

Introduced \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Council Action \_\_\_\_\_  
Executive Action \_\_\_\_\_  
Effective Date \_\_\_\_\_

## County Council Of Howard County, Maryland

2014 Legislative Session

Legislative Day No. 8

### Bill No. 40 - 2014

Introduced by: The Chairman at the request of the County Executive

AN ACT pursuant to Section 612 of the Howard County Charter, approving a multi-year Service Agreement between Howard County, Maryland and Verizon Maryland Inc., for certain enhanced 9-1-1 customer premises equipment and related service.

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Introduced and read first time \_\_\_\_\_, 2014. Ordered posted and hearing scheduled.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Having been posted and notice of time & place of hearing & title of Bill having been published according to Charter, the Bill was read for a second time at a public hearing on \_\_\_\_\_, 2014.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

This Bill was read the third time on \_\_\_\_\_, 2014 and Passed \_\_\_\_, Passed with amendments \_\_\_\_\_, Failed \_\_\_\_\_.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Sealed with the County Seal and presented to the County Executive for approval this \_\_\_\_ day of \_\_\_\_\_, 2014 at \_\_\_\_ a.m./p.m.

By order \_\_\_\_\_  
Sheila M. Tolliver, Administrator

Approved by the County Executive \_\_\_\_\_, 2014

\_\_\_\_\_  
Ken Ulman, County Executive

NOTE: [[text in brackets]] indicates deletions from existing law; TEXT IN ALL CAPITALS indicates additions to existing law; Strike-out indicates material deleted by amendment; Underlining indicates material added by amendment

1           **WHEREAS**, in order to complete the upgrade of the County’s 9-1-1 system, Howard  
2 County (the “County”) wishes to purchase a new 9-1-1 phone system with enhanced features to  
3 better serve County citizens; and  
4

5           **WHEREAS**, the County wishes to enter into a Service Agreement for Enhanced 911  
6 Customer Premises Equipment (the “Agreement”) with Verizon Maryland, Inc. (“Verizon”), and  
7 a copy of the Agreement is attached as Exhibit A; and  
8

9           **WHEREAS**, the Agreement is a sole source purchase which received approval by the  
10 Contract Review Committee on or about December 6, 2013; and  
11

12           **WHEREAS**, pursuant to the Agreement, Verizon will provide the initial installation,  
13 training, and maintenance services on the 911 customer premises equipment for a term of 36  
14 months; and  
15

16           **WHEREAS**, the initial one-time purchase and training costs are being paid by the  
17 Maryland Emergency Number Systems Board and the County is responsible for the costs of  
18 ongoing maintenance; and  
19

20           **WHEREAS**, the Agreement requires the payment by the County of funds from an  
21 appropriation in a later fiscal year and therefore requires County Council approval as a multi-year  
22 agreement pursuant to Section 612 of the Howard County Charter.  
23

24           **NOW, THEREFORE,**  
25

26           *Section 1. Be It Enacted* by the County Council of Howard County, Maryland that in  
27 accordance with Section 612 of the Howard County Charter, it approves the terms of the Service  
28 Agreement for Enhanced 911 Customer Premises Equipment between Howard County and  
29 Verizon Maryland, Inc., which shall be in substantially the same form as Exhibit A attached to

1 *this Act.*

2

3 ***Section 2. And Be It Further Enacted*** by the County Council of Howard County, Maryland that  
4 *the County Executive is hereby authorized to execute and deliver the Service Agreement for*  
5 *Enhanced 911 Customer Premises Equipment for such term in the name of and on behalf of the*  
6 *County.*

7

8 ***Section 3. And Be It Further Enacted*** by the County Council of Howard County, Maryland that  
9 *this Act shall be effective immediately upon its enactment.*



**SERVICE AGREEMENT FOR  
ENHANCED 911 CUSTOMER PREMISE EQUIPMENT  
Agreement No. 2013-668825**

This Agreement is hereby entered into and made effective as of the date of last signature below by and between Howard County, Maryland, a body corporate and politic (hereinafter "Customer"), and Verizon Maryland Inc. (hereinafter "Verizon"). Verizon and Customer are sometimes referred to collectively as the "Parties" and individually as a "Party".

**1. EQUIPMENT AND SERVICE**

Verizon shall provide and Customer agrees to pay to Verizon a monthly fee as set forth herein for the telecommunications Customer Premises Equipment ("CPE") used for terminating Universal Emergency Number 911 calls, CPE Installation and Maintenance Services ("Services") and, if applicable, Training in accordance with the terms and conditions set forth in this Service Agreement for Enhanced 911 Customer Premise Equipment ("Agreement"), the Exhibits attached hereto and, where applicable, Verizon's filed and effective tariffs for such CPE and Services, as such tariffs may be amended from time-to-time. Exhibits to this Agreement and applicable filed and effective tariffs are hereby incorporated into and made part of this Agreement. After the Parties execute this Agreement and subject to any regulatory approvals that may be required, Verizon will furnish and Customer will subscribe to, use and pay for the CPE and Services in accordance with the terms and conditions of this Agreement. The CPE and Services under this Agreement are provided in conjunction with Universal Emergency Service Number 9-1-1 Enhanced Service ("E 911 Service"), to which Customer separately subscribes pursuant to the rates, terms and conditions of Verizon's filed and effective tariffs applicable to such E911 Service, as such tariffs are amended from time to time.

**2. SERVICE PERIOD AND CANCELLATION**

a. Service Period. Subject to Section 4 herein, Verizon will furnish and Customer will subscribe to, use and pay for the CPE and Services under this Agreement for a period of thirty-six (36) consecutive months following execution of this Agreement by the Parties, installation and acceptance of the CPE and, if applicable, receipt of regulatory approval ("Service Period"). Prior to the end of the Service Period, Customer has the option, with 30 days written notice to continue service for two additional one (1) year terms. This Agreement shall not be extended or renewed without written agreement by the Parties past the two additional one (1) year terms.

b. Cancellation. Except as provided in Section 4 of this Agreement, if Customer cancels this Agreement before the start of the Service Period, Customer will pay all Verizon direct costs associated with such cancellation including but not limited to all charges from Verizon's suppliers and all Verizon work performed up to the date of cancellation.

**3. CHARGES AND CHANGES**

a. Charges. Except as provided in Section 4 of this Agreement, Customer shall pay charges for the CPE and Services as set forth in Exhibit B of this Agreement, "Rates and Charges", and all applicable non-exempt taxes, fees and charges applicable to the CPE and Services. Should Customer be exempt from such taxes, Customer shall provide Verizon with acceptable evidence of exemption upon



request. Payment shall be due and payable upon successful completion of installation, testing and acceptance of the CPE or, in the event that Customer delays installation, at the expiration of the initial scheduled installation date set forth herein and Customer's receipt of an invoice. Any tariffed back billing limitations otherwise applicable to the CPE and Services do not apply to this Agreement. If, after thirty (30) days written notice, or the payment period prescribed by applicable law or regulation, Customer fails to pay charges for CPE and Services or otherwise fails to perform a material term of this Agreement, Customer authorizes and appoints Verizon to do any or all of the following at Verizon's sole discretion: (a) charge a late payment fee, as authorized under applicable law or regulation, on the unpaid balance until such balance is paid in full; (b) terminate this Agreement and remove the CPE in accordance with the provisions of this Agreement; and/or (c) cease providing to Customer any CPE or Services until the charges Customer owes Verizon are paid in full and/or Customer's other obligations are fully performed. The remedies in this section are not exclusive but additional to rights and remedies available at law or in equity. Customer's obligations under this Agreement with respect to payment of charges due shall survive termination or expiration of this Agreement.

b. Changes. Except as the parties may agree in writing, Customer may not add to or delete CPE nor alter Customer data (hereinafter "Changes") between the date this Agreement is fully executed by the Parties and the CPE configuration is firm ("Firm Configuration Date") and the date that Verizon completes installation of the CPE ("Installation Completion Date"). At other times, Changes which, solely and combined, do not increase or decrease the total CPE and Services price by more than twenty percent (20%) shall be allowed only by execution of a formal Amendment by the Parties or, where permitted, by use of the following procedures: (i) Customer shall notify Verizon in writing of the desired Change; and (ii) Verizon agrees to promptly prepare a Change order which adjusts the total CPE system and/or work schedule. Verizon will then submit the Change order to Customer for approval, and (iii) upon Customer's signing of the Change order, the Change order will be an executed legally binding document that will modify this Agreement. The Customer's payment obligation shall be adjusted to reflect any increase or decrease in the rates and charges for CPE and Services caused by a Change.

#### **4. BASES FOR CUSTOMER CANCELLATION WITHOUT PENALTY**

Although there shall be no penalty for Customer termination of this Agreement pursuant to Section 4(a) or Section 4(b), if the Customer does terminate early pursuant to Section 4(a) or Section 4(b), the Customer shall have no right or claim for recoupment or reimbursement of any charges already paid under this Agreement.

##### **a. NEXT GENERATION 911**

The use of Next Generation 911 ("NG911") is outside the scope of and incompatible with the parties' obligations under this agreement. NG 911 is defined herein as 911 voice calls terminated using emergency services internet protocol ("IP") networking and IP software and applications rather than standards-based E911 format. Should Customer seek to migrate to NG911, Customer shall have a duty to secure alternate support and provide Verizon with at least notice of Customer's termination of this Agreement at least three (3) months prior to initiating NG911 service.

##### **b. APPROPRIATIONS**

The obligation of Customer to make payments hereunder is subject to the availability of lawfully appropriated funds for such purpose. Notwithstanding the foregoing, Customer hereby represents and warrants that sufficient funds have been appropriated to cover payments under this Agreement for the current fiscal year. Customer further agrees promptly to affirmatively seek authorization and approval for



funding, including, if necessary, on an emergency basis, to pay when billed for the CPE and Services. In the event that Customer cannot procure or obtain lawfully appropriated and available budget authority for the CPE and Services, despite its best efforts, and notifies Verizon in writing of such non-availability of funding, this Agreement may be terminated without further liability and Verizon shall be given unimpeded access to remove the CPE.

## **5. ORDERING AND DELIVERY, INSTALLATION AND TESTING**

Verizon will order, deliver, install and test the CPE in accordance with the provisions set forth below. If Customer causes a delay in the delivery, installation, or testing of the CPE, then Verizon reserves the right to apply reasonable charges incurred solely as a result of such delay, including but not limited to, additional labor, and price increases of CPE. Additional then-current time and material charges may apply if Verizon is required to perform extra services because of unprepared locations, Customer's acts or omissions (including Customer caused delay of installation), or conditions that were not visible during site inspection prior to signing this Agreement. Customer agrees to pay such charges upon evidence thereof. If Verizon agrees to accept the return of any CPE ordered by Customer but has not been installed at Customer's request or fault, Verizon reserves the right to charge Customer twenty-five percent (25%) of the applicable CPE price as a restocking fee. Notwithstanding the foregoing, if Verizon's supplier will not accept return of the CPE ordered by Customer, then Customer agrees to pay to Verizon the charges associated with such CPE. Verizon shall not be responsible for CPE delays and/or failures caused by Customer's breach of this section.

a. **Ordering and Delivery.** Verizon will order and deliver the CPE to Customer's location(s) set forth in Exhibit A of this Agreement approximately twelve (12) weeks following the full execution of this Agreement and any Amendment or Modification to this Agreement. It shall be the responsibility of the Customer to provide an appropriate, secure site for the location of the CPE, including maintenance spares, and the bonding, grounding, power and environmental conditions necessary for the optimum operation of the CPE. Customer will bear any expense associated with necessary site preparation. In addition, Customer will not permit public access to the CPE and will provide Verizon personnel unconditional access to the CPE. Risk of loss of or damage to the CPE shall pass to Customer upon delivery of the CPE to Customer's installation location(s), unless damaged or removed by Verizon's personnel. Verizon's obligation to deliver the CPE no later than the timeframe specified herein is subject to and contingent upon the timely receipt of the CPE from Verizon's manufacturer. Verizon will not be responsible for storage of the CPE in the event that Customer has not made its installation location(s) ready for delivery or seeks a delay in delivery. Customer agrees to obtain alternative storage facilities which comply with the conditions set forth herein and in Exhibit D, "Environmental Specifications and Other Requirements", for the CPE until such time as the CPE can safely be delivered to Customer's location(s).

b. **Installation.** Within ten (10) days of signing this Agreement, the parties will agree on an installation schedule for the project. Such schedule will be attached to this Agreement as Attachment 1. If such schedule is not met, the remedies identified below shall apply. Verizon will install the CPE in accordance with reasonable standard practices of the communications industry and the manufacturer's specifications, so long as Customer permits Verizon the required access to its location(s), subject to Customer's written, reasonable, and lawful security requirements. Customer will provide Verizon with prior written notice of its security requirements. Customer must timely provide the appropriate environmental conditions and electrical and telecommunications connections required for proper installation. Verizon's obligation to complete installation within the timeframe specified herein, is subject to and contingent upon Customer's performance of all obligations described in this Agreement including, but not limited to, site preparation, accessibility, and other requirements as may be set forth in Exhibit D, "Environmental Conditions".



c. Testing. Upon completion of installation, Verizon will test the CPE in accordance with manufacturer's specifications and reasonable standard communications industry practices for a period of seven (7) consecutive days. Verizon's obligation to complete testing as described in this subsection is contingent upon and subject to Customer's performance of all obligations described in this Agreement regarding site preparation and accessibility, including but not limited to, the requirements set forth in Exhibit C. Customer's representative(s) shall be invited to be present during all testing. Upon successful testing of the CPE by Verizon, Customer shall accept the CPE and Services in writing. If Customer does not provide written acceptance within five (5) business days of Verizon's notification that testing is complete, the CPE and Services shall be deemed accepted. Customer's existing E911 CPE, if any, will remain in service until the CPE provided hereunder has been successfully installed, tested and accepted by Customer.

## **6. TITLE/ OWNERSHIP AND ACCESS**

a. Title/ Ownership. Verizon or its supplier(s) shall retain all right, title and interest in, and ownership of, all CPE, and all facilities and equipment, installed by Verizon, within the terms of this Agreement. In addition Verizon's supplier(s) shall retain ownership of software used in the CPE. Use of such software by Customer is subject to the terms set forth in Exhibit C, "Software Sublicense", of this Agreement.

b. Access. During the Service Period, Verizon shall have free and unimpeded access at all reasonable times to Customer's location(s) for the purpose of installing, maintaining, repairing, and inspecting such facilities and CPE. At the conclusion of the Service Period, Verizon shall have free and unimpeded access at Customer's location(s) at all reasonable times to remove all Verizon installed facilities and equipment not retained by Customer and used to furnish the CPE and Services. Such removal shall be completed within a reasonable time after the conclusion of the Service Period and Verizon shall repair any damage to the premises caused by such removal. Verizon, its employees, agents and subcontractors shall comply with all rules and regulations while on Customer's premises.

## **7. OTHER FACILITIES OR EQUIPMENT**

Verizon shall not be responsible hereunder for the installation, repair, or maintenance of facilities or equipment furnished by Customer for use with the CPE and the Services. To the extent that the CPE provided hereunder is interconnected to other services provided by Verizon or other persons, such other services shall not be construed to be provided under this Agreement.

## **8. LIMITATION OF LIABILITY**

**VERIZON'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, LIABILITY ARISING OUT OF CPE PROVIDED HEREUNDER, SERVICES PERFORMED, OR FROM VERIZON'S NEGLIGENT ACTS OR OMISSIONS, SHALL, EXCEPT IN CASES OF PERSONAL INJURY, DEATH OR DAMAGE TO TANGIBLE PROPERTY, BE LIMITED TO THE PRICE OF THE PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM. EXCEPT IN CASES OF PERSONAL INJURY, DEATH OR DAMAGES TO TANGIBLE PROPERTY, VERIZON SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, WHETHER RECOVERY OF SUCH DAMAGES IS SOUGHT IN TORT, INCLUDING VERIZON'S NEGLIGENCE, CONTRACT, OR OTHERWISE, EVEN IF VERIZON HAD NOTICE OF OR REASONABLY COULD HAVE FORSEEN THE POSSIBILITY OF SUCH DAMAGES.**



## 9. NOTICES

Notices required by this Agreement must be in writing and sent by first class mail or certified mail, return receipt requested, to the persons whose names and business addresses appear below. Notices sent shall include the Agreement (Case) Number of this Agreement, name of Customer, date that Agreement was executed and Billing Telephone Number. Notices sent by first class mail shall be effective five (5) business days after posting of such Notice(s). Notices sent by certified mail shall be effective on the date noted on the return receipt. Names and addresses for Notices may be changed by notice sent in accordance with this section.

Verizon: Verizon Business Services  
6415-6455 Business Center Drive  
Highlands Ranch, CO 80130

Customer: Howard County, Maryland,  
a body corporate and politic  
3430 Court House Dr.  
Ellicott City, MD 21043

## 10. GOVERNING LAW

This Agreement is to be governed and construed according to the laws of the State/Commonwealth (or Jurisdiction) of Maryland, excluding its choice of law rules.

## 11. NO WAIVER

Either Party's failure to enforce any of the provisions of this Agreement, or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the Parties.

## 12. SEVERENCE

If any portion of this Agreement is held to be unenforceable, that portion shall be severed from the Agreement and the remainder of the Agreement shall continue in full force and effect.

## 13. BREACH OR DEFAULT

Either party may terminate this Agreement immediately by written notice in the event the other party (i) materially breaches this Agreement and (a) fails to cure such breach within thirty (30) days following written notice thereof, or (b) if such breach cannot reasonably be cured during that time, uses its best efforts to cure such breach as soon as practicable but in any event within ninety (90) days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section, Customer shall promptly pay Verizon for the CPE and any services provided up to the date of termination.





## **14. CONFIDENTIALITY**

Neither Party will disclose the terms of this Agreement to any other person without the prior written consent of the other Party, subject to, or consistent with applicable law, regulation or filing requirements.

## **15. ASSIGNMENT**

Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

## **16. LICENSES, PERMITS AND CERTIFICATES**

All licenses (including business licenses), permits and certificates required for and in connection with any and all parts of this Agreement shall be secured by Verizon at its own expense. Verizon will perform all work in such a manner as to comply with the laws of the local, state and federal government as may apply.

## **17. INDEMNIFICATION**

17.1 System Indemnity. Verizon is not the manufacturer of the CPE or the owner of any third party software provided for use with the CPE, which CPE and software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer and/or owner(s) thereof. Except for such manufacturers' or owners' indemnities applicable to the CPE and/or software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.

17.2 Verizon CPE Service Indemnity. Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any Verizon CPE Service infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.

17.2.1 If the use of any Verizon CPE Service is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected Verizon CPE Service, replace the affected Verizon CPE Service with substantially equivalent, non-infringing service, or modify the affected Verizon CPE Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the Verizon CPE Service.

17.2.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) any combination, use or operation of any Verizon CPE Service with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the



Verizon CPE Service by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the Verizon CPE Service provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the Verizon CPE Service to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii) use or operation, by Customer, its agents, employees or other contractors, of Verizon CPE Service other than as specified in this Agreement.

17.3 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturers' or owners' indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.

17.4 Without prejudice to Customer's rights to assert third-party responsibility therefore, and without prejudice to Verizon's rights and remedies under applicable laws, rules, regulations or orders, including but not limited to, its rights to impleader, as between Verizon and Customer, Verizon shall not be responsible under this Agreement for damages, costs and attorneys fees, and any obligation on the part of Verizon to defend and indemnify shall not apply to, any Claim or portion arising out of (a) Customer's use of the System or CPE Services other than as may expressly be indemnified by Verizon pursuant to Sections 17.1 and/or 17.2 of these CPE Services and System Terms, or (b) the content of communications transmitted by or on behalf of Customer in the use of the System or CPE Services, including but not limited to libel, slander, and invasion of privacy.

17.5 Verizon (the "indemnitor") will defend, indemnify, and hold harmless Customer (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the Verizon, its agents or employees in the course of performance under this Agreement.

17.6 The defense and indemnification obligations set forth in this Section are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 17.1 – 17.3 and 17.5 above) without indemnitee's prior written approval.

## **18. INDEPENDENT CONTRACTOR**

Verizon will be legally considered as an independent contractor and neither Verizon nor its employees will, under any circumstances, be considered employees or agents of Customer. Customer will not be legally responsible for any negligence or other wrongdoing by Verizon, its employees, subcontractors or agents.

## **19. FORCE MAJEURE**



Verizon shall not be liable for delays, losses, damages, or any other consequences of acts, omissions, events or failures in performance due to causes beyond Verizon's reasonable control, including, but not limited to, acts of a governmental body, acts of God, acts of third parties other than Verizon's subcontractors and/or suppliers (unless Verizon provides proof that such delays, damages, or failures in performance by its subcontractors and/or suppliers were unavoidable), fires, floods, civil disturbances, war, riots, insurrections, strikes or other labor-related disputes or Verizon's inability to obtain the CPE. Delays attributable to such losses, damages, acts, omissions, events or failures which affect the work schedule shall result in equitable adjustments to the work scheduled by Change order for a period of time at least equal to the periods of delay.

**20. ORDER OF PRECEDENCE**

Order of Precedence. Conflicts among terms in Applicable Laws, this Agreement, its Attachments, or amendments thereto, and, if applicable, Verizon's applicable filed and effective tariffs, will be resolved according to the following order of precedence. The terms of each document(s) listed shall take precedence over conflicting terms of any documents listed below it:

- (i) Applicable Laws;
- (ii) this Agreement, its Attachments, or amendments thereto;
- (iv) Verizon's applicable filed and effective tariffs.

**21. ENTIRE AGREEMENT**

This Agreement, Exhibits attached hereto and, if applicable, Verizon's applicable filed and effective tariffs, constitute the entire agreement between the Parties on the subject matter of this Agreement, and shall supersede all prior oral or written quotations, communications, negotiations, representations, understandings or agreements made by or to any employee, officer, or agent of any Party on the subject matter hereof. Customer warrants that it has not relied on such prior or contemporaneous representations, understandings, or agreements in signing this Agreement. This Agreement may not be modified or rescinded except by a writing signed by an authorized representative of each Party.

**IN WITNESS WHEREOF**, the Parties have entered into this Agreement, effective on the last date of signature, below.

**Howard County, Maryland,  
a body corporate and politic**

**VERIZON BUSINESS NETWORK SERVICES INC.  
On behalf of Verizon Maryland Inc.**

**BY:** See Signature Page

**BY:** \_\_\_\_\_

\_\_\_\_\_  
**Typewritten or Printed Name**

\_\_\_\_\_  
**Typewritten or Printed Name**

**TITLE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_



DESCRIPTION OF CPE AND SERVICES**1. CPE Equipment and Customer Location(s)**

Verizon will provide, install and maintain the CPE and Services, as set forth below, at Customer's location(s):

- a. EQUIPMENT TO BE INSTALLED: 3430 Court House Dr. Ellicott City, MD 21043

		<b><i>Cassidian Communications 4X System</i></b>
<b>Quantity</b>		<b>Description</b>
		<i>Note: Existing servers DL380/G7 to be reused</i>
		<b>Server Equipment</b>
4	04000-00394	SVR WIN2008 CAL 5-PK
		<b><i>Cassidian Communications 4X Licenses</i></b>
1	870899-00350	VESTA 4 ADV SEAT LIC
21	870899-00350U	VESTA 4 ADV SEAT MIG UPGD
1	809800-35140	R4 ADV SW SPT TRNSFR
22	809800-35094	R4 SW SPT 5YR
		<b><i>Workstation Equipment - z220</i></b>
22	61000-409603SFF	WKST HP Z220 SFF
22	65000-47001	TWR STAND SFF Z220
22	63000-202502	MNTR FP WIDE SCR LCD 20IN
22	64007-50016	KEYPAD 24KEY 12FT CBL
22	04000-01005	KVM SWITCH DVI 4-PORT
22	853004-00401	SAM EXT SPKR KIT
22	853030-00302	R4 SAM HDWR KIT
22	809800-35109	R4 IWS CFG
22	809800-35108	R4 IWS STG FEE
1	870890-07501	CPR/SYSPREP IMAGING
		<b><i>Cassidian Communications 4X Modules</i></b>
		<b><i>Cassidian Communications 4X IRR Module</i></b>
14	870899-01601	R4 IRR UPGD W/HASP
8	873099-00502	R4 IRR LIC/DOC/MED
22	809800-35114	R4 IRR SW SPT 5YR
		<b><i>Cassidian Communications 4X Activity View</i></b>



5	873099-00702	R4 ACTIV VIEW SYS LIC
22	873099-00802	R4 ACT VIEW LIC PER ST
5	809800-35124	R4 ACT VIEW SW SPT 5YR
4	61000-409603SFF	WKST HP Z220 SFF
4	65000-47001	TWR STAND SFF Z220
2	63000-202502	MNTR FP WIDE SCR LCD 20IN
2	63002-467401	MNTR LCD 46IN
2	65000-00171	BRKT WALL MNT MNTR LCD LG
4	809800-00102	GENERIC WKST CFG FEE
<b>Cassidian Communications 4X CDR Module</b>		
1	873099-00602	R4 CDR SVR LIC
22	873099-01102	R4 CDR PER SEAT LIC
1	04000-00420	CALL RECORD PRNTR HI END
1	04000-00419	PARALLEL PRNTR RIBBON
1	65000-03133	CBL USB SHLD M/M 10FT
1	6404C-60022	PRINT SVR 6130I LAN
<b>Cassidian Communications 4X Phones/Voice Mail Option</b>		
6	873010-00202	IP PHN LIC ENH
6	04000-06757	AASTRA 6757I SIP PHN
12	04000-01675	AASTRA 675I 20K EXP MOD
1	04000-29636	SWITCH 2960 POE+CBL 24-PO
1	04000-29622	SPT 24P 2960 POE 5YR
<b>Cisco Switch/Router Equipment</b>		
<b>Note: Existing (2) 2960 to be reused</b>		
<b>Peripherals &amp; Gateways</b>		
<b>Note: Existing Alarm Panel, (3) FXO 8 port gateway, (4) FXS 8 port Gateway and (2) T1 Gateway, Firewall and Router to be reused</b>		
<b>Peripherals &amp; Cabinet Equipment</b>		
<b>Note: Verizon to move exiting Cabinet to new location for Side B</b>		
<b>Time Synchronization Equipment</b>		
<b>Note: Time Sync from SO#127209 to be installed at Side B</b>		



		<b>Cassidian Communications 4X CommandPOST System</b>
1	870899-00350	VESTA 4 ADV SEAT LIC
1	809800-35135	R4 ADV SW SPT 5YR
		<b>CommandPOST Hardware</b>
1	61050-J409611-W7	SENT CPOST 8570P W7
1	04000-00486	ADV DOCK STATION 8570P
1	04401-00097	BATTERY 9-CELL 8570P 100W
1	64020-10013	KYBD USB MATTE BLK
1	63000-202502	MNTR FP WIDE SCR LCD 20IN
1	853004-00401	SAM EXT SPKR KIT
1	64007-50016	KEYPAD 24KEY 12FT CBL
1	853004-00301	CPOST SAM HDWR KIT
1	809800-35109	R4 IWS CFG
1	809800-35108	R4 IWS STG FEE
		<b>Cassidian Communications 4X IRR Module</b>
1	873099-00502	R4 IRR LIC/DOC/MED
1	809800-35114	R4 IRR SW SPT 5YR
		<b>Cassidian Communications 4X Activity View</b>
1	873099-00802	R4 ACT VIEW LIC PER ST
		<b>Aurora - MIS System Licensing &amp; Support</b>
1	873391-00201	AURORA COLLECTION LIC
1	809800-03305	AURORA STD SPT 5YR
<b>Aurora - MIS System</b>		
		<b>Aurora 2.1 - Standard MIS System</b>
1	873399-00102.1U	AURORA 2.1 DOC/MED UPGD
3	873391-00301	AURORA USER LIC
3	04000-00339	SQL 2008R2 CAL RUN ENT
28	873391-00201	AURORA COLLECTION LIC
28	809800-03305	AURORA STD SPT 5YR
		<b>Aurora Server Equipment</b>
		<b>Aurora Printers</b>
1	64040-60084	PRNTR COLOR NTWK LASER



		Note: Low Volume Color Network Laser printer. Recommended monthly volume, 2,000 pages per month, not to exceed 40,000 pages per month.
1	65000-00124	CBL PATCH 15FT
		<b>Aurora / Verint Integration (Non-Cassidian)</b>
		Note: Verizon must confirm with KOVA the API interface with Verint has not changed
1	873391-01601	AURORA VNT AL INTG NP/LIC
1	809800-03370	AUR VNT AL INTG N-CCI 5YR
1	04000-11040	FIREWALL S1104 APPL
<b>Managed Services</b>		
		<b>Monitoring &amp; Response</b>
		<b>Existing LIC:</b>
		(1) SVR LIC DDS SVR
		(14) WKST/IP For (1) MDS SVR, (9) Gateways, (1) Firewall, (2) Switches
		From SO#127209 support through 2/12/18
		<b>Verizon Managed Services Bundles</b>
		For: (22) workstations and (4) AV workstations
26	871499-01209	MNTR SEC WKST SETUP BNDL
26	809800-14284	MNTR SEC WKST BNDL 5YR
1	871499-01210	M&R 3.0 IP DEVICES LIC
1	809800-16170	M&R 3.0 IP DEV SRVC 5YR
<b>Included Spare parts</b>		
		<b>Cassidian Communications 4X Equipment - Recommended Spares</b>
1	2213937-1-SR1	FXO GATEWAY 8-PORT
1	2213939-1-SR1	FXS GATEWAY 8-PORT
2	04000-00180	SW SPT ANALOG GATEWAY 5YR
1	04000-29636	SWITCH 2960 POE+CBL 24-PO
1	04000-29622	SPT 24P 2960 POE 5YR
		<b>z220 Workstation Equipment - Recommended Spares</b>
2	61000-409603SFF	WKST HP Z220 SFF
2	65000-47001	TWR STAND SFF Z220
6	63000-202502	MNTR FP WIDE SCR LCD 20IN
2	853030-00302	R4 SAM HDWR KIT
2	853004-00401	SAM EXT SPKR KIT
2	64007-50016	KEYPAD 24KEY 12FT CBL
2	04000-01005	KVM SWITCH DVI 4-PORT
2	809800-00102	GENERIC WKST CFG FEE



1	04000-07025	CBL GPS ANTENNA 25FT

**2. CPE and Services Implementation**

Verizon will complete installation and all services required for cutover at Customer's location(s) within the timeframes specified in this Agreement. Verizon's obligation to complete installation within the specified timeframes is contingent upon and subject to Customer's performance of all obligations described in this Agreement regarding site preparation and accessibility including, but not limited to, the requirements set forth in Exhibit D. Customer and Verizon mutually agree to coordinate and schedule all installation activities.

**3. Maintenance Coverage**

Verizon will provide maintenance service coverage for CPE failures caused by normal wear and tear, flaws, and failures of the CPE. Maintenance service entitles Customer, at Verizon's option, to CPE repair or replacement without additional charge for parts or labor. Verizon will use new or like-new parts, and any parts replaced become Verizon's property. Customer is required to purchase antivirus software and antivirus software updates from CPE manufacturer either through Verizon or directly from manufacturer. Failure to make such purchases shall be a material breach of this Service Agreement pursuant to Section 13 of the Agreement. In addition, maintenance services include software support for the CPE. Software support includes software updates and software program upgrades for the CPE software originally installed by Verizon that are released for general availability by the CPE manufacturer, except that Customer will be responsible for providing updates/upgrades of the operating system software used for personal computers. Software support does not apply to hardware. Software updates are defined as minor enhancements to the software, and software program upgrades are defined as major changes or improvements to the existing CPE software product or functionality. Any new CPE software modules, defined as new features or functionality, may be made available to Customer at mutually agreed to rates when they have been released by the CPE manufacturer for general availability. Customer must provide access to the CPE required by Verizon to perform maintenance services hereunder. Customer will be responsible for replacing equipment or other hardware or software that is damaged because of Customer's negligent acts or omissions.

Maintenance service does not cover CPE failures caused by acts or omissions beyond Verizon's reasonable control, including without limitation, acts of God, power outages or surges or supplementing, rearranging, relocating, modifying or removing the CPE or acts or omissions of Customer, its employees, contractors or other third parties. If any activity by Customer, its employees, contractors or other third parties having access to the CPE or software cause safety hazards or CPE malfunctions, Verizon will respond within the time frames set forth below and Verizon will be entitled to correct the hazard or CPE malfunctions at additional then-current time and material charges, which Customer agrees to pay. If a Customer requires access to the CPE and/or software, Verizon makes no warranties, guarantees or representations, express or implied, that (i) the services provided pursuant to this Service Agreement will protect Customer's CPE from intrusions, viruses, trojan horses, worms, time bombs, cancelbots or other similar harmful or destructive programming routines; (ii) any security threats and vulnerabilities to Customer's CPE will be prevented or detected; or (iii) the performance by Verizon of any services under this Service Agreement will render Customer's CPE invulnerable to security breaches. Remediation by Verizon will result in a time and material charge to Customer at additional then-current time and material charges which Customer agrees to pay. Access to CPE hardware/software is defined but not limited to the ability of a customer to read, open or copy media devices (CD, DVD, Flash drive, external hard drive)





from a 9-1-1 call taking system workstation or server. Access also includes a physical connection (permanent or temporary) to a workstation, server, switch and/or network storage device to the 9-1-1 call taking system LAN; physically connecting (permanent or temporary) a workstation, server, network storage device, switch and/or any device to the 9-1-1 call taking system LAN and/or interconnecting the 9-1-1 call taking system LAN to any other LAN or WAN. If the hazard or CPE malfunction caused by Customer, its employees, contractors or third parties (other than Verizon's subcontractors) cannot be corrected or otherwise repaired, then Customer agrees to pay for the damaged CPE in full. The following equipment is not covered under these maintenance provisions: (1) printers and associated consumables (including but not limited to paper and ink cartridges); and (2) handsets.

Customer may report a CPE failure twenty-four (24) hours a day, seven (7) days a week, by calling Verizon at 1-800-773-7911 or such other number that Verizon provides Customer in writing, in accordance with the Notices provision under this Agreement. Verizon will respond on-site within four (4) hours from the time Verizon is notified of a major failure. For minor failure, Verizon normally dispatches between 8:00 AM and 5:00 PM on the next business day. However, Verizon will dispatch immediately if, in Verizon's sole discretion, unusual or emergency circumstances exist. For the purposes of this section, "major failure" is defined as any or all of the following: (i) loss of 25% of the call carrying capacity of the system; (ii) loss of 25% of trunks; (iii) loss of 25% of system answering positions; or (iv) loss of ANI or ALI processing capability. All other failures are classified as "minor failures." The remedies set forth under this Section are Customer's sole remedies for failures in the CPE.

#### **4. Training**

Unless otherwise specified below, training will be conducted by during normal business hours, defined as between the hours of 8:30 a.m. to 5:00 p.m., Monday through Friday. Training must be scheduled at least two (2) weeks prior to the start of the course. The minimum enrollment and class size for each class is set forth below. Additional students and/or additional classes will be billed at the current course rate. Any changes to the class schedule will be subject to additional charges for any change to travel itineraries and other schedules. If training equipment is not available at Customer's site, Customer shall pay shipping charges for "loaner" training system, in addition to the charges set forth in paragraph 1 of this Exhibit B.

- a. Vesta Sentinel 4.X Agent TTT Training – Includes one (1) day of training for up to eight (8) students. Training is provided at the Customer site using the Customer owned equipment.

#### **5. Other Customer Commitments or Special Terms and Conditions**

- a. These rates are valid until May 30, 2014.
- b. Equipment is available for installation approximately 12 weeks after the signed contract is received.
- c. The service date is dependent upon equipment/facility availability.
- d. Site requirements are at the expense of the Customer.
- e. The Customer is responsible for the installation of additional conduit if necessary.
- f. The Customer is responsible for replacement costs relative to neglect and/or abuse of the equipment.
- g. The equipment must be installed or accepted within three months of delivery date or accept that billing will begin on the system.
- h. The Customer will need to provide a secure area for the storage and staging of the equipment between delivery and installation.



- i. The server must be located in the equipment room for maintenance purposes.
- j. The 911 system is a closed LAN and will not be integrated with any new or existing LAN.
- k. The Customer is responsible for the upgrade of the Operating Software, if required.
- l. Installation and cutover hours are to be scheduled Mon-Fri 8-5. Out of hours can be arranged at an additional charge.
- m. Verizon requires that equipment used at 911 centers be replaced within five years for maintenance agreements.
- n. It will be the Customer's responsibility to install the antenna associated with any netclock and have the cable run to the clock.



**RATES AND CHARGES****1. Rates and Charges**

Verizon will provide the CPE and furnish the Services to Customer at the following rates and charges during the Service Period. Upon completion of installation and Customer's acceptance of the CPE, Customer shall pay invoice(s) submitted by Verizon no later than thirty (30) days after receipt of such invoice(s), unless a different date is shown on the invoice(s).

<b>Rate Element</b>	<b>One Time Upfront Payment</b>	<b>**Monthly Recurring Rate</b>
Monthly Maintenance		\$2,200
Hardware/Software	\$665,743.63	
Installation/Project Management	\$101,469	
Training	\$10,032	

\*\*Prior to the end of the Service Period, Customer has the option, with 30 days written notice to continue service for two additional one (1) year terms at the monthly rate noted above upon written mutual agreement by the parties.

**2. Termination Charge**

If Customer terminates this Agreement before the end of the Service Period, for any reason other than as expressly set forth in Section 4, "Appropriations", of this Agreement, Customer shall pay a Termination Charge equal one or both of the following, as applicable: (i) the Monthly Recurring Rate set forth above, multiplied by the number of months remaining in the Service Period; and/or (ii) the balance of the total up-front payment, no later than thirty (30) days after receipt of the final invoice or the date shown on the final invoice, whichever is earlier.

**3. Expiration of Service Period- Continued Use of CPE and Maintenance Services**

If, at the expiration of the Service Period of this Agreement, Customer desires to continue its use the CPE and continue receiving maintenance services from Verizon, the parties agree to execute a formal amendment to this Agreement, subject to mutually agreed upon rates for such maintenance services. Under such amendment, Verizon will provide maintenance services on a 7x24 basis and will be responsible for any spare or replacement parts needed. In addition, Verizon, at its discretion, will repair or replace the CPE at no charge to Customer in the event of total system failure, if such failure is not the result of Customer's or any third-party's (other than Verizon's subcontractors and/or suppliers) misuse, negligence or neglect. In the event the parties enter in an amendment for maintenance services and Verizon's supplier(s) discontinues support of the CPE, including maintenance and replacement parts, or Verizon determines that it can no longer support the CPE in an appropriate manner, Verizon reserves the right to terminate such amendment without liability on one hundred twenty (120) days written notice to Customer, without further liability on the part of either party, except that Customer shall pay for maintenance services provided up to the effective date of such termination.

**4. Locations**

Verizon will deliver and install the CPE at the following Customer location(s).

3430 Court House Dr., Ellicott City, MD 21043
BTN: 021-706-4000



SOFTWARE SUBLICENSE

In consideration of payment of the rates and charges set forth in this Agreement and subject to its terms and the terms of this sublicense as hereinafter set forth, Verizon grants to Customer a non-exclusive sublicense to use the licensed software, as listed in Exhibit A (hereinafter "Software"), in object (machine readable) code form only and associated documentation, on the CPE with which it is intended to be used. Such sublicense will be effective during the Service Periods set forth above or until the earlier of termination of this Agreement or termination of the Service Periods, as provided herein.

Title to the Software furnished hereunder shall remain in Verizon's supplier. Customer is granted no rights, title, ownership or interest in or to the Software, in whole or in part.

In the event Customer desires to relocate Software to another location for reuse with the CPE with which it was originally delivered, Customer shall notify Verizon in writing prior to each such Software relocation or reuse. Such relocation or reuse shall not alter Customer's sublicense to use the Software.

Customer warrants to Verizon that the Customer is not purchasing the rights granted by this Sublicense in anticipation of reselling those rights.

Customer shall:

- Hold the Software in confidence for the benefit of Supplier; and
- Keep a current record of the location of each copy of Software made by it; and
- Use each copy of the sublicensed Software on the CPE with which it is intended to be used; and
- Affix to each copy of Software made by it, in the same form and location, a reproduction of the copyright notices, trademarks and all other proprietary legends and/or logos of Supplier and/or its suppliers, appearing on the original copy of such Software delivered to Customer and retain the same without alteration on all original copies; and

Customer shall not:

- Use the Software (i) for any purpose other than Customer's own internal business purposes and (ii) other than as provided by this sublicense; or
- Allow anyone other than Customer's employees and agents to have physical access to the Software; or
- Make any copies of the Software except such limited number of object code copies in machine readable form only, as may be reasonably necessary for execution of archival purposes only; or
- Make any modifications, enhancements, adaptations or translations to or of the Software, except for those resulting from those Customer interactions with the Software associated with normal use and explained in the associated documentation; or



- Attempt to reverse engineer, disappear, reverse translate, decompile, or in any other manner decode the Software, in order to derive the source code from or for any other reason; or
- Make full or partial copies of any documentation or other similar printed or machine-readable matter provided with licensed Software unless the same has been supplied in a form by Verizon intended for periodic reproduction of partial copies.

Customer may not assign its rights under this Sublicense to any other party except as provided in the Agreement with regard to assignment of the Agreement. In the event Customer exercises its option to purchase the CPE, Customer will be permitted to continue to use the software described herein, under the terms and conditions described herein, at no additional cost.

**IN NO EVENT WILL VERIZON AND/OR ITS SUPPLIER BE LIABLE TO OR THROUGH CUSTOMER FOR: (1) ANY INDIRECT, SPECIAL, INCIDENTAL, AND/OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR INTERRUPTION OF BUSINESS) SUFFERED BY CUSTOMER FOR ANY REASON; (2) ANY DAMAGES SUFFERED BY CUSTOMER AS A RESULT OF CUSTOMER'S FAILURE TO PERFORM CUSTOMER'S OBLIGATIONS UNDER THIS AGREEMENT; (3) ANY CLAIM AGAINST CUSTOMER BY ANY THIRD PARTY FOR DAMAGES OF ANY KIND IN CONNECTION WITH SOFTWARE GOVERNED BY THIS AGREEMENT, EVEN IF VERIZON AND/OR ITS SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF OR REASONABLY COULD HAVE FORSEEN SUCH LOSS. EXCEPT AS GRANTED IN THE BODY OF THE AGREEMENT TO WHICH THIS SUBLICENSE IS ATTACHED, THE SOFTWARE IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND OR NATURE, WRITTEN OR ORAL, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.**

**AGREED AND ACCEPTED**

\_\_\_\_\_ **See Signature Page** (Customer)

By \_\_\_\_\_

\_\_\_\_\_  
(typed or printed name)

Title \_\_\_\_\_

Date \_\_\_\_\_



**ENVIRONMENTAL SPECIFICATIONS, SITE PREPARATION AND OTHER  
REQUIREMENTS**

**1. Environmental Specifications.** Customer agrees to comply with Verizon's and/or the CPE manufacturer's environmental specifications, in order for the CPE to function properly. Such specifications will be provided to Customer before the start of installation. In addition, Customer agrees to complete any site preparation requirements set forth below. Verizon shall not be responsible for CPE failures caused by Customer's failure to meet the specifications and other requirements set forth in this Exhibit D.

**2. Additional Customer Site Preparation Requirements**

- a. Bonding and grounding are the responsibility of the Customer.
- b. The Customer is responsible for maintaining equipment in an environmentally controlled area.
- c. The Customer is responsible for providing power to each position including any extension cables needed.



IN WITNESS WHEREOF, the parties have executed this Agreement PA-88-2014.

WITNESS:

**VERIZON MARYLAND, INC.**

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Anthony Racine  
Vice President

WITNESS:

**HOWARD COUNTY, MARYLAND**, a body  
corporate and politic

\_\_\_\_\_  
Lonnie R. Robbins  
Chief Administrative Officer

By: \_\_\_\_\_  
Ken Ulman  
County Executive

APPROVED FOR LEGAL SUFFICIENCY  
this \_\_\_\_\_ day of \_\_\_\_\_, 2013:

INFORMATION TECHNOLOGY APPROVED:

\_\_\_\_\_  
Margaret Ann Nolan  
County Solicitor

\_\_\_\_\_  
Christopher Merdon  
Chief Information Officer  
Department of Technology & Communication  
Services

REVIEWING ATTORNEY:

\_\_\_\_\_  
Type Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED FOR SUFFICIENCY OF  
FUNDS:

DEPARTMENT APPROVED:

\_\_\_\_\_  
Stanley J. Milesky  
Director of Finance

\_\_\_\_\_  
William McMahon  
Chief of Police

**ATTACHMENT A  
HOWARD COUNTY, MARYLAND  
OFFICE OF PURCHASING  
AFFIDAVIT**

Agreement Number: PA-88-2014

Contractor \_\_\_\_\_

Address \_\_\_\_\_

I, \_\_\_\_\_, the undersigned, \_\_\_\_\_ of the above named  
(Print Signer's Name) (Print Office Held)

Contractor does declare and affirm this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, that I hold the aforementioned office  
(Month) (Year)

in the above named Contractor and I affirm the following:

**AFFIDAVIT I**

The Contractor, his Agent, servants and/or employees, have not in any way colluded with anyone for and on behalf of the Contractor or themselves, to obtain information that would give the Contractor an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Contractor, or themselves, to gain any favoritism in the award of the contract herein.

**AFFIDAVIT II**

No officer or employee of Howard County, whether elected or appointed, has in any manner whatsoever, any interest in or has received prior hereto or will receive subsequent hereto any benefit, monetary or material, or consideration from the profits or emoluments of this contract, job, work or service for the County, and that no officer or employee has accepted or received or will receive in the future a service or thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally, nor has any such officer or employee of the County received or will receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable to the County in connection with this contract, job, work, or service for the County, excepting, however, the receipt of dividends on corporation stock.

**AFFIDAVIT III**

Neither I, nor the Contractor, nor any officer, director, or partners, or any of its employees who are directly involved in obtaining contracts with Howard County have been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state, or of the federal government for acts of omissions committed after July 1, 1977.

**AFFIDAVIT IV**

Neither I, nor the Contractor, nor any of our agents, partners, or employees who are directly involved in obtaining contracts with Howard County have been convicted within the past 12 months of discrimination against any employee or applicant for employment, nor have we engaged in unlawful employment practices as set forth in Section 12.200 of the Howard County Code, or of Section 16 of Article 49B of the Annotated Code of Maryland or, of Sections 703 and 704 of Title VII of the Civil Rights Act of 1964.

**AFFIDAVIT V**

The Contractor:

- i. Is not currently identified on the list created by the Maryland State Board of Public Works as a person engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*; or
- ii. Is not currently engaging in investment activities in Iran as described in Section 17-702 of the *Maryland State Finance and Procurement Article*.

If the person is unable to make the certification, it will provide the County, a detailed description of the Contractor's investment activities in Iran.

I do solemnly declare and affirm under the penalties of perjury that the contents of the foregoing affidavits are true and correct to the best of my knowledge, information and belief.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



## ATTACHMENT B

### HOWARD COUNTY CHARTER AND CODE REFERENCES TO ETHICS

#### *Charter Section 901. Conflict of Interest.*

(a) **Prohibitions.** No officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of any contract, job, work, or service for the County. No such officer or employee shall accept any service or thing of value, directly or indirectly, from any person, firm or corporation having dealings with the County, upon more favorable terms than those granted to the public generally, nor shall he receive, directly or indirectly, any part of any fee, commission or other compensation paid or payable by the County, or by any person in connection with any dealings with the County, or by any person in connection with any dealings with or proceedings before any branch, office, department, board, commission or other agency of the County. No such officer or employee shall directly or indirectly be the broker or agent who procures or receives any compensation in connection with the procurement of any type of bonds for County officers, employees or persons or firms doing business with the County. No such officer or employee shall solicit or accept any compensation or gratuity in the form of money or otherwise for any act or omission in the course of his public work; provided, however, that the head of any department or board of the County may permit an employee to receive a reward publicly offered and paid for, for the accomplishment of a particular task.

(b) **Rules of construction; exceptions by Council.** The provisions of this Section shall be broadly construed and strictly enforced for the purpose of preventing officers and employees from securing any pecuniary advantages, however indirect, from their public associations, other than their compensation provided by law.

In order, however, to guard against injustice, the Council may, by resolution, specifically authorize any County officer or employee to own stock in any corporation or to maintain a business in connection with any person, firm or corporation dealing with the County, if, on full public disclosure of all pertinent facts to the County Council by such officer or employee, the Council shall determine that such stock ownership or connection does not violate the public interest.

The County Council may, by ordinance, delegate to the Howard County Ethics Commission the power to make such determinations and to authorize the ownership or connection. Any ordinance which delegates this power shall provide for procedures including a public hearing, and shall establish criteria for determining when the ownership or connection does not violate the public interest.

(c) **Penalties.** Any officer or employee of the County who willfully violates any of the provisions of this Section shall forfeit his office. If any person shall offer, pay, refund or rebate any part of any fee, commission, or other form of compensation to any officer or employee of the County in connection with any County business or proceeding, he shall, on conviction, be punishable by imprisonment for not less than one or more than six months or a fine of not less than \$100.00 or more than \$1,000.00, or both. Any contract made in violation of this Section may be declared void by the Executive or by resolution of the Council. The penalties in this Section shall be in addition to all other penalties provided by law.

#### *Code Section 4.119. Ethics and Fair Employment Practices.*

(a) **Conflict of Interest.** Bidders, vendors, purchasers and county employees involved in the purchasing process shall be governed by the provisions of the Howard County Charter and Howard County law regarding conflict of interest. No vendor shall offer a gratuity to an official or employee of the county. No official or employee shall accept or solicit a gratuity.

(b) **Discouragement of Uniform Bidding.**

(1) It is the policy of the county to discourage uniform bidding by every possible means and to endeavor to obtain full and open competition on all purchases and sales.

(2) No bidder may be a party with other bidders to an agreement to bid a fixed or uniform price.

(3) No person may disclose to another bidder, nor may a bidder acquire, prior to the opening of bids, the terms and conditions of a bid submitted by a competitor.

(c) **Fair Employment Practices**

(1) Bidders, vendors and purchasers may not engage in unlawful employment practices as set forth in Subtitle 2 "human Rights" of Title 12 of the Howard County Code Section 14 of Article 49B of the Annotated Code of Maryland or Sections 703 and 704 of Title VII of the Civil Rights Act of 1964 as amended. Should any bidders, vendors or purchasers engage in such unlawful employment practices, they shall be subject to being declared irresponsible or being debarred pursuant to the provisions of this subtitle.

(2) The Howard County Office of Human Rights shall notify the county purchasing agent when any bidder is found, by a court of competent jurisdiction, to have engaged in any high unlawful employment practices.

(3) If any bidder has been declared to be an irresponsible bidder for having engaged in an unlawful employment practice and has been debarred from bidding pursuant to this subtitle, the Howard County Office of Human Rights shall review the employment practices of such bidder after the period of debarment has expired to determine if violations have been corrected and shall, within 30 days, file a report with the county purchasing agent informing the agent of such corrections before such bidder can be declared to be a responsible bidder by the County Purchasing agent.

(4) Payment of subcontractors. All contractors shall certify in writing that timely payments have been made to all subcontractors supplying labor and materials in accordance with the contractual arrangements made between the contractor and the subcontractors. No contractor will be paid a second or subsequent progress payment or final payment until such written certification is presented to the county purchasing agent.

**Code Section 22.204. - Prohibited Conduct and Interests.**

(a) **Participation Prohibitions.**

- (1) Except as permitted by Commission regulation or opinion, an official or employee may not participate in:
- (i) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision of the matter, any matter in which, to the knowledge of the official or employee, the official or employee or a qualified relative of the official or employee has an interest.
  - (ii) Except in the exercise of an administrative or ministerial duty that does not affect the disposition or decision with respect to the matter, any matter in which any of the following is a party:
    - a. A business entity in which the official or employee has a direct financial interest of which the official or employee may reasonably be expected to know;
    - b. A business entity for which the official, employee, or a qualified relative of the official or employee is an officer, director, trustee, partner, or employee;
    - c. A business entity with which the official or employee or, to the knowledge of the official or employee, a qualified relative is negotiating or has any arrangement concerning prospective employment;
    - d. If the contract reasonably could be expected to result in a conflict between the private interests of the official or employee and the official duties of the official or employee, a business entity that is a party to an existing contract with the official or employee, or which, to the knowledge of the official or employee, is a party to a contract with a qualified relative;
    - e. An entity, doing business with the County, in which a direct financial interest is owned by another entity in which the official or employee has a direct financial interest, if the official or employee may be reasonably expected to know of both direct financial interests; or
    - f. A business entity that:
      - 1. The official or employee knows is a creditor or obligee of the official or employee or a qualified relative of the official or employee with respect to a thing of economic value; and
      - 2. As a creditor or obligee, is in a position to directly and substantially affect the interest of the official or employee or a qualified relative of the official or employee.
- (2) A person who is disqualified from participating under paragraph 1. of this subsection shall disclose the nature and circumstances of the conflict and may participate or act if:
- (i) The disqualification leaves a body with less than a quorum capable of acting;
  - (ii) The disqualified official or employee is required by law to act; or
  - (iii) The disqualified official or employee is the only person authorized to act.
- (3) The prohibitions of paragraph 1of this subsection do not apply if participation is allowed by regulation or opinion of the Commission.

(b) **Employment and Financial Interest Restrictions.**

- (1) Except as permitted by regulation of the commission when the interest is disclosed or when the employment does not create a conflict of interest or appearance of conflict, an official or employee may not:
- (i) Be employed by or have a financial interest in any entity:
    - a. Subject to the authority of the official or employee or the County agency, board, commission with which the official or employee is affiliated; or
    - b. That is negotiating or has entered a contract with the agency, board, or commission with which the official or employee is affiliated; or
  - (ii) Hold any other employment relationship that would impair the impartiality or independence of judgment of the official or employee.
- (2) The prohibitions of paragraph (1) of this subsection do not apply to:
- (i) An official or employee who is appointed to a regulatory or licensing authority pursuant to a statutory requirement that persons subject to the jurisdiction of the authority be represented in appointments to the authority;
  - (ii) Subject to other provisions of law, a member of a board or commission in regard to a financial interest or employment held at the time of appointment, provided the financial interest or employment is publicly disclosed to the appointing authority and the Commission;
  - (iii) An official or employee whose duties are ministerial, if the private employment or financial interest does not create a conflict of interest or the appearance of a conflict of interest, as permitted and in accordance with regulations adopted by the Commission; or
  - (iv) Employment or financial interests allowed by regulation of the Commission if the employment does not create a conflict of interest or the appearance of a conflict of interest or the financial interest is disclosed.

(c) **Post-Employment Limitations and Restrictions.**

- (1) A former official or employee may not assist or represent any party other than the County for compensation in a case, contract, or other specific matter involving the County if that matter is one in which the former official or employee significantly participated as an official or employee.

(2) For a year after the former member leaves office, a former member of the County Council may not assist or represent another party for compensation in a matter that is the subject of legislative action.

(d) **Contingent Compensation.** Except in a judicial or quasi-judicial proceeding, an official or employee may not assist or represent a party for contingent compensation in any matter before or involving the County.

(e) **Use of Prestige of Office.**

(1) An official or employee may not intentionally use the prestige of office or public position for the private gain of that official or employee or the private gain of another.

(2) This subsection does not prohibit the performance of usual and customary constituent services by an elected official without additional compensation.

(f) **Solicitation and Acceptance of Gifts.**

(1) An official or employee may not solicit any gift.

(2) An official or employee may not directly solicit or facilitate the solicitation of a gift, on behalf of another person, from an individual regulated lobbyist.

(3) An official or employee may not knowingly accept a gift, directly or indirectly, from a person that the official or employee knows or has the reason to know:

- (i) Is doing business with or seeking to do business with the County office, agency, board or commission with which the official or employee is affiliated;
- (ii) Has financial interests that may be substantially and materially affected, in a manner distinguishable from the public generally, by the performance or nonperformance of the official duties of the official or employee;
- (iii) Is engaged in an activity regulated or controlled by the official's or employee's governmental unit; or
- (iv) Is a lobbyist with respect to matters within the jurisdiction of the official or employee.

(4) (i) Subsection (4)(ii) does not apply to a gift:  
a. That would tend to impair the impartiality and the independence of judgment of the official or employee receiving the gift;  
b. Of significant value that would give the appearance of impairing the impartiality and independence of judgment of the official or employee; or  
c. Of significant value that the recipient official or employee believes or has reason to believe is designed to impair the impartiality and independence of judgment of the official or employee.

(ii) Notwithstanding paragraph (3) of this subsection, an official or employee may accept the following:  
a. Meals and beverages consumed in the presence of the donor or sponsoring entity;  
b. Ceremonial gifts or awards that have insignificant monetary value;  
c. Unsolicited gifts of nominal value that do not exceed \$20.00 in cost or trivial items of informational value;  
d. Reasonable expenses for food, travel, lodging, and scheduled entertainment of the official or the employee at a meeting which is given in return for the participation of the official or employee in a panel or speaking engagement at the meeting;  
e. Gifts of tickets or free admission extended to an elected official to attend a charitable, cultural, or political event, if the purpose of this gift or admission is a courtesy or ceremony extended to the elected official's office;  
f. A specific gift or class of gifts that the Commission exempts from the operation of this subsection upon a finding, in writing, that acceptance of the gift or class of gifts would not be detrimental to the impartial conduct of the business of the County and that the gift is purely personal and private in nature;  
g. Gifts from a person related to the official or employee by blood or marriage, or any other individual who is a member of the household of the official or employee; or  
h. Honoraria for speaking or participating in a meeting, provided that the offering of the honorarium is not related, in any way, to the official's or employee's official position.

(g) **Disclosure of Confidential Information.** Other than in the discharge of official duties, an official or employee may not disclose or use confidential information, that the official or employee acquired by reason of the official's or employee's public position and that is not available to the public, for the economic benefit of the official or employee or that of another person.

(h) **Participation in Procurement.**

(1) An individual or a person that employs an individual who assists a County, agency or unit in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement, may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement.

(2) The Commission may establish exemptions from the requirements of this section for providing descriptive literature, sole source procurements, and written comments solicited by the procuring agency.