of service for each account.

Reference shall include the business name, dates, and deliverables, for whom the project was completed, contact name, address, telephone number, and email address.

CITY OF SUFFOLK, VIRGINIA

Contract Start Date: 2023

Contact: Major Cassandra Garvin
111 Henley Place, Suffolk, VA 23434
757.514.7910
cgarvin@suffolkva.us

Through a competitive RFP process, the City of Suffolk awarded Altumint the Automated Road Safety Camera Enforcement program in 2023. The City required an initial scope of ninety-six (96) school bus stop arm, photo speed, and red-light systems. These enforcement systems are installed on either FHWA-approved aluminum breakaway base poles or on our self-powered portable diesel or solar trailer platform. The fixed pole installations required working with the City for right-of-way permits. Site surveys were conducted, and permits were acquired by working with an MBE local electrical contractor to ensure proper pole and power installations.

The BlackHawk and RedHawk photo enforcement systems have 4K video cameras, IR illuminators, and a weatherproof enclosure for the PC, 4G LTE modem, web relays, and power supplies, all attached to short spreader bars or to the pole with simple band clamps. We were able to deploy the first 49 sites within 120 days. During the initial rollout, we trained ten police officers on our Vioview secure cloud-based violation processing software.

MACON-BIBB COUNTY, GEORGIA

Start Date: 2022

Contact: Major Brad Wolfe
668 Oglethorpe St.
Macon, GA 31201
478.621.5609
bwolf@maconbibb.us

Macon-Bibb has 24 cameras, which went live in two phases. Depending on the results of a city council meeting and local election, additional cameras are tentatively planned. Since its inception, the program has resulted in over 90,000 citations and approximately $5M in revenue.

CITY OF COLLEGE PARK, MARYLAND

Start Date: 2010

Contact:

Public Services Director
Jatinder Khokhar
8400 Baltimore Avenue, Suite 340
College Park, MD 20740
240.487.5371
jkhokhar@collegeparkmd.gov

The City of College Park, home to the University of Maryland, is in Prince George's County, Maryland. The Town has a population of approximately 72,000 when school is in session. Altumint provides fixed pole and portable photo speed cameras at 11 locations across the City.

5.5 Additional Information

This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.

No additional information to include.

5.6 SDAT Certificate of Good Standing

If a corporation, certification that the Contractor is in good standing with the SDAT and that corporate charter has not been revoked or forfeited.

STATE OF MARYLAND
Department of Assessments and Taxation

I, DANIEL K. PHILLIPS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATIONS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE, AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT ALTUMINT, INC. (D19844653), INCORPORATED AUGUST 01, 2019, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 30, 2024.

Daniel K. Phillips
Director

700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: AbfQRPPZAUS4nKV5bKIhQA
To verify the Authentication Code, visit http://dat.maryland.gov/verify

5.7 Identification of Anticipated Potential Problems

The proposal shall identify and describe any potential problems, the Contractor's approach to resolving problems, and any special assistance which may be requested from Calvert County Government.

In a program of this complexity and duration, issues can arise. We value our relationship as a trusted vendor to Calvert County and will work hard to maintain that trust.

During the installation of the new equipment, we monitor and anticipate possibly needing to address the following problems:

Table 2: Potential Installation Challenges

Task	Potential Problem	Mitigation
Site Survey for New Sites	Weather	Plan site walks based on forecasts beforehand.
Site & Sign Map County Approval	Revisions requested by the County	Actively work with County Project Manager to deliver approved maps.
Photo Speed System Builds	Supply chain material sourcing	Order materials in advance and have additional materials in stock.
Photo Speed Permit Approval Process	Permits rejected.	Work with County before submitting permits to ensure all documentation is accurate and is included when submitted.
Photo Speed System Installation	Weather, traffic, staffing	Plan work based on weather forecasts. Work with public works, the police department, and DOT to have a lane blocked off if needed, plan the technician schedule in advance to ensure availability.

During the program itself, we promote rapid resolution of any issues through:

- Using our Program Manager as the central point of contact for any issues as they arise
- Monitoring our equipment and having the ability to fix over 90% of problems found remotely
- Establishing a regular cadence of reporting and feedback on program health

While Lindsey Akers, as our program manager, would be the first point of contact, we encourage the County to reach out to any of our leadership if needed to raise issues or share ideas for improvement.

AGREEMENT

This Agreement made this **28th** day of **June** in the year **2024**, by and between

Altumint, Inc.
4600 Forbes Boulevard
Suite 203
Lanham, Maryland 20706

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County, Maryland.

WHEREAS, the contract for **2024-049**
Automated Speed Enforcement System

at the pricing as submitted on page 4 subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS
PRICE PROPOSAL
GENERAL TERMS AND CONDITIONS
SPECIFICATIONS
NON-COLLUSION CERTIFICATE
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
QUESTIONS AND ANSWERS/CLARIFICATION NO. 1
QUESTIONS AND ANSWERS/CLARIFICATION NO. 2
ADDENDUM NO. 1
CONTRACTOR'S TECHNICAL PROPOSAL
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County, Maryland that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County, Maryland does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply

with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Altumint, Inc.** and the Board of County Commissioners of Calvert County, Maryland has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME **Altumint, Inc.**

AUTHORIZED CONTRACT REPRESENTATIVE _____ C.E.O.
Hally Cooper SIGNATURE TITLE

WITNESS _____

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY _____ Julian M. Willis _____ (SEAL)

WITNESS _____

APPROVED FOR LEGAL SUFFICIENCY ON 7/22/2024
BY:

Pamela R. Lucas, Deputy
CALVERT COUNTY GOVERNMENT ATTORNEY
Authorized by Res. 29-23

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of a Resolution: Monthly Speed Camera Collections Services

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion_-_Resolution_-_Monthly_Speed_Camera_Collection_Services.pdf	Motion and Resolution - Monthly Speed Camera Contract - Collections
Speed_Camera_Contract_Renewals.pdf	Memos and Resolutions - Speed Camera Contracts

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Approval of a Resolution: Monthly Speed Camera Collections Services**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	X
Other	_____

MOTION: I hereby move for the Mayor and Council approval of a resolution to renew the speed camera collections services contract with Altumint for a period of 1 year and unless the City gives 90 days written notice prior to the conclusion of the current term, shall automatically renew for a period of one (1) year, for a total of four (4) renewal years.

DATE OF INTRODUCTION: N/A
DATE OF PASSAGE: July 22, 2025
EFFECTIVE DATE: July 22, 2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION TO APPROVE
THE EXECUTION AND DELIVERY
OF A CONTRACT WITH
ALTUMINT, INC.
FOR THE PURPOSES OF
PROVIDING COLLECTIONS SERVICES
RELATING TO THE CITY'S
AUTOMATED SPEED ENFORCEMENT SYSTEM
AGREEMENT**

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint are parties to Collections Contract dated April 23, 2025 ("Collections Contract");

WHEREAS, the Agreement and Collections Contract both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS**,** attached hereto and incorporated herein is a Contract for Collection Services as to Delinquent Accounts between the City and Altumint. The Contract for Collection Services as to Delinquent Accounts is effective for a one-year period beginning on June 1, 2025 and ending on May 31, 2026, and shall terminate contemporaneously with the ASE Contract between the parties.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Contract for Collection Services as to Delinquent Accounts between the City and Altumint, a copy of which is attached hereto, and 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

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQENT ACCOUNTS

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this _____ day of _____, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
C. For payments received by either party as to any delinquent accounts:
    a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
    b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.

B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

IV. PROCEDURE AND REFUNDS

A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.

B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.

C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.	CITY OF HAGERSTOWN, MARYLAND
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Re: Renewal of Contract - Monthly Speed Camera Charges

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract with Altumint for the purpose of providing an automated speed enforcement system at a cost of $3,499 per month for up to twelve (12) speed enforcement systems.

CITY OF HAGERSTOWN
MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

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

July 9, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, PJK
Chief of Police

Re: Renewal of Contract - Monthly Speed Camera Collections Services

---

The Hagerstown Police Department is seeking Mayor & Council approval to renew the contract to approve the execution and delivery of a contract with Altumint for the purpose of providing collections services relating to the City's Automated Speed Enforcement System.

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF AN AGREEMENT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING AN AUTOMATED SPEED ENFORCEMENT SYSTEM

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint were parties to Collections Agreement dated April 23, 2025 ("Collections Agreement");

WHEREAS, the Agreement and Collections Agreement both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new ASE Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, the new ASE Agreement contains, among others, the following provisions: it is cost-neutral, meaning that it is completely paid for by the fees paid by the violators and can be terminated if the City determines that it is in the City's best interests or if funds to operate the ASE System are no longer available or have been exhausted;

WHEREAS, attached hereto and incorporated herein is a new ASE Agreement between the City and Altumint for the continued operation and other support relating to the ASE System in the City.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the ASE Agreement between the City and Altumint, a copy of which is attached hereto, and 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:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2025, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 ("the City") and Altumint, Inc. , a Maryland corporation, with its principal place of business located at4600 Forbes Boulevard, Suite 203, Lanham, Maryland 20706 (the "Contractor").

RECITALS

WHEREAS, in or about 2024, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM, with a due date of May 3, 2024; and

WHEREAS, after completing its formal purchasing process, on or about June 28, 2024, Calvert County awarded the contract for an automated speed enforcement system to Contractor and entered into a contract with Contractor for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Notice to Contractors Request for Proposal RFP Number – Purch 2024-049; (2) Price Proposal; (3) General Terms and Conditions; (4) Specifications; (5) Non-Collusion Certificate; (6) Anti-Bribery Affirmation and Affidavit of Qualification to Bid; (7) Questions and Answers/Clarification No. 1; (8) Questions and Answers/Clarification No. 2; (9) Addendum No. 1; (10) Contractor's Technical Proposal ; and (11) Agreement between Calvert County and Contractor dated June 28, 2024; and

WHEREAS, the Calvert County Contract provides that Contractor will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system for the City; and

WHEREAS, Contractor has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Contractor to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about April 23, 2025, the City and the Contractor entered into an Extension of Agreement for speed camera enforcement, the terms of which the parties desire to terminate, contemporaneously with the effective date of this Agreement, except as to the remaining obligations set forth in Paragraph 17, below.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

1. Recitals Incorporated. The above Recitals are incorporated into this Agreement as operative provisions hereof.

2. Services Provided. Contractor shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof, *below*.

Contractor agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

3. Fees. The City hereby agrees to pay Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the following sums:

FOR EACH AUTOMATED SPEED ENFORCEMENT SYSTEM THAT IS IN OPERATION: $3,499.00 per month

For up to twelve (12) speed enforcement systems. **Until such time as all of the City's speed enforcement systems have been upgraded to the new system, fees shall remain at $2800 per speed enforcement system**. Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Contractor shall also:

- Mail of up to three (3) notices per violation (including late notices):
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown, Maryland, 1 East Franklin Street, Hagerstown, Maryland 21740. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described in the Calvert County Contract .

4. Term. The term of this contract shall be for a period of one (1) year commencing at 12:00 a.m. June 1, 2025 ("the Effective Date") and terminating at 11:59 p.m. on May 31, 2026. At the option of either party, the term of this Agreement may be extended for up to three (3) additional one-year periods under the same terms and conditions set forth herein. If a party desires not to extend this Agreement, it shall so advise the other party not less than ninety (90) days prior to the end of the initial term of this Agreement or any subsequent term. Notwithstanding any other provisions of this Paragraph 4, the City shall have the right to terminate the Agreement if it determines that doing so is in the best interests of the City (as set forth in the Calvert County Contract) or if funds are no longer available or have been exhausted (as set forth in the Calvert County Contract.)

5. Contract Documents. The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

(1) **All documents comprising the Calvert County Contract, Exhibit A hereto; and**

(2) Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto.

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City's Chief of Police or his designee. Contractor represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced. Contractor further agrees to perform the Services in accordance with Maryland law, and that no late fees shall be assessed to any violators.

6. Conflict between documents. In the event of a conflict between this Contract and any of the Calvert County Contract documents, the terms of this Contract shall prevail.

7. Ethics. The person executing this Agreement on behalf of the Contractor certifies that he understands and shall abide by the provisions of the City Charter and the City's Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

8. Notices. This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or (c) by electronic mail or (d) by U.S. mail, postage prepaid, certified mail return receipt requested, addressed as follows, unless otherwise directed by a City or Contractor:

To the City:
Scott A. Nicewarner
City Administrator
The City of Hagerstown
One East Franklin Street
Hagerstown, Maryland 21740
snicewarner@Hagerstownmd.org
FAX: 301/790-3424

With a copy to:
Jason Morton
SALVATORE & MORTON, LLC
82 West Washington Street, Suite 100
Hagerstown, Maryland 21740
jmorton@salvatoremorton.com
FAX: 301/797-6065

To Contractor:
Altumint, Inc.
Attn: Mr. Michael Phelan
Manager of Strategic Accounts
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

9. Doing Business in Maryland. Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

10. Record Retention, Audits and Inspections. The Contractor shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Contractor shall permit the City to have access to any and records, including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

11. Insurance. Contractor shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

12. Liquidated damages. Contractor shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Contractor shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

12. Refunds. N/A.

13. Radar Maintenance. The Contractor shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the Contractor, and written documentation will be sent to the City. This laboratory will not change unless the City is notified in writing.

14. Warranties. Contractor represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

15. Severability. If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

16. Speed Camera Enforcement dated April 23, 2025. The parties agree that upon the Effective Date of this Agreement, the Extension of Agreement dated April 23, 2025 between the parties shall

be of no further force and effect; however, the City shall pay any fees due to Contractor due as of the Effective Date of this Agreement. In addition, the City shall receive any payments due to it under the Extension of Agreementas of the Effective Date.

17. Governing Law. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commended exclusively in the state courts in Washington County, State of Maryland.

18. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

ATTEST:

_____

ALTUMINT, INC.

BY: _____
Michael Phelan

_____
Director of Strategic Accounts
Address:
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706
michael.phelan@altumint.com

ATTEST:

_____
Donna Spickler, City Clerk

CITY OF HAGERSTOWN

BY: _____
Name: William B. McIntire
Title: Mayor

CITY OF HAGERSTOWN, MARYLAND

A RESOLUTION TO APPROVE THE EXECUTION AND DELIVERY OF A CONTRACT WITH ALTUMINT, INC. FOR THE PURPOSES OF PROVIDING COLLECTIONS SERVICES RELATING TO THE CITY'S AUTOMATED SPEED ENFORCEMENT SYSTEM AGREEMENT

RECITALS

WHEREAS, Maryland Transportation Code Ann. §21-809 ("the Code") authorizes the use of an automated speed enforcement monitoring system ("ASE System"); and

WHEREAS, the Mayor and City Council of the City of Hagerstown, hereinafter referred to as "the City," believe it is in the best interest for the safety of its citizens that an ASE System continue to be implemented within the City of Hagerstown, in accordance with the Code;

WHEREAS, Altumint, Inc. ("Altumint"), a corporation organized and existing under the laws of the State of Maryland and with its principal place of business in the State of Maryland, installs, operates, and provides technical and other support services for ASE Systems in Maryland;

WHEREAS, the City and Altumint are parties to an Extension of Agreement for Installation and Operation of Speed Camera Enforcement System dated April 23, 2025 ("Extension Agreement");

WHEREAS, the City and Altumint are parties to Collections Contract dated April 23, 2025 ("Collections Contract");

WHEREAS, the Agreement and Collections Contract both expire June 1, 2025;

WHEREAS, Altumint and the Board of Commissioners of Calvert County, Maryland are parties to a certain ASE Agreement was awarded in 2024 pursuant to a competitive bid process in in accordance with Calvert County's Procurement Process ("Calvert County/Altumint Agreement");

WHEREAS, the City and Altumint wish to enter into a new ASE Agreement and a new Collections Contract for the period from June 1, 2025 through May 31, 2025, with the possibility for three (3) one-year extensions thereafter. The new Agreement will incorporate the terms of the Calvert County/Altumint Agreement, except as noted therein;

WHEREAS, attached hereto and incorporated herein is a Contract for Collection Services as to Delinquent Accounts between the City and Altumint. The Contract for Collection Services as to Delinquent Accounts is effective for a one-year period beginning on June 1, 2025 and ending on May 31, 2026, and shall terminate contemporaneously with the ASE Contract between the parties.

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 aforegoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Contract for Collection Services as to Delinquent Accounts between the City and Altumint, a copy of which is attached hereto, and 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

_____
Donna K. Spickler, City Clerk

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

By:_____
William B. McIntire, Mayor

Date of Introduction: July 22, 2025
Date of Passage: July 22, 2025
Effective Date: July 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

CITY OF HAGERSTOWN, MARYLAND
CONTRACT FOR COLLECTION SERVICES
AS TO DELINQENT ACCOUNTS

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and ALTUMINT, INC. (hereinafter "ALTUMINT" or the "CONTRACTOR") is made effective as of this _____ day of _____, 2025 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under a written agreement known as "Extension of Agreement," with an effective date of April 23, 2025 (hereinafter "Collections Contract"); and

WHEREAS, the parties are terminating the Collections Contract as of the Effective Date of this Contract, and City desires for the Contractor to provide collection services as to delinquent accounts under a new written Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

II. COMPENSATION AND ACCOUNTING

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
C. For payments received by either party as to any delinquent accounts:
    a. For automated speed enforcement citations, issued prior to January 1, 2023, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
    b. For automated speed enforcement citations issued on or after January 1, 2023 the Contractor shall be compensated twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

A. This Contract shall have a term beginning on the Effective Date set forth above and terminating contemporaneously with the Agreement. In addition, unless the City gives 90 days' written notice prior to the conclusion of the current term, this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term, for up to a total of four (4) renewal years.

B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.

IV. PROCEDURE AND REFUNDS

A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.

B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.

C. If the City notifies Contractor that if it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the City as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify City, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify City from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the City as a result of any of Contractor's violation of the Debt Collection Laws.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the City.

SIGNATURES

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

ALTUMINT, INC.	CITY OF HAGERSTOWN, MARYLAND
By: _____ (Authorized Signature)	By: _____ (Authorized Signature)
Title: _____	Title: _____
Name: _____	Name: _____
Date: _____	Date: _____

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

Schedule A

1. Load debt to collections system.
2. Send collection notification letters.
3. Skip trace for new addresses or phone numbers, as needed.
4. Send collection letters, as needed.
5. Make outbound calls, as needed.
6. Receive and report all payments.
7. Receive and record disputes by mail or otherwise and forward to the City.
8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by City)

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of the Annual Bay Restoration Fund Grant Application

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MOTION_BAY_FUND_GRANT_APPLICATION_26.doc	MOTION BNR ENR O&M GRANT FY26
MEMO_BNR-ENR_O_M_GRANT_FY26.docx	MEMO BNR ENR O&M GRANT FY26
O_M_GRANT_APPLICATION_07222025.pdf	MDE O&M GRANT APPLICATION

REQUIRED MOTION

MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

DATE: **July 22, 2025**

TOPIC: Engineering and Capital Projects Program: Bay Restoration Fund Grant Application for Enhanced Nutrient Removal Operation and Maintenance

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	X

MOTION: I hereby move for Mayor and City Council approval of the Bay Restoration Fund Grant Application for Engineering and Capital Projects for Enhanced Nutrient Removal Operation and Maintenance. Funding will be used for Enhanced Nutrient Removal improvement projects identified in the FY26 CIP and Operating Budget to help ensure compliance with the City's NPDES nutrient load requirements for nitrogen and phosphorus.

DATE OF INTRODUCTION: 07/22/2025
DATE OF PASSAGE: 07/22/2025
EFFECTIVE DATE: 07/22/2025

CITY OF HAGERSTOWN, MARYLAND

Utilities Department
1 Clean Water Circle • Hagerstown, MD 21740
Telephone: 301-739-8577, ext. 650
Website: www.hagerstownmd.org

July 15, 2025

To: Scott Nicewarner, City Administrator

From: Nancy Hausrath, Director of Utilities

Subject: Engineering and Capital Projects Program:
Bay Restoration Fund Grant Application
Enhanced Nutrient Removal Operation and Maintenance Projects

Staff received notification from Maryland Department regarding the availability of the above referenced grant. Please find attached the completed Grant Application.

The City has received the following grant funds beginning in 2018:

2018: $240,000
2019: $240,000
2020: $240,000
2021: $405,781
2022: $440,067
2023: $319,553
2024: $314,239

As you are aware, all customers served by the City are required pay the Bay Restoration Fee which is collected by the City and remitted to the State. This grant program returns a portion of the Bay Restoration Fees to Hagerstown wastewater customers.

As always, staff is available to provided clarification as may be needed.

ENGINEERING AND CAPITAL PROJECTS PROGRAM
BAY RESTORATION FUND GRANT APPLICATION
FOR ENHANCED NUTRIENT REMOVAL OPERATION AND MAINTENANCE

General Information: **Individual forms must be fully completed for each facility in operation with Enhanced Nutrient Removal treatment technology.**

Facility Name:_____

Facility Location/County:_____

Applicant Name:_____

Address:_____

Congressional District:_____ **Legislative District:**_____

Contact Person/Title:_____

Contact Address:_____

Phone #:_____ **Fax #:**_____

E-mail:_____

The following questions will be used to determine the facilities eligibility for this grant:

1. Do the customers of this wastewater facility pay the BRF fee?

   _____ Yes _____ No

2. Are you operating the enhanced nutrient removal facility in a manner that optimizes the nutrient removal capability of the facility in order to achieve enhanced nutrient removal (ENR) performance levels, thereby making best efforts to achieve 3 mg/l total nitrogen and 0.3 mg/l total phosphorus in wastewater effluent concentration?

   _____ Yes _____ No

3. During the last calendar year, what was the monthly and annual average for your facility's effluent concentrations for total nitrogen as N (TN) and total phosphorus as P (TP)?

Month	TN (mg/l)	TP (mg/l)
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		

Annual Average: TN =_____ mg/l TP =_____ mg/l Flow = _____ MGD

NPDES Permit No.: MD_____

ADDITIONAL GRANTS FOR ENR OUTPERFORMANCE:

The Department may offer additional operation and maintenance grants for facilities achieving better than Enhanced Nutrient Removal based on the additional load reductions achieved due to the outperformance. The applicant may request to withhold any additional load reduction (in full or in part) from receiving the additional grants in order be used instead for trading, Clean Water Commerce Act or any other purpose.

Withhold the following:

_____ All additional nitrogen reduction _____ All additional phosphorus reduction

OR

_____ Pounds of nitrogen _____ Pounds of phosphorus

4. When your facility started the ENR operation? _____ (Month/Year)

Authorized Representation Signature:_____Date:_____

Name:_____ Title:_____

Return the completed application to: walid.saffouri@maryland.gov

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval to Accept the Warrant Apprehension Program Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Warrant_Apprehension_Program_Grant_7.22.25.pdf	Warrant Apprehension Program Grant

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Approval to Accept the Warrant Apprehension Program Grant**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X__

MOTION: I hereby move for Mayor and Council approval to accept a State of Maryland Warrant Apprehension Program Grant in the amount of $50,000.

This grant will fund overtime for manpower to conduct warrant attempt details, guarding of prisoners at the hospital, travel reimbursement and other extradition costs, and breaching equipment.

DATE OF PASSAGE: 07/22/25

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor

Maryland
GOVERNOR'S OFFICE OF CRIME PREVENTION AND POLICY

DOROTHY LENNIG
Executive Director

6/30/2025

Chief Paul Kifer, Jr
Chief of Police
Hagerstown Police Department
50 N. Burhans Blvd.
Hagerstown, MD 21740-4661

RE: 2025-WA-0027

Dear Chief Paul Kifer, Jr:

The Governor's Office of Crime Prevention and Policy (GOCPP) recently reviewed your SFY26 Warrant Apprehension and Absconding Grant (WAAG) grant application request for funding in FY2026. It gives me great pleasure to inform you that your request for Warrant Apprehension Program will be funded in the amount of $50,000. We anticipate that the award packages will be mailed no later than 7/4/2025. In the meantime, please accept this letter as notice of our intent to fund your program for the award period of 7/1/2025-6/30/2026.

Should you have any questions relating to the information provided, please contact Tabitha Wilson at 410-697-9344 or via email at Tabitha.Wilson@maryland.gov.

Thank you for your continued efforts and commitment on behalf of safer communities.

Sincerely,

Tabitha Wilson
Program Funding Manager

cc: Rebecca Fetchu Edward Plummer
Matika Palmer

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval to Accept the Maryland Criminal Intelligence Network Grant

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MD_Criminal_Intelligence_Network_Grant.pdf	MCIN Grant 7.22.25

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Approval to Accept the Maryland Criminal Intelligence Network Grant**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	__X__

MOTION: I hereby move for Mayor and Council approval to accept the Maryland Criminal Intelligence Network grant, which is 100% grant funded and totals $280,717,00. The goal of this grant is to focus on high priority offenders within our community, with an emphasis on criminal networks and enforcement.

This non-match grant has been offered and awarded annually for the last several years.

DATE OF PASSAGE: 07/22/25

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor

Maryland
GOVERNOR'S OFFICE OF CRIME PREVENTION AND POLICY

DOROTHY LENNIG
Executive Director

6/26/2025

Chief Paul Kifer, Jr.
Chief of Police
Hagerstown Police Department
50 N Burhans Blvd
Hagerstown, MD 21740

RE: 2025-MC-0016

Dear Chief Paul Kifer, Jr.:

The Governor's Office of Crime Prevention and Policy (GOCPP) recently reviewed your FY 2026 Maryland Criminal Intelligence Network/Overdose and Drug Awareness Coordinator Grant Program grant application request for funding in FY2026. It gives me great pleasure to inform you that your request for the Washington County MCIN Program will be funded in the amount of $280,717. We anticipate that the award packages will be mailed no later than 7/4/2025. In the meantime, please accept this letter as notice of our intent to fund your program for the award period of 7/1/2025-6/30/2026.

Should you have any questions relating to the information provided, please contact Tabitha Wilson at 410-697-9344 or via email at Tabitha.Wilson@maryland.gov.

Thank you for your continued efforts and commitment on behalf of safer communities.

Sincerely,

Tabitha Wilson
Program Funding Manager

cc: Rebecca Fetchu Edward Plummer
Matika Palmer

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Approval of an Amendment to Hagerstown Neighborhood Development Partnership, Inc. (HNDP) FY2024 Subrecipient Agreement

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
Motion___Agreemeent_HNDP_Approval_to_Extend_Subrecipient_Agreement_7.22.25.pdf	HNDP Motion Addendum Agreement

REQUIRED MOTION

MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Date: July 22, 2025

TOPIC: **Amendment to Hagerstown Neighborhood Development Partnership, Inc. (HNDP) FY2024 Subrecipient Agreement**

Charter Amendment	____
Code Amendment	____
Ordinance	____
Resolution	____
Other	_X__

MOTION: I hereby move for the Mayor and City Council to approve the amendments to the FY24 HNDP Subrecipient Agreement for the following actions:

- Extension of the time of performance to December 31, 2025
- Modification to Paragraph (d) of the Scope of Service to allow individual grant amounts up to $5000 per first-time homebuyer purchasing a home in the City of Hagerstown. Funds will be used for down payment and closing cost assistance.

Details of the amendments are attached.

DATE OF INTRODUCTION: 07/22/2025
DATE OF PASSAGE: 07/22/2025
EFFECTIVE DATE: 07/22/2025

Addendum to Subrecipient Agreement
by and between
The City of Hagerstown, Department of Housing & Community Development
and
Hagerstown Neighborhood Development Partnership, Inc.
Program Year July 1, 2023 through June 30, 2024

This addendum modifies the "Time of Performance" Section 3 (page 3) for the FY 2024 Community Development Block Grant Subrecipient Agreement between the City of Hagerstown and Hagerstown Neighborhood Development Inc. The Time of Performance for the Hagerstown Neighborhood Development Partnership (HNDP) FY 2024 "Down Payment and Closing Cost Assistance Program" will be extended until **December 31, 2025**.

This addendum also modifies Paragraph (d) of the "Scope of Service" section 1 (page 2) to permit HNDP to provide **up to $5,000** in CDBG grant funds to assist six or more low-to-moderate income first-time home buyers with purchasing a home in the City of Hagerstown. Funds will be used to assist with down payment and closing costs.

At the time of the signing of this addendum, the HNDP will have $28,000.00 available to expend through this extended time of performance. All other terms and conditions of the Subrecipient Agreement will remain in effect.

APPROVED:

By: _____ _____
William B. McIntire Date
Mayor
City of Hagerstown

By: _____ _____
Jorge Menchu Date
Executive Director
HNDP/Hagerstown Home Store

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN
AND THE
HAGERSTOWN NEIGHBORHOOD DEVELOPMENT PARTNERSHIP, INC.

This Agreement is entered into as of July 3, 2023 by and between the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, acting by and through the DEPARMENT OF COMMUNITY & ECONOMIC DEVELOPMENT (herein called the "CITY"), and the **Hagerstown Neighborhood Development Partnership, Inc.** ("herein called the "SUBRECIPIENT").

WHEREAS, Congress in passing the Housing and Community Development Act of 1974, as amended, has placed an emphasis on the development of viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate-income and has developed a system of block grants to aid in such purposes; and

WHEREAS, the CITY has applied for and received such a block grant, desires to conduct a program to encourage stable neighborhoods within the City by providing funds **to assist first-time low-and-moderate income homebuyers with the purchase of a home**; and

WHEREAS, the SUBRECIPIENT is a private non-profit corporation incorporated in the State of Maryland whose mission is to **improve community life in Hagerstown and Washington County, Maryland by opening doors to home ownership and by promoting fair and equal housing opportunities for all individuals**; and

WHEREAS, the SUBRECIPIENT has been selected by the CITY to receive CDBG funds and administer the **Hagerstown Neighborhood Development Partnership (HNDP) Down Payment and Closing Cost Assistance Program** (hereinafter referred to as the "Program") **to provide down payment and closing cost assistance to low- and moderate-income homebuyers purchasing homes in the City**; and

WHEREAS, **the SUBRECIPIENT is a Department of Housing and Urban Development (HUD) certified housing counseling agency and** the services provided by the SUBRECIPIENT are consistent with the Community Development Block Grant Program (hereinafter referred to as "CDBG") Eligible Activity of "Homeownership Assistance"; and

WHEREAS, the SUBRECIPIENT further agrees to develop and retain sufficient documentation, as described herein below, to clearly support the CDBG eligible **Home Ownership Assistance** 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 CDBG funds.

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

1. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a CDBG-funded **Down Payment and Closing Cost Assistance Program** in a manner satisfactory to the City and consistent with any standards required as a condition of providing CDBG funds. Such program shall include the following activities eligible under the CDBG Program:

a. Promote the down payment assistance program to potential homebuyers, realtors and lenders.

b. Identify potential qualified clients, through the housing counseling process. Collect and maintain data on household income in order to determine a client's eligibility for assistance under the Program.

c. For purposes of the CDBG Program national objective of low- and moderate-income households, 24 CFR Part 5 definition of annual income shall be used to ensure the eligibility of each client. The documents to support eligibility shall include but are not limited to pay stubs for three consecutive months; two most recent bank statements; and award letter for any other source of income (i.e., Social Security, child support, etc.)

d. Provide up to $3,500 in CDBG grant funds to assist ten (10) low- and moderate income first-time home buyers with purchasing a home in the City of Hagerstown. Funds will be used to assist with down payment and closing costs.

e. Verify Community Partners Incentive Program (CPIP) application data for accuracy and completeness, performing general underwriting tasks.

f. Assist clients with the CPIP and CDA/Maryland Mortgage Program application process.

g. Communicate with client's lender and realtor, conveying program requirements and timetable.

h. Execute loan documents with client; issue checks and submit with loan documents to closing company.

i. Upon loan closing, record CPIP mortgage instruments with the local Land Records office.

2. NATIONAL OBJECTIVE

All activities funded with CDBG funds must met one of the CDBG program's National Objectives: benefit low- and moderate-income persons; or aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208

The CITY has determined that the Program carried out under this Agreement will meet the **Benefit Low-and-Moderate Income Persons** national objective.

3. TIME OF PERFORMANCE

The time of performance shall be 12-months beginning on the 1st day of July, 2023 and ending on 30th day of June, 2024. Said time of performance may be extended in writing by the City upon request from the Subrecipient by May 1, 2024. Said extension is to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income.

4. BUDGET

The City shall reimburse the Subrecipient its allowable costs for the services identified in this Agreement not to exceed **$28,000.00** in CDBG funds for eligible incurred costs upon presentation of properly executed reimbursement forms as provided and approved by the City. Funding under this Agreement shall cover the Program costs.

PROGRAM BUDGET LINE ITEM	**BUDGETED AMOUNT**
Salaries	$500
Fringe	$0
Office Space	$0
Utilities	$0
Communications	$0
Printing	$0
Supplies and Materials	$0
Mileage	$0
Audit	$0
Other (Specify: Down Payment and Closing Cost Assistance)	$27,500
TOTAL CDBG	$28,000

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 HUD.

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 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 CDBG contract and then approved in writing by the City.

PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed **$28,000.00.** 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 request must be mailed to: Margi Joe, Community Development Manager, Community Development Department, 14 N Potomac Street – Suite 200a, Hagerstown, Maryland, 21740. 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 CDBG requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute noncompliance with this Agreement.

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	SUBRECIPIENT
Margi Joe	Carly Ferguson
Community Development Manager	Executive Director
City of Hagerstown	**HNDP, Inc.**
14 N. Potomac Street	21 E. Franklin Street
Address	Address
Hagerstown, Maryland 21740	Hagerstown, Maryland 21740
City, State and Zip	City, State and Zip
Telephone: 301-739-8577 ext. 134	Telephone: 301-797-0900
Fax Number: 301-739-3117	Fax Number: 301-797-2991

7. GENERAL CONDITIONS

A. General Compliance
The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal regulations, Part 570 (the HUD regulations concerning CDBG) including subpart K of these regulations, except that the Subrecipient does not assume the City's environmental responsibilities described in 24 CFR 570.604 and the Subrecipient does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

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, 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 24 CFR 85.43, 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 statues, regulations, executive orders, and HUD 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 of improper use of funds provided under this Agreement; or

4. Submission by the Subrecipient to the City of reports that are incorrect or incomplete in any material respect.

In accordance with 24 CFR 85.44, 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 24 CFR 84.21-28 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 24 CFR 570.506 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 each activity undertaken;
b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the civil rights components of the CDBG program;
f. Financial records as required by 24 CFR 570.502, and 24 CFR 84.21-28;
g. Labor standards records required to document compliance with the Davis Bacon Act, the provisions of the Contract Work Hours and Safety Standards Act, and all other applicable Federal, state and local laws and regulations applicable to CDBG-funded construction projects; and
h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

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 four years. The retention period begins on the date of the submission of the City's annual performance and evaluation report to HUD 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 four-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the four-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, address income level or other basis for determining eligibility and description of services provided. Such information shall be made available to City monitors or their designees, HUD 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 shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodian ship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG funds, including program income,

6. Audits and Inspections

If 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:

1. Federal Grant Title: Community Development Block Grant
2. Catalog of Federal Domestic Assistance Number (CFDA): 14.218
3. Federal and/or State Identification Numbers:

B-**21**-MC-24-0010
B-**22**-MC-24-0010

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, HUD, 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

1. Program Income

The Subrecipient will report annually all program income [as defined at 24 CFR 570.500(a)] generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient will comply with the requirements set forth at 24 CFR 570.504. The Subrecipient may use such income during the contract period for activities permitted under this Agreement and shall reduce request for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U.S Treasure and from funds held in a revolving fund account is not program income and shall be remitted promptly to the City.

2. Progress Reports

At such times and in such forms as HUD or the City may require, there shall be furnished to HUD or the City such statements, records, reports, data and information as

HUD or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a narrative of program activities, a description of the services provided, number of clients that have applied for, participated in or benefited from the services and relevant characteristics of the client population (age, gender, income, race, ethnicity and gender of single-headed households), performance standard outcomes, equal employment opportunity reports, applicable MBE/WBE requirements and applicable reporting forms attached hereto as **Appendix C, Part I** and incorporated herein by reference.

Said quarterly reports shall be submitted in a timely fashion (within 15 days of the end of each calendar quarter) 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.

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 my 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.

E. Use and Reversion of Assets
The use and disposition of real property and equipment under this Agreement will be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, 570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient will transfer to the City any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 will be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until ten (10) years

after the contract between Subrecipient and the CITY is closed. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for this 10-year period of time, the Subrecipient will pay the City an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property after the CDBG program's approval. Such payment will constitute program income to the City. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the ten-year period.

3. In cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds will be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement will be (a) transferred to the City for the CDBG program or (b) retained after compensating the City [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

9. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-Displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable City ordinance, resolutions and policies concerning the displacement of persons from their residences.

10. 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. Section 3 of the Housing and Community Development Act of 1968 Compliance in the Provision of Training, Employment, and Business Opportunities:

1. The work to be performed under this agreement is on a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower-income residents of the project area; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the area of the project.

2. The parties to this contract will comply with the provisions of said Section 3 and the regulations set forth in 24 CFR 135, and all applicable rules and orders of HUD and the City issued thereunder prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these provisions.

3. The Subrecipient will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.

4. The Subrecipient will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant, or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR Part 135. The Subrecipient will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract, unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of HUD and the City issued hereunder prior to the execution of the contract, will be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements will subject the applicant, or recipient, its consultants and subcontractors, its successors and assigned to those

sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

C. 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.

D. 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.

E. 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.

11. LEAD-BASED PAINT

The Subrecipient agrees that any acquisition, construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint, Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applies to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

12. 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.

13. 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.

14. 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
COMMUNITY & ECONOMIC DEVELOPMENT

By: Margi Ora

Title: Community Development Manager

Date: 1-3-23

HAGERSTOWN NEIGHBORHOOD
DEVELOPMENT PARTNERSHIP

By: Carly Ferguson

Title: Executive Director

Date: 7/5/2023

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
Open Container Exemption and Application/Permit for Vibez 90's Cookout Party – August 9, 2025

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
2025_Open_Container_Exemption_for_Vibez_Lounge_90s_Cookout_(002).pdf	Approval: Open Container Exemption Vibes 8.9.25

CITY OF HAGERSTOWN, MARYLAND

Office of Community Engagement
1 E Franklin Street, Suite 210A, Hagerstown, MD 21740

TO: Scott Nicewarner

FROM: Brittany Arizmendi, Director of Community Engagement

DATE: July 18, 2025

SUBJECT: Open Container Exemption for Vibez Lounge - 90's Cookout Party

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Action Requested
Staff seeks approval for an Open Container Exemption at the July 22, 2025, Regular Session for the August 9, 2025 Vibez Lounge 90's Cookout Party at 49 S Potomac Street.

Application/permits will be submitted for Mayor's signature.

Per the City of Hagerstown's Open Container Law, the Mayor and City Council may permit the possession of alcoholic beverages in open containers on the streets, lanes, alleys, sidewalks, parking lots or public ways of the City during special events upon application or upon its own initiative.

If approved by the Mayor and City Council, the applicants will go to the Liquor Board for review and final approval. They will be requesting One Day Event Licenses, which allow a non-profit, society, corporation, organization, or association to serve and sell alcoholic beverages at a non-licensed establishment, with fencing surrounding the area, if outside.

The City's Logistics Committee (representatives from Community Engagement, Public Works, Engineering/Parks & Recreation, Police, Fire, Utilities, and HR/Liability) review all facets of these events to ensure compliance, safety, and to create conditions for optimal event outcome. All applicants will provide the City with a Certificate of Insurance naming the City of Hagerstown as additional insured on a $2 million policy.

APPLICATION/PERMIT

The undersigned does herby make application to the City of Hagerstown, Maryland, to utilize the property/facilities of the City more particularly described as follows:

Antietam Parking Lot – 18 W Antietam Street

On the following date(s):

Saturday, August 9, 2025

The term applicant is defined as any person, firm, corporation or legal entity of whatsoever nature or kind on whose behalf this application is being made and permit granted.

The applicant acknowledges that the premises shall be used solely for the purpose of:

Vibez Lounge will be holding the liquor license during the 90's Cookout Party that is taking place inside the Antietam Parking Lot on Saturday, August 8th from 4:00-10:00 PM. Event organizers will provide cups that indicate who is drinking within the enclosed area/parking lot. Vibez Lounge is the only establishment allowed to be serving alcohol to this crowd and are of legal drinking age.

The signatory to this application certifies that he/she has the authority to make this application and execute this agreement on behalf of:

Applicant Name: Vibez Lounge

Applicant Address: 49 S Potomac Street, Hagerstown, MD 21740

And to bind said person, firm or legal entity to the terms hereof. The signatory hereto represents and agrees that in the event that he/she does not have such authority, then and in said event, the signatory hereto is solely responsible and bound by all of the terms and conditions of this application, permit and agreement.

The undersigned signatory, on behalf of the applicant, agrees that he/she shall:

1. Abide by all rules applicable to the facility utilized and/or any promulgated by the City and contained in this application (See Attachment B)
2. Abide by all Statutes, Act, Ordinances, and Regulations applicable to the use of the area.
3. The applicant does hereby agree that if necessary he/she/it shall be responsible for and obtain all necessary permits, licenses, or any other matters required in connection with the function and/or the use of the premises and does hereby agree to hold the City, its servants, agents and employees harmless from any suits,

demands, claims, expenses or fines that may arise directly or indirectly from such use of the premises.

4. The applicant does hereby agree that it shall be responsible for the costs of all City services incurred in connection with the event.
5. The applicant agrees that he/she/it shall furnish upon the execution of this application and agreement certificates of insurance with coverage adequate within the absolute discretion of the City. The applicant further agrees that the City shall be placed upon any liability policy or any other policies of whatsoever nature or kind applicable to the function as an additional insured. The applicant agrees to hold harmless and indemnify the City, its agents, servants, representatives, officials and employees from any and all claims, expenses, suits, demands, losses or costs of whatsoever nature or kind arising directly or indirectly from the use of the premises described. The Applicant shall abide by all rules applicable to the facility utilized and/or promulgated by the City and contained in this application. (See Attachment B)
6. The applicant further agrees that the premises shall be vacated by the applicant in the same condition as when occupied and if any damage has been done by the applicant or attendees of any function, the applicant shall be responsible for and reimburse the City for repairs, cleaning, and any other expenses incurred as a result thereof.
7. It is understood by the applicant that this permit is subject to all of the terms, obligations, conditions and reservations set forth in this agreement and any attachments which are incorporated by reference. In the event there are any conflicts between this document and any attachments the terms set forth herein shalt govern and prevail.

Date: 7/18/2025 Name of Applicant: Vibez Lounge

By:

Address: 49 S Potomac Street

Hagerstown, MD 21740

Phone: 240-850-2652

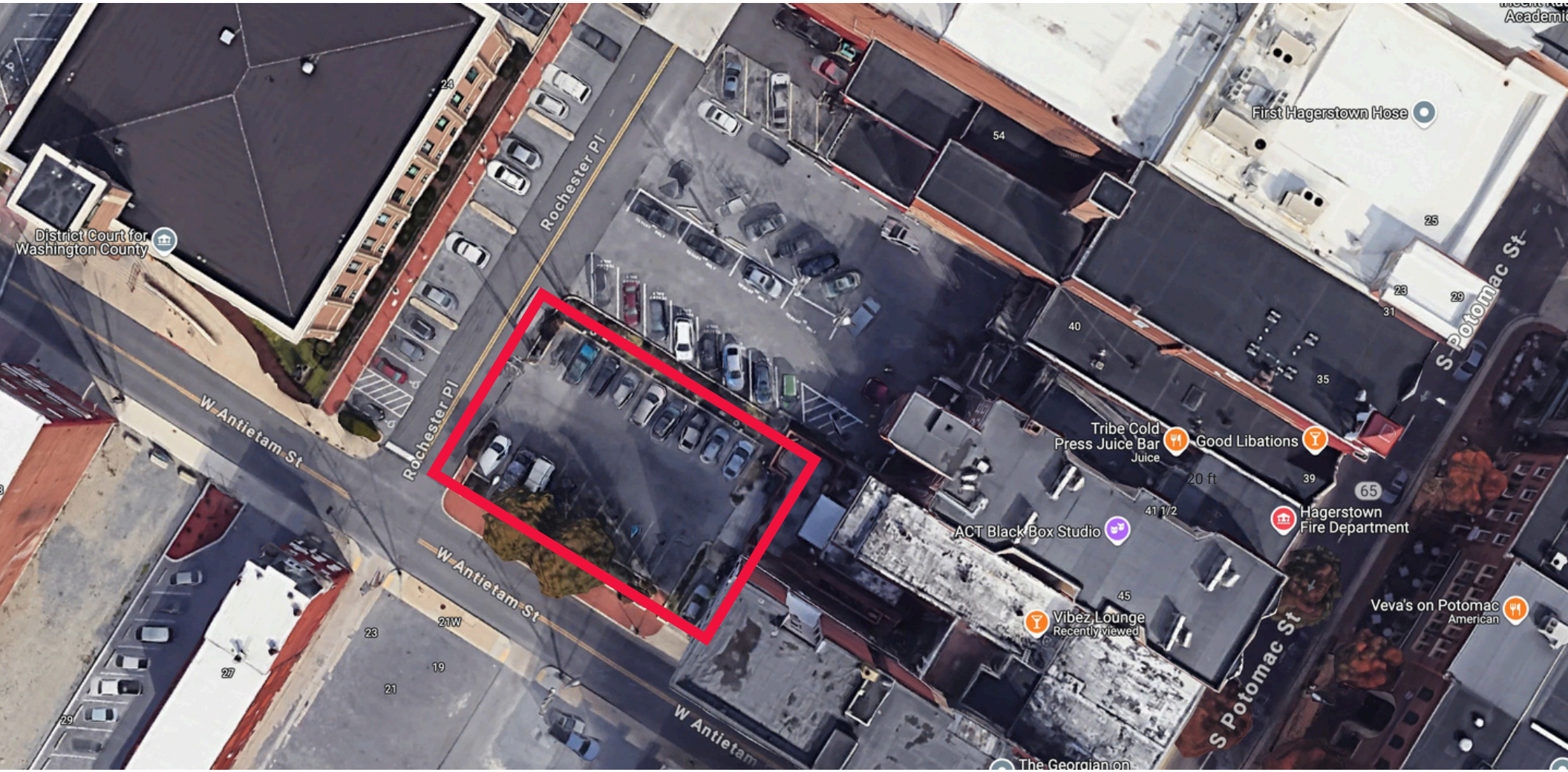
ACCEPTANCE

The aforegoing application for permit is hereby accepted and granted by the City of Hagerstown, Maryland, by its duly authorized and designated representative. The permit is being granted upon all of the terms and conditions set forth above which are incorporated herein by reference. A violation of any of the conditions set forth above may result in an immediate revocation of said permit.

CITY OF HAGERSTOWN, MARYLAND

By:

ATTACHMENT A


District Court for Washington County
Rochester Pl
Rochester Pl
W Antietam St
W Antietam St
W Antietam
First Hagerstown Hose
S Potomac St
S Potomac St
Tribe Cold Press Juice Bar
Juice
Good Libations
20 ft
ACT Black Box Studio
Hagerstown Fire Department
Vibez Lounge
Recently viewed
Veva's on Potomac
American
The Georgian on
24
54
25
23
29
31
40
35
39
65
41 1/2
45
21W
23
19
21
27
29

ATTACHMENT B

It is understood by the applicant that this permit is subject to the terms and conditions below.

1. Antietam Parking lot at 18 W Antietam Street is leased for no cost to Vibez Lounge on Saturday, August 9, 2025 from 4:00 - 10:00 p.m. for set-up, event, and clean-up.
2. Only Vibez Lounge can serve alcoholic beverages and will limit this activity to individuals who are legally able to drink alcohol, have the event beverage cup, and are in the designated Antietam Parking Lot.
3. Vibez Lounge will sign this permit and Hold Harmless Agreement, as well as endorse the City of Hagerstown as an additional insured on a two million dollar ($2,000,000) insurance policy.

CITY OF HAGERSTOWN

HOLD HARMLESS AGREEMENT

Lesee/User: Vibez Lounge

Event/Use: 90's Cookout Party

Location: Antietam Parking Lot – 18 W Antietam Street

Date(s) of Use: Saturday, August 9, 2025 from 4-10:00 p.m.

The Lesee/User agrees that it shall indemnify the City of Hagerstown and hold harmless the City of Hagerstown against any and all fines, suits, claims, demands, expenses, actions, losses, alleged losses, or liabilities of whatsoever nature or kind incurred either directly or indirectly either in law or equity, paid, suffered or incurred as a result of the acts, activities, or omissions of the Lessee/User, its agents, servants, or employees, due to the operation and use of the premises. It is further agreed that the Lessee/User shall in addition to holding the City of Hagerstown harmless from any and all liabilities or damage or injury to both persons and property, occurring as a result of the use of said premises, shall defend the City of Hagerstown at Lessee's/User's expense against any and all claims, suits, demands, of whatsoever nature or kind.

Witness:

Lessee/User

Witness:

By (Signature and Title)

Date:

49 S Potomac Street

Hagerstown, MD 21740

240-850-2652

Return to:

Brittany Arizmendi

City of Hagerstown, Director of Community Engagement

Barizmendi@hagerstownmd.org; 240-500-4582

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:
General Citizen Comments are welcome and shall be limited to three minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND

Topic:

Citizens are welcome to provide comments in person or by sending an email to **councilcomments@hagerstownmd.org** no later than 5:00 p.m. on Tuesday, July 22, 2025. Include your full name, home street address, and topic of your comments. You may attach a letter to the email, or write your comments in the body of the message. The City Clerk will read your name, address, and provide a summary of the comments. The full copy of the comments will be provided for public viewing as part of the minutes.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates: