



TOWN OF CHEVERLY, MARYLAND
MAYOR AND TOWN COUNCIL

WORKSESSION
THURSDAY, March 28, 2019

7:30PM

AGENDA

1. Pledge of Allegiance
2. Woman's Club Comments
3. Cheverly Day Grant Request
4. Variance Request: 6103 Forest Road
5. Selection of Resident to Fill Vacant Ward 4 Council Seat
6. Police Report – February 2019
7. Police Budget Issues
 - a. Operating Budget Items
 - b. Recruitment and Retention
 - c. Mutual Aid Agreement
8. Storm Water Issues
9. Capital Improvement Program for FY20-FY25
10. Small Cell Installation Regulations
11. Community Center Building Use Policy
12. Council Updates

Next Meetings of the Mayor and Town Council

April 11, 2019	Town Meeting	8pm
April 25, 2019	Worksession	7:30pm

GRANT ACQUISITION AGREEMENT

All grants issued by the Mayor and Cheverly Town Council are from appropriated funds of the Town of Cheverly and must be accounted for to specified auditing standards.

Name: Megan Daly _____ Phone: 240-846-3259 _____

Address: _____ 6313 Joslyn Place _____
Cheverly, MD 20785

Organization: _____ Cheverly Day Inc _____

- I hereby agree NOT to expend funds allocated to the designated organization for salaries, stipends and/or personal income.
- As duly authorized by the above named organization to accept this grant, I assume full responsibility for the proper expenditure of funds for the requested expenses and will report to the town staff the manner in which expended.
- Receipts and a full accounting of all grant funds are required by the end of the given Fiscal Year ending June 30th.
- I also understand that the funds provided are not for my own personal use, and that violation of this agreement will result in the reimbursement to the Town of Cheverly of any/all funds spent outside the parameters as denoted in the grant application.



Date: 3/21/2019 _____

Signature of Grant Recipient

PLEASE ATTACH THE FOLLOWING:

- ❖ THE PURPOSE OF THE GRANT REQUEST.
- ❖ A DETAILED DESCRIPTION OF THE PROJECT/PROGRAM YOU WISH TO EXECUTE WITH THE CHEVERLY GRANT PROGRAM FUNDING.
- ❖ A DETAILED ACCOUNTING OF AMOUNTS AND ACTIVITIES/ITEMS FOR WHICH THE GRANT FUNDS SHALL BE UTILIZED.
- ❖ A DETAILED TIMELINE FOR THE EXPENDITURE OF FUNDS.
- ❖ THE OVERALL BENEFIT TO THE COMMUNITY.

Dear Mayor and Town Council,

On May 18, 2019, Cheverly Day will celebrate our town with fireworks at the end of the day, an event attended by many residents and non-residents. The committee raises funds to provide music, games, and food for the celebration and also purchases the insurance to cover both ChevProm and Cheverly Day.

The Cheverly Day committee requests a \$2000 grant to help fund Cheverly Day. With this grant, we will be able to pay for the jump houses and scooter cars that are included on the Midway. The grant funds will be expended no later than 30 days after the event and receipts will be provided at that time.

Thank you for your consideration,
The Cheverly Day Committee



MEMO

Date: March 22, 2019
To: Mayor and Town Council
From: David J. Deutsch
Interim Town Administrator
Subject: Variance Request
6103 Forest Road

The property owners at 6103 Forest Road, Terry and Sue Horning, plan to seek a Variance from the County in order to construct a driveway in front of their house. Their attached letter describes the need for the Variance, both from a regulatory perspective and personal convenience perspective.

On Friday, March 22, 2019 Town Staff delivered the attached letter the attached letter to the abutting property owners on Forest Road.

Recommendation

It is my recommendation that the Mayor and Town Council approve the Variance. There is no impact on other properties. If you agree, and approve the request, staff will transmit a letter of support to the County Board of Zoning Appeals.

Attachments

Cheverly

March 22, 2019

Dear Resident,

The Mayor and Town Council take this opportunity to notify you that they will consider a Variance request from your neighbors at 6103 Forest Road. They need a Variance in order to construct a front yard driveway.

Please review the attached material which describes the Variance request.

The Town Council will consider three options for recommendation to Prince George's County:

- 1) Approve the request
- 2) Approve the request with conditions
- 3) Deny the request

If you wish to comment on the request, you are welcome to attend the Council Worksession on March 28, 2019, at 7:30pm at Town Hall, or you can submit a letter with your comments.

I may be reached by email at townadministrator@cheverly-md.gov or phone at 301-773-8360.

Sincerely,



David Deutsch
Interim Town Administrator

February 18, 2019

Town of Cheverly,

I am requesting help from the town to get a variance from the Board of Zoning Appeals, Sec .27-120.01 which states...Front Yards of Dwellings, part (C) (No parking space, parking area, or parking structure other than a driveway no wider than its associated garage, carport or other parking structure may be built in the front of a dwelling).


We would like to have a 12 ft wide by 20 ft driveway with a 4 ft retaining wall installed. We have lived in our house at 6103 Forest Road for 43 years. As we have gotten older there has been an increase in the use of the United Methodist Church. Some people elect to park in front of our house and not in the Church Lot. This means that we have to park either at the bottom of the hill or in the Church Lot, making it difficult if we have groceries or our young grandchildren with us.

Our lot is 50 ft wide, which means we have 10 ft on each side of the house. Code requires a 4 ft space between the property line and any structure, and the parking space must be 12 ft wide which makes the only available space for a parking area in the front of our house. There is no access to the sides or rear of our property.

I have enclosed a site plan and construction drawings for the proposed project. If possible, could you provide us with a letter stating that you support our efforts to obtain the variance.

Thank you for your help.

Terry and Sue Horning

(301 341 1494) home

301 310 1411 (cell)

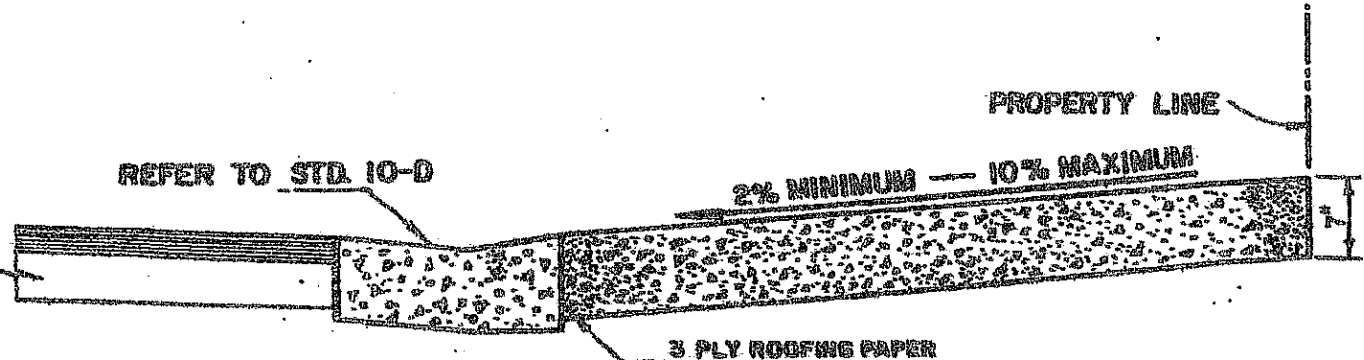
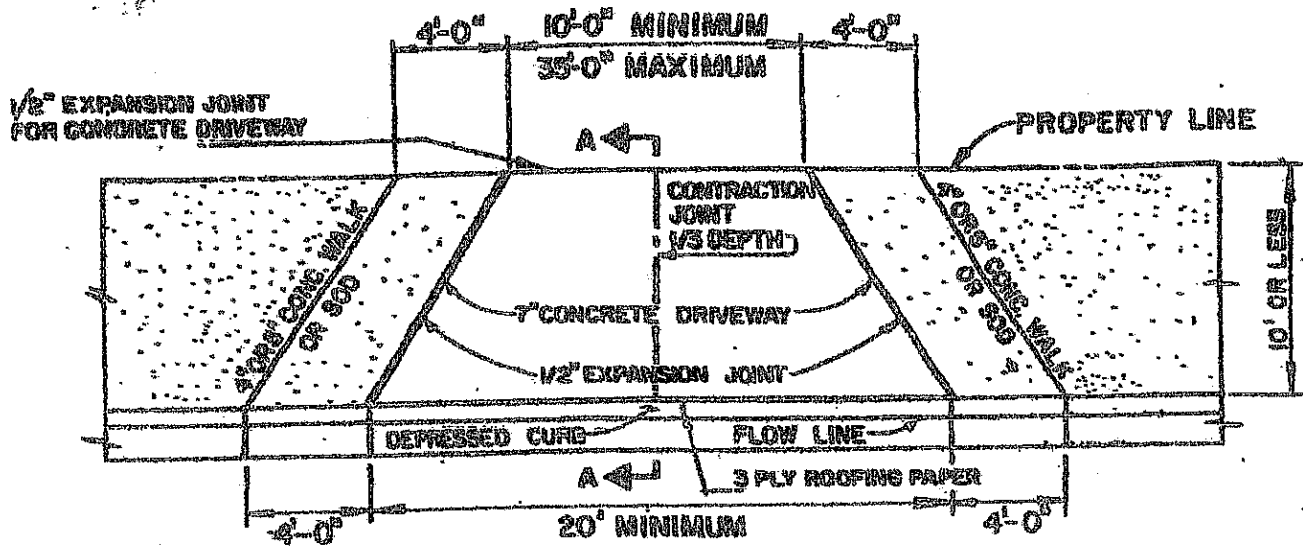
Install 12 x 20 driveway with 4ft by 12ft by 6ft retaining wall and apron.

Excavate to a depth of 12 inches, compact subbase, install and compact 4 inches crushed stone. Place #4 rebar at 2 inches off center. Pour 6 inches of 3500psi concrete and broom finish.

Construction CMU retaining wall veneer natural stone.

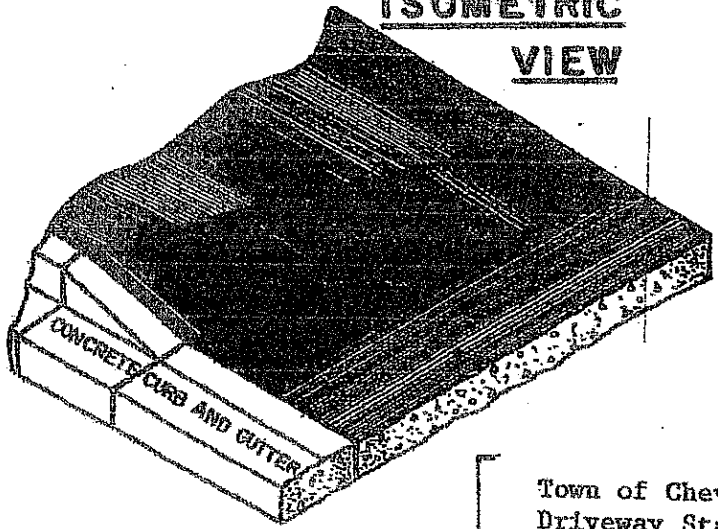
Impervious surface 25% = 1467.25

Impervious area after installation 1414.97



SECTION A—A

ISOMETRIC VIEW



GENERAL NOTES

1. REFER TO MARYLAND STATE HIGHWAY ADMINISTRATION SPECIFICATIONS FOR MATERIALS AND METHODS OF CONSTRUCTION.
2. DRIVEWAYS TO BE MAINTAINED BY PROPERTY OWNERS.
3. ALL DRIVEWAYS DEPRESSED 2" AT PROPERTY LINE WHEN USING 6" CURB.
4. PROVIDE WEAKENED PLANE JOINTS AT MAXIMUM INTERVALS OF 15'.

Town of Cheverly, Maryland Department of Public Works
 Driveway Standard Where Property Line is 10' or Less from the Face of the Curb

Approved: Feb. 2001

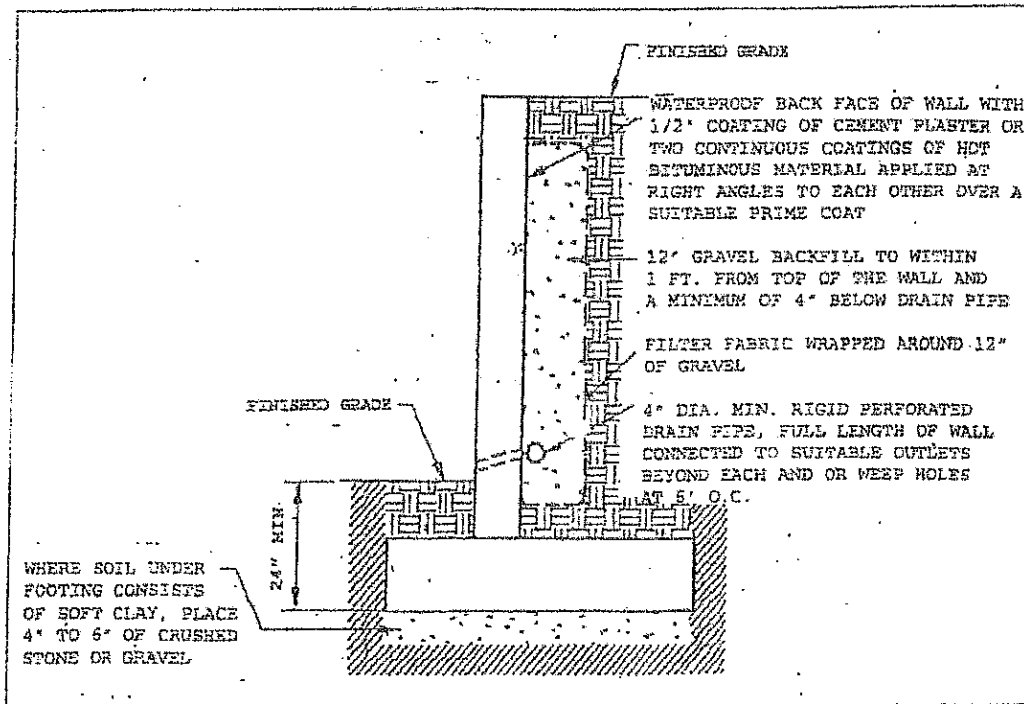
Juan L. Torres
 Director of Public Works

REINFORCED CONCRETE RETAINING WALLS

GENERAL NOTES

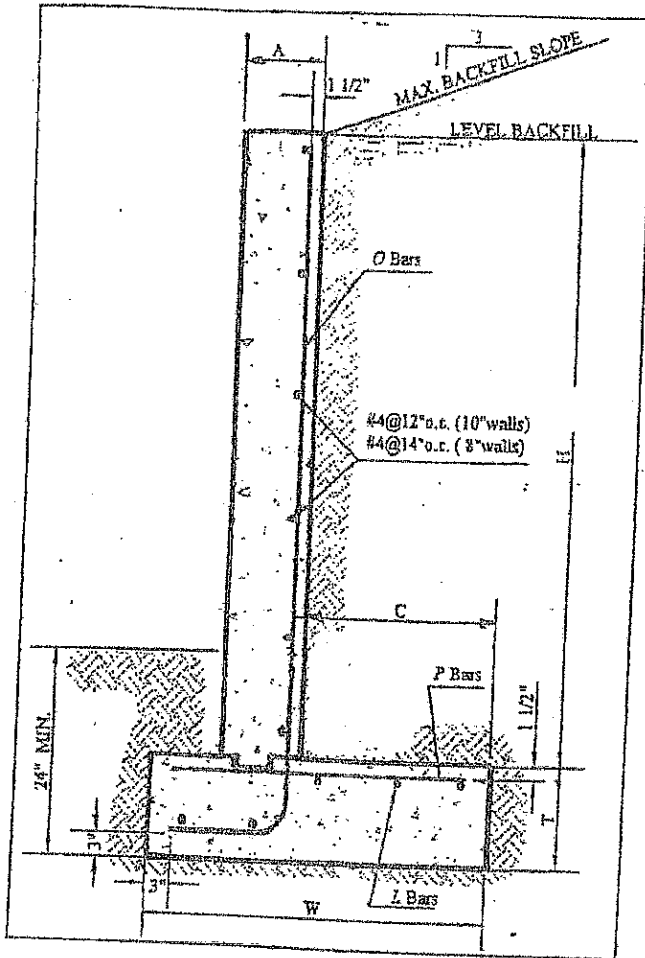
1. The minimum concrete compressive strength at 28 days shall be 3,500 PSI.
2. Materials used to produce concrete shall comply with the requirements of the latest edition of ACI 318.
3. Reinforcing steel shall comply with the requirements of ASTM A615 and shall have a yield strength of 60,000 PSI.
4. Backfilling against reinforced concrete retaining walls shall not be permitted until the concrete has reached its 28-day strength. Where heavy equipment is used in backfilling walls designed to resist earth pressure only, such equipment shall not approach closer to the top of the wall than a distance equal to the height of the wall. Care shall also be taken to avoid exerting large impact forces on the wall as caused by a large mass of moving earth.

Reference: Concrete Reinforcing Steel Institute.



TYPICAL BACKFILL AND DRAINAGE DETAIL

5. PROVIDE VERTICAL FRONT FACE CONTROL JOINT ($1/8" \times 2"$) @ 16 FT. O/C AND $3/4"$ KEYPED EXPANSION JOINT @ 80 FT O/C MAX (WALL ONLY).



TYPICAL CONCRETE WALL SECTION

TABLE 2: TYPICAL CONCRETE WALL DIMENSIONS AND REINFORCEMENT INFORMATION

Dimensions					Reinforcing Bars		
H	A	C	W	T	O	P	L
Level Backfill							
4' 8"	1'-9"	2'-10"	12"		#4@12"O.C.	#4@12"O.C.	#4@12"O.C.
5' 8"	2'-0"	3'-6"	12"		#4@12"O.C.	#4@12"O.C.	#4@12"O.C.
6' 8"	2'-3"	4'-2"	12"		#4@12"O.C.	#4@12"O.C.	#4@12"O.C.
Sloped Backfill							
4' 10"	2'-4"	4'-0"	12"		#4@9"O.C.	#4@9"O.C.	#4@12"O.C.
5' 10"	3'-4"	5'-0"	12"		#4@9"O.C.	#4@9"O.C.	#4@12"O.C.
6' 10"	4'-4"	6'-0"	12"		#4@9"O.C.	#4@9"O.C.	#4@12"O.C.

20' PUBLIC ALLEY

584

583

582

50.10'

N 42° 24' W

581

5869 SF

580

LOT 581 Block 48 Section 15

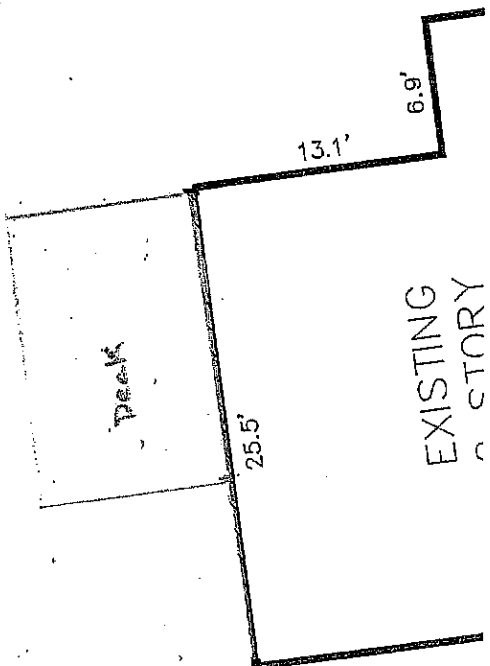
SUBDIVISION: Cheverly

6103 POKERT RD

Cheverly MD

Scale

1" = 10'



EXISTING EXISTING STORY

116.26'

54'

PLOT PLAN

N 38° 21' E

Zoned R-55

30% lot coverage
= 1760.7

House = 1048.9
Driveway = 240

1289.4

SIDEWALK

7.10'

6.9'

25.4'

24'

50'

15'

50.00'

S 51° 39' E

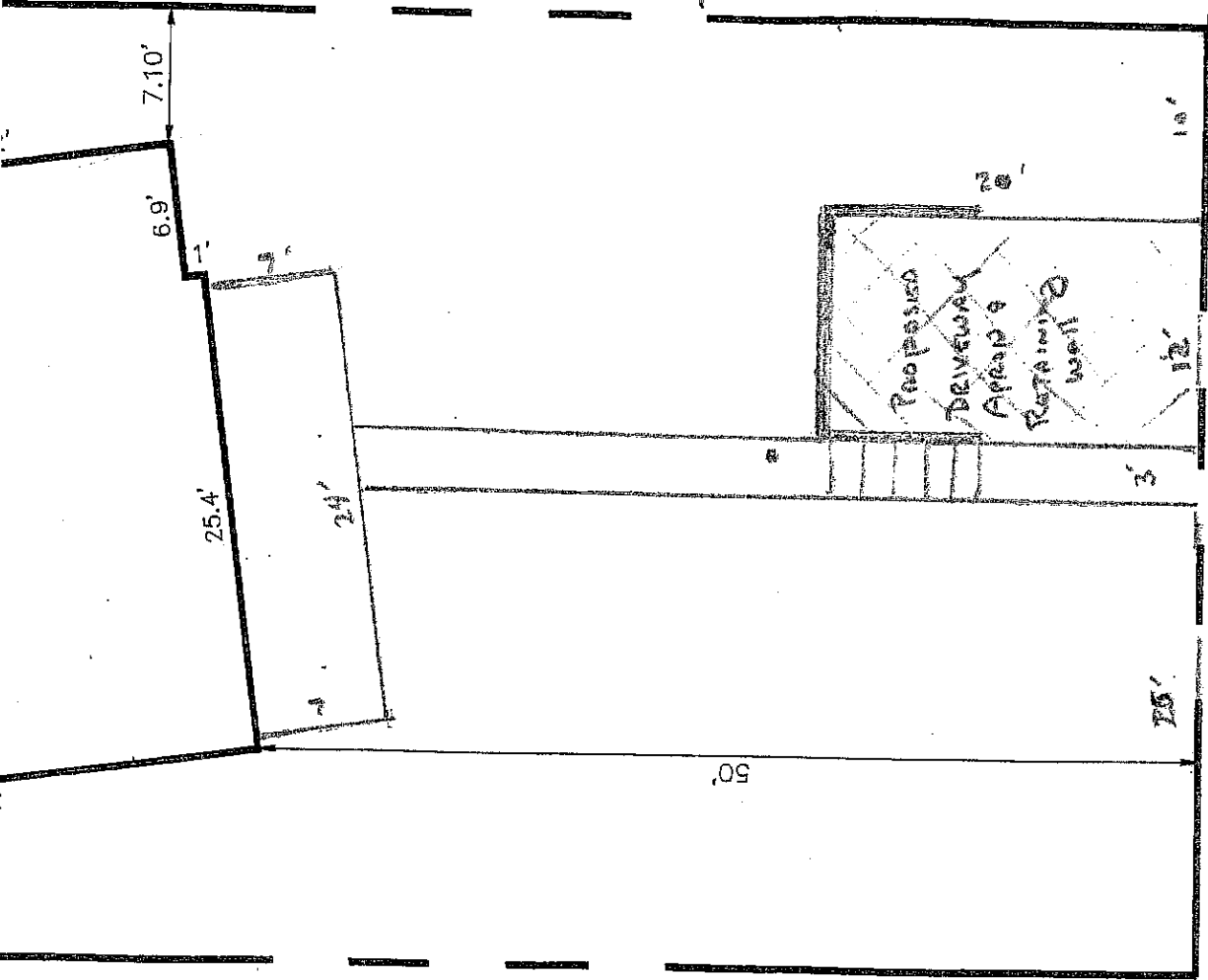
FOREST ROAD

60' WIDE

RETAINING WALL



Proposed
DRIVEWAY
APPROX
RETAINING
WALL





Memo

To: Town Administrator, Mayor and Council
From: Jarod Towers, Acting Chief of Police #1682
Date: Tuesday, March 05, 2019
Re: Crime Report for **February 2019**

Crime/Enforcement Report:

For February 2019, there were 13 reported crimes: 1 assault, 3 robberies (2 commercial and 1 attempted citizen robbery), 1 sex offense, 7 thefts, and 1 vandalism.

There were two use of force incidents.

There were a total of 26 arrests, all adults. Of these arrests, 5 were for DUI/DWI, 5 for open warrants, 1 for fleeing & eluding/reckless driving, 4 for weapon possession, 1 for driving without a license, 1 for possession of stolen property, and 9 were for narcotic related offenses.

The department responded to 199 calls for service, completed 55 house checks, 4 elder watch checks, wrote 35 police and 12 accident/collision reports.

The department made 241 traffic stops, issued 176 citations, 215 warnings, 36 safety equipment repair orders, and 43 parking citations.

Our Criminal Investigative Division was able to close the books on two cases, one involving an attempted citizen robbery, and the other involving a sexual offense case where a male exposed himself publicly and touched an individual with his genitals.

Community Outreach:

Due to inclement weather, we postponed February's Coffee with the Chief until Thursday, February 21, 2019, which was a success. During that event we received requests to extend Coffee with the Chief hours to make the event more accessible to individuals who are unable to attend the 7am event.

To accommodate these requests, starting in March, and every month thereafter, Coffee with the Chief will be held two times a month at more convenient times. The community now has the option of

attending the event every third Monday, between 4pm to 6pm, and every third Wednesday, between 7am to 9am. The next events will be held on Monday, March 18th and Wednesday, March 20th.

Administrative Report:

There was one citizen complaint.

Two applications were received for the position of police officer. Of those two, one is currently being processed and the other was not selected.

Cheverly Police Department
CALLS FOR SERVICE TOTALS

2/1/2019 To 3/1/2019

Incident type	Total
911 DISCONNECT	15
ACCIDENT	19
ANIMAL COMPLAINT	2
ARMED PERSON	2
ASSAULT	1
ASSIST FIRE EMS	1
ATT SUICIDE COMBINED	2
BLS COMBINED	1
BREAK IN IN PROGRESS	1
CHECK WELFARE	6
CHECK WELFARE COMBINED	5
DEVICE/PKG/THREAT COMBINED	1
DISORDERLY	9
DOMESTIC	4
DWI DRIVER	1
FAMILY DISPUTE	3
FIELD OPS	1
FIGHT	4
FOUND	2
FRAUD	1
HIT AND RUN	6
HIT AND RUN WINJURY COMBINED	1
IMPOUND	3
LOCK OUT	1
LOCK OUT/IN COMBINED	2
LOITERING COMPLAINT	1
LOST PROPERTY	2
LOUD MUSIC COMPLAINT	1
MISC POLICE INCIDENT	9
NOISE COMPLAINT	1
NOTIFICATION	1
OPEN DOOR WINDOW	1
OVERDOSE ALS COMBINED	1
PREMISE CHECK	4
PROPERTY ALARM	1

PROPERTY ALARM COMMERCIAL	2
PROPERTY DAMAGE	3
REPORTED T/A ROBBERY	1
RESIDENTIAL ALARM	5
RESIDENTIAL PANIC ALARM	1
ROBBERY REPORT	1
SHOPLIFTING	2
SUBJECT STOP	7
SUSPICIOUS AUTO	9
SUSPICIOUS OCC AUTO	6
SUSPICIOUS PERSON	1
THEFT FROM AUTO	4
THEFT J O	1
THEFT REPORT	6
TRAFFIC COMPLAINT	13
TRAFFIC HAZARD	1
TRAFFIC PURSUIT	1
TRESPASSING COMPL	1
UNKNOWN TROUBLE	9
VANDALISM	2
VEHICLE ACCIDENT COMBINED	6
WARRANT SERVICE	1
Total Calls	199

Code Enforcement Monthly Activity Report (Code Violations)

24 Violation(s)

VIOLATION DATE REINSPECTION STATUS VIOLATION INFORMATION

Ward 2		20 Violation(s)
2402	LAKE AVE	
2/6/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
2406	LAKE AVE	
2/6/2019	6/1/2019	Open
Exteriors-Fail to maintain accessory structures (Minor)		
2501	CREST AVE	
2/15/2019	2/25/2019	Open
Animal Nuisance-not restrained off owners premises		
2504	LAKE AVE	
2/6/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
2506	LAKE AVE	
2/6/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
2/6/2019	6/1/2019	Open
Exteriors-Fail to maintain watertight roof		
2/6/2019	6/1/2019	Open
Fail to install/maintain Electrical system to code		
5722	EUCLID ST	
2/15/2019	2/25/2019	Open
Litter control-Dumps & unsightly storages on private property		
5723	EUCLID ST	
2/15/2019	2/25/2019	Open
Litter control-Dumps & unsightly storages on private property		
2/15/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
2/15/2019		Closed
STORING TRASH/RECYCLING RECEPTACLES IN FRONT OF HOME		
5802	DEWEY ST	
2/7/2019	3/9/2019	Open
Serious Nuisance-Abandoned, broken, neglected machinery/equipment		
2/7/2019	3/9/2019	Open
Exteriors-Fail to maintain accessory structures (Minor)		
2/7/2019	3/9/2019	Open
Serious Nuisance-Building, partially destroyed or in a state of partial construction		
2/7/2019	3/9/2019	Open
Serious Nuisance-Broken/discarded furniture, household equipment and appliances		
2/7/2019	2/17/2019	Open
Litter control-Dumps & unsightly storages on private property		
5809	GREENLEAF RD	
2/16/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
2/16/2019	6/1/2019	Open
Exteriors-Fail to maintain watertight roof		
5816	DEWEY ST	
2/16/2019	6/1/2019	Open
Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)		
5901	EUCLID ST	

VIOLATION DATE	REINSPECTION	STATUS	VIOLATION INFORMATION	VIOLATION(S)
2/6/2019	3/8/2019	Open	Exteriors-Fail to maintain accessory structures (Minor)	1 Violation(s)
Ward 4				
2214	CHEVERLY AVE			
2/16/2019	6/1/2019	Open	Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)	1 Violation(s)
Ward 6				
2919	CHEVERLY OAKS CT			
2/4/2019	6/1/2019	Open	Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)	3 Violation(s)
3216	CHEVERLY HILLS CT			
2/4/2019		Closed	Off-street parking and storage - Parking on unpaved areas in residential lot	
2/4/2019	6/1/2019	Open	Exteriors-Paint/Exposed wood or metal surfaces (BOCA - OCT/MAY 31st)	

**CHEVERLY POLICE DEPARTMENT
Case Reports Written**

2/1/2019 To 3/1/2019

Date	Time	Report No.	Subject	Disposition	Workflow Stage	ID
BILO, NICHOLAS # 1701						
02/05/2019	22:07	19-0007494-001	Marijuana over 10G	Arrest	Work-Complete	1701
02/06/2019	23:51	19-0007740-001	T - Traffic Stop	Not a Crime/Other Service	Work-Complete	1701
02/07/2019	02:55	19-0007771-001	Criminal Citation (Marijuana)	Arrest	Work-Complete	1701
02/14/2019	22:41	19-0009562-001	CDS Arrest x3 (Crack)	Arrest	Work-Complete	1701
02/19/2019	20:50	19-0010585-001	CDS ARREST (PCP)	Arrest	Work-Complete	1701
02/25/2019	02:30	19-0011619-001	Handgun Arrest	Arrest	Work-Complete	1701
Total for # 1701 >>						6
ECONOMES, MICHAEL # 1687						
02/03/2019	18:07	19-0007016-001	DUI (Accident)	Arrest	Work-Complete	1687
02/04/2019	00:04	19-0007057-001	DUI (Accident)	Arrest	Work-Complete	1687
02/05/2019	18:00	18-0072069-002	DUI Arrest (Accident)	Arrest	Work-Complete	1687
02/18/2019	19:03	19-0010320-001	Theft (Shoplifting)	Criminal Citation / Summons	Work-Complete	1687
02/18/2019	21:36	19-0010352-001	Field Observation	Not a Crime/Other Service	Work-Complete	1687
02/27/2019	00:35	19-0012073-001	DUI	Arrest	Supervisor	1687
02/28/2019	00:57	19-0012269-002	Theft (Stolen Auto)	Arrest	Supervisor	1687
Total for # 1687 >>						7
GENNA, KEVIN # 1704						
02/04/2019	11:04	19-0007130-001	PROPERTY DAMAGE	Not a Crime/Other Service	Work-Complete	1704
02/16/2019	11:33	19-0009898-001	Sexual Offense	Active	Supervisor	1704
02/17/2019	09:41	19-0010063-001	THEFT FROM AUTO	Active	Work-Complete	1704
02/17/2019	12:13	19-0010101-001	First Degree Assault w/ Theft	Active	Work-Complete	1704
02/17/2019	14:25	19-0010116-001	THEFT REPORT	Active	Work-Complete	1704
02/21/2019	13:31	19-0010912-001	T - Traffic Stop	Arrest	Work-Complete	1704
Total for # 1704 >>						6
KVECH, ANDREW # 1694						
02/04/2019	03:55	19-0007086-001	Attempt Robbery	Warrant Issued	Supervisor	1694
02/27/2019	11:40	19-0009898-002	Sexual Offense	Active	Supervisor	1694
Total for # 1694 >>						2
SOARES, MORGAN M # 1705						
02/05/2019	12:20	19-0007370-001	THEFT OF PACKAGE	Active	Work-Complete	1705
02/06/2019	09:50	19-0007568-001	THEFT REPORT	Active	Work-Complete	1705
02/06/2019	14:00	19-0007641-001	LOST PROPERTY	Not a Crime/Other Service	Work-Complete	1705
Total for # 1705 >>						3
WEBB, FRANCIS # 1674						
02/01/2019	11:02	19-0006576-001	LOST PROPERTY	Not a Crime/Other Service	Work-Complete	1674
02/01/2019	15:28	19-0006638-001	Theft	Active	Work-Complete	1674
Total for # 1674 >>						2
WHITE, SPENCER A # 1710						
02/06/2019	18:50	19-0007676-001	FAMILY DISPUTE	Active	Work-Complete	1710
02/06/2019	18:50	19-0007676-002	FAMILY DISPUTE	Warrant Issued	Work-Complete	1710
02/10/2019	01:01	19-0008488-001	Traffic Arrest	Arrest	Officer	1701
02/11/2019	20:25	19-0008858-001	OVERDOSE ALS COMBINED	Warrant Issued	Work-Complete	1710

02/11/2019	20:25	19-0008858-002	OVERDOSE ALS COMBINED	Criminal Citation / Summons	Work-Complete	1710
02/15/2019	01:37	19-0009592-001	HANDGUN / PWID	Arrest	Work-Complete	1710
02/19/2019	23:43	19-0010619-001	CDS MDMA Arrest (Poole)	Arrest	Work-Complete	1710
02/24/2019	19:26	19-0011559-001	DUI ARREST	Arrest	Work-Complete	1710
02/28/2019	22:43	19-0012509-001	T - Traffic Stop	Arrest	Work-Complete	1710
Total for # 1710 >>						9
Total Reports >>						35

Code Enforcement Monthly Activity Report (Municipal Infractions)

1 Infraction(s)

MI NUMBER VIOLATION DATE DUE DATE STATUS VIOLATION INFORMATION

GREENLEAF RD 1 Infraction(s)

5600 GREENLEAF RD

5Z41781892

2/4/2019

3/6/2019

Open

Fail to keep animal confined to property

Issuing Officer: Cpl. Economes #1687



Memo

To: David Deutsch, Town Administrator
From: Acting Chief Jarod Towers #1682
Date: March 21, 2019

SUBJECT: FY19 Operating Budget Adjustments

- 1) Lexipol policy management – 1,977 (659/month) * Annual recurring cost (LGIT grant will provide a 1 time 20% grant of 1,560.00)
- 2) Text/Mass notification system – 934.57 Pricing requires a three-year contract. System includes three different languages to be chosen from addendum A.

SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input type="checkbox"/> Spanish
<input type="checkbox"/> Spanish (Mexico)
<input type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

Additional Languages for FMT may be purchased in blocks of three (3) languages for \$250/year, which shall not be prorated for any partial year.



ONSOLVE™

SERVICE AGREEMENT
CodeRED®

This Service Agreement (the "Agreement") by and between Provider (as defined below) and Customer (as defined below) is made as of April 1, 2019 (the "Effective Date").

SERVICE ORDER		
Provider Information: ("Provider")	Provider Name: Entity Type: State of Incorporation: Provider Address:	ONSOLVE, LLC Limited Liability Company Delaware 780 W. Granada Boulevard Ormond Beach, FL 32174
Customer Information: ("Customer")	Customer Name: Entity Type: State of Incorporation: Customer Address: Business Contact/Title: Phone: Email:	<u>Cheverly Town</u> <u>body pollic</u> <u>Maryland</u> <u>6401 Forest Road</u> <u>Cheverly, MD 20785</u> <u>Jarod Towers/Police Chief</u> <u>(301) 341-1055</u> <u>jtowers@cheverlypolice.org</u>
<i>Please complete below if the Primary User is different from the Business Contact</i>		
Primary User Name:		
Phone:		
Email:		
<i>Unless otherwise specified on a Customer purchase order or below, Provider will send invoices to the Customer Business Contact address above.</i>		
Customer Invoice Name:		
Attention:		
Address:		
City, State, Zip:		
Phone:		
Email:		
Preferred method of receiving invoices: <input type="checkbox"/> Email <input type="checkbox"/> US Mail		
DETAILED SERVICE DESCRIPTION		
Initial Term (commencing on Effective Date)	Three (3) Years and ninety-one (91) Days	
Renewal Term(s)	Three (3) Years	
<i>If the Agreement is renewed, the first Renewal Term shall commence as of July 1, 2022</i>		
<u>CodeRED On-Demand Notification Service - Unlimited</u>		
Annual Notification Subscription Fee:	\$3,750.00	
Initial Term Cost for Notification Service:	\$12,184.57	
<u>Text to Keywords</u>		
Number of Keywords:	1	
Annual Text to Keywords Subscription Fee:	Included	
Initial Term Cost for Text to Keywords	Included	
<u>Additional Features</u>		
Commercially Available Data	Included	
One (1) annual Provider-assisted traditional import for Customer data	Included	
Annual Foreign Message Translation Subscription Fee for up to three (3) languages, as selected on Schedule 1:	Included	
Annual CodeRED Weather Warning® Subscription Fee:	Included	
Annual Cost for all Additional Features:	Included	
Initial Term Cost for all Additional Features:	Included	
Annual Subtotal:		\$3,750.00

Initial Term Subtotal: \$12,184.57

May be paid in installments:
Due on the Effective Date \$ 934.57
Due on or before July 1, 2019 \$3,750.00
Due on or before July 1, 2020 \$3,750.00
Due on or before July 1, 2021 \$3,750.00

All amounts are stated in United States Dollars unless specifically indicated otherwise.

- GIS (Target Recipients by Geographic Location): **Cheverly Town, Maryland (the "Notification Area")**
- Up to **6,999** Recipients. A deviation above 10% in the number of Recipients shall result in increased pricing at Provider's then-current rates.
- Notification Subscription Fee includes **Unlimited** Message Units per year for Notifications sent via phone, SMS text or email.
- Provider reserves the right to increase the fees for any Renewal Term in an amount not to exceed five percent (5%) of the prior Initial Term or Renewal Term (as applicable).

ATTACHMENTS: EXHIBIT A – GENERAL SERVICE DESCRIPTION, EXHIBIT B – TERMS AND CONDITIONS, EXHIBIT C – ACCEPTABLE USE POLICY

ONSOLVE, LLC

CUSTOMER: CHEVERLY TOWN, MARYLAND

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A
GENERAL SERVICE DESCRIPTION – CODERED®

Description of On-Demand Notification Service: The Service is an on-demand alerting and response software-as-a-service (SaaS) for the Notification Area. Use of the Service is by subscription and does not require Customer to purchase, install or maintain any dedicated hardware or software. The Service allows any Initiator to send a single alert to thousands of Contacts simultaneously via a combination of familiar communication devices including the ability to capture real-time responses.

Customer can access and activate the Service using any of the following methods:

- *Web:* log in 24/7/365 at <https://www.onsolve.com/login/> to send alerts or to modify your account.
- *Phone:* call (866) 939-0911 for live operator assistance 24/7/365.

Description of Service. With subscription, Customer receives:

- Up to the number of Message Units stipulated on Service Order of the Agreement, which can be used as described on the Service Order and in Exhibit B.
- Unlimited messaging via email and to the CodeRED Mobile Alert App.
- "Message Unit" means:
 - Sixty (60) seconds or less of connected call time in the Service. As an example, a call connected for ninety (90) seconds shall be equal to two (2) Message Units
 - SMS messages that are 140 characters in length. SMS messages over 140 characters in length are separated into multiple Message Units.
- Transaction Fee (as defined on Exhibit B) for unlimited Service (for refund purposes only, where applicable) is equal to \$0.09. Transaction Fee for Message Unit-based Service is equal to the Overage Message Unit price set forth on the Service Order
- Unlimited Initiators (those with role-based ability to access and activate the Service).
- Unlimited groups within accounts: A group is an alert distribution list.
- Standard upgrades. Standard upgrades include all maintenance releases.
- For optional features purchased (e.g. Conference Bridge, Bulletin Board) up to the number of Message Units stipulated on Service Order of the Agreement.
- Absent separate purchase of Commercially Available Data from Provider, Customer is responsible to provide data for use in the Service, and Provider shall not be responsible for Customer's inability to use the Service due to Customer's delay in providing data.
- Customer may purchase professional services ("Professional Services"), such as installations, implementations, software testing, custom modifications, data services or international training sessions from Provider. Professional Services will be described in a separate statement of work.

Contact List Maintenance. Provider provides multiple ways for Customer to enter and maintain the Contact list at no additional charge:

- Community Notification Enrollment ("CNE") Page (public self-registration): Contacts may sign up on the CNE Page and enrollment information will be transferred to Customer. Customer acknowledges and agrees that Provider may notify such individuals that their data will be transmitted to Customer, and that the transmission of such data to Customer may render it public record and is subject to Customer's privacy policies. Customer agrees that it will be solely responsible for providing such privacy policies to these individuals and that Provider shall not be responsible for the individual contribution of contact information through the CNE page.
- Contact Group Enrollment Page (internal self-registration): Customer's internal Contacts may sign up on the Contact Group Enrollment Page and enrollment information will be transferred to Customer.
- Provider agrees that it will, upon termination of the Agreement and Customer's request, provided all Fees are paid in full, transmit in Provider's standard format any Community Notification Enrollment data received on or after the Effective Date and all Contact Group Enrollment data, one (1) time, to Customer at no charge.
- Traditional Import: For its initial population of the Contact list, Customer may supply Provider with a spreadsheet (flat-file format) of Contact list data. Customer Support will scrub (examine) the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the Service. Provider generally updates data provided via traditional import within two (2) business days after receipt of such data. Customer may utilize this traditional flat-file import no more than one (1) time per year at no additional cost, unless otherwise set forth on the Service Order.
- On-Demand Entry: Customer may enter or edit Contact data directly within the Service through the User Interface.

Customer Support. Provider provides Customer with 24/7/365 live phone support at no extra charge. Customer may dial (866) 939-0911, or the local support number provided to you by Provider. At Provider's reasonable discretion, non-urgent after hours and off hours ("AHOH") inquiries may be deferred until conventional business hours to facilitate best handling.

Training. All training is customized and individual to the Customer. Provider training included with subscription at no extra charge:

- One (1) annual Initiator training session;
- Unlimited pre-recorded, web-based remote trainings
- New features training sessions; and
- Best practices feature training sessions (whenever applicable).

Provider Customer Support works with Customer to schedule training flexibly and to accommodate Customer's schedule. All training is conducted via Web meeting/conference call.

Customer may request additional sessions, or onsite training in lieu of Web-based training. Such training is billable at a base \$1,500 day rate (minimum half day fee applies). For any onsite training, Customer is responsible for all of Provider's reasonable and pre-approved travel/lodging/incidental expenses.

Support Documentation. Service documentation appears online. In addition to other online help documentation, Customer may download/print the current version of the Provider User Guide at any time.

Description of Additional Features. Customer may purchase (if set forth on the Services Order):

- Commercially Available Data. Provider shall include commercially available data (the "Commercial Data") for use by Customer in the Service. Provider will perform Commercial Data updates 3 to 4 times per year. Commercial Data is subject to licensing requirements that do not permit Provider to transfer ownership to Customer.
- Foreign Message Translation. All Notifications must be input in English. Once specified, languages may not be changed, absent execution of an updated Schedule 1. ONLY those Users that have opted-in to the Service will receive their selected FMT. Translation is supplied by a third party and is AS-IS.
- CodeRED Weather Warning® ("CRWW") - Includes automated Notifications generated from severe weather bulletins issued by the National Weather Service ("NWS"). CRWW Notifications are sent by matching the geographic locations associated with Users against the geographic polygon(s) associated with severe weather bulletins issued by NWS. CRWW Notifications are automatically launched 24 hours a day in response to the issuance of NWS severe weather bulletins. ONLY those Users that have opted-in to CRWW will receive CRWW Notifications. Consent for opt-in is required as set forth in the Agreement. CRWW Notifications are not deducted from Message Units.
- Integrated Public Alert Warning System ("IPAWS") Submission App ("IPAWS App"). Permits Customer to submit Notifications to IPAWS. IPAWS Notifications may be reviewed by the Federal Emergency Management Agency ("FEMA") to determine appropriate dissemination. Initiators with access to the IPAWS App shall be authorized by FEMA to use IPAWS. In order to use the IPAWS App, Customer agrees to provide Provider, using best practices and secure means, with a copy of its IPAWS digital signature ("Signature") along with its associated keystore, Signature pass codes, application for IPAWS, and any other information reasonably requested by Provider. Customer authorizes Provider to use and keep such information on Provider's servers for the purpose of allowing Customer and Provider to access, use and test IPAWS through the IPAWS App. Customer acknowledges and agrees that: (a) the dissemination of Notifications through IPAWS is not guaranteed nor controlled by Provider, and is the sole responsibility of FEMA; (b) Provider shall not be responsible or liable for the failure of Notifications to be disseminated through IPAWS; and (c) IPAWS may include additional features which are not supported through the IPAWS App (eg. the receipt of messages) and Provider shall not be required to provide such additional features. IPAWS App Notifications are not deducted from Message Units.
- Bulletin Board. Bulletin Board allows Customer to record messages by dialing an interactive voice response system. Customer may promote its assigned number, and callers may call to listen to the prerecorded messages. Bulletin Board will capture the caller's spoken responses and/or keypress information and provide a report in the Service. Upon termination or expiration of the Agreement, Provider will retain any numbers provided. Message Units for Bulletin Board will be deducted in sixty (60) second increments. All incoming calls whether made for the purpose of recording or listening to Notifications will result in call time deduction.
- Conference Calling. Conference lines are available on a first come, first serve basis. Conference lines are supplied by a third party and are AS-IS. Message Units for Conference Calling will be deducted in sixty (60) second increments. Each line invited into the call will result in call time deduction.
- GIS Custom Map. GIS information must be in a standard format recognizable and electronically transferable to the Service. A full GIS map must be provided by Customer for hosting by Provider in order to be used in the Service.

SCHEDULE 1 – FOREIGN MESSAGE TRANSLATION

Please select **three (3)** languages.

Selected Language
<input type="checkbox"/> Catalan (Catalan)
<input type="checkbox"/> Chinese (Simplified, PRC)
<input type="checkbox"/> Chinese (Traditional, Hong Kong S.A.R.)
<input type="checkbox"/> Chinese (Traditional, Taiwan)
<input type="checkbox"/> Danish (Denmark)
<input type="checkbox"/> Dutch (Netherlands)
<input type="checkbox"/> Finnish (Finland)
<input type="checkbox"/> French (Canada)
<input type="checkbox"/> French (France)
<input type="checkbox"/> German (Germany)
<input type="checkbox"/> Italian (Italy)
<input type="checkbox"/> Japanese (Japan)
<input type="checkbox"/> Korean (Korea)
<input type="checkbox"/> Norwegian, Bokmål (Norway)
<input type="checkbox"/> Polish (Poland)
<input type="checkbox"/> Portuguese (Brazil)
<input type="checkbox"/> Portuguese (Portugal)
<input type="checkbox"/> Russian (Russia)
<input type="checkbox"/> Spanish
<input type="checkbox"/> Spanish (Mexico)
<input type="checkbox"/> Spanish (Spain, International Sort)
<input type="checkbox"/> Swedish (Sweden)

Additional Languages for FMT may be purchased in blocks of three (3) languages for \$250/year, which shall not be prorated for any partial year.

Exhibit B
TERMS AND CONDITIONS

1. DEFINITIONS.

- 1.1. "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with, a party to this Agreement, where "control" means the control, through ownership or contract, of more than 50% of all the voting power of the shares entitled to vote for the election of the entity's directors or members of the entity's governing body; provided that such entity shall be considered an Affiliate only for the time during which such control exists.
- 1.2. "API" means the application program interface for the Service.
- 1.3. "API Contacts" means an individual person whose information is stored in an external third party application database (not in the Service database) capable of only receiving and responding to Notifications. API Contacts are not permitted to log in to the Service. All API Contacts are included in Customer's total number of Contacts as set forth on the Service Order, whether or not they are transmitted to the Service.
- 1.4. "Applicable Law" means any domestic and/or foreign statute, ordinance, judicial decision, executive order, or regulation having the force and effect of law, including US-EU Privacy Shield (where applicable).
- 1.5. "Contact" means an individual person capable of only receiving and responding to Notifications and, if permitted, updating its own profile. Contact includes API Contacts.
- 1.6. "Content" means content, data, text, messages and other material contained in a Notification.
- 1.7. "Data Processing Addendum" means Provider's data processing addendum (if applicable) that is executed by the Parties under this Agreement.
- 1.8. "Documentation" means any official, applicable documentation that Provider provides to Customer (electronic or written) regarding the Service.
- 1.9. "EU or Swiss Personal Data" means Standard Personal Information of any European Economic Area (EEA) resident as defined under the General Data Protection Regulation (EU 2016/679) ("GDPR") and any national laws implementing the GDPR, regulations and secondary legislation, or of any Swiss resident as defined under the Swiss Federal Data Protection Act and Data Ordinance 2017, each as amended or updated from time to time.
- 1.10. "Fees" means any fees due hereunder, including without limitation all Transaction Fees and Subscription Fees.
- 1.11. "Initiator(s)" means an individual person or application authorized to create and issue Notifications.
- 1.12. "Notification(s)" means messages issued by an Initiator through the Service, whether or not responded to by Contact.
- 1.13. "Sensitive Data" means any personally identifiable information relating to health/genetic or biometric information; religious beliefs or affiliations; political opinions or political party membership; labor or trade union membership; sexual preferences, practices or marital status; national, racial or ethnic origin; philosophical or moral beliefs; criminal record, investigations or proceedings or administrative proceedings; financial, banking or credit data; date of birth; social security number or other national id number, drivers' license information; or any other "sensitive data" category specifically identified under any Applicable Laws.
- 1.14. "Service" means Provider's software-as-a-service, Internet-based and accessed notification service to set up and send Notifications.
- 1.15. "Service Order" means the service order to which these Terms and Conditions are attached, which describes the specific Service to be provided to Customer.
- 1.16. "Standard Personal Information" means name, business contact details (work telephone number, cell phone number, e-mail address and office address and location), personal contact details (home telephone number, cell phone number, other telephone, e-mail address and physical address), geolocation, and employee ID or other non-identifying ID number.
- 1.17. "Subscription Fee" means the fees for access to and use of the Service, including any activation fees.
- 1.18. "Transaction Fee" means the fees for individual transactions of sending and/or receiving Notifications to and from devices.
- 1.19. "User" means, collectively, Initiator(s) and Contact(s).

2. SCOPE OF THE SERVICE.

- 2.1. Service. Subject to these Terms and Conditions (this "Agreement"), including the Exhibits attached hereto, Provider shall provide Customer with access to the Service in accordance with Provider's Documentation. Customer will not, and will not allow or assist any other entity to, sublicense, assign, transfer, distribute, rent or sell use or access to the Service, or remove, alter or obscure any product identification, copyright or other notices. Only Customer, its Affiliates' and their respective employees and agents may act as Initiators; all use of the Service by Customer, its Affiliates' and their respective employees and agents is subject to the restrictions set forth in this Agreement.
- 2.2. Ownership and Service Components. All rights not expressly granted to Customer herein are expressly reserved by Provider. The Service is and shall remain the exclusive property of Provider and its licensors. Customer represents and warrants it has the right and authority to provide Provider with the Content for use in connection with the Service and Provider agrees that Content shall be owned by Customer. Provider and its third-party providers shall have a royalty-free, worldwide, transferable, sub-licenseable license to use the Content to perform the Service. Provider may gather Service data for the purpose of optimizing the Service. This information includes data regarding memory usage, connection speed and efficiency. Users are subject to Provider's terms of service and privacy policy available on Provider's website, www.onsolve.com/privacy-statement. Customer shall not, and shall not allow or assist any other entity to, create derivative works, modify, decompile, disassemble, or otherwise reverse engineer or attempt to discover any source code or underlying ideas of any component of the Service, except to the extent that Applicable Law prohibits such restrictions. Customer agrees that any suggestions, enhancement requests, recommendations, or other improvements (collectively, "Feedback") provided by Customer to Provider may be incorporated by Provider into the Service. Feedback is provided without warranty of any kind. Customer grants Provider the right to copy, distribute, transmit, publicly display, publicly perform, reproduce, edit, translate, and reformat the Feedback, and the right to sublicense such rights to others. No compensation will be paid with respect to the use of Feedback.

2.3. Contact Limit. During the term of the applicable Service Order and for a period of one (1) year thereafter, Provider shall have the right (at its own expense, upon reasonable notice, and no more frequently than once per calendar year unless prior breach has been uncovered) to inspect the number of Contacts. If Provider determines that Customer has exceeded the licensed number of Contacts, Customer shall pay Provider for the additional Contacts and the costs of such review within ten (10) days of Provider's invoice.

3. PAYMENT AND TAXES

3.1. Payment. Customer shall pay the Fees as set forth on the Service Order to this Agreement without setoff or deductions, within thirty (30) days from the invoice date. Payment shall be in advance, excluding any Transaction Fees which will be billed in arrears. Unpaid balances will be subject to interest at a rate of one and a half percent (1.5%) per month or the highest rate permitted by Applicable Law, whichever is lower, commencing on the date that payment was due.

3.2. Taxes. In addition to the Fees, Customer agrees to pay any taxes (including any VAT or sales tax), whether foreign, federal, state, local or municipal that may be imposed upon or with respect to the Service exclusive of taxes on Provider's net income.

3.3. Message Surcharges. Provider will not be liable to Customer, to any Contact or to any other person for any charges or fees that arise from sending or receipt of a Notification using the Service, including as a result of increases in pass-through charges by telecommunications providers.

4. TERM AND TERMINATION

4.1. Term. Unless earlier terminated in accordance with the terms of this Agreement, the Initial Term of this Agreement shall begin on the Effective Date and continue for the period set forth on the applicable Service Order. Upon completion of the Initial Term, this Agreement shall automatically renew for successive renewal terms (each a "Renewal Term") as set forth on the applicable Service Order, unless either party provides at least thirty (30) days' written notice that the Agreement will expire at the end of the Initial Term or then-current Renewal Term.

4.2. Termination. If either party defaults in any of its material obligations under this Agreement and such default has not been cured within thirty (30) days after written notice of such default, or if either party makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated bankrupt or insolvent, is subject to appointment of a receiver or is a party in any proceeding in any jurisdiction to which it is subject that has an effect similar or equivalent to any of the events mentioned, the non-defaulting party may immediately terminate this Agreement in addition to its other rights and remedies.

4.3. Suspension. Provider may suspend the Service: (a) effective immediately upon notice if Customer breaches any provision under Section 5 (Customer Obligations); or (b) if payment for any portion of the Fees is not received by Provider within fifteen (15) days after receipt of written notice that payment is past due. Such suspension shall not modify or lengthen the term of this Agreement or any then current Service Order, nor shall any rights or obligations hereunder be waived during the suspension period.

4.4. Effects of Termination. Upon termination or expiration of this Agreement (i) Provider will, upon written request of Customer, erase Customer data from the production servers controlled by Provider, except that: (a) any data stored on Provider's backup servers shall be deleted as soon as technically feasible, and in any event within ninety (90) days from deletion from production, and Provider agrees that it (1) shall discontinue processing such data; and (2) shall maintain the confidentiality of such data in accordance with this Agreement; and (b) Provider may retain report data (e.g., date/time of Notification and number of Notifications sent) necessary to support its billing and accounting records; (ii) Customer will immediately pay to Provider all amounts due and payable for Services delivered prior to the date of termination; (iii) Customer shall immediately cease all use of the Service and return or destroy all copies, extracts, derivatives and reflections of the Service, and, upon Provider's request, provide written notice that Customer has fully complied with this clause, and (iv) remedies for breach, rights to accrued payments and Sections 1 (Definitions), 2.2 (Ownership and Service Components), 2.3 (Contact Limit), 3. (Payment and Taxes), 4.4 (Effects of Termination), 5 (Customer Obligations), 6 (Confidentiality and Security), 8 (Indemnification and Responsibility), 9 (Limitation of Liability), and 10 (General) will survive. Upon termination of this Agreement for Customer's breach: (a) Customer will immediately pay to Provider all unpaid Fees that would become due under the then-current term if such termination did not occur; and (b) Provider shall retain any Fees paid to date. Upon termination of this Agreement for Provider's breach, Provider will refund an amount equal to the prorated amount of Fees paid for the remainder of the then current term, less any expenses for transactions completed prior to the date of termination, which shall be calculated based upon the Transaction Fees.

5. CUSTOMER OBLIGATIONS

5.1. Customer Obligations. The Service is subject to pass-through terms from certain telephony, facsimile, GIS and/or Short Message Service (SMS) vendors and as such, Provider may modify these terms upon thirty (30) days written notice to Customer if reasonably necessitated due to changes by the third-party providers. Failure to comply with these terms could result in the termination of certain critical services from Provider's vendors which would impact all of Provider's customers.

5.2. Acceptable Use Policy. Customer will use the Service in accordance with all Applicable Laws and the Acceptable Use Policy attached to the Agreement as Exhibit C.

5.3. Data Security. Customer acknowledges and agrees that Provider does not require or "pull" any specific data from Customer; that Customer controls which data and Content is input through the Service and which data is sent and to whom such data is sent; and that Provider only specifically tracks the privacy regulations of the United States, Canada, and the European Economic Area, Switzerland and Japan with respect to the Standard Personal Information and shall have no obligations with respect to privacy regulations in other countries or for other types of data. Accordingly: (i) Customer shall not under any circumstances, transmit or store any Sensitive Data to or through the Service; and (ii) Customer shall not transmit or store any EU or Swiss Personal Data to or through the Service unless: (a) Customer is certified under the US-EU Privacy Shield Framework and complies with the Privacy Shield's principles in connection with the protection and handling of its Standard Personal Information or Customer hereby represents to Provider that its protection and handling of Standard Personal Information is in compliance with the principles outlined in the US-EU Privacy Shield Framework, consisting of: Notice, Choice, Accountability

for Onward Transfer; Security; Data Integrity and Purpose Limitation; Access; Recourse; Enforcement and Liability; or (b) Customer has executed the Data Processing Addendum, and in such case Customer shall fully comply with the Data Processing Addendum. Provider is certified under the US-EU Privacy Shield Framework and complies with the EU-US Privacy Shield principles in its handling and processing of Standard Personal Information.

6. CONFIDENTIALITY AND SECURITY.

6.1. Confidential Information. During the course of this Agreement, each party may have access to confidential, proprietary or trade secret information disclosed by the other party, including, without limitation, ideas, trade secrets, procedures, methods, systems, and concepts, whether disclosed orally or in writing or stored within the Service, or by any other media ("Confidential Information"). Any information related to the Service, including Documentation, security information, and API information, shall be deemed to be Confidential Information of Provider, and any Content shall be deemed to be Confidential Information of Customer. Each party (the "Receiving Party") acknowledges that the Confidential Information of the other party (the "Disclosing Party") contains valuable trade secrets and other proprietary information of the Disclosing Party and that any such Confidential Information will remain the sole and exclusive property of the Disclosing Party. Each party will use Confidential Information only for the purpose of performing under this Agreement, restrict disclosure of Confidential Information solely to its employees and contractors with a need to know, not disclose such Confidential Information to any other entities unless required to perform the terms of this Agreement, and otherwise protect the Confidential Information with no less restrictive measures than it uses to protect its own confidential and proprietary information. Information will not be deemed "Confidential Information" if it: (a) is generally available to the public (other than through breach of this Agreement); (b) is received from a third party lawfully empowered to disclose such Information without being subject to an obligation of confidentiality; or (c) was rightfully in the Receiving Party's possession free of any obligation of confidence at the time it was communicated to the Receiving Party. Notwithstanding the above, the Receiving Party will not be in violation of the confidentiality restrictions herein with regard to a disclosure that was in response to a valid order by a court or other governmental body, provided that the Receiving Party provides the Disclosing Party with prompt written notice prior to such disclosure where reasonably possible in order to permit the Disclosing Party to seek confidential treatment of such Information. A Receiving Party shall promptly notify the Disclosing Party if the Receiving Party becomes aware of any misuse or unauthorized disclosure of Confidential Information.

6.2. Security. Provider has put in place commercially reasonable information security procedures designed to protect and prevent unauthorized access to Content and Contact data. Provider will only process Content in accordance with the terms and conditions of this Agreement and Customer's instructions. Provider's security procedures include physical security, network security, hosted/data security and web security. Provider may modify its security procedures from time to time in accordance with changes to industry standards, but only in a manner that retains or increases the stringency of Provider's security obligations.

7. REPRESENTATIONS AND DISCLAIMER

7.1. Mutual Representations. Each party represents and warrants that: (i) it has the full corporate right, power and authority to enter into this Agreement, to grant the rights granted hereunder and to fully perform its obligations under this Agreement; (ii) the execution of this Agreement by such party, and the performance by such party of its obligations hereunder, does not and will not violate or conflict with any agreement to which such party is a party or by which it is otherwise bound; and (iii) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

7.2. Additional Provider Representations. Provider represents and warrants that: (i) the Service will conform in all material respects to Applicable Law, Provider's Documentation; and (ii) all customer support, training and other services to be performed hereunder shall be performed in a professional and workmanlike manner consistent with industry standards.

7.3. Disclaimer. Provider makes no representation, warranty or guaranty, that the Service will work with, or be supported by, all protocols, networks, operating systems or environments; will be error-free; or that all Notifications will be delivered. Customer acknowledges and agrees that the Service is provided on a best efforts basis and is not designed, intended, authorized or warranted to be suitable for hosting life-support or EMT-based applications or other critical applications where the failure or potential failure of the Service can cause injury, harm, death, or other grave problems, including delays in getting medical care or other emergency services, and that any use of the Service to support such applications is fully at Customer's risk and Customer acknowledges that Provider will not have any liability for issues related to such use. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY OR OTHERWISE, REGARDING THE SERVICE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. INDEMNIFICATION AND RESPONSIBILITY

8.1. Provider General Indemnification. Provider will defend, indemnify, and hold harmless Customer and its employees ("Customer Indemnitees") from and against any and all third party actions, losses, awards, liabilities, claims, expenses, damages, settlements, fees, penalties and costs of every kind and description, including reasonable legal fees and government regulatory fines (collectively, "Losses"), arising from: (i) any gross negligence or willful misconduct by Provider; or (ii) any breach of Section 6 by Provider.

8.2. Provider IP Indemnification. Provider will defend, indemnify, and hold harmless the Customer Indemnitees from and against all Losses arising out of a claim that the Service directly infringes a copyright or patent issued as of the Effective Date, or other intellectual property right of a third party. The foregoing obligation of indemnification does not apply where: (a) Customer's use of the Service is not in compliance with the terms of this Agreement; (b) Customer has modified the Service or any part thereof without Provider's express, written authorization; (c) Customer has combined the Service with software, hardware, system, data, or other materials not supplied or authorized by Provider where the infringement or misappropriation relates to such combination, unless Provider expressly authorized such combination or the combination was provided for in the Documentation; (d) the Loss is as a result of Content or Contact data; or (e) Customer continues use of the Service after being provided modifications that would have avoided the alleged infringement. In the event Provider believes that

the Service is, or is likely to be, the subject of an infringement claim, Provider may, at its option, (1) procure for Customer the right to continue using the Service under this Agreement, (2) replace or modify the Service so that it becomes non-infringing but substantially equivalent in functionality and performance, or (3) if neither clause (1) or (2) are feasible in spite of Provider's reasonable efforts, terminate this Agreement and refund a prorated portion of the Subscription Fees based on the days left in the Initial Term or then-current Renewal Term, less any expenses for usage accrued prior to the date of termination. The foregoing obligations are Provider's only obligations and liability in connection with infringement by the Service.

8.3. **Customer Indemnification.** Customer agrees to indemnify, defend and hold harmless Provider and its Affiliates, licensors and suppliers from and against all Losses arising out of: (i) Customer's breach of Sections 5 and 6; (ii) third party claims that Customer's Content infringes on any intellectual property rights; or (iii) Customer's gross negligence or willful misconduct.

8.4. **Indemnification Procedures.** Each party seeking indemnification hereunder shall provide the other party with: (i) prompt written notice of any claim for which indemnification is sought; (ii) complete control of the defense and settlement of such claim; and (iii) reasonable assistance and cooperation in such defense at the indemnifying party's expense. In any proceeding the indemnified party shall have the right to retain, at its expense, its own counsel. Notwithstanding the foregoing, the indemnifying party may not enter into a settlement of a claim that involves a remedy other than the payment of money by the indemnified party (which amounts must be subject to indemnification by the indemnifying party) without the indemnified party's written consent.

9. LIMITATION OF LIABILITY

9.1. **Limitation on Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO BREACH OF SECTION 5.2 or Section 5.3 (CUSTOMER OBLIGATIONS) OR SECTION 6 (CONFIDENTIALITY AND SECURITY) OR ANY OBLIGATIONS UNDER SECTION 8 (INDEMNIFICATION AND RESPONSIBILITY): (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY LOSS OF DATA, REVENUES, PROFITS OR OTHER ECONOMIC ADVANTAGE, OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR OTHER SIMILAR DAMAGES OF ANY KIND OR NATURE, (HOWEVER ARISING, INCLUDING NEGLIGENCE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE SERVICE OR THIS AGREEMENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (b) IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF EITHER PARTY, ITS AFFILIATES AND ITS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS EXCEED THE FEES ACTUALLY PAID OR PAYABLE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS OF SERVICE PRIOR TO THE DATE ON WHICH SUCH CLAIM AROSE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL PROVIDER'S TOTAL CUMULATIVE LIABILITY FOR ANY BREACH OF SECTION 6 (CONFIDENTIALITY AND SECURITY) EXCEED THREE TIMES (3X) THE FEES ACTUALLY PAID BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE FIRST NOTICE IS PROVIDED BY CUSTOMER REFERENCING THE RELEVANT CLAIM HEREUNDER. Customer understands and agrees that the limitation of liability in this Agreement for Provider is reasonable and that Provider would not enter into this Agreement without such limitations.

10. GENERAL

10.1. **Force Majeure.** Neither party shall be responsible for delays or failures of performance resulting from acts beyond the reasonable control of such party, including acts of God, acts of war, riots, acts of terror and other acts or omissions of third parties such as interruptions, delays, or malfunctions of service by third-party service providers.

10.2. **Dispute Resolution.** Except for injunctive relief sought by either party, the parties agree to cooperate and escalate any dispute or controversy ("Dispute") arising out of or related to the performance of this Agreement or any Service Order to each party's business managers, who will meet and work in good faith to resolve each Dispute within ten (10) business days after receiving notification of the Dispute. If the business managers are unable to resolve the Dispute, either party may escalate the Dispute to the next highest level of management for resolution. If the Dispute remains unresolved thirty (30) days after referral to the next highest level of management within each party, either party may bring suit in a court of competent jurisdiction. This Section shall survive the expiration or termination of this Agreement for any reason. If either party engages attorneys to enforce any rights out of or relating to this Agreement, the prevailing party in any action to enforce or interpret this Agreement shall be entitled to recover any and all costs and expenses of any nature including attorneys' and experts' fees and costs.

10.3. **Publicity.** For the duration of this Agreement, Provider may use Customer's name and logo on the Provider web site and in Provider's collateral marketing materials identifying Customer as a purchaser of the Service. If Provider's expected use of Customer's name and/or logo includes more than basic identification of Customer, Provider shall provide Customer with a copy of such content for approval, such approval not to be unreasonably withheld.

10.4. **Survival of Terms.** The rights and obligations of either party that by their nature would continue beyond the termination or expiration of this Agreement shall survive termination or expiration of this Agreement. For example, the provisions of this Agreement regarding indemnification and/or limitation of liability shall survive termination of this Agreement as to any cause of action arising under the Agreement.

10.5. **Independent Contractor.** Provider's relationship with Customer shall be that of an independent contractor, and nothing in this Agreement shall be construed to create a partnership, joint venture, principal-agent, or employer-employee relationship. Neither party will have or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party.

10.6. **Severability.** If any term or provision of this Agreement or the application thereof is to any extent held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each term and provision hereof shall be valid and enforced to the fullest extent of the law.

10.7. Entire Agreement. This Agreement constitutes the entire agreement and understanding between Customer and Provider with respect to the subject matter hereof and supersedes all prior and contemporaneous verbal and written negotiations, agreements and understandings, if any, between the parties. This Agreement cannot be modified except by a writing signed by an authorized representative of each party. The terms of this Agreement shall take precedence over any conflicting terms in purchase or procurement documentation, such as a purchase order, acknowledgement form, or other similar documentation and any pre-printed terms and conditions on or attached to Customer's purchase orders or invoices will be of no force or effect. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

10.8. Notice. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier or other nationally recognized carrier, or by facsimile (receipt confirmed), in each case to Provider's address on the Service Order, Attn: Legal, and to Customer's Business Contact on the Service Order, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

10.9. Counterparts. This Agreement may be executed in facsimile and in counterparts.

10.10. Export Compliance. The Service and other Provider technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Customer represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the Service in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation, and will not permit any U.S.-sanctioned persons or entities to act as Users.

10.11. U.S. Government End Users. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, *all software* and accompanying documentation provided in connection with this Agreement are "commercial items," "commercial computer software," and or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by the terms of this Agreement. Customer will ensure that each copy used or possessed by or for the government is labeled to reflect the foregoing.

10.12. Assignments. Neither party may assign this Agreement without the prior written consent of the other party, except to an Affiliate or an entity that acquires all or substantially all of its business or assets, whether through merger, reorganization or otherwise. Any assignment in violation of the foregoing shall be void and of no effect.

PROVIDER: ONSOLVE, LLC

CUSTOMER: CHEVERLY TOWN, MARYLAND

Signed: _____

Signed: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Executed for Exhibits B and C

**EXHIBIT C
ACCEPTABLE USE POLICY**

1. General Terms.

1.1 All Content is Customer's sole responsibility. Customer is solely responsible for the integrity and quality of the Content. Customer shall be responsible for, and under no circumstances will Provider or its Affiliates or any of their licensors or suppliers be responsible, for any loss, damage or liability arising out of any Content, including any mistakes contained in the Content or the use or subject matter of the Content. Further, Customer is responsible for: (i) any Notifications that are sent through its accounts (other than if caused by the Service itself or breaches by Provider); (ii) all Fees accruing from the use of the Service through its account, whether by its Affiliates and its and their employees and consultants; and (iii) all actions of its Affiliates, and its and their employees consultants, as if such actions had been conducted by Customer.

1.2 Customer shall be responsible for procuring any necessary consents or having other legal basis to contact Contacts with respect to the provision of any data transmitted through the Service.

1.3 Customer shall use any data it uploads into the Service in accordance with any and all restrictions applicable to such data and all Applicable Laws.

1.4 Customer will use and permit its Users to use the Service in accordance with this Agreement and all Applicable Laws, including the Telephone Consumer Protection Act, Fair Debt Collections Practices Act, Federal Communications Commission ("FCC") or Federal Trade Commission ("FTC") rules or regulations and any and all other Applicable Laws related to pre-recorded telephone and/or text messages and the use of automated dialing equipment.

1.5 Customer will include, at the beginning of each Notification, its official business or government name. Customer will include, at the end of each Notification, a telephone number for Customer.

1.6 Customer will not send any Notifications to mobile devices owned by a Contact unless Customer has obtained such Contact's "opt-in" consent to receive, or Customer has other legal basis to send such Contact, pre-recorded, telephone and text Notifications using automated dialing equipment.

1.7 Customer must provide Contacts with a simple mechanism for opting out or unsubscribing from receiving Notifications, including information on how to "opt-out" or unsubscribe.

1.8 Customer will not send Notifications to phone numbers that are emergency numbers and/or other numbers that may not be called using automated dialing equipment under Applicable Law.

1.9 Customer's total Notifications to an individual Contact will not exceed an average of one (1) Notification per day (via any contact method), absent an emergency or a specific use case for the Contact. Should Customer exceed this fair use, the parties will meet to discuss the reasons, review best practices and determine if an adjustment to Customer's Service plan is necessary. Due to vendor requirements for ensuring Notifications sent by the Service are not blacklisted, Customer shall adhere to this fair use policy.

1.10 Customer will not send any Content that it knows, or has reason to know: (i) infringes another's rights in intellectual property; (ii) invades any privacy laws including without limitation another's right to privacy and/or any privacy policies of Customer or any third-party; and/or (iii) justifies a complaint to the FCC and/or FTC.

1.11 Customer will not, and will not permit its Users or any third parties to: (i) engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Service; (ii) use the Service in connection with any telemarketing, solicitations, donations, sales, spamming or any unsolicited messages (commercial or otherwise); and/or (iii) provide Content to be transmitted in the Service which: (a) is defamatory, libelous, obscene, pornographic, or is otherwise harmful; (b) promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; and/or (c) contains or otherwise links to viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

1.12 Customer may send SMS Texts in text format only.

1.13 Customer acknowledges and agrees that Notifications may not be delivered to the phone if not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the carrier may interfere with message delivery, including the Customer's equipment, terrain, proximity to buildings, foliage, and weather. Customer acknowledges that urgent Notifications may not be timely received and that the carrier does not guarantee that messages will be delivered.

1.14 Customer acknowledges that Provider may block Notifications (e.g., based on Instructions from Contacts, carriers, aggregators, government agencies, etc.).

1.15 Customer agrees to maintain all security regarding its (and its Users') account ID, password, and connectivity with the Service. If Customer's account ID or password are stolen, or otherwise compromised Customer is obligated to immediately change the password and inform Provider of the compromise.



AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Cheverly Police Department
Agency's Address: 6401 Forest Rd
Hyattsville, Maryland 20785

Attention: Chief Jarod Towers

Lexipol's Address: 2801 Network Boulevard, Suite 500
Frisco, Texas 75034

Attention: Jessica Levenberg

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet, (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet, and (d) **Exhibit C** (Scope of Services) attached to this cover sheet. Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

Agency

Signature: _____

Print Name: _____

Title: _____

Date Signed: _____

Lexipol

Signature: _____

Print Name: Van Holland

Title: Chief Financial Officer

Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

Pro-Rated 3 Months

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (Start: 4/1/2019 End: 6/30/2019)	USD 2,081.00	5%	USD 104.00	USD 1,977.00
	Subscription Line Items Total			USD 104.00	USD 1,977.00
				USD 104.00	USD 1,977.00
				Pro-Rated 3 Months Discount:	USD 104.00
				Pro-Rated 3 Months TOTAL:	USD 1,977.00

Annual Subscription Starting
July 1, 2019

QTY	DESCRIPTION	UNIT PRICE	DISC	DISC AMT	EXTENDED
1	Annual Law Enforcement Policy Manual & Daily Training Bulletins w/Supplemental Publication Service (12 Months)	USD 8,325.00	5%	USD 416.00	USD 7,909.00
	Subscription Line Items Total			USD 416.00	USD 7,909.00
				USD 416.00	USD 7,909.00
				Annual Subscription Starting July 1, 2019 Discount:	USD 416.00
				Annual Subscription Starting July 1, 2019 TOTAL:	USD 7,909.00

*Law Enforcement pricing is based on 15 Law Enforcement Sworn Officers.

The foregoing pricing has been prorated for the benefit of Agency and Agency therefore agrees that they will waive the right to cancel this agreement until the end of the first renewal period.

Discount Notes

Annual 5% LGIT Member Discount.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions and Services Being Purchased and Related Fees) attached to that cover sheet, (c) these General Terms and Conditions, and (d) Exhibit C (Scope of Services).

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting the generality of the foregoing, Agency will not import, upload, or otherwise make available any

Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. **Non-Transferability.** The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. **Confidentiality.** From time to time during the term of this Agreement, either party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 **Governing Law.** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 **Entire Agreement.** This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 **Headings.** The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

13.4 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document.

13.5 **Amendment.** No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 **Attorneys' Fees.** If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorneys' fees and expenses of litigation.

13.7 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.8 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.9 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.10 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

EXHIBIT C

Scope of Services

Policy Manual

Legally defensible, up-to-date policies are the foundation for consistent, safe public safety operations and are key to lowering liability and risk. Lexipol's comprehensive policy manual covers all aspects of your agency's operations.

- More than 155 policies researched and written by public safety attorneys and subject matter experts
- Policies based on State and federal laws and regulations as well as nationwide best practices
- Content customized to reflect your agency's terminology and structure

Daily Training Bulletins (DTBs)

Even the best policy manual lacks effectiveness if it's not backed by training. Lexipol's Daily Training Bulletins are designed to help your personnel learn and apply your agency's policy content through 2-minute training exercises.

- Scenario-based training ties policy to real-world applications
- Understanding and retention of policy content is improved via a singular focus on one distinct aspect of the policy
- Each Daily Training Bulletin concludes with a question that confirms the user understood the training objective
- Daily Training Bulletins can be completed via computers or from smartphones, tablets or other mobile devices
- Reports show completion of Daily Training Bulletins by agency member and topic

Policy Updates

Lexipol's legal and content development teams continuously review state and federal laws and regulations, court decisions and evolving best practices. When needed, we create new and updated policies and provide them to your agency, making it simple and efficient to keep your policy content up to date.

- Updates delivered to you through Lexipol's web-based content delivery platform
- Changes presented in side-by-side comparison against existing policy so you can easily identify modifications/improvements
- Your agency can accept, reject or customize each update

Web-Based Delivery Platform and Mobile App (Knowledge Management System)

Lexipol's online content delivery platform, called KMS, provides secure storage and easy access to all your policy and training content, and our KMS mobile app facilitates staff use of policies and training completion.

- Ability to edit and customize content to reflect your agency's mission and philosophy
- Efficient distribution of policies, updates and training to staff
- Archival and easy retrieval of all versions of your agency's policy manual
- Mobile app provides in-the-field access to policy and training materials

Reports

Lexipol's Knowledge Management System provides intuitive reporting capabilities and easy-to-read reports that enhance command staff meetings and strategic planning.

- Track and report when your personnel have acknowledged policies and policy updates
- Produce reports showing completion of Daily Training Bulletins
- Sort reports by agency member, topic and other subgroups (e.g., shift, assignment)
- Reduce the time your supervisors spend verifying policy acknowledgement and training completion

Supplemental Publication Service

Lexipol's Supplemental Publication Service (SPS) streamlines the storage of your agency's content, giving you one place to access procedures, guidelines, general orders, training guides or secondary policy manuals.

- Electronically links department-specific procedural or supplemental content to your policy manual
- Provides electronic issuance and tracking for your agency's procedural or supplemental content
- Allows you to create Daily Training Bulletins against your procedural content
- Designed for standard operating guidelines, procedures, general orders or field guides



Memo

To: Mr. David Deutsch, Interim Town Administrator

From: Jarod Towers, Acting Chief of Police #1682

Date: March 26, 2019

RE: Recruitment and Retention

In the past few months, positive changes, as it pertains to the department's retention and recruitment efforts, have begun to take shape. However, despite these changes, the department still has active competition with other police departments, both in Prince George's County and beyond.

My experience of heading up the department's recruitment efforts, and the many conversations I have had with both current and departing officers, has afforded me the insight that the repetitiveness of patrolling just over one square mile is the main cause for officers, both current and prospective, to seek employment with other agencies with larger areas to patrol and more opportunities/units of police work to pursue. This continues to leave the department short staffed, and our officers overworked.

These shortages are resulting in morale issues, a major concern for me. I believe that our efforts need to be focused on a long-term resolution. The department must create opportunities for growth and development.

It is imperative that the Cheverly Police Department find ways to first, retain the current officers and secondly, recruit new officers. With this in mind, the department offers the following 3-part solution.

1. Addition of more specialized units
2. An increase in patrol territory through agreements with neighboring jurisdictions
3. Recruitment efforts that include Retirees & Military Veterans

It should be noted that efforts to meet this solution have already begun within the department, allowing for

Step 1: Addition of more specialized units

The department is looking to add additional specialized units in the form of:

- An Investigation Unit
- A Task Force officer

- A Canine Unit

The reopening of the investigation unit has already commenced with success. We currently have one detective in the unit, who has been successful in closing several criminal cases. In the near future, we will be appointing a second investigator enabling the department to have an investigator, on-call, at all times. In addition, an additional investigator would allow for the effortless creation of the Task Force officer, for those who meet the requirements, which would be at no cost to the town.

This step also includes the implementation of a community-oriented K-9 program. Serving as a catalyst to further engage the youth and our community, this program will require the training of one officer to handle the dog which will most likely be a Labrador Retriever or similar floppy eared dog. Unlike the previous two units, this unit will have some associated costs. Initially, costs will be funded by grants and donations. The remaining costs will be supplemented by funds accumulated by vehicle donations and forfeitures, leaving minimal costs to the town.

Step 2: Increasing patrol territory through agreements with neighboring jurisdictions

Returning to the earlier issue regarding the repetitive nature of patrolling a little over one square mile, an opportunity to increase opportunity for officers and improve both recruitment and retention exists by establishing, and entering, into Memorandum of Understandings (MOUs) with local municipalities. Although I have referenced the benefit in terms of recruitment and retention the primary benefit of entering these MOUs is the effect that this would create faster responses for Cheverly residents, in instances where a Cheverly officer can't immediately respond. Instead of having to wait for a Prince George's County officer to respond, an officer from a neighboring municipality will be authorized to respond to Cheverly.

As an example, the Cheverly Police Department closed on March 14, 2019, to visit the National Museum of African American History and Culture, and PGPD provided police services to the town. Although PGPD responded to all requests for police services, they did not conduct proactive patrols. By entering the municipal MOU, the Cheverly Police Department could work together with other local police departments to ensure uninterrupted police patrols and faster response times.

Step 3: Recruitment efforts focused on Retirees & Military Veterans

Our current efforts of recruitment have mostly been geared towards individuals who are either new to law enforcement, or who are currently in law enforcement. The realization is this effort has allowed us to unintentionally miss opportunities in recruiting retirees and military veterans.

Currently, we offer a \$5,000 incentive for laterals who are currently in law enforcement. A start to attracting military veterans is to allow this same incentive to apply to veterans who are honorably discharged from the United States Armed Forces.

A key incentive that could attract retirees is the allowance of a tuition reimbursement waiver. Under this waiver, a retiree would be allowed to waive the department's current tuition reimbursement benefit for themselves and instead apply it to a family member, such as a child, that may be in college.

Finally, a newer effort that has come to mind would possibly attract retirees, military veterans, laterals, and new law enforcement applicants. As individuals are increasingly seeking college education to better themselves in life, unfortunately, the rise of student debt has increased as well. By implementing a Student Debt Relief program as a possible incentive, we could attract many more applicants. Under this incentive, if hired, officers will be given the opportunity to have their current debt paid off in annual payments. There will be a cap to the total amount of debt to be paid that will need to be determined.

Rest assured, while I believe it is time for our police department and our town to grow, there is a specific approach that must be followed to ensure that we are cautious of how we move forward. Careful time and consideration will be taken to ensure that we are fiscally responsible, and in the best interest of the Cheverly Community.

Mutual Aid Agreement

2018

**MUTUAL AID AGREEMENT BETWEEN THE:
CITY OF HYATTSVILLE, MARYLAND,
CITY OF MOUNT RAINIER, MARYLAND,
TOWN OF BLADENSBURG, MARYLAND,
TOWN OF RIVERDALE PARK, MARYLAND,
CITY OF GREENBELT, MARYLAND,
CITY OF LAUREL, MARYLAND,
TOWN OF UNIVERSITY PARK, MARYLAND,
TOWN OF BRENTWOOD, MARYLAND, AND
TOWN OF EDMONSTON, MARYLAND.**

MUTUAL AID AGREEMENT BETWEEN: THE CITY OF HYATTSVILLE, MARYLAND, CITY OF MOUNT RAINIER, MARYLAND, TOWN OF BLADENSBURG, MARYLAND, TOWN OF RIVERDALE PARK, MARYLAND, CITY OF GREENBELT, MARYLAND, CITY OF LAUREL, MARYLAND, TOWN OF UNIVERSITY PARK, MARYLAND, TOWN OF BRENTWOOD, MARYLAND, AND TOWN OF EDMONSTON, MARYLAND

THIS AGREEMENT is entered into this ____ day of, _____ 2018, by and between the Mayor and City Council of the City of Hyattsville, Maryland (hereinafter the City of Hyattsville), the Mayor and City Council of Mount Rainier, Maryland (hereinafter the City of Mount Rainier) and the Mayor and Town Council of Bladensburg, Maryland (hereinafter the Town of Bladensburg), the Mayor and Town Council of Riverdale Park Maryland (hereinafter the Town of Riverdale Park), the Mayor and City Council of the City of Greenbelt, Maryland (hereinafter the City of Greenbelt), the Mayor and City Council of the City of Laurel, Maryland (hereinafter the City of Laurel), the Mayor and Town Council of the Town of University Park, Maryland (hereinafter The Town of University Park), the Mayor and Town Council of the Town of Brentwood, Maryland (hereinafter the Town of Brentwood), the Mayor and Town Council of the Town of Edmonston, Maryland (hereinafter the Town of Edmonston).

WHEREAS, the Police Departments of the City of Hyattsville, the City of Mount Rainer, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, the Town of Brentwood and the Town of Edmonston, collectively hereinafter (“signatory agencies/jurisdictions”) are charged with providing police services to the citizens of Prince George’s County, Maryland within their respective jurisdictions; and

WHEREAS, it is the mutual desire of each of these police agencies to enhance, foster and maintain the positive working relationship currently existing between them; and

WHEREAS, the Maryland Code, Criminal Procedures Article, Title 2, Section 2-105(e)(1) permits a municipal corporation to make a reciprocal agreement with other municipal corporations within the State to carry out a plan to provide mutual aid by providing its police officers and other officers, employees, and agents, together with all necessary equipment, as provided by Maryland Code, Criminal Procedures Article, Title 2, Section 2-105(b); and

WHEREAS, the Maryland Code, Criminal Procedures Article, Title 2, Section 2-105(b) provides that the governing body of municipal corporation may determine the circumstances under which the police officers and other officers, agents, and employees of the municipal corporation, together with all necessary equipment, may lawfully go or be sent beyond the boundaries of the municipal corporation to any place within or outside the State.

NOW THEREFORE, pursuant to Maryland Code, Criminal Procedures Article, Title 2, Section 2-105 and the authority granted to them under their respective Charters, the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston by their undersigned officials, do hereby agree as follows:

ARTICLE I - SCOPE OF AGREEMENT

1. Maryland State Code, Criminal Procedures Article, Title 2, Section 2-105(e)(1) provides that the governing body of any municipal corporation may enter into reciprocal agreements in order to carry out a plan to provide mutual aid through the furnishing of its police together with all necessary equipment in the event of an emergency and/or non-emergency situation and as provided in Section 2-105(b).

2. Pursuant to Maryland State Code, Criminal Procedures Article, Title 2, Section 2-105, the Mayors and City and Town Councils of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston, as governing bodies, have determined by their adoption of this Agreement that an emergency and/or non-emergency situation exists when:

- a. An on-duty Police Officer/Investigator of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston, witnesses, or has probable cause to believe there has occurred, the commission of criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction of any other signatory agency; or
- b. The Police Departments of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action, and that mutual aid provided herein may be utilized.
- c. For the purposes of this Agreement, a serious traffic offense is defined as:
 1. An offense committed in wanton or willful disregard for the safety of person or property; or
 2. An offense committed in a manner that indicates a wanton or willful disregard for the safety of persons or property; or
 3. When the officer has a reasonable belief that they or another person are in imminent danger of serious physical injury.

ARTICLE II - JURSDICITON

1. Maryland State Code, Local Government Article, Title 5, Section 5-207 (formerly cited as Maryland Code, Article 23A, Section 2) grants to any municipal corporation the authority to establish and maintain a police force within that municipality.

2. In the event of an emergency and/or a non-emergency, as defined in Article II subsection 3, below, police officers from the signatory agencies may take police actions within the jurisdiction of any other signatory agency.

3. An emergency and/or a non-emergency situation arises, for the purposes of Article II, when:

- a. An on-duty Police Officer of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston, witnesses, or has probable cause to believe there has been the commission of criminal activity which is punishable by incarceration or a serious traffic offense within the jurisdiction of any other signatory agency; or
- b. The Police Departments of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston shall have committed, or shall foresee the need to commit, all of their readily available resources to any present or future police incident or action.

4. A police incident or action shall be considered any matter which affects the public safety as determined by the senior police official or their designee of the signatory agency requesting mutual aid under this agreement.

ARTICLE III- AUTHORITY

1. Pursuant to the actions of the Mayors and City and Town Councils of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston and in accordance with Maryland State Code, Criminal Procedures Article, Title 2, Section 2-105 and by the execution of this agreement, the police officers of each signatory agency shall comply with the following procedures with respect to arrests and actions within the jurisdiction of any other signatory agency.

2. All calls for service concerning incidents having occurred or presently occurring within the jurisdiction of a signatory agency shall be referred to that agency.

3. Pursuant to the terms of this Agreement, police officers of any signatory agency may make arrests and exercise related police powers within the jurisdiction of any other signatory agency in an emergency and/or non-emergency situation.

- a. When a police officer makes any arrest within the jurisdiction of another signatory agency that officer will immediately notify the police agency having jurisdiction and take the suspect to the nearest central processing

station for processing, be present before a District Court Commissioner if required and prepare any necessary reports.

- b. All written reports regarding such an arrest shall be done in the format and manner prescribed by the arresting officer's agency.
- c. All written reports regarding such an arrest, as well as any reports required by the police department/division having primary jurisdiction must be prepared by the end of the officer's tour of duty and a copy forwarded to the agency having primary jurisdiction no later than 1700 hours the next business day.
- d. All follow-up investigations for all offenses will be conducted by the agency having primary jurisdiction.

4. Pursuant to the terms of this Agreement, police officers of any signatory agency may serve a warrant within the jurisdiction of any signatory agency in an emergency and/or non-emergency situation.

- a. The officer attempting service- shall notify the agency having primary jurisdiction of the warrant attempt including the location and the name of the defendant, prior to service.
- b. Whenever possible, an officer of the agency having primary jurisdiction shall accompany the officer(s) attempting service of the warrant.

5. Pursuant to the terms of this Agreement, police officers of any signatory agency may issue a citation or make an application for a statement of charges for any serious traffic offense, which occurs within the jurisdiction of any other signatory agency. No officer of any signatory agency shall actively engage in routine traffic enforcement within the boundaries of any other signatory agency. Each signatory agency must forward copies of any motor vehicle citations or statements of charges they issue, or cause to be issued, within the jurisdiction of any other signatory agency to that agency in accordance with the reporting provisions of Article III, subsection 3(b) and 3(c), above, of this Agreement.

6. In the event that any officer of any signatory agency responds to an incident or call for service within the jurisdiction of another signatory agency, the command authority shall be determined as follows:

- a. The agency having primary jurisdiction shall exercise command unless otherwise provided below.
- b. In the event that a police officer from any other signatory agency is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required

and begin to gather victim and/or witness information until an officer from the agency having primary jurisdiction arrives on the scene.

- c. A police officer who initially assumes command of a scene, as described in subsection 6(b), above, shall relinquish command to the first police officer from the agency having primary jurisdiction who arrives on the scene.
- d. Once that command has been relinquished, the initial officer shall not remain on the scene unless requested to do so by the officer in charge from the agency having primary jurisdiction.
- e. When police officers are involved in a situation as described in subsection 6(b), above, which requires an incident report, statement of charges, citation or any other police report or document, the officer must prepare the report, statement, citation or other document by the end of his/her tour of duty. A copy of the report, statement, citation or other document will be forwarded to the agency having primary jurisdiction no later than 1700 hours the next business day. This procedure will be followed regardless of whether command was relinquished to a police officer of that jurisdiction or the incident was handled to completion by the officer from another signatory agency.
- f. Officers will use direct radio communications with the requesting agency if the technology exists. In the absence of direct radio communications, officers will communicate directly with their respective communications centers who in turn will communicate directly with the requesting agency's communications center.

ARTICLE IV - USE OF RESOURCES

1. Pursuant to the terms of this Agreement, the senior on-duty official of a signatory agency in charge of any present incident or action within their jurisdiction is authorized to determine the need for additional police resources, if needed, in an emergency and/or non-emergency situation.

- a. Once this determination has been made, said official may request from the senior on-duty police official of any other signatory agency such resources as may be necessary and available to meet the need.
- b. Additionally, the senior official of an investigative task force that is operating in the jurisdiction of the signatory agencies is authorized to determine the need for additional resources from any other agency.

2. Pursuant to the terms of this Agreement, the Police Chief or Command Staff Officer of any signatory agency may determine the need for additional police resources as may be necessary for any future incident or action within their jurisdiction.

- a. Once this determination has been made, said official may request from the Police Chief or Command Staff Officer of any other signatory agency such resources as may be necessary and available.

3. In the event that a request for additional resources is made pursuant to Article IV, Sections 1 or 2 of this Agreement, the following procedures shall be followed:

- a. All requests for resources shall include:
 1. The name and position of the officer making the request,
 2. The nature and location of the emergency/ non-emergency,
 3. The number of personnel requested and whether specialized personnel are needed,
 4. The type(s) of equipment needed,
 5. The name rank and location of the officer to whom assisting personnel shall report.
- b. The police official receiving such a request shall consider the circumstances of the request and the capability of their agency to provide the requested assistance. If the receiving official determines that the request can be met, they shall provide such assistance, including necessary personnel and equipment, as is consistent with the request, and shall promptly notify the requester of the number of personnel and/or equipment being provided.
- c. Assisting personnel shall be under the command of the senior police official or his designee from the requesting agency on the scene.
- d. The use, deployment, command and control of resources under this section shall generally conform to the applicable related sections of the most current version of The Greater Metropolitan Washington Area Police and Fire/Rescue Services Mutual Aid Operational Plan.

4. No agency shall send any personnel to an incident or police action in another signatory jurisdiction unless it is expressly requested pursuant to this Article.

- a. This does not preclude any nearby officer from responding to an incident involving an immediate threat to human life.

5. Each signatory agency shall maintain an up-to-date list of available personnel resources which shall be attached as an appendix to this agreement.

ARTICLE V - MISCELLANEOUS PROVISIONS

1. Notwithstanding the provisions of this Agreement, nothing herein shall prevent the Chiefs of Police of the City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston from mutually agreeing upon such operational arrangements or establishing such procedures as may be necessary to carry out the intent of this Agreement.

2. The City of Hyattsville, the City of Mount Rainier, the Town of Bladensburg, the Town of Riverdale Park, the City of Greenbelt, the City of Laurel, the Town of University Park, Town of Brentwood and the Town of Edmonston Police Departments, upon receiving any written complaint against its officers from a Chief of Police of any signatory agency for failure to comply with this Agreement, shall take the necessary action to ensure compliance and to notify the initiator of the complaint of any action taken as a result of such complaint.

3. A central file shall be maintained by each police agency documenting all arrests made within any other signatory agency's area of jurisdiction. The Chiefs of Police of Hyattsville, Mount Rainier, Bladensburg, Riverdale Park, Greenbelt, Laurel, University Park and Edmonston shall meet at least once annually to review the actions taken under this Agreement and make such recommendations as may be required to advance the goals of this Agreement in accordance with applicable laws.

4. Each signatory agency should provide the others with sufficient copies of all manuals, directives, memoranda, training bulletins and any other materials necessary to assist the officers of each agency in the delivery of police services and preparation of written reports pursuant to the terms of this Agreement. All such materials should be updated when necessary to keep the other police agencies informed of changes in procedure.

5. Each of the parties to this Agreement agree to:

- a. Waive any and all claims against any other party to this Agreement which may arise out of their activities outside of their respective jurisdictions under this Agreement, and,
- b. Indemnify and hold harmless the other parties to this Agreement from all claims by third parties for property damage or personal injury which may arise out of the activities of the other parties to this Agreement, outside their respective jurisdictions under this Agreement; provided, however, that a requesting party need not indemnify the party providing assistance if (1) the party providing assistance does not cooperate in defending against claims made by third-parties or (2) the third-party claims arise out of malicious acts of the party providing assistance. The Agreement to indemnify shall in no way be construed to constitute a waiver of any immunity by the requesting party or responding party which either might enjoy, and the requesting party shall be able to raise all defenses available

to or which might be raised by the responding party or to the protections of the Maryland Code, Courts and Judicial Proceedings Article, Local Government Torts Claims Act, Title 5, Section 5-301, *et seq.*

- c. Shall make no claims for expenditures regarding any actions taken or services received pursuant to this agreement against any other signatory agency.

6. The parties acknowledge that the police officers, agents and employees, when acting in furtherance of authority of this agreement beyond the territorial limits of the jurisdiction in which they are commissioned or employed, remain police officers, agents or employees of the jurisdiction in which they are commissioned or employed at all times. Furthermore, police officers, agents and employees are entitled to all the immunities from liability, exemptions from laws, ordinances, and regulations, and worker's compensation, disability, death benefits, life insurance, pension, and other benefits enjoyed by them while performing their respective duties within the territorial limits of the jurisdiction in which they are commissioned or employed.

7. This Mutual Aid Agreement supersedes any prior mutual aid agreement.

8. Any municipality may withdraw from this Mutual Aid Agreement by providing sixty (60) days written notice to all parties. In the event of withdrawal of one or more municipalities from this Mutual Aid Agreement, it shall remain in effect with respect to the remaining municipalities.

9. This agreement is effective on the ___ day of, _____ 2018.

The Remainder of this Page is Intentionally Blank.

2018 Mutual Aid Agreement Signature Page

HYATTSVILLE, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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MOUNT RAINIER, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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BLADENSBURG, MARYLAND

_____ Mayor	_____ Town Administrator	_____ Chief of Police
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RIVERDALE PARK, MARYLAND

_____ Mayor	_____ Town Administrator	_____ Chief of Police
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GREENBELT, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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LAUREL, MARYLAND

_____ Mayor	_____ City Administrator	_____ Chief of Police
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UNIVERSITY PARK, MARYLAND

_____ Mayor	_____ Town Administrator	_____ Chief of Police
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2018 Mutual Aid Agreement Signature Page

EDMONSTON, MARYLAND

Mayor

Town Administrator

Chief of Police

BRENTWOOD, MARYLAND

Mayor

Town Administrator

Chief of Police

David Deutsch

From: Michael Callahan
Sent: Friday, March 22, 2019 3:14 PM
To: Clerkey, Gwendolyn T.; Greco, Nikki E.; Cunningham, Gary E.; Dasi, Alfred T.; Davis, Euniesha; Stinnett, Vernon L. Jr.; David Deutsch; Juan Torres; JC OBerry; Jarod Towers; Snyder, Michael A.
Cc: Ivey, Jolene; Elizabeth MacKenzie; Dana Hallman; Arrington, Donnie T.; Roswell Eldridge; Laila Riazzi; Jenny Garcia
Subject: Re: Community Water Plans for solution

Nikki, Councilmember Ivey,

Thank you once again for pulling this meeting together. It was a tremendous benefit to bring everyone together to better understand the three specific issues we discussed. I also want to once again thank every county representative from DPIE, DPWT and DOE for taking the time to attend this meeting and provide updates on the issues:

I have listed the agreements and actions from the meeting. If anybody would like to add, change, or modify please send along and I (or more likely David Deutsch) will make sure we have one list of actions.

1) Parkway / Laurel / 63rd:

- Agreement that this storm water system was part of the County Maintenance System
- Agreement that the county would repair and replace the systems behind the homes at Parkway.
- Juan and Phil were to inspect the damage at Laurel Ave and the storm drain in resident's yard on 63rd Ave to determine what else might be required.
- Parkway Project to be scheduled for completion by July 2019.

2) Joslyn Ave / 63rd Place / St Ambrose

- Agreement that an easement on Ms Cartegena was no longer needed to drain the easement from the church property
- Contee's contribution to this project is to allow access to his storm drain system for the purpose of draining the church property and alleviating storm water issues caused by the church property.
- DOE is to provide a schedule of next steps regarding the project to connect to Contee's stormwater system.
- DOE is to provide what if any funding issues exist.
- Mayor will contact DOE Director to determine how to proceed.

3) 3104 Crest Ave

- General Agreement that one of two options exist address issue:
 - rain garden with drainage to the road
 - drainage grate with drainage to road
- Agreement to pursue rain garden via rain garden rebate.

- Juan will work with Phil to get grant solution and grant application together
- Town Council will work to develop a policy that might address funding.
- Chief Towers will communicate every 15 days to resident on status
- We will coordinate with Eunisia form the County Execs office on this

4) Storm drain inventory

- Currently only 90% of Cheverly storm drains are covered by the county.
- Town will pursue with via KCI, identifying the other 10% for the purpose of handing over to the county
- KCI will determine what work is required to bring them up to standard prior to hand off
- The Town will pursue a grant from DOE's Municipal Stormwater Enhancement Grant Program to upgrade system so handoff can be completed.

5) Other Stormwater Issues

- The Town Administrator will assemble a comprehensive list of Storm Water issues for
- We will categorize between private and public and prioritize by impact prior to our next meeting

6) Follow Up meeting:

- We will schedule a follow up meeting within 60 days .

Mike

From: Michael Callahan

Sent: Thursday, March 21, 2019 8:49 PM

To: Clerkley, Gwendolyn T.; Greco, Nikki E.; Cunningham, Gary E.; Dasi, Alfred T.; Davis, Euniesha; Stinnett, Vernon L. Jr.; David Deutsch; Juan Torres; JC OBerry; Jarod Towers; Snyder, Michael A.

Cc: Ivey, Jolene; Elizabeth MacKenzie; Dana Hallman; Arrington, Donnie T.; Roswell Eldridge; Laila Riazi; Jenny Garcia

Subject: Re: Community Water Plans for solution

Nikki,

I am just seeing this, unfortunately my email address was incorrect on previous notes. I am very thankful to you for putting this meeting together and I appreciate all the county staff for coming to Cheverly.

I suspect that will be a good initial opportunity to understand better what the county is working on in Cheverly and for us to provide feedback on specific problems in the community.

I wish we had more time to put together a specific agenda, with a prioritized list of issues based on overall impacts to our residents. I know that David Deutsch and Juan are working on this list and the impacts, however we won't have that completely formalized . Unfortunately David Deutsch also won't be able to attend tomorrow.

That said, key items of focus are>

1 Issues with storm drains that are traversing easements on private property along 63rd Ave, Laurel and Parkway that we have been working for over two years.

2 Update on the status of the storm drain project along 63rd Place and Joslyn Street.

3. Other issues...

Thanks, I am sorry that town staff will not be completely prepared for this meeting as they originally believed the intent of this meeting was to focus on 3104 Crest.

Thanks, please call if you'd like to discuss more.

Mike
(301) 789-8009

From: Clerkley, Gwendolyn T. <gtclerkley@co.pg.md.us>

Sent: Thursday, March 21, 2019 7:40 PM

To: Greco, Nikki E.; Cunningham, Gary E.; Dasi, Alfred T.; Davis, Euniesha; Stinnett, Vernon L. Jr.; David Deutsch; Juan Torres; JC OBerry; Jarod Towers; Snyder, Michael A.

Cc: Ivey, Jolene; Michael Callahan; Elizabeth MacKenzie; Dana Hallman; Arrington, Donnie T.

Subject: RE: Community Water Plans for solution

Greetings

DPW&T will has staff in attendance.

Thanks

Gwen

From: Greco, Nikki E.

Sent: Thursday, March 21, 2019 5:02 PM

To: Clerkley, Gwendolyn T. <gtclerkley@co.pg.md.us>; Cunningham, Gary E. <GECunningham@co.pg.md.us>; Dasi, Alfred T. <atdasi@co.pg.md.us>; Davis, Euniesha <EDavis@co.pg.md.us>; David Deutsch <townadministrator@cheverly-md.gov>; Juan Torres <publicworksdirector@cheverly-md.gov>; JC OBerry <JCOBerry@cheverlypolice.org>; Jarod Towers <JTowers@cheverlypolice.org>

Cc: Ivey, Jolene <JIvey@co.pg.md.us>; mayor@cheverly-md.gov; Elizabeth MacKenzie <bethpmackenzie@gmail.com>; Dana Hallman <danalh622@gmail.com>; Arrington, Donnie T. <DTArrington@co.pg.md.us>

Subject: Community Water Plans for solution

G'Evening.

The meeting to briefly discuss some of the Cheverly residents' water dilemmas, and to primarily discuss some solutions to further pursue regarding the Town of Cheverly's water woes, will be held at:

March 22, 2019 10:30am

Cheverly Community Center

**Worksession Conference Room
6401 Forest Road
Cheverly, MD 20785**

Those invited are County Agency Department heads, representatives, and Town/Elected officials who have been corresponding with the office of Council Member Jolene Ivey or myself. We'll work on seeking a solution to some of the issues whose messages have poured in (pardon the pun), and get some constructive ideas to share with the community as a response to them at a later date.

I've included my cell w/in my signature line, so please feel free to contact me up to the Midnight hour or early morning for immediate contact purpose.

Thank you, and I look forward to seeing you in the morning (with coffee and such) as we converse.
~Mrs. Greco {Nikki}



PRINCE GEORGE'S COUNTY COUNCIL

Mrs. Nikki E. Greco
Citizens Services | District 5
Jolene Ivey | Prince George's County Council
County Administration Building
14741 Governor Oden Bowie Drive
Upper Marlboro, MD 20772
301-780-8285 Prince George's Co. Office
<https://pgccouncil.us/319/District-5>

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David Deutsch

From: Michael Callahan
Sent: Tuesday, March 26, 2019 9:30 AM
To: David Deutsch
Cc: Skip Cornbrooks; Mayor and Council
Subject: Thursday Work Session

Folks,

A couple of alterations to the Thursday work session.

1) Storm Water Issues:

- Review of the meeting with county staff
- Discussion of Town Policy that "assists" residents in acquiring storm water grants that are affect private property
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 - What criteria for the town to be involved
 - How do we validate work

2) Building Use Policy:

- Discussion of Current Policy
- What activities would you like to see included, that are not.
- What activities are permjtted that concern you.
- Questions you'd like staff to research regarding any aspect of the policy
- Staff will then draft policy for review that addresses legal, practical and insurance considerations.

Thanks!

Mike

March 26, 2019

Memo

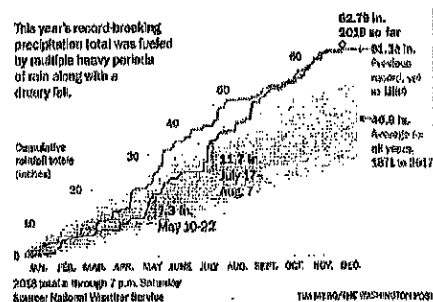
To: David Deutsch, Interim Town Administrator

From: Juan Luis Torres, Director of Public Works

Subject: Water Drainage Public and Private County accepted and not accepted

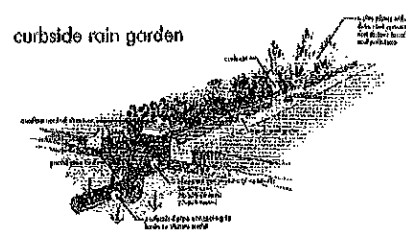
On December 15, 2018, a local newspaper article stated that normally, the DMV receives around 40 inches of rain. By the time of the article, 62 inches of rain had fallen and fifteen days later, December 31, 2018 the figure had gone up to 65 inches.

This information is provided as a reference, not because it is not known, as it has been the discussion for many weeks on the media, but as a departing point for this memo. Another known fact is that before this year's rains, there were drainage problems in Town; however, not this bad.



Let us begin with a look at Mr. Persaud's property on Parkway and his water runoff complaint. The soils around his property are water logged; these soils cannot absorb any more water. So the sidewalk blocks in front of his house are covered with water. Now this was the case in previous years also; except that it would dry up quicker. A picture of the same property in 2012 shows that the sidewalk is dry, despite the runoff which left iron marks on the sidewalk. This year the same areas are wet, the difference being that the soils have not been able to dry up due to the constant rains.

We do not know if this rain patterns are the new normal; henceforth, the department has identified a partial solution to the problem. Public works will start grading the soils along the tree planting strip in front of his house and any other house in Town to ensure that they are leveled/graded, just below the sidewalk. It is believed that by removing these soils, which are often higher than the sidewalks, the runoff from the lawns will cross over and empty on the curb pans. This is only part of the solution too! box, it may not work elsewhere. There are other solutions one of which is presented in the diagram to the right. Now it must be made clear that these water problems are private. Somehow the homeowners need to be encouraged to address their properties ground water problems perhaps using the rain check rebate program.



Now, during our recent meeting with County officials it was learned/reiterated that the County has only accepted 90% of the Town's storm drain system. Clearly, moving forward this is not acceptable and every drain needs to be accepted/ new ones installed and not touched or maintained by the Town as this can become a costly affair.

Mr. Stinnett showed a map of the accepted system and in doing so showed that the rest of the system would need to be either maintained by the Town or upgraded and handed over to the County once it was brought up to standards. During that same conversation another County representative, Mr. Dasl indicated/stated that the County was willing to 'pay" for the necessary study, design and upgrade to the system. He also stated that even the engineering study, to find the remaining 10% of the storm drain system, can be paid by the County's storm drain acceptance program. Yesterday this same statement was repeated by Mr. Fadlran when a visit was made to 63rd Avenue. What was also made clear during our conversation with Mr. Fadlran is that the original goal of the acceptance program required that the Town at the County's expense catalogued the remaining drains. However, this part of the story was never communicated until yesterday. Basically, the Town's including Cheverly could hire an engineering firm to find the required drains, prepare the documents for the necessary upgrades, obtain the necessary easements and go to the process of bidding and construction using the County's Storm Drain Acceptance Program.

I recommend that the Town should consider engaging an engineering firm or KCI engineering to pursue and complete all public, space, Town, drainage, projects. KCI has had a good relationship with the County. On Wednesday afternoon I met with another County employee and he confirmed Mr. Dasl's meeting statement that the County will pay for the storm drain acceptance required work.

Let me now address some specific projects.

Ms. Dana Hallman 3/26/19 5709 Forest Road

Mr. Moses Fadlran from the County visited the site in the afternoon and he stated that the County will be part of the solution once an engineering firm is hired by the Town to address this terracotta drainage system.

Ms. Dana Hallman and Mr. Watson 3/25/19 5901 Euclid Street and 2605 Valleyway

The residents have been contacted and there is a project that involves the Town and the County. Cheverly Public works will grade the soils and the County will clean the nearby storm drain pipe.

Vishnu Persaud 3/25/19 2905 Parkway

Public works graded the soils on the tree planting strip and the sidewalk has cleared. Mr. Persaud will be constructing a drainage ditch on his property.

Paul DeSousa

3/22/19

behind 3000 63rd Ave. & 2815 Laurel Ave.

The County has schedule work for this area within the next 60 days.

Mrs. Thompson on Parkway

The County has indicated that they will begin work in the next 60 days.

The Laing's

3008 63RD Avenue

This is a private drainage area. Mr. Moses Fadiran visited the site with all the paperwork from the County and the structure was inspected. The concrete box/structure between these properties, believed to be a ROW, is not a "right of way" of utility easement. Someone at some point installed this concrete box behind these properties. Perhaps, to address the developer designed drainage pattern which was disrupted by a neighbor on Laurel when a pool was installed which demanded the installation of a retaining wall. The box has a corrugated pipe that empties on Laurel Avenue. In order to address this ground water problem the Town and an engineering firm will have to put pressure on the County after a storm drain design is prepared and easements are obtained.

Moving forward, the department recently completed an inspection of all the drains in Town. This inspection addressed the drains that are accepted and found in the map. Understanding that 311 system is being monitored/improved, each one of the storm drains with problems, will be reported to the County; date time and condition reported. When the facility is not address within 3 months, direct emails and phone calls will be made to the responsible County department heads.


As it comes to the 10% of the drains unknown and not accepted; consideration needs to be given to the engagement of an engineering firm that would not only inventory/catalogued these drains, but would, on behalf of the Town ensure that all the required project funding is obtained.



MEMO

Date: March 27, 2019

To: Mayor and Town Council

From: David J. Deutsch 
Interim Town Administrator

Subject: Capital Improvement Program FY20-FY26

The FY19 current budget Capital Program has been thoroughly reviewed, which helped to properly assess future needs and funding possibilities.

Listed below are preliminary CIP recommendations for FY20, which often garner the most focus as it becomes part of the adopted budget. The future years projects are often extensions of annual funding items, such as road work, or items that either are not as critical as FY20 items, may need more clarification and investigation, or need to be “in the queue” for funding.

Also, as several Councilmembers noted, some of the items you provided were clearly not CIP items. We can address some of those items as we tackle the operating budget.

Project Proposals

A. Town Hall:

FY20: Engineering Assessment of Gym Air Conditioning	\$ 10,000
FY21: Install Gym Air Conditioning	160,000
FY22: Exterior Painting	20,000
FY23:	--
FY24: Renovate Gym Bathrooms	125,000
FY25: Storage Building Behind Town Hall	<u>145,000</u>
	560,000

B. L.E.D. Conversion of Street Lights

The current budget allocated a total of \$80,000 over a 4-year period. This item is proposed to be continued. One of the questions for PEPCO will be whether there is a potential project savings if all 600 lights are converted as a FY20 project.

FY20: Conversion of street lights to L.E.D.	20,000
FY21: Conversion of street lights to L.E.D.	20,000
FY22: Conversion of street lights to L.E.D.	20,000
FY23: Conversion of street lights to L.E.D.	<u>20,000</u>
	80,000

C. Land Acquisition

FY20: 3 acres ± to be acquired from SHA for dog park	260,000
FY21: Magruder Spring Addition	40,000
FY22: Ashe Property Parkway at Arbor	40,000
FY23: Ashe Property Parkway at Arbor	<u>40,000</u>
	380,000

D. Replacement of curbs/gutters and sidewalks and new sidewalks. This proposal is based on annually allocating \$20,000 for repairs, and \$10,000 for new sidewalks.

FY20:	30,000
FY21:	30,000
FY22:	30,000
FY23:	30,000
FY24:	30,000
FY25:	<u>30,000</u>
	180,000

E. Town Park Development

FY20: Stage Canopy	35,000
FY21:	--
FY22: Construct Dog Park	260,000
FY23: Lighting Basketball Courts	110,000
FY24:	--
FY25:	--
	<u>180,000</u>

F. Gast Park

FY20: Install accessible pathways	10,000
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G. Boyd Park

FY20: Resurface Track (number to be provided)

H. Woodworth Park

FY20: Install Accessible Playground	80,000
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I. Public Works Facility

FY20: Garage Bay Overhead Door Motor	30,000
FY21:	--
FY22: Construct New Office/Equipment Repair Area	3,000,000
FY23:	--
FY24: Resurface Public Works Yard	<u>176,000</u>
	3,206,000

J. Road Repairs/Resurfacing/Traffic Study Recommendations

FY20: Monroe (25,000) and Benton (25,000) Various locations (150,000)	<u>200,000</u>
FY21: Various locations	150,000
FY22: Various locations	150,000
FY23: Various locations	150,000
FY24: Various locations	150,000
FY25: Various locations	<u>150,000</u>
	950,000

K. Green Space Improvements, Welcome Signs

FY20: Electronic Message Sign – Bellamy Park	30,000
FY21: Stone Entrance Sign: Cheverly Avenue/Columbia Park Road	65,000
FY22: Entrance Sign: Boyd Park	<u>65,000</u>
	165,000

L. Police Department Proposals

(See Attached Memo from Towers to Deutsch) 211,000

M. Public Works Equipment

FY20: Truck 15 Replacement (F-250) w/ Plow	50,000
Asphalt roller	16,000
Refuse Truck Replacement	<u>175,000</u>
	241,000

N. Audio/Visual Upgrade

FY21: Modernize Broadcasting capabilities for Town Meeting	150,000
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MEMO

Date: March 28, 2019
 To: Mayor and Town Council
 From: David J. Deutsch *DJD*
 Interim Town Administrator
 Subject: Capital Improvement Program (CIP) Addendum

A six-year recap of the CIP sent to you yesterday results in a total cost over the multiple years of \$6,908,500. The average annual proposed expenditure is \$1,151,416. This capital spending level is consistent with the FY16 to FY18 average of \$1,028,000. It should be noted that equipment needs of the police and public works department have not been included beyond the FY20 Capital Budget.

The six-year plan is heavily front-loaded in the first three years, with 83.2% of proposed expenditures slated from FY20, FY21 and FY22. This is fairly typical of a CIP, which generally reflects more "ripe" projects earlier in the cycle, with the latter half of the program containing more of the routine maintenance projects, such as road resurfacing. The annual allocations will no doubt shift to various degrees as priorities change, and new projects are identified, or other entries are potentially deleted after a reexamination.

The annual allocations contained in the six-year program are as follows:

FY20	\$1,180,500
FY21	985,000
FY22	3,587,000
FY23	350,000
FY24	481,000
FY25	325,000

CC: Acting Chief of Police
 Director of Public Works
 Town Treasurer



Memo

To: David Deutsch, Town Administrator
From: Acting Chief Jarod Towers #1682
Date: Thursday, February 28, 2019

SUBJECT: FY20 Capital Improvement Plan *Items are prioritized by need and nexus to mission of the department.

-
- 1) Three new hybrid police vehicles – \$165,000

These new hybrid vehicles would replace 3 older vehicles that are nearing the end of their expected lifecycle. Additionally, these new hybrid vehicles are expected to reduce fuel consumption and expense by approximately 25%.

- 2) Fleet Key Maintenance System - ~~\$17,618.96~~ 17700

(Life expectancy 6-8 years although references have models dating back to 2005)

This system would allow for electronic control and monitoring for both the police and public works departments. This system would require employees to use their finger print to acquire keys to a town vehicle. This would ensure accountability and a consistent chain of custody for each vehicle.

- 3) Interview room and lobby cameras – ~~\$9,971~~ 10,000

These cameras would ensure that all interviews conducted in the department's interview room, as well as customer interactions in the station lobby, are captured by the department's current Arbitrator video management system. Additionally, this lobby camera would assist in quality assurance related to customer service.

- 4) Live Scan finger print scanner – ~~\$8,450~~ 8500

(Life expectancy 5 years)

Currently, the department sends all applicants, including civilians, to another agency at a cost of 150.00 per applicant. Purchase of this machine would reduce the expense of finger printing applicants, as well as provide finger printing services to the community, such as employment background checks. Based on

prior year averages, it would take approximately two years for the machine to pay for itself.

5) Building security upgrades – \$10,000

The department currently requires upgrades to the property and evidence room door that would require all individuals, with access to the evidence room, to scan both in and out of the room. This will improve the chain of custody procedure for the property and evidence maintained by the department. This cost also includes the upgrade of three other doors in the building, which currently are not on the department's Keyscan key-fob system. Moving these doors onto the system would ensure proper chain of custody as well as heightened security by ensuring that keys cannot be duplicated.

David Deutsch

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Thanks!

Mike

Town of Cheverly, MD

6401 Forest Road, Cheverly, MD 20785
ph: (301) 773-8360

Building Use Policy

REGULATIONS FOR THE USE OF CHEVERLY COMMUNITY CENTER FACILITIES (BUILDING USE POLICY)

The Cheverly Community Center is the property of the Town and provides only limited space for use by the Town government and organizations that serve primarily Cheverly residents. Further, the Community Center is administered by a very small staff with numerous other administrative duties. These regulations provide for the use of the Community Center by the Town government and by Town organizations which serve primarily Cheverly residents. They are intended to provide equitable and standardized application and reservation procedures for eligible user groups, and to prevent discrimination on the basis of viewpoint, race, sex or creed.

The scheduling and use of the Community Center facilities is under the control of the Town Administrator, or his or her designee, and the Building Usage Committee. The Usage Committee meets in September to coordinate usage in the building, especially activities to be held in the gym. Groups wishing to use the gym in the Fall, Winter or Spring should attend this meeting.

Eligibility and Priorities for Scheduling:

The Town receives numerous requests for use of its facilities such that the Town must set eligibility standards and the priorities within these eligible groups. Hence the following below-listed organizations and groups are the only groups eligible to use the Cheverly Community Center facilities. They are listed in the order of their priority for scheduling.

- A. The Mayor and Town Council, or Town staff (for official Town business).
- B. Council-appointed committees and other official meetings (for official Town business).
- C. Community - oriented public service organizations, provided the general membership consists of at least 20 regular members with at least 50% of the regular members being Cheverly residents. Such organizations using the Cheverly Community Center must maintain by-laws and lists of officers and members. A copy of the by-laws and a current list of officers or a statement of purposes and intent as well as a list of members, shall be kept on file in the Town Administrative Office. Data on membership shall be provided to the Town annually and upon request whenever such data are pertinent to a proposed use of the Center.
- D. Paid Classes approved by the Rec Council as providing a benefit to the Cheverly Community. Classes may be scheduled at time when the building is otherwise not scheduled. Registration of students may be performed by Park and Planning or directly with the instructor. The Building Utilization Committee must be provided with certifications of insurance, a full roster of students and a monthly payment for the use of the facility equal to 25% of student fees.

Exclusions:

Because of space and staff limitations and the need of the Town to use the facilities for the above governmental and community organizations, the following organizations are not eligible to use the Cheverly Community Center Facilities:

- A. Partisan-political groups that seek to influence the outcome of elections or the determination of public policy through political activity or advocacy, lobbying or litigation on behalf of parties other than themselves.
- B. Groups organized primarily for profit;
- C. Private/family groups; and
- D. Fraternal or religious groups or organizations.

Restrictions

- A. Town property will not be used:
 1. In violation of town, county, state or federal laws.
 2. For the consumption, sale or purchase of alcoholic beverages unless specific permission has been granted.
 - Requests for exceptions to Section 20-15 (Consuming Alcoholic Beverages on Public Property) of the Town Code shall be directed to the Town Administrator in writing. The requests should show the exception desired, date of event, responsible individual or organization, and any other information applicant feels is pertinent.
 - Any group receiving an exception permit is held responsible for the proper and lawful conduct of the event.
 3. For fund raising activities including, but not limited to, sales, auctions, raffles or games of chance involving money, unless a specific permission is issued by the Town to a community-oriented public organization.

4. For campaigning, rallies, demonstrations, press conferences, or advertising, with the exception of the candidates' forum for Town elections, which shall be allowed if administered by a neutral community oriented public service organization as outlined in this regulation.

5. By organizations or individuals repeatedly or flagrantly violating Town requirements for use of the building or grounds unless the Town Administrator determines that there are circumstances mitigating the previous violation(s) or circumstances tending to show the violation(s) will not occur again.

B. Groups or organizations reserving a room or area of the Cheverly Community Center facilities have the discretion to use the space reserved in a way that reasonably serves the purpose of that group or organization. Such groups or organizations are not required to share the space reserved with other groups even if the group or organization is not utilizing the entire area reserved. However, ordinarily all events within the Cheverly Community Center facilities shall be open to the public and groups or organizations may not exclude persons from attending such functions unless the party the group wishes to exclude is:

1. Disrupting the peace or good order of the particular meeting or event reserved;
2. Creating a public nuisance in violation of the Town Code; or
3. Engaging in an activity hazardous to the life and safety of any person, e.g., blocking an emergency exit or attempting to engage in an athletic event in the gym while there is another athletic event already validly proceeding.

Any group attempting to exclude an individual shall be responsible for excluding such person in a lawful and orderly manner or for calling for the assistance of the police.