



Committee: Directly to Council
Committee Review: N/A
Staff: Amanda Mihill, Legislative Attorney
Purpose: To introduce agenda item – no vote expected
Keywords: #keywords

AGENDA ITEM #1C
March 24, 2020
Introduction

SUBJECT

Resolution to approve Franchise Agreement for Use of Public Right-of-Way: Smart City Media
Lead Sponsor: Council President at the Request of the County Executive

EXPECTED ATTENDEES

None

COUNCIL DECISION POINTS & COMMITTEE RECOMMENDATION

- Whether to approve the proposed franchise agreement

DESCRIPTION/ISSUE

The proposed franchise agreement would allow Smart City Media, LLC to install Interactive Digital Information Kiosks within public right-of-way locations that the County chooses. The kiosks will display information and disseminate messages and transit information. The initial kiosks will be at the US 29 FLASH stations.

The initial term of the franchise is 5 years with 2 options for an additional 5 years (for a total of 15 years). Smart City Media will pay to the County a franchise fee of 25% of net revenues.

Action is tentatively scheduled for March 31.

SUMMARY OF KEY DISCUSSION POINTS

- N/A

This report contains:

Staff Report	Page 1
Draft resolution	©1
Proposed Franchise Agreement, with exhibits	©3
Memorandum from the County Executive	©15
Proof of publication	©17
Introduction to Smart City Media document	©18

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M E M O R A N D U M

March 19, 2020

TO: County Council

FROM: Amanda Mihill, Legislative Attorney

SUBJECT: **Introduction:** Resolution to approve Franchise Agreement for Use of Public Right-of-Way: Smart City Media, LLC

At the request of the County Executive, the Council President is scheduled to introduce a resolution on March 24, 2020 that would grant a franchise agreement to Smart City Media, LLC to install Interactive Digital Information Kiosks within public right-of-way locations that the County chooses. The kiosks will display information and disseminate messages and transit information. The initial kiosks will be at the US 29 FLASH stations as identified on ©13; a rendering of the kiosks is on ©14.

The initial term of the franchise is 5 years with 2 options for an additional 5 years (for a total of 15 years). Smart City Media will pay to the County a franchise fee of 25% of net revenues, defined as “All gross revenues less SCM’s direct costs, expenses, and overhead for providing such services, including commissions for third party advertising sales. The commission rate for third party advertising sales must not exceed 15% without prior approval from the County”.

The Executive recommends approval of the attached franchise agreement. Under Chapter 49 of the County Code, the Council has sole authority to grant a franchise for use of the public right-of-way. Smart City Media published notice of the franchise application. Since no public comments were received, the Executive was not required to conduct a public hearing on the franchise application.

A draft resolution approving the franchise agreement is attached on ©1. Action is tentatively scheduled for March 31.

This packet includes:

	<u>Circle</u>
Draft resolution	1
Proposed Franchise Agreement, with exhibits	3
Memorandum from the County Executive	15
Proof of publication	17
Introduction to Smart City Media document	18

Resolution No: _____
Introduced: _____
Adopted: _____

**COUNTY COUNCIL
FOR MONTGOMERY COUNTY MARYLAND**

Lead Sponsor: Council President at the Request of the County Executive

SUBJECT: Grant of franchise to Smart City Media, LLC to use the public right-of-way

Background

1. Sections 49-20 and 49-21 of the County Code provide that the County Council may grant a franchise for use of the public right-of-way after:
 - a) the franchise applicant publishes notice of the application once a week for three consecutive weeks in a newspaper of general circulation in the County;
 - b) the County Executive investigates the value of the franchise and the adequacy of the proposed compensation the applicant will pay to the County;
 - c) the Executive holds a hearing on the application if any taxpayer or affected property owner objects to the franchise within 10 days after the last notice of the application is published;
 - d) the Executive makes a written recommendation to the Council about the franchise, including findings about the value of the franchise, any response to objections that have been raised, and any other relevant issues; and
 - e) the Council decides that the franchise is expedient and proper.
2. On January 16, 23, and 30, 2020, Smart City Media, LLC published notice of its application for a franchise to use the public right-of-way. The Executive received no objection to the franchise by the February 10, 2020 deadline and was therefore not required to conduct a hearing on the franchise application.
3. On March 6, 2020, the Council received the Executive's recommendation to grant a franchise to Smart City Media, LLC and a proposed franchise agreement.

Action

The County Council for Montgomery County Maryland approves the following resolution:

The County Council finds that granting a franchise to Smart City Media, LLC for use of the public right-of-way is expedient and proper. The Council grants the franchise under the terms of the attached franchise agreement.

This is a correct copy of Council action.

Selena Mendy Singleton, Esq., Clerk of the Council

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**FRANCHISE AGREEMENT
BY AND BETWEEN
MONTGOMERY COUNTY, MARYLAND
AND SMART CITY MEDIA, LLC.**

THIS AGREEMENT is made this _____ day of _____, 2020, by and between Montgomery County, Maryland (the "County"), and Smart City Media, LLC ("SCM") with an address of 54 West 40th Street, New York, New York 10018.

WHEREAS, under Maryland and County laws, the County has the right and power to regulate the time, location, and manner of attachment, installation, operation, and maintenance of facilities in the Public Right-of-Way within the County and has the authority to enter into this Agreement; and,

WHEREAS, SCM and the County want SCM to install outdoor interactive kiosks that are connected to the internet and display curated information ("Interactive Digital Information Kiosks") at locations determined by the County;

WHEREAS, SCM has applied for a franchise from Montgomery County; and,

WHEREAS, pursuant to Chapter 49 of the Montgomery County Code, SCM has caused the proposed franchise to be published once a week for three consecutive weeks in one or more newspapers having general circulation in the County, setting forth the location, character and extent of the franchise, and stating the terms and compensation to be received therefore; and,

WHEREAS, the County Executive or designee has made diligent inquiry as to the money value of the franchise, and the adequacy of the compensation proposed to be paid for the use of the Public Right-of-Way; and,

WHEREAS, Montgomery County has determined that the granting of the franchise for the compensation hereafter set forth, is expedient and proper pursuant to Chapter 49 of the Montgomery County Code 2014, as amended.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

The following words and phrases, which are used herein, must have the meaning set forth opposite the same:

1. "Interactive Digital Information Kiosks" An interactive kiosk that is connected to the internet and displays information.

2. "Kiosk Location"	Locations with Interactive Digital Information Kiosks, including the sites identified in Appendix A.
3. "Contract Year"	Each successive twelve-month period during the Term beginning on the Effective Date.
4. "Effective Date"	The date that the County Council approves the franchise.
5. "Gross Revenues"	All advertising revenue received by SCM and its subsidiaries in exchange for displaying messages or information on the Interactive Digital Information Kiosk network.
6. "Net Revenues"	All Gross Revenues less SCM's direct costs, expenses, and overhead for providing such services, including commissions for third party advertising sales. The commission rate for third party advertising sales must not exceed 15% without prior approval from the County.
7. "Public Right-of-Way"	All roadways, streets, sidewalks, parkways, utility strips, and median and traffic islands dedicated to public use and within the jurisdiction or boundaries of the County.
8. "Customer Information"	Messages disseminated and displayed on SCM's Interactive Digital Information Kiosk network.

ARTICLE II FRANCHISE RIGHTS

A. The County hereby grants to SCM and SCM hereby accepts from the County, the right to install Interactive Digital Information Kiosks within the Public Right-of-Way at locations determined by the County and to disseminate messages and transit information on the Interactive Digital Information Kiosks as more fully described in this Agreement.

B. The Term of this Franchise must be for a period of five (5) Contract Years commencing on the Effective Date with two (2) options for additional 5 (five) year terms upon mutual agreement of SCM and the County Council.

ARTICLE III FRANCHISE FEE

A.1. The County shall receive, as a Franchise Fee, 25% of the Net Revenues received by SCM and its subsidiaries for the dissemination and display of advertising and information on the Interactive Digital Information Kiosk.

2. SCM must make payments of the Franchise Fee to the County in quarterly installments. Each quarterly payment must be received by the County no later than thirty (30) days after the close of each quarter. Payments must be made payable to Montgomery County, Maryland and delivered to the Division of Transit Services, 101 Monroe Street, 5th Floor, Rockville, Maryland.

3. With each Franchise Fee payment to the County, SCM must provide a financial statement, executed by an authorized officer, showing the amount of Gross Revenues for the period covered by the payment and explaining how the Net Revenues were calculated. Acceptance by the County of any payment due under this section must not be deemed to be a waiver by the County of any amount that is subsequently determined to be due, or from later establishing that a larger amount was actually due, or from collecting any balance due to the County.

B. SCM must keep accurate records pertaining to the Franchise. The County must have the right to inspect SCM's books of account at any time during regular business hours on five (5) days' prior written notice and may audit the books from time to time at the County's sole expense, but in each case only to the extent necessary to confirm the accuracy of payments due. Within ninety (90) days from the end of each Contract Year, SCM must file with the County an annual statement of revenues, certified by an authorized officer, which must include a detailed breakdown of Gross Revenues for that period listed by source and of all advertising agency fees listed by payee.

C. SCM is solely responsible for all expenses incurred in the operation and maintenance of the Digital Kiosks and must bear any loss if SCM's share of Gross or Net Revenues is not adequate to offset those expenses.

ARTICLE IV INSTALLATION AND OPERATION OF INTERACTIVE DIGITAL INFORMATION KIOSKS

A. Within ninety (90) days of the receiving notice from the County, SCM will install Interactive Digital Information Kiosks at locations chosen by the County, including those listed in Appendix A, at SCM's sole cost. SCM must install the kiosks in a method approved by the County and must comply with all permitting rules, regulations, and insurance requirements of the County and other parties for the placement of objects in the public right-of-way.

B. For the initial locations listed in Appendix A, the Interactive Digital Information Kiosks will be of a design substantially similar to that shown in Appendix B. For future locations, the design must be approved by the County.

C. Upon the request of the County, SCM will provide Interactive Digital Information Kiosks where technically feasible.

D. SCM is responsible for managing all content displayed on the Interactive Digital Information Kiosks.

E. SCM will provide public Wi-Fi at kiosk locations where technically feasible.

F. Government-sponsored communications will be disseminated and displayed at no charge to the County.

ARTICLE V MAINTENANCE OF SCREENS

SCM must maintain all Interactive Digital Information Kiosks in good and operable condition and must be solely responsible for their maintenance, cleaning, graffiti removal, repair, and replacement without compensation from the County.

ARTICLE VI RESTRICTIONS ON INFORMATION DISPLAYED

The Interactive Digital Information Kiosks authorized by this Franchise Agreement do not constitute a public forum, but instead have been authorized for the limited purposes of providing a source of revenue to the County and a source of transit-related information to the public. Accordingly, SCM will use the Interactive Digital Information Kiosks to disseminate commercial advertising for a product or service, government communications, and location-based travel and weather information, and must not disseminate any message or information that:

- 1) Is unlawful or concerns unlawful activity;
- 2) Contains obscene material; or
- 3) Mimics a traffic control device.

ARTICLE VII UTILITIES

SCM is responsible for all utility installations and utility operating costs at any locations where utility connections are not present. SCM may in its discretion, and at its sole expense, but with prior Notice to the County, access the County's electrical service, provided that the use of electricity by SCM must be separately metered and SCM must pay for the electricity usage either directly to the utility company or pursuant to utility invoices sent to SCM. If a separate meter is not feasible, SCM must pay a flat fee based on average energy consumption of an Interactive Digital Information Kiosk to the County. In other locations, SCM must arrange directly for electricity with the appropriate utility company.

ARTICLE VIII DATA COLLECTION

SCM must provide all data that it collects through hardware, software, and mobile applications to the County at no cost upon request by the County. SCM hereby certifies that it will not sell such data to third parties.

ARTICLE IX SUBORDINATION TO COUNTY'S OPERATING REQUIREMENTS

SCM's rights with respect to any specific location may, from time to time, be temporarily interrupted by necessary activities by the County to maintain and repair the Public Right-of-Way and by other private and public construction activity; provided, however, that nothing herein must be construed as permitting action by the County intended to interfere with or interrupt SCM's operation of the Interactive Digital Information Kiosk unrelated to such maintenance, repair, and construction activity.

ARTICLE X INSURANCE

A. SCM must obtain and maintain at all times during the term of this Agreement comprehensive general liability insurance and comprehensive automotive liability insurance protecting SCM in an amount of not less than two million dollars (\$2,000,000) (including umbrella or excess coverage) per occurrence (combined single limit) including bodily injury and property damage coverage as well as coverage for personal injury, products and completed operations, advertising injury, and trademark and copyright violations or infringement. SCM must also maintain Cyber / Professional Liability Insurance, in an amount not less than two million dollars (\$2,000,000) per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property, network / cyber and privacy risks (including coverage for failure of security, virus transmission, data damage/destruction/corruption, breach of privacy perils, unintentional or wrongful disclosure of information, as well as notification costs and regulatory defense) in the performance of services hereby contracted for with Montgomery County, Maryland or on behalf of Montgomery County, Maryland hereunder. The policy shall contain affirmative coverage for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. The policy shall expressly provide, but not be limited to coverage for the following: (i) the unauthorized use/access of a computer system; (ii) the defense of any regulatory action involving a breach of privacy; (iii) failure to protect confidential information (personal and commercial information) from disclosure; (iv) notification costs, whether or not required by statute; (v) network security liability; (vi) defense costs; and, (vii) privacy liability. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 3 years thereafter for services completed during the term of the agreement.

The general liability insurance must name the County, the County Executive, its council members, officers, employees, agents, and contractors as additional insureds for any liability arising out of SCM's performance of work under this Agreement, or suitable additional-insured endorsement acceptable to the County. Coverage must be provided in accordance with the limits

specified and the provisions indicate herein. Claims made policies are not acceptable. Such insurance must not be canceled or materially altered to reduce coverage until the County has received at least thirty (30) days advance written notice of such cancellation or change. SCM must be responsible for notifying the County of such change or cancellation.

B. SCM, within thirty (30) days of the Effective Date of this Agreement, must file the required original certificate(s) of insurance with endorsements with the County, subject to the County's prior approval, which must clearly state all of the following: Policy number, name of insurance company; name, address, and telephone number of the agent or authorized representative; name, address, and telephone number of insured; project name and address; policy expiration date; and specific coverage amounts.

Each policy of insurance required by this Agreement must be issued by a responsible insurance company qualified and authorized to do business in the State of Maryland. Thirty (30) days prior, written notice to the County is required for any change to, or cancellation of, the insurance policy.

C. SCM's insurance is primary to any other valid or collectible insurance that the County may possess, including any self-insured retentions the County may have, and any other insurance the County does possess must not be required to contribute with this insurance. The certificate(s) of insurance with endorsements and notices must be mailed to:

Division of Transit Services,
101 Monroe Street, 5th Floor
Rockville, Maryland 20850

D. SCM must obtain and maintain at all times during the term of this Agreement statutory workers' compensation and employer's liability insurance in an amount not less than five hundred thousand dollars (\$500,000) or such other amounts as required by Maryland law, and furnish the County with a certificate showing proof of such coverage.

E. By signing this Agreement, SCM hereby certifies that it is aware of the provisions of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all such times as it may apply during the performance of the work pursuant to this Agreement. A Waiver of Subrogation in favor of the County will be required when work is performed on County premises under hazardous conditions.

ARTICLE XI INDEMNIFICATION BY SCM

SCM must indemnify, defend and hold harmless the County and in its the officers, agents and employees, from and against any and all claims, suits, actions, liability and judgments for damages ("Damages") for actual or alleged injury to persons or property (including loss of use of property whether or not such property is physically damaged or destroyed), to the extent such damages arise in any way out of or through, any act or omission of SCM or any of its officers,

agents, employees, or contractors who in any way contribute to its performance of any part of this Agreement. SCM further represents that it is authorized to display all information and indemnifies the County for all claims arising from a failure to comply with any copyright or trademark law.

ARTICLE XII NOTICE

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms hereof ("Notice"), must be in writing and must be given by (a) depositing in the United States mail, postage prepaid, return receipt requested, certified or registered mail, or (b) by delivery by messenger or by a reputable, nationally known overnight delivery service, or (c) by electronic mail, in either case, correctly addressed to the addressee. Notice must be deemed received when actually received or when the proffered Notice has been refused by the addressee. The signature of an employee, servant or agent of the addressee is determinative on the issue of actual receipt.

Notice to the Franchisee must be
given, by the foregoing methods, to:

Smart City Media, LLC
54 West 40th Street
New York, New York 10018

Notice to the County must be given,
by the foregoing methods, to:

Montgomery County Government
Division of Transit Service
101 Monroe Street, 5th Floor,
Rockville, Maryland. 20850

ARTICLE XIII TERMINATION AND DEFAULT

A. This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party upon a default of any material covenant or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default (or, if such default is not curable within thirty (30) days, if the defaulting party fails to commence such cure within thirty (30) days or thereafter fails to diligently prosecute such cure to completion), provided that the cure period for any monetary default is ten (10) business days from receipt of notice.

B. The County reserves the right to revoke the Franchise, subject to reasonable notice and the opportunity to cure for a material breach of the Franchise, including, but not limited to the following: (i) non-payment of franchise fees, (ii) failure to comply with the provisions of the Laws and this Agreement, (iii) use of the Public Rights-of-Way in violation of this Agreement, and (iv) misreporting any required compensation amount.

C. Each party retains all of its rights to enforce this Agreement. The County reserves the right to seek injunctive relief, mandamus, or any other appropriate relief as may be necessary to enforce or correct a violation of the provisions of the Law or this Agreement.

ARTICLE XIV OWNERSHIP AND REMOVAL OF VIDEO INTERACTIVE SCREENS

All Interactive Digital Information Kiosks installed by SCM pursuant to this Agreement must remain the property of SCM. SCM must remove the Interactive Digital Information Kiosks within forty-five (45) days of the termination of this Agreement.

ARTICLE XV NON-DISCRIMINATION

SCM agrees to comply with the non-discrimination in employment policies in County contracts as required by Section 11B-33 and Section 27-19 of the Montgomery County Code 2014, as amended, as well as other applicable state and federal laws and regulations regarding employment discrimination. SCM assures the County that, in accordance with applicable law, it does not, and agrees that it will not discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

ARTICLE XVI TAXES

SCM must be solely responsible for the payment of any taxes, fees, or charges, imposed by federal, state or local government, whether in existence on the date hereof or thereafter, which may be assessed against SCM (collectively referred to as "Taxes"). SCM must pay all Taxes directly to the taxing authority before delinquency and before any fine, interest, or penalty must become due or be imposed by operation of law for their nonpayment. SCM may contest, in good faith for its own account and at its own expense, the validity or amount of any Taxes; provided SCM must indemnify the County against any resulting loss, cost and expense. SCM must not permit a lien or encumbrance on the Interactive Digital Information Kiosks by reason of a failure to pay any Taxes.

ARTICLE XVII ASSIGNMENT

SCM must not assign, sell or otherwise transfer, sell or assign this Franchise Agreement to any other any subsidiary, parent or other entity without the prior consent of the County Council, which consent must not be unreasonably withheld, conditioned or delayed. The County must provide written Notice of the Council's approval or disapproval of such transfer within sixty (60) days from receipt of Notice by SCM of the proposed assignment sale or transfer. The County's failure to provide such Notice within such 60-day period constitutes approval.

ARTICLE XVIII PERFORMANCE BONDS

SCM must deposit or file with the County a cash security deposit, a surety bond acceptable to the County Attorney, or letter of credit acceptable to the County Attorney within thirty (30) days after the Effective Date of the agreement in the amount of fifty thousand dollars (\$50,000) as security for the faithful performance by SCM of the provisions of this Agreement and the Laws. If SCM fails to pay the County any fees, costs or expenses within ten (10) days of notice to SCM, the County may immediately withdraw the amount against the surety bond or the letter of credit. Such action by the County is in addition to any other remedy provided to the

County by this Agreement.

ARTICLE XIX FORCE MAJEURE

Notwithstanding any other provisions hereof, neither SCM, nor the County, must be held responsible or liable for any failure to meet their respective obligations under this Agreement if such failure must be due to causes beyond SCM's or the County's reasonable control. Such causes may include but are not limited to: strikes, fire, flood, civil disorder, extraordinary weather conditions that prevent compliance, acts of God or of the public enemy, acts of the federal government, or any unit of state government in either a sovereign or contractual capacity, epidemics, quarantine restrictions, delays in transportation, acts of war, terrorism or crimes to the extent that they are not caused by the parties willful or negligent acts or omissions, and to the extent that they are beyond the parties reasonable control.

ARTICLE XX SEVERABILITY

If any part, term or provision of this Agreement is held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this agreement, the validity of the remaining portions of provisions must not be affected thereby; provided that the material economic terms of this agreement remain substantially the same as contemplated by the entire Agreement.

ARTICLE XXI ENTIRE AGREEMENT

This Agreement contains all agreements, representations, and understandings of the parties hereto and supersedes any previous understandings, proposals, commitments, or agreements, whether oral or written, and may be modified or amended only as herein provided. This agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII GOVERNING LAW

This agreement must be governed by, enforced, and interpreted under the laws of the State of Maryland and Montgomery County Maryland.

ARTICLE XXIII WAIVER

A waiver of default of any term of this agreement must not be construed as a waiver of any succeeding default or as a waiver of the provision itself. A party's performance after the other party's default must not be construed as a waiver of that default.

ARTICLE XXIV AUTHORIZATION

Each party hereby represents and warrants that its respective signatory is duly authorized to execute this Agreement on its behalf.

SIGNATURE PAGE

WITNESS:

MONTGOMERY COUNTY, MARYLAND

Clerk of the Council

By: _____

Sidney Katz, President

Montgomery County Council

The Provisions of this Agreement are agreed to and hereby accepted.

WITNESS:

SMART CITY MEDIA, LLC

By:



Tom Touchet, CEO

Smart City Media, LLC

APPENDIX A: LOCATIONS

SMC will install Interactive Digital Information Kiosks at the following US 29 FLASH station locations, pursuant to the final engineering plans:

- Fenton Street Northbound Station Platform
- Fenton Street Southbound Station Platform
- Four Corners Northbound Station Platform
- Four Corners Southbound Station Platform
- Burnt Mills Northbound Station Platform
- Burnt Mills Southbound Station Platform
- Oak Leaf Drive Northbound Station Platform
- Oak Leaf Drive Southbound Station Platform
- White Oak Transit Center Northbound Station Platform
- White Oak Transit Center Southbound Station Platform
- April Lane Northbound Station Platform
- April Lane Southbound Station Platform
- Tech Road Northbound Station Platform
- Tech Road Southbound Station Platform
- Castle Boulevard Station Platform

13

MONTGOMERY COUNTY MD AND SMART CITY MEDIA, LLC BRANCHES: CREDIT STATE

14




OFFICE OF THE COUNTY EXECUTIVE
ROCKVILLE, MARYLAND 20850

Marc Elrich
County Executive

MEMORANDUM

February 13, 2020

TO: Sidney Katz, President
Montgomery County Council

FROM: Marc Elrich, County Executive 

SUBJECT: Franchise Agreement for Smart City Media, LLC ("Smart City Media")

I am pleased to transmit to you a proposed agreement with Smart City Media (SCM). The County Executive recommends approval of the agreement.

This proposed franchise has been processed in accordance with Montgomery County Code Section 49-20. Under the terms of the non-exclusive franchise, SCM will install Interactive Digital Information Kiosks that are connected to the internet within the Public Right-of-Way at locations chosen by the County. The initial kiosks will be at the US 29 FLASH stations, as shown on the list attached. The Interactive Digital Information Kiosks will display curated information and disseminate messages and transit information.

SCM will pay to the County a Fee consisting of 25% of the net revenues (as defined in the Franchise Agreement) received by SCM and its subsidiaries for the dissemination and display of advertising and information on the Interactive Digital Information Kiosks. The term of this franchise will be for a period of five (5) Contract Years commencing on the Effective Date with two (2) options for additional five (5) year terms upon mutual agreement of SCM and the County.

As is reflected in the attached Certificate of Publication, the proposed franchise was advertised on January 17, 24, and 31, 2020. No public comments were received. If you have any questions or need additional information, please contact Darcy Buckley at x76177.

15

Attachments:

1. Franchise Agreement
2. Certificate of Publication
3. Background information on SCM
4. Draft Resolution

cc: Christopher Conklin, Director, Department of Transportation (MCDOT)
Clifford L. Royalty, Division Chief, Office of the County Attorney
Dan Hibbert, Division Chief, MCDOT Division of Transit Services
Timothy Cupples, Division Chief, MCDOT Division of Transportation Engineering
Corey Pitts, BRT Manager, MCDOT Division of Transportation Engineering
Eric Willis, Section Chief, Property Acquisition, MCDOT
Joana Conklin, Rapid Transit System Development Manager, Department of General Services
Darcy Buckley, Planning Specialist III, MCDOT Director's Office

Certificate of Publication

PUBLIC NOTICE

State Of Maryland }
County of Montgomery }

SS

Proposed Award by Montgomery County
Maryland of Non-Exclusive Franchise
Smart City Media, LLC

Smart City Media, LLC (SCM) has submitted application for a non-exclusive franchise in Montgomery County, Maryland to install active Digital Information Kiosks that are connected to the internet within the Right-of-Way at locations chosen by the County, to entail US 29 Flash stations. The Interactive Digital Information Kiosk will disseminate curated information and disseminate mass transit information.

Sherry Sanderson, being duly sworn, says:

That she is Legal Advertising Representative of The Montgomery County Sentinel, a weekly newspaper of general circulation, published in Rockville, Montgomery County, Maryland; that the publication, a copy of which is attached hereto, was published in the said newspaper on

January 16, 23, 30, 2020

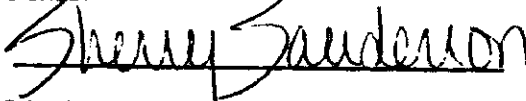
SCM has proposed to pay Montgomery County as a Franchise Fee, 25% of the Net Revenue received by SCM and its subsidiaries for the dissemination and display of advertising and information on the Interactive Digital Information Kiosk. The term of this franchise will be a period of five (5) Contract Years commencing on the Effective Date with two (2) optional additional 5 (five) year terms upon mutual agreement of SCM and the County Council.

Any objection to the proposed granting of franchise by the County must be filed, in writing, with the County Executive by the close of business on February 10th at 5:00 p.m., at the Executive Office Building, 2nd Floor, 101 Monroe Street, Rockville, Maryland 20850. Copies of the proposed franchise agreement are available at the Department of Transportation, Monroe Street, Rockville, Maryland 20850. For further information, contact Darcy Buckle (240) 777-7166.

January 16, 23, 30, 2020
00040571 3:01/30/20

That said newspaper was regularly issued and circulated on those dates.

SIGNED:



Subscribed to and sworn to me this 30th day of
January 2020,

01115200 00040571

SMART CITY MEDIA LLC
225 I STREET NE #101
WASHINGTON, DC 20002

An Introduction to Smart City Media

Smart City Media believes in the power of media and digital services - locally based and locally relevant - to engage community and inspire innovation, what we call "*Media with a Purpose.*". We are proud to provide our CityPost® solution, considered best-in-class by peer and independent review, as a complement to the Flash, Montgomery County's first ever Bus Rapid Transit (BRT) line serving US 29.

CityPost is an interactive, community channel that broadcasts real-time experiential place-based content; that informs about what's going on where you are, when you are there and then provides wayfinding to get you where you want to go. Just visiting? CityPost provides content in 9 different languages and is fully ADA compliant. But that's not all. CityPost has robust safety and security tools that benefit everyone. There are IoT sensors that improve sustainability and environmental stewardship and then free public WiFi hotspots so you can stay connected.

Team: Experience, Background, Qualifications:

Our CEO is the former Executive Producer of The Today Show and Good Morning America and our executive team comes from the highest levels of media, technology, and community development and have won numerous top media awards including multiple Emmys, Peabodys, Effies and Gracies. Collectively we have over 40 years of direct experience in the Smart City/IOT space, including these groundbreaking collaborations:

- **City24/7 NYC Smart City pilot:** In 2011 as City24/7 with the active support of Mayor Bloomberg, created, built implemented the acclaimed NYC Smart City Pilot that led to a \$1B NYC payphone retro-fit RFP in 2014.
- **KC Smart Corridor Living Lab:** Branded as the "Smartest 51 Blocks in the World," the Collaborative Data-driven KC Smart City project that followed the route down Main Street of the new KC Streetcar earned the prestigious Edison Award for Innovation Gold.
- **Dallas Area Rapid Transit:** Following a highly competitive RFP process against some of the largest players in the Smart City arena (Google's Intersection, AT&T and Verizon), the all-star team assembled by Smart City Media was selected as the premiere network to deliver its full transit solution for the entire Dallas Area Rapid Transit system across 13 jurisdictions