10:55 AM

11:00 AM

Attorney



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BOARD OF COUNTY COMMISSIONERS September 22, 2020 OPEN SESSION AGENDA

The meeting of the Board of County Commissioners of Washington County will be held at 100 West Washington Street, Suite 1113, Hagerstown. Due to Governor Hogan's Executive Order and gathering restrictions, Board members will be practicing social distancing. County buildings remain closed to public access except by appointment. Therefore, there will be no public attendance in the meeting chambers, unless previously scheduled. The meeting will be live streamed on the County's YouTube and Facebook sites.

10:00 AM	MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE CALL TO ORDER, President Jeffrey A. Cline APPROVAL OF MINUTES: August 27, 2020
10:05 AM	COMMISSIONERS' REPORTS AND COMMENTS
10:10 AM	STAFF COMMENTS
10:15 AM	CITIZEN PARTICIPATION (citizen's are required to submit a request to khart@washco-md.net or by calling 240.313.2204 at least 24 hours in advance of the meeting)
10:20 AM	INVESTMENT POLICY STATEMENT UPDATE – Sara Greaves, CFO; Patrick Wing, Marquette Associates
10:25 AM	FOURTH QUARTER ADJUSTMENTS TO THE WASHINGTON COUNTY BOARD OF EDUCATION'S FY2020 GENERAL FUND BUDGET — Jeffrey Proulx, Chief Operating Officer, WCPS; David Brandenburg, Executive Director of Finance, WCPS
10:30 AM	AUDIT AND AGREED UPON PROCEDURES – FIRE COMPANIES – Sara Greaves, CFO
10:35 AM	EXPRESS APPROVAL – CITY OF HAGERSTOWN ANNEXATION OF COLE ROAD PROPERTIES (A-2020-03) – Jill Baker, Director, Planning & Zoning
10:40 AM	EXPRESS APPROVAL – CITY OF HAGERSTOWN ANNEXATION OF VALLEY MALL OUTPARCELS (A-2020-04) – Jill Baker, Director, Planning & Zoning
10:45 AM	SEWER EASEMENT ABANDONMENT – Todd Moser, Real Property Administrator; Mark Bradshaw, Deputy Director, Water Quality
10·50 AM	MARTZ-LEMASTER-SALAMONE RURAL LEGACY PROGRAM FASEMENT

(revised) - Chris Boggs, Land Preservation Planner, Planning & Zoning

NONPROFIT ORGANIZATION REQUESTS (1-108 LIST) - Kirk Downey, County

BUDGET ADJUSTMENT FOR RUNWAY 9/27 - Garrison Plessinger, Director,

Hagerstown Regional Airport; Kelcee Mace, Deputy Director, Budget & Finance

- 11:05 AM INTERGOVERNMENTAL COOPERATIVE PURCHASE (INTG-20-0049)
 AUTOMATED SPEED ENFORCEMENT SYSTEM Rick Curry, Director, Purchasing;
 Sheriff Doug Mullendore
- 11:10 AM CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING Major Craig Rowe, Sheriff's Office; Allison Hartshorn, Grant Manager, Office of Grant Management
- 11:15 AM CLOSED SESSION (To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals)

11:30 AM ADJOURNMENT



Agenda Report Form

Open Session Item

SUBJECT: Investment Policy Statement Update

PRESENTATION DATE: 9/22/2020

PRESENTATION BY: Sara Greaves, Chief Financial Officer; Patrick Wing, Marquette Associates

RECOMMENDATION: To approve updates/changes to the Investment Policy Statement

REPORT-IN-BRIEF: The Investment Policy Statement, IPS, sets forth guidelines and objectives for the Pension, OPEB, and LOSAP funds. It has been reviewed over the past 12 months and updated by the investment committee.

DISCUSSION: The IPS serves several purposes, some of which are included below:

- Define and generally assign the responsibilities of all involved parties.
- Establish a clear understanding of the investment goals and objectives of the Funds.
- Establish the relevant investment horizon for which the Funds' assets will be managed.
- Establish a target asset allocation and re-balancing procedures for the Funds.
- Offer guidance and limitations to all third-party investment funds/managers ("Investment Managers") regarding the investment of assets.
- Establish a basis for evaluating the Funds' investment results.

While the proposed IPS is longer than the existing IPS, it is mainly due to adding language to the document relative to the way the County has operated for years. The document has been expanded to further specify duties of certain staff, commissioners, and the investment advisor.

Notable changes to the policy include:

- Added language related to prudence, ethics and conflict of interest
- 2 Additional investment committee members consisting of the Director of Budget & Finance and an appointed commissioner
- Additional asset classes
 - o Real Estate
 - o Private Infrastructure
 - o Options/Defensive Equity
 - o Private credit
- Certain asset classes may require a third-party contract in which the investment committee chairperson is an authorized signor.
- Asset allocation Min/Max and Target percentages for each respective Fund

FISCAL IMPACT: N/A

CONCURRENCES: County Administrator

ALTERNATIVES: N/A

ATTACHMENTS: Current Investment Policy Statement; Proposed Investment Policy Statement



Section: Pension Plan Investment Policy

Purpose: The purpose of this policy statement is to establish reasonable expectations, objectives

and guidelines in the investment of the assets of the Washington County Pension Fund ("Pension Fund"). It creates a framework for a well-diversified asset mix to generate

acceptable long-term returns at a level of risk suitable to the Pension Fund.

Pension Plan Participants

The Pension Fund for purposes of this investment policy includes the Washington County Government Employee's Pension Plan and the Washington County Length of Service Award Program (LOSAP).

Pension Committee

The Pension Committee members are the County Administrator, the Director of Human Resources, and the Chief Financial Officer.

Objectives and Performance Expectations

The Pension Fund has the following investment objectives:

- □ For cost stabilization the Investment manager is expected to achieve on average, a targeted total rate of return over a five-year market cycle exceeding the following, by the indicated percentages:
 - 1. Consumer Price Index (CPI)
 - 2. Average Salary Inflation for County Employees 2.75%

4.50%

- The return target of the Pension Fund is to achieve a long-term, rate of return of 7% 8% annually. This target is based, in part, on a projected inflation rate of 2.0% 2.5% and an average payout rate of approximately 5%.
- Projections will change from time-to-time based on changes in domestic and global macroeconomic conditions, that market performance varies, and that the target annual rate of return may not be achieved during some or all time periods.

- The objectives may not be achieved in any one year and will be evaluated over five-year periods.
- Quarterly reviews of performance and allocations will be completed to determine if target weightings meet the current risk profile.

General Investment Principals

- The assets are to be managed for total return, defined as dividend and interest income plus or minus capital gains and losses.
- ☐ Investment of the assets shall be diversified so as to minimize the risk of unacceptable losses.
- Investors are risk averse. The only acceptable risk is that which is adequately compensated by potential portfolio returns.
- Markets are relatively efficient. It is virtually impossible to know ahead of time the next direction of the market as a whole.
- The portfolio as a whole is more important than an individual security. The appropriate allocation of capital among asset classes (stocks, bonds, cash, etc.) will have far more influence on long-term portfolio results than the selection of individual securities. Investing for the long term (preferably longer than ten years) becomes critical to investment success because it allows the long-term characteristics of the asset classes to surface.
- For every risk level, there exists an optimal combination of asset classes that will maximize returns. A diverse set of asset classes will be selected to help minimize risk. The proportionality of the mix of asset classes will determine the long-term risk and return characteristics of the portfolio as a whole.
- Portfolio risk can be decreased by increasing diversification of the portfolio and by lowering the level or correlation of market behavior among the asset classes selected. (Correlation is the statistical term for the extent to which two asset classes move in tandem or opposition to one another.)

Understanding that risk is present in all types of securities and investment styles, it is recognized that some risk is necessary to produce long-term investment results that are sufficient to meet the investment objectives. However, the investment manager is to make reasonable efforts to control risk and will be evaluated regularly to ensure that the risk assumed is commensurate with the given investment style and objectives.

The investment manager is expected to adhere to the investment styles for which they were hired. The manager will be evaluated regularly for adherence to investment discipline.

Asset Class Targets

The table below summarizes the target asset class weightings, along with the allowable ranges for each asset class.

	Range	Target
Equities:		
Large-Cap U.S. Stocks	25-45%	35%
Small-Cap U.S. Stocks	0-15%	10%
International Stocks	5-20%	15%
REITS	0-10%	5%
Fixed Income:		
High Yield Bonds	0-15%	10%
Investment Grade Bonds	5-30%	23%
Money Market	0-10%	2%

Evaluation Benchmarks

The table below summarizes the evaluation benchmarks that will be used for each asset class.

Asset Class	Evaluation Benchmark
Equities:	
Large-Cap U.S. Stocks	S&P 500
Small-Cap U.S. Stocks	Russell 2000
International Stocks	MSCI ACWI
REITS	NAREIT Equity
Alternative Investments:	
Hedge Funds	HFR (Blended)
Fixed Income:	
High Yield Bonds	Lehman High Yield Credit Bond Index
Investment Grade Bonds	Lehman Bros. Aggregate Bond Index
Money Market	SSB 3-month Treasury Bill
Additional Benchmarks	Performance of other similar pension
Additional Denominarks	funds

General Guidelines

Restricted/Prohibited Transactions *

- Pledging, mortgaging, or hypothecating of any securities except for loans of securities that are fully collateralized.
- Purchases by an investment manager, of the securities, of its own firm, parent, or affiliates.
- Purchase or sale of futures or options for speculation.
- Purchase or sale of commodities, commodity contracts, or illiquid interest in real estate or mortgages.
- □ Common Stock in non-public companies
- □ Commercial paper not rated A-1/B-1, unless secured by cash
- □ Short sales
- Purchases of Letter or restricted Stock
- □ Leveraged Transactions

*Excluding Hedge Funds when applicable

Required Actions

The investment manager must promptly notify the Pension Committee in writing of any changes made within their firm to key personnel, ownership, or any other critical areas of the firm.

With regard to proxy voting, the investment manager is responsible for voting all proxies received after careful assessment of the issues involved.

Diversification

The investment manager is responsible for achieving a level of diversification in his or her portfolio that is prudent and consistently applied. Concentrations in individual securities, industries and economic sectors should not be so high as to subject the overall portfolio to undue risk.

Liquidity

When purchasing a security to place in a portfolio, it is expected that the investment manager will consider their aggregate holdings among all of their accounts to ensure that their total position in the security will not be so large as to inhibit rapid liquidation of the security

Equity Manager Guidelines

The purpose of equity investments is to provide total return that will simultaneously provide a growing stream of income and capital appreciation that more than offset inflation, preserving the purchasing power of the Pension Fund. It is recognized that the pursuit of this objective entails the assumption of greater market variability and risk.

Portfolios should be diversified. The Pension Fund should be diversified to the extent that no individual security makes up more than 10% of total assets at the current market value A concentration in one economic sector (e.g., healthcare) should not be so great as to exceed a 10% deviation to the relevant benchmark sector weighting measured as a percentage of portfolio market value. Finally, the Pension Fund cannot at any time own more than 5% of the outstanding equity-class securities of any single issuer.

Fixed Income Manager Guidelines

The purpose of the fixed income portion of the Pension Fund is to provide a hedge against protracted economic contraction, to reduce the overall volatility of the portfolio, and to produce current income.

- Holdings should consist of domestic (U.S.) fixed-income securities with adequate liquidity. The portfolio should maintain a weighted average portfolio quality rating of at least A. Securities that are issued or guaranteed by the U.S. Treasury or Government agencies and instrumentalities will be considered AAA.
- The maximum position in a single issuer's securities should not exceed 5% of the portfolio's assets at current market value. Holdings in securities issued or guaranteed by the U.S. Treasury or U.S. Government agencies and instrumentalities are exempted from this restriction. As with equity securities, the Pension Fund cannot at any time own more than 5% of the outstanding debt-class securities of any single issuer.
- □ The average duration of the portfolio should be +/- 20% the duration of the Lehman Bros. Aggregate Bond Index.
- □ Foreign (non-U.S. domiciled) securities denominated in U.S. dollars are limited to 10% of the portfolio, measured at market value.

Below investment grade securities (<BBB) are limited to 15% of the portfolio, measured at market value.

Investment Performance Objectives

The Pension Fund will be reviewed on a quantitative basis in the form of quarterly reports to be provided by the investment manager. Qualitative factors will also be considered such as adherence to the investment manager's stated investment process, and to the policy guidelines stated in this document. The investment managers will be reviewed on a net of fees basis.

Domestic Equity Manager(s)

Over a rolling 5-year period, the annualized total return of this investment manager should exceed the annualized total return of the appropriate index (e.g., S&P 500, Russell 2000, etc.). The investment manager should rank in the top 50th percentile of a universe of similar managers, also measured over a 5-year rolling period.

Fixed Income Manager(s)

Over a 5-year period, the annualized total return of the investment manager should exceed the annualized total return of the Lehman Brothers Aggregate Bond Index. The investment manager should rank in the top 50th percentile of a universe.

Performance Monitoring

The investment manager, the pension committee, and its advisor shall monitor the overall performance of the Pension Fund to ensure that it is meeting objectives. The investment manager will rebalance the portfolio allocations back to the policy targets at least annually, following the end of the calendar year. In addition, the investment manager and the pension committee will monitor the portfolio allocations on a quarterly basis to determine whether any rebalancing actions are necessary to bring asset class allocations back within the prescribed policy ranges. The County's advisor, on an annual basis, will measure the County's pension fund's performances against the performances of other similar pension funds.

Individual Manager Monitoring:

Maintaining a short-term and long-term perspective, the pension committee and its advisor will evaluate, on an annual basis, whether the investment manager has:

- Performed satisfactorily when compared with the specific objectives for the portfolio.
- Produced results that compare favorably to other investment managers with similar portfolios.

- Adhered to the relevant policies and objectives.
- Among the events that will be examined closely in its review of the investment manager are:
 - 1. Poor performance relative to objectives: A manager that posts two consecutive years in which relative performance is below the 50th percentile of other similar managers, and performance is below the relevant benchmark will be evaluated for replacement.
 - 2. A change in the portfolio manager assigned to the Pension Fund.
 - 3. The departure of one or more key investment professionals.
 - 4. Violation of an investment guideline.
 - 5. A change in the ownership or control of the investment management organization.

Reporting

The investment manager shall provide the Pension Committee with a report each month that lists all assets held in the portfolio, values for each asset and all transactions affecting assets within the portfolio, including additions and withdrawals.

The pension committee shall receive, no less frequently than on a quarterly basis and within 30 days within the end of each such quarter, the following management reports from the investment manager:

- Performance results over the last quarter and selected time periods
- Performance results of comparative benchmarks for the same periods
- Performance shall be reported on a time-weighted rate of return basis
- End of quarter status regarding asset allocation— Current versus Investment Policy

Investment Manager

Responsibilities:

Manage the assets in accordance with the policy guidelines and objectives expressed in this document, or in a separate written agreement.

All Investments managers must be fully and currently licensed by all appropriated Federal, State, industry agencies.

Submit a written request to the Pension committee whenever the investment manager feels that the *Investment Policy Statement* should be changed.

Vote proxies received after careful assessment of the issues involved.

Promptly inform the Pension committee regarding all significant matters pertaining to the investment management of the assets. For example, significant changes in the ownership, affiliation, organizational structure, financial condition, and staffing of the firm.

Meet with the Pension committee on a regular basis (as necessary).

Glossary

Inflation The overall general upward price movement of goods and services in an

economy, usually as measured by the Consumer Price Index and the

Producer Price Index.

Gross Domestic

Product

The total market value of all final goods and services produced in a country in a given year, equal to total consumer, investment and government

spending, plus the value of exports, minus the value of imports.

Pension Plan A qualified retirement plan set up by a corporation, labor union,

government, or other organization for its employees.

Portfolio A collection of investments all owned by the same individual or

organization. These investments often include stocks, which are investments in individual businesses; bonds, which are investments in debt that are designed to earn interest; and mutual funds, which are essentially pools of money from many investors that are invested by professionals or

according to indices.

Rate of Return The increase in value of an investment, expressed as a percentage per year

Asset Class A type of investment, such as stocks, bonds, real estate, or cash.

Capital Market A market where debt or equity securities are traded.

Projections Quantitative estimate of future economic or financial performance.

Benchmarks A standard, used for comparison.

Equities An instrument that signifies an ownership position, or equity, in a

corporation, and represents a claim on its proportionate share in the

corporation's assets and profits.

Fixed Income A security that pays a specific interest rate, such as a bond, money

market instrument, or preferred stock.

Diversification A portfolio strategy designed to reduce exposure to risk by combining a

variety of investments, such as stocks, bonds, and real estate, which are

unlikely to all move in the same direction

Liquidity The ability of an asset to be converted into cash quickly and without any

price discount.

Capital appreciation An increase in the market price of an asset.

Market Value

A security's last reported sale price (if on an exchange) or its current bid and ask prices (if over-the-counter); i.e. the price as determined dynamically by buyers and sellers in an open market.

Revisions

Type of Revision	Extend of Revision	Approval Date
Creation of Policy	New	July 1, 1993
Updated	Unknown	May 21, 1996
Update	Unknown	June 1, 2000
Updated	Major	February 8, 2005



BUDGET & FINANCE

ACCOUNTING | PURCHASING | GRANT MANAGEMENT

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BACKGROUND

Washington County, Maryland (the "County") sponsors the Employees' Retirement Plan of Washington County, the Washington County, Maryland Volunteer Length of Service Award Program Plan, and the County Commissioners of Washington County Other Post-Employment Benefits Plan (collectively, the "Plans"). The County has established the Employees' Retirement Trust Fund of Washington County, the Washington County, Maryland Volunteer Length of Service Award Program Trust Fund, and the County Commissioners of Washington County Other Post-Employment Benefits Trust Fund (collectively, the "Funds"). The Funds are intended to provide for funding of benefits for those who meet the applicable requirements set forth in the respective Plans.

SCOPE

This Investment Policy Statement (the "IPS") sets forth the investment policies (in the form of guidelines) and objectives of the Funds. The County has arrived at this IPS through careful study of the returns and risks associated with various investment strategies in relation to the current and projected liabilities of the Plans and the Funds, after consulting with such outside investment professionals as the County deemed appropriate. While this IPS has been chosen as the most appropriate policy for achieving the financial objectives of the Funds (at the time of adoption), this IPS is intended only to provide guidance to the County and the Investment Committee in performing their respective duties under the Plans. It is recognized that this IPS does not and cannot set forth all guidelines that the County and the Investment Committee may deem appropriate to consider when making investment decisions for the Funds. Accordingly, the terms of this IPS are merely general guidelines for application by the County and the Investment Committee where appropriate. It is expressly noted that the terms of this IPS are not binding on the County and the Investment Committee and the County and the Investment Committee may make decisions that are inconsistent with the terms of this IPS if they determine it is prudent and in the best interest of the Plans' participants to do so.

Notwithstanding the foregoing, this IPS is not intended, and shall not be deemed, to expand the duties of the Plans' fiduciaries or to create duties that do not exist under applicable law or the documents governing the Plan. If any term of this IPS conflicts with applicable law or those documents, applicable law and the governing Plan documents shall control.

Notwithstanding the preceding, it is intended that the policies within this IPS be binding on the Investment Services Consultant and Investment Managers, and that, among other responsibilities, the Investment Services Consultant certify to the Investment Committee at each meeting of the Investment Fiduciaries that the requirements of this IPS have been satisfied in both form and substance.

For purposes of this IPS, "Investment Fiduciary(ies)" means mean any individual or group of individuals that exercise authority or control over the management, disposition or administration of the Funds which includes but is not limited to: the County (acting through its Investment Committee and the County Commissioners), the Investment Services Consultant, the Investment Manager and the Custodian.

No employee of the County (in his or her individual capacity) shall be considered a fiduciary of the Plan or Fund. Instead, to the maximum extent permitted by applicable law, any employee acting for the County in connection with County's role under this IPS shall be deemed to be acting merely as a representative of the County and not in his or her individual capacity.

PURPOSE

Purpose of the IPS

This IPS has been adopted by the Funds in order to:

- Define and generally assign the responsibilities of all involved parties.
- Establish a clear understanding of the investment goals and objectives of the Funds.
- Establish the relevant investment horizon for which the Funds' assets will be managed.
- Establish a target asset allocation and re-balancing procedures for the Funds.
- Offer guidance and limitations to all third-party investment funds/managers ("Investment Managers") regarding the investment of assets.
- Establish a basis for evaluating the Funds' investment results.

In developing this IPS, considerations included liquidity requirements, the need to diversify assets, and the financial impact (including the possibility of significant loss) of a range of asset allocations (among other factors considered by the County). This IPS will be updated from time to time as determined by the County in its discretion. Further, changing market conditions, economic trends or business needs may necessitate modification of this IPS. For this purpose, any such modifications shall be deemed to be made part of this IPS as of the date deemed appropriate by the County (or its designee), notwithstanding the incorporation of such modifications into this IPS at a later date. In that regard, this IPS may be amended, if appropriate, at any time and such amendments may be made retroactively effective if necessary (e.g., to reflect a modification previously made that is later incorporated into this IPS).

In general, the purpose of this IPS is to outline a philosophy which will guide the investment management of Funds' assets toward the desired results. It is intended to be sufficiently specific, yet flexible enough to be practical and to ensure that sufficient prudence and care are exercised in the investment program. This IPS is intended to serve as a reference tool, an operating code, and a communication link between and among the County Commissioners, the Investment Committee, the Investment Services Consultant and the Investment Managers. As appropriate, the Investment Fiduciaries will consult with the Funds' actuary(ies) to align investment decisions with the County's funding obligations under the respective Plans.

DISTINCTION OF RESPONSIBILITIES

Responsibilities of the Board of County Commissioners

• Approve this IPS.

Responsibilities of the Investment Committee

The Investment Committee shall consist of the County Administrator, the Director of Human Resources, the Chief Financial Officer as Chairperson, the Director of Finance, one County Commissioner appointed who will be appointed by the Board of County Commissioners to serve a four-year term. The Investment Committee (with the assistance of the Investment Services Consultant) shall assist in the development of policies and guidelines regarding the Funds' investments. These policies and guidelines shall include (but are not restricted to) establishment of:

- Investment Objectives, Investment Policy, Investment Guidelines, and Review Procedures.
- Standards for measuring, monitoring, evaluating and comparing investment performance of the Funds
- Procedures for authorization, reporting, control, review and general governance to ensure that the Funds' investment policies and guidelines are reviewed on a regular basis.

The Investment Committee shall examine this IPS periodically (and not less frequently than annually) and monitor implementation of the IPS with a frequency deemed appropriate by the Investment Committee.

The Chairperson of the Investment Committee shall have the authority to sign and execute any third-party investment manager agreements necessary to invest the Funds' assets in a manner consistent with this IPS. A minimum of two members of the Investment Committee, including the Chairperson, shall be designated as authorized signers, on any such agreements.

Neither the Investment Committee nor the individual members of the Investment Committee shall be responsible for the investment and other decisions made by service providers, fiduciaries or others acting in connection with the Plan or Fund. Rather, the Investment Committee members serve in a representative capacity on behalf of the County and shall (to the maximum extent permitted by applicable law) have no liability whatsoever for their service as such.

Responsibilities of the Investment Services Consultant

The County has retained an Investment Services Consultant to assist in fulfilling its investment goals and objectives in accordance with this IPS. The Investment Services Consultant shall have the following responsibilities:

- Comply with applicable laws, regulations and rulings.
- Comply with the terms of this IPS.
- Select Investment Managers (mutual funds and other common investment vehicles) with discretion to purchase, sell, or hold specific securities that will be used to meet the Funds' investment objectives.
- After the initial selection of an Investment Manager, regularly measure, monitor and evaluate the performance of the Funds and Investment Managers against the established goals and objectives.
- Rebalance the Funds' assets, as appropriate, to bring the asset allocation in-line with the approved target ranges.
- Measure and evaluate the Funds' investment performance results.
- Review this IPS on a regular basis and recommend modifications as appropriate.
- Adhere to the applicable Investment Services Consultant Contract and perform all duties required
 of the Investment Services Consultant under such contract.

Responsibilities of any Investment Manager(s)

The Funds' assets will be invested by Investment Managers; such Investment Managers have the following responsibilities:

- Comply with all applicable laws, regulations and rulings.
- Be currently registered and maintain registration as an investment advisor under the Investment Advisors Act of 1940 (the "Act"), a bank (as defined in the Act), or an insurance company qualified to perform investment management services under the laws of more than one state unless otherwise approved on an exception basis.
- Manage the portion of the Funds' assets under their control in accordance with this IPS and any applicable management agreement or prospectus.
- Acknowledge in writing their fiduciary responsibility (if applicable) and fully comply with all portions of the IPS applicable to the Investment Manager, and as modified in the future.
- Exercise full investment discretion within the policies and standards as established as to buy, hold, and sell decisions for the Funds' assets under management.
- On at least a quarterly basis, reconcile the account's positions with the Funds' designated custodian.

- Provide reports and data sheets to the Investment Services Consultant, if applicable, on at least a quarterly basis detailing the Funds' investment performance and positioning.
- Promptly inform the Investment Services Consultant regarding significant matters pertaining to the investment of the Funds' assets, including, but not limited to changes in ownership, organizational structure, investment strategy, portfolio design, or configuration of the investment team.
- Unless the Funds' have retained a proxy voting service, exercise the proxy voting rights related to securities held in its portfolio in a manner consistent with the economic best interests of the Funds.
- If applicable, notify the Investment Committee and the Investment Services Consultant if at any time the Investment Manager feels that the guidelines in this IPS restrict the Investment Manager's performance, or that the objectives cannot be met.

Responsibilities of the Custodian

The Fund has retained a third-party custodian to hold the Funds' assets; such custodian shall manage, control, collect, and use the assets of the Funds in accordance with the terms of the separate Custodial Agreement(s) or Trust Agreement(s) (as applicable) and this IPS.

STANDARD OF CARE

Prudence

Guidelines respecting prudence have been developed in light of investment objectives related to the Plans' obligations to its participants and beneficiaries. Actuarial, economic, investment, and sociopolitical events and trends (among others) are factors that affect meeting those obligations. Accordingly, these guidelines are, as a part of this IPS, intended to present broad and balanced considerations to guide all parties concerned, seeking appropriate allocation, investment, safekeeping, monitoring and evaluation of the Funds.

The Funds' Investment Fiduciaries shall discharge their responsibilities and assets shall be invested in a manner consistent with this IPS, and generally accepted fiduciary standards. All transactions undertaken on behalf of the Funds shall be solely in the interest of the Plans' participants and their beneficiaries and for the exclusive purpose of providing benefits under the Plans and defraying the reasonable expenses of administration of the Plans.

Investments shall be made with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Ethics and Conflicts of Interest

Individuals involved in the investment process shall comply with the applicable provisions of the Washington County, Maryland Ethics Ordinance then in effect. In addition, individuals involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Individuals shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Without limiting the generality of the foregoing, this would include any material benefit from any asset held by or under the Funds. Such disclosure shall be made in writing or, if knowledge of the conflict arises in the course of a discussion at a meeting of the Investment Fiduciaries, orally during the course of such meeting (and in writing following the meeting). Upon giving notice, the person or persons with an actual or potential conflict shall refrain and withdraw from all discussions and participation in decisions pertaining to those matters where a conflict of interest

exists or is perceived to exist, except to the extent circumstances or applicable legal guidance indicates recusal and/or non-involvement is unnecessary.

Delegation of Investment Authority

Authority to manage the Funds' assets is granted to the Investment Services Consultant, who, in turn, will select Investment Managers (mutual funds and other common investment vehicles) with discretion to purchase, sell, or hold specific securities that will be used to meet the Funds' investment objectives. The Investment Services Consultant and any Investment Manager(s) shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this IPS. No person may engage in an investment transaction except as provided under the terms of this IPS and the Investment Services Consultant Contract and the Investment Manager Agreement(s), as appropriate. The Investment Services Consultant and the Investment Manager(s) shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials, as appropriate.

INVESTMENT OBJECTIVES

Return Objectives

Investment objectives are long-term in nature. All parties recognize securities markets are unlikely to provide a consistently favorable climate, on a shorter-term basis. Given this, long-term objectives are:

- Earn a total rate of return, net of investment fees, that achieves at least the Plans' actuarially assumed rate of return.
- Total annualized net investment return from all investments of the Funds and each asset class of
 the Funds is expected to meet or exceed the annualized return of the designated benchmark over
 a market cycle.

Investment performance objectives for the Funds are, as stated above, long-term in nature. Concern respecting market value or investment return volatility and other measures reflecting investment uncertainty, will be addressed through asset (class) allocations, investment management processes or "styles", portfolio diversification requirements, and other investment management guidelines and/or limitations.

Risk Tolerance

The County recognizes that some risk is necessary to produce long-term investment results sufficient to meet the goals and objectives of this IPS. However, the Investment Managers are to make reasonable efforts to control risk, and they will be evaluated regularly by the Investment Services Consultant to ensure that the risk taken is commensurate with the given investment style and objectives. With that background in mind, the Funds' risk tolerance is outlined below:

- Accept prudent levels of short and long-term volatility consistent with the near-term cash flow needs, and long-term liability structure of the Funds.
- Tolerate appropriate levels of downside risk relative to the Funds' target rate of return. In doing so, the Investment Services Consultant will attempt to minimize the probability of underperforming the Funds' target rate of return over the long-term and to minimize the shortfall in the event such underperformance occurs.
- Accept certain variances in the asset allocation structure of the Funds relative to the broader financial markets and peer groups.
- Tolerate certain levels of short-term underperformance by the Funds' Investment Managers.

INVESTMENT POLICY

Investment Policy delineates controls and the associated monitoring intended to enhance the likelihood of meeting Investment Objectives.

Asset Allocation

Asset class allocation decisions are intended to identify an appropriate investment approach for achieving the Funds' Investment Objectives while limiting investment risk through diversification (and other factors deemed relevant by the Investment Fiduciaries). The asset class targets delineated in **Attachments I-III** provide a framework through which the Funds' investments may be adjusted to meet economic and/or investment market conditions while continuing to be invested within the broader allocation framework deemed appropriate to the Funds' long-term Investment Objectives. The progression from current asset class targets to the ones delineated in **Attachments I-III** is intended to be a thoughtful and deliberate process. It is important to note that private market investments will not occur until the Investment Manager(s) fully or partially call committed capital. The asset class targets will be adjusted, with the private market investments' respective targets being increased on an approximately pro-rata basis upon the drawdown of each asset class's respective capital commitment, while targets for the source allocation will be decreased on an approximately pro-rata basis.

Rebalancing and Evaluating the Asset Allocation

The asset allocation ranges represent a long-term perspective. As such, rapid unanticipated market shifts or changes in economic conditions may cause the asset mix to fall outside IPS ranges. When these divergences occur, the Investment Services Consultant will rebalance the assets within the specified ranges when and if the Investment Services Consultant believes it is prudent to do so. The Investment Services Consultant will provide assumptions on the capital markets over the long-term and optimize the asset allocation to best meet the target risk and return objectives of the Funds.

Diversification

Investments must be broadly diversified to minimize the risk of substantial loss unless under the circumstances it is clearly not prudent to do so. Significant diversification can be accomplished through asset allocation, portfolio structure, and the selection of different Investment Managers (among other things). This IPS includes certain constraints intended to optimize investment diversification.

Proxy Voting

The Investment Services Consultant is not responsible for voting proxies, except for mutual fund proxies, in which case the Investment Services Consultant will vote proxies received in accordance with Investment Services Consultant's proxy voting policy as set forth in its ADV Part 2A.

INVESTMENT MANAGER SELECTION CRITERIA

The Investment Services Consultant may select, monitor and replace appropriate Investment Managers to invest the assets of the Funds, provided that any such selection is done prudently and for the exclusive benefit of the Plans' participants and beneficiaries. If the Investment Services Consultant determines that an Investment Manager should be selected or replaced, the below criteria will be used as a guide (among other factors the Investment Services Consultant deems prudent) to evaluate potential alternatives:

- Overall firm strength and investment professional tenure.
- Well-articulated and consistent application of investment philosophy and process.
- Portfolio characteristics and sector weightings relative to style benchmark.

- Consistent long-term performance relative to style benchmark and industry style universe.
- Portfolio's long-term risk/reward profile compared to style benchmark and industry style universe.
- Investment management fees compared to industry average.

Notwithstanding any other provision of this IPS to the contrary, and subject to any limitations on the Investment Service Consultant's ability to unilaterally remove or replace an investment option due to any restrictive provisions applicable to the Fund's current investment options, an investment option may be placed under formal performance review or be immediately terminated at any time and for any reason.

INVESTMENT GUIDELINES

Mutual and Other Commingled Funds

Given the nature of mutual and other commingled funds, it is recognized that there may be deviations between the objectives, intent or specific requirement of this IPS and the stated objectives, intent or content of any mutual or other commingled fund. However, reasonable efforts shall be made, to the extent practical, prudent and appropriate, to select mutual or other commingled funds that have investment objectives and policies that are consistent with this IPS.

Equities

Investment Manager(s) are expected to purchase marketable equity securities listed on national securities exchanges. The structure of equity investments may be in the form of exchange-traded funds (ETFs), mutual funds, separately managed accounts and/or pooled trusts (and such other forms deemed appropriate by the Investment Manager(s)).

Investment Managers are given latitude in security selection subject to the following:

- Permissible equity investments include, but are not limited to, common equity, convertible securities, publicly traded REITs and American Depositary Receipts.
- Sector, industry, regional and individual security diversification should be maintained.
- No Investment Manager shall invest on a market value basis more than (the greater of): a) five (5) percent of their assigned portfolio in the security (-ies) of a single corporation or group of directly affiliated corporations or, b) 1.5 times the weighting of a security(-ies) within an Investment Manager's equity benchmark.
- No Investment Manager may use assigned funds to make or maintain an investment equaling or exceeding ten (10) percent ownership of the outstanding equity security(-ies) of a single corporation, or group of directly affiliated corporations.
- Stock options may be utilized by an Investment Manager(s) managing U.S. equity securities in "covered" or hedging postures but not in "naked" or speculative postures;
- Hedging to protect against currency impact upon a security position is permissible. Nevertheless, the purchase of speculative or "naked" currency contracts (i.e., currency trading or related risk taking), undertaken without a demonstrable exposed investment position to be hedged in a specific currency, is prohibited.

Fixed Income

Suitable fixed income investments include, but are not limited to, U.S. Treasury and Federal agency securities, municipal securities, marketable debt securities of U.S. corporations, domestic and Yankee certificates of deposit, banker's acceptances, commercial paper, or other generally utilized money market or cash equivalent investments, including money market mutual funds meeting the quality standards delineated below. The structure of the investments may be in the form of direct purchases, ETFs, mutual

funds, separately managed accounts and/or pooled trusts (and such other forms deemed appropriate by the Investment Manager(s)).

The effective duration of fixed income securities, said average including any investments considered to be reserve or cash equivalent assets specific to any fixed income portfolio, shall be no more than 25 percent greater nor fifty (50) percent less than the effective duration of the policy benchmark.

Investment Managers are given latitude in security selection subject to the following:

- No issuer, other than the U.S. Government or Federal agencies, may represent more than five (5) percent of the total market value of the fixed income portfolio managed by any Investment Manager(s).
- There is no limit upon investment in U.S. Treasury securities as a percentage of fixed income investments, except that any single issue thereof may constitute no more than twenty five (25) percent of any Investment Manager(s)' fixed income investments at market value and any single Treasury zero coupon issue ten (10) percent at market value. Federal Agency securities are hereby limited to twenty-five (25) percent per agency, and to ten (10) percent, at market value, per any single Federal Agency issue.
- Cash and equivalents are the only permissible form of investment that is to be used for operating capital necessary for daily operations and reserves. Investments in cash and equivalents shall be in U.S. dollars in either:
 - o Money market mutual funds in compliance with SEC rule 2a-7 or,
 - o FDIC-insured Deposit Accounts or,
 - Cash sweep vehicles or Rule 2a-7 money market mutual funds held within SIPC-protected brokerage accounts.

Real Estate

Real estate assets may be held in publicly traded Real Estate Investment Trusts (REITs) and servicing companies.

Real estate assets may be also held in private real estate investments, which will be implemented through open-end commingled fund vehicles.

Pooled real estate investment funds will diversify their exposures by property type and location in an attempt to limit exposure to any single property type or to any single geographic area. It is expected that at various points in time, the portfolio may be more heavily exposed to a single property type or location by virtue of opportunities in the market that are expected to generate excess return above long-term expectations. The diversification of the real estate portfolio will be compared to the composition of its peer benchmark the NCREIF ODCE Index. Limited use of leverage is permissible within pooled real estate investment funds to enhance investment returns and to mirror the NCREIF ODCE Index.

Private Infrastructure

Infrastructure is broadly defined as the essential assets a society requires to facilitate the orderly operation of its economy and can be broken out into three broad categories: transportation, utility, and social. Typically, they are long-lived assets with low growth, similar volatility to real estate, and have an income stream tied to GDP/inflation that exceeds that of bonds. The Fund's private infrastructure allocation will consist predominately of core infrastructure strategies/assets. Such assets are generally characterized as having a mature age, steady cash flows, long-term, regulated contracts, low growth opportunities, monopolistic or semi-monopolistic competitive positioning, and a total return profile consisting predominately of cash yield.

Private infrastructure investments will be implemented through open-end commingled fund vehicles. The underlying infrastructure assets held by the commingled vehicles shall be adequately diversified by geography and broad infrastructure sector.

With the understanding that private infrastructure managers employ leverage to enhance returns, leverage within the private infrastructure allocation of the Fund shall be limited to 75%. Leverage may be utilized at the commingled fund or asset-level. Leverage for individual asset may exceed 75%.

The investment risks associated with illiquid assets will be mitigated through the following requirements: 1. Institutional Quality: All investments must be institutional investment quality. Institutional quality is defined as an investment that would be considered acceptable by other prudent institutional investors (e.g., insurance companies, commercial banks, public employee retirement systems, corporate employee benefit plans, endowments and other tax-exempt institutions). 2. Diversification: No more than ten (10%) of the total portfolio will be invested at any time with any single partnership, entity, or organization.

Options/Defensive Equity

Investments that utilize options-writing strategies, provided that the strategy is clearly defined and articulated fully, in accordance with the relevant guidelines of this IPS, are permitted. Such investments will be implemented either through mutual funds or open-end commingled fund vehicles.

Any such strategy must be transparent and fully collateralized by high-quality short-to-intermediate fixed income securities for selling put options or the underlying equity and/or futures contracts for selling call options. These strategies are intended to capture the historical premium, or spread, between implied volatility and realized volatility within asset markets.

Private Credit

The purpose of the private credit allocation is to generate returns greater than core fixed income over the long term. Investments will be made through funds, which may be open end or closed end.

Private credit is an illiquid, lending-oriented strategy focused on private loans to performing companies. It includes primarily debt investments, where an investor expects to receive principal and interest, with the majority of returns being generated from cash flow yield. Private credit is typically structured with floating rate loans but can also include fixed rate loans. The average maturity of a loan is generally five years; however, loans tend to be repaid prior to maturity, so the average life of the loans is generally three years. Most loans are senior secured loans.

Investments will predominantly consist of direct lending, which are directly originated, nontraded, performing loans made to primarily middle market companies. Direct lending investments primarily are comprised of senior secured debt, which can be secured by general corporate collateral or by a company's specific collateral. Direct lending investments often utilize leverage (typically in the range of 0.5 to 2.5 times) at the fund level. Direct lending investments also have broadly diversified sector exposure and include a combination of sponsored (private equity backed companies) and non-sponsored borrowers. Private credit closed end fund terms are typically 5 to 8 years, with investment periods between 2 and 3 years. The potential for fund term extensions of up to three years is typically structured into most Private credit closed end funds.

A smaller, tactical allocation (e.g., mezzanine) within the private credit pool may be used to complement direct lending and to take advantage of the current investment environment.

Prohibited Investments

Securities having the following characteristics, unless stated otherwise in an investment management agreement, are not authorized and shall not be purchased: letter stock and other unregistered securities, commodities or commodity contracts where the Funds are a counterparty, short sales, and margin transactions. Further, derivatives, options, futures, or any other investment for the sole purpose of direct portfolio leveraging are prohibited. Direct ownership of real estate, natural resource properties such as oil, gas or timber and the purchase of collectibles is also prohibited.

Notwithstanding anything in the Investment Guidelines to the contrary, only an investment permitted by applicable law may be considered and, then, only if such investment is determined to be prudent and in the best interests of Plan participants and beneficiaries.

REVIEW PROCEDURES

Review of Investment Objectives

The Investment Services Consultant shall periodically review and report to the Investment Committee, not less frequently than annually, the appropriateness of this IPS for achieving the Funds' stated objectives. It is not expected that this IPS will change frequently. In particular, short-term changes in the financial markets generally should not require an adjustment in this IPS.

Review of Investment Performance

The Investment Services Consultant shall report on a quarterly basis to the Investment Committee to review the investment performance of the Funds. In addition, the Investment Services Consultant will be responsible for keeping the Investment Committee advised of any material change in investment strategy, Investment Managers, and other pertinent information potentially affecting performance of the Funds.

The Investment Services Consultant shall compare the investment results on a quarterly basis to appropriate peer universe benchmarks, as well as market indices in both equity and fixed income markets.

Review of Investment Services Consultant and Other Service Providers

The Investment Committee shall periodically, and not less frequently than annually, review the performance of the Investment Services Consultant and other service providers to the Funds.

SIGNATURES

The effective date of this Investmen	nt Policy Statement is, 20
Adopted by the Board of County C 20	Commissioners of Washington County, Maryland on
ATTEST:	BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND

ATTACHMENT I - Employees' Retirement Trust Fund of Washington County

Asset Class	<u>Class</u> <u>Minimum, % Target, % Maximum, %</u>		Benchmark	
Equities	45.0	55.0	65.0	
Domestic	25.0	35.0	45.0	Russell 3000
International	10.0	20.0	30.0	MSCI ACWI ex U.S. IMI (net)
Options / Defensive Equity	0.0	12.0	25.0	CBOE Covered Combo
Real Estate	0.0	4.0	10.0	NCREIF ODCE
Private Infrastructure	0.0	4.0	10.0	S&P Global Infrastructure
Private Credit / High Yield	0.0	7.0	15.0	Bloomberg Barclays High Yield
Fixed Income	8.0	18.0	28.0	
Investment Grade	6.0	16.0	26.0	Bloomberg Barclays Aggregate
Cash	0.0	2.0	10.0	BofAML 90-Day T-Bill

In the event an investment manager invests in more than one asset class, for example, a balanced manager or global equity manager, the manager's benchmark allocation to each asset class will be attributed to that particular asset class. For example, if a global equity manager's benchmark is allocated ten percent of the *total fund* and its benchmark is invested sixty percent in international equities, sixty percent of the global equity manager's allocations will be attributed to international equities and therefore, six percent of the *total fund* allocated to international equities.

Private market investments will not occur until the Investment Manager(s) fully or partially call committed capital. The asset class targets will be adjusted, with the private market investments' respective targets being increased on an approximately pro-rata basis upon the drawdown of each asset class's respective capital commitment, while targets for the source allocation will be decreased on an approximately pro-rata basis.

ATTACHMENT II - County Commissioners of Washington County Other Post-Employment Benefits Trust Fund

Asset Class	Minimum, %	n, % Target, % Maximum, %		Benchmark
Equities	50.0	60.0	70.0	
Domestic	28.0	38.0	48.0	Russell 3000
International	12.0	22.0	32.0	MSCI ACWI ex U.S. IMI (net)
Options/Defensive Equity	5.0	15.0	25.0	CBOE Covered Combo
Real Estate	0.0	5.0	10.0	NCREIF ODCE
Private Credit / High Yield	0.0	5.0	15.0	Bloomberg Barclays High Yield
Fixed Income	5.0	15.0	25.0	
Investment Grade	3.0	13.0	23.0	Bloomberg Barclays Aggregate
Cash	0.0	2.0	10.0	BofAML 90-Day T-Bill

In the event an investment manager invests in more than one asset class, for example, a balanced manager or global equity manager, the manager's benchmark allocation to each asset class will be attributed to that particular asset class. For example, if a global equity manager's benchmark is allocated ten percent of the *total fund* and its benchmark is invested sixty percent in international equities, sixty percent of the global equity manager's allocations will be attributed to international equities and therefore, six percent of the *total fund* allocated to international equities.

Private market investments will not occur until the Investment Manager(s) fully or partially call committed capital. The asset class targets will be adjusted, with the private market investments' respective targets being increased on an approximately pro-rata basis upon the drawdown of each asset class's respective capital commitment, while targets for the source allocation will be decreased on an approximately pro-rata basis.

ATTACHMENT III - Washington County, Maryland Volunteer Length of Service Award Program Trust Fund

Asset Class	Minimum, %	Target, %	Maximum, %	Benchmark
Equities	50.0	60.0	70.0	
Domestic	28.0	38.0	48.0	Russell 3000
International	12.0	22.0	32.0	MSCI ACWI ex U.S. IMI (net)
Options/Defensive Equity	5.0	15.0	25.0	CBOE Covered Combo
Private Credit / High Yield	0.0	10.0	15.0	Bloomberg Barclays High Yield
Fixed Income	5.0	15.0	25.0	
Investment Grade	3.0	13.0	23.0	Bloomberg Barclays Aggregate
Cash	0.0	2.0	10.0	BofAML 90-Day T-Bill

In the event an investment manager invests in more than one asset class, for example, a balanced manager or global equity manager, the manager's benchmark allocation to each asset class will be attributed to that particular asset class. For example, if a global equity manager's benchmark is allocated ten percent of the *total fund* and its benchmark is invested sixty percent in international equities, sixty percent of the global equity manager's allocations will be attributed to international equities and therefore, six percent of the *total fund* allocated to international equities.

Private market investments will not occur until the Investment Manager(s) fully or partially call committed capital. The asset class targets will be adjusted, with the private market investments' respective targets being increased on an approximately pro-rata basis upon the drawdown of each asset class's respective capital commitment, while targets for the source allocation will be decreased on an approximately pro-rata basis.

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Fourth Quarter Adjustments to the Washington County Board of Education's

FY2020 General Fund Budget

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Mr. Jeffrey Proulx, Chief Operating Officer, WCPS

Mr. David Brandenburg, Executive Director of Finance, WCPS

RECOMMENDED MOTION: Move to approve the requested fourth quarter adjustments to

the Board of Education's FY2020 General Fund Budget.

REPORT-IN-BRIEF: The Annotated Code of Maryland requires local school systems to periodically re-forecast their financial needs and make necessary changes to their budgets. At year end, this represents adjusting the revised budget to match actual revenues and expenditures. To that end, the Washington County Board of Education approved the attached list of changes to its FY2020 General Fund Budget at its September 15, 2020, meeting.

DISCUSSION: Several of the changes that the Board of Education approved on September 15, 2020, cross major categories. Therefore, these requested adjustments must also be approved by the Board of County Commissioners. The Board of Education has asked its Finance staff to review the requested budget changes with the Commissioners and answer any questions that they may have.

FISCAL IMPACT: These proposed modifications reflect actual revenues and expenditures for fiscal year 2020.

CONCURRENCES: The Board of Education's Finance Committee reviewed the proposed adjustments at their meeting on August 25, 2020, and recommended them for approval by the full Board. The Board of Education unanimously approved these changes at their September 15, 2020, meeting.

ALTERNATIVES: None

ATTACHMENTS:

- Fourth quarter FY2020 budget adjustments
- Summary of FY2020 budget adjustments by quarter

AUDIO/VISUAL NEEDS: None

Washington County Public Schools Fourth Quarter FY2020 Budget Adjustments

Category	Value	The primary reason for variance is:
Administration	43,436	Savings in screening exams and student registration fees due to COVID-19. Indirect cost recovery from grants higher. Other savings offset by essential worker pay.
Instructional Salaries	804,009	Closure-related savings in substitutes and additional pay, as well as vacancies
Instructional Textbooks & Supplies	58,004	Savings in software
Other Instructional Costs	314,076	Closure-related savings in travel, contracted services, lower number of outside placements
Special Education	1,096,591	Closure-related savings in substitutes, additional pay, and nonpublic placements, as well as vacancies
Student Personnel Services	7,875	Closure-related savings in additional pay and materials
Student Health Services	1,064,951	Closure-related savings in contracted nursing services
Student Transportation Services	717,156	Closure-related savings in contracted services, field trips, substitutes, and diesel fuel
Fixed Charges	416,138	Savings in tuition reimbursement, incentives, healthcare, and closure-related FICA & WC
Total Expense Reductions/Additional Revenue	<u>4,522,236</u>	
Revenue	22,793	State reimbursement for nonpublic placements was lower than estimated
Mid-Level Administration	36,182	Communications costs and COVID-19 costs related to graduation
Operation of Plant	272,365	Savings in utilities, more than offset by essential worker pay, postage, cleaning supplies, and technology costs
Maintenance of Plant	967,926	Additional deferred maintenance projects
Capital Outlay	599,870	Relocatable pod at WHMS
Food Services	1,408,074	Closure-related food service worker pay
Total Expense Increases/Reduced Revenue	3,307,210	
Net Effect on Fund Balance	1,215,026	

Washington County Public Schools Summary of FY2020 Budget Adjustments by Quarter

	Increase/(Decrease)						
Category	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Full Year		
Revenue	\$170,492	\$41,000		(\$22,793)	\$188,699		
Administration	87,500	(116,955)		(43,436)	(\$72,891)		
Mid-Level Administration		(97,505)		36,182	(\$61,323)		
Instructional Salaries	64,113	560,195		(804,009)	(\$179,701)		
Instructional Textbooks and Supplies	128,729	(9,258)		(58,004)	\$61,467		
Other Instructional Costs	(195,350)	99,558		(314,076)	(\$409,868)		
Special Education				(1,096,591)	(\$1,096,591)		
Student Personnel Services		11,675		(7,875)	\$3,800		
Student Health Services		176,980		(1,064,951)	(\$887,971)		
Student Transportation Services		234,380		(717,156)	(\$482,776)		
Operation of Plant		105,640		272,365	\$378,005		
Maintenance of Plant	85,500	(105,640)		967,926	\$947,786		
Capital Outlay				599,870	\$599,870		
Food Service		60,000		1,408,074	\$1,468,074		
Fixed Charges		(878,070)		(416,138)	(1,294,208)		
Undesignated Fund Balance Change	\$0	\$0	\$0	\$1,215,026	\$1,215,026		

Note: An increase in the revenue budget has the same effect as a decrease in the expense budget. They are both positive. Therefore, when adding the column, one must reverse the sign on the requested change in revenue.

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Audit and Agreed-Upon Procedures – Fire Companies

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Sara Greaves, Chief Financial Officer

RECOMMENDATION: To provide a consensus on whether or not to move forward with one or more of the options provided below.

REPORT-IN-BRIEF: The Commissioners have expressed certain interest in procuring a financial statement audit, agreed upon procedures, or both for certain independent fire companies.

DISCUSSION: In FY2020, the Commissioners awarded the contract for Emergency Services Special Procedures and Auditing Services. There has been an interest in applying similar procedures to the remaining 18 volunteer fire companies.

Financial Statement Audit - Financial statement audits involve performing procedures to obtain evidence about the amounts and disclosures in the financial statements of an entity. These audits focus on accounting controls and substantive and analytical procedures that impact the general ledger or sub-ledger systems. The auditors will give an opinion as to whether or not the financial statements are reasonably free of material misstatement. Projected cost is \$8,000 per company

Agreed Upon Procedures (AUP) - Agreed-upon procedures are developed to address more specific interests that may not be included in a financial statement audit. This could include, but is not limited to, ERISA compliance, payroll processing, travel expenditures, related party transactions, etc. The extent of the procedures including time period; processes reviewed; scope of sampling; and extent of total procedures will determine the audit effort and cost. Projected cost \$5,000 per company. Funding could be derived from one of the following sources:

- Budgeted SAFER grant match (The 25% match that is currently budgeted is expected to be waived if the county is successful and moves forward with the grant)
- FY2020 surplus

FISCAL IMPACT: Financial Statement Audit - \$144,000; Agreed Upon Procedures - \$90,000; Both Options - \$234,000

CONCURRENCES: Director, Division of Emergency Services

ALTERNATIVES: N/A

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: None



Agenda Report Form

Open Session Item

SUBJECT: Express Approval – City of Hagerstown Annexation of Cole Road properties (A-2020-03)

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning

RECOMMENDED MOTION: Move to grant/deny express approval to the City of Hagerstown to allow development of three properties proposed to be annexed along Cole Road including ARCP Mt. Hagerstown MD LLC, Kohls Department Stores Inc., and Emam Investment Group LLC.

REPORT-IN-BRIEF: The basis for seeking Washington County Commissioners express approval of this annexation comes from the Local Government Article of Maryland's Annotated Code §4-416(b) which states:

"Without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation."

DISCUSSION: Zoning regulations adopted by each jurisdiction are compared to determine whether a substantial difference in land use exists between the current authorized uses under County zoning and proposed authorized uses under City Zoning.

In this case all three properties are currently zoned Business General (BG) under County regulations. The City is proposing to apply Commercial Regional (CR) zoning on the properties upon annexation.

Both the County and the City Zoning regulations for these respective districts permit a variety of similar land uses including business and professional office uses, retail sales and services, social and cultural uses, and public administration services. The lone difference between the two districts appears to the allowance of second floor residential uses in mixed use buildings in the City CR zone. The County BG zoning does not allow for any new residential uses. While this could be viewed as a significant difference because one district permits residential uses and one does not, when put into a larger context of the existing sites and the purpose statements of each of the zoning districts, the difference does not appear to be <u>significantly</u> different.

All three parcels are already improved, and none are seeking to change the existing use of their property. Furthermore, the likelihood that the existing development would be revised in order to obtain residential density seems low. It is Staff's recommendation that the express approval be granted for this annexation based on the existing conditions of the properties already being improved and the majority of uses between the two districts being similar.

FISCAL IMPACT: n/a CONCURRENCES: n/a

ATTACHMENTS: City Annexation Plan; Zoning Exhibit; Estimated Changes in Property Tax Revenues

AUDIO/VISUAL NEEDS: Zoning Exhibit

A2020-03 - Cole Road					Prior to Annexation			After Annexation				
Tax ID	Parcel	Description	Owner	Acreage	Assessed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
26065524	952	Bob's Discount Furniture	EMAM Investment Group	2.89	5,476,800	0.948	51,920.06	0.823	45,074.06	1.002	54,877.54	99,951.60
26042658	919	Kohls	Kohl's Department Stores INC	9.82	6,613,900	0.948	62,699.77	0.823	54,432.40	1.002	66,271.28	120,703.68
26023521	p/o 701	Shopping Center (Christmas Tree Shop, DSW, Ross, etc)*	ARCP MT Hagerstown MD LLC	21.6	21,717,075	0.948	205,877.87	0.823	178,731.53	1.002	217,605.09	396,336.62
* Annexation is only on 21.6 acres of the 27.2 total acreage Annex		Annexed Acreage:	34.31									

A2020-04 - Valley Mall Outlots						Prior to Annexation		After Annexation				
Tax ID	Parcel	Description	Owner	Acreage	Assesed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
26038014	875	Hagerstown Diner	Valley World Inc	1.12	1,490,600	0.948	14,130.89	0.823	12,267.64	1.002	14,935.81	27,203.45
26005884	595	Spring Hill Suites Hotel	Cole Road Holdings LLC	1.93	11,331,400	0.948	107,421.67	0.823	93,257.42	1.002	113,540.63	206,798.05
26042895	935	Courtyard by Marriott Hotel	Cole Road Holdings II LLC	1.84	7,750,100	0.948	73,470.95	0.823	63,783.32	1.002	77,656.00	141,439.33
			Annexed Acreage:	4.89	•	•	•	•		•	•	

A2020-05 - Thomas, Bennett and Hunter						Prior to Annexation		After Annexation				
Tax ID	Parcel	Description	Owner	Acreage	Assessed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
24000400	572	Thomas, Bennett and Hunter Concrete Facility	Thomas, Bennett & Hunter Inc	19.41	779,800	0.948	7,392.50	0.823	6,417.75	1.002	7,813.60	14,231.35

City of Hagerstown, Maryland *Annexation Case No. A-2020-03*

Property Owners: ARCP Mt Hagerstown MD LLC

Kohls Department Stores Inc. Emam Investment Group LLC

Applicant: City of Hagerstown

Location of Property: 17225-17239 Cole Road (Map 48, Parcel 701)

17145 Cole Road (Map 48, Parcel 919) 17111 Cole Road (Map 48, Parcel 952)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a reinitiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

- A. The area of annexation is approximately 34.31 acres.
- B. The proposed zoning is CR (Commercial Regional) which is a continuation of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers. The existing Washington County zoning classification for the Crosspoint Shopping Center is BG (Business General). The property is designated as Commercial General on the City's Future Land Use Map.

The CR zoning classification proposed for this site is similar in scope and permits similar uses as the County's current zoning of BG.

- C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035.
- D. It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area are non-residential in nature will have no additional impact to the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

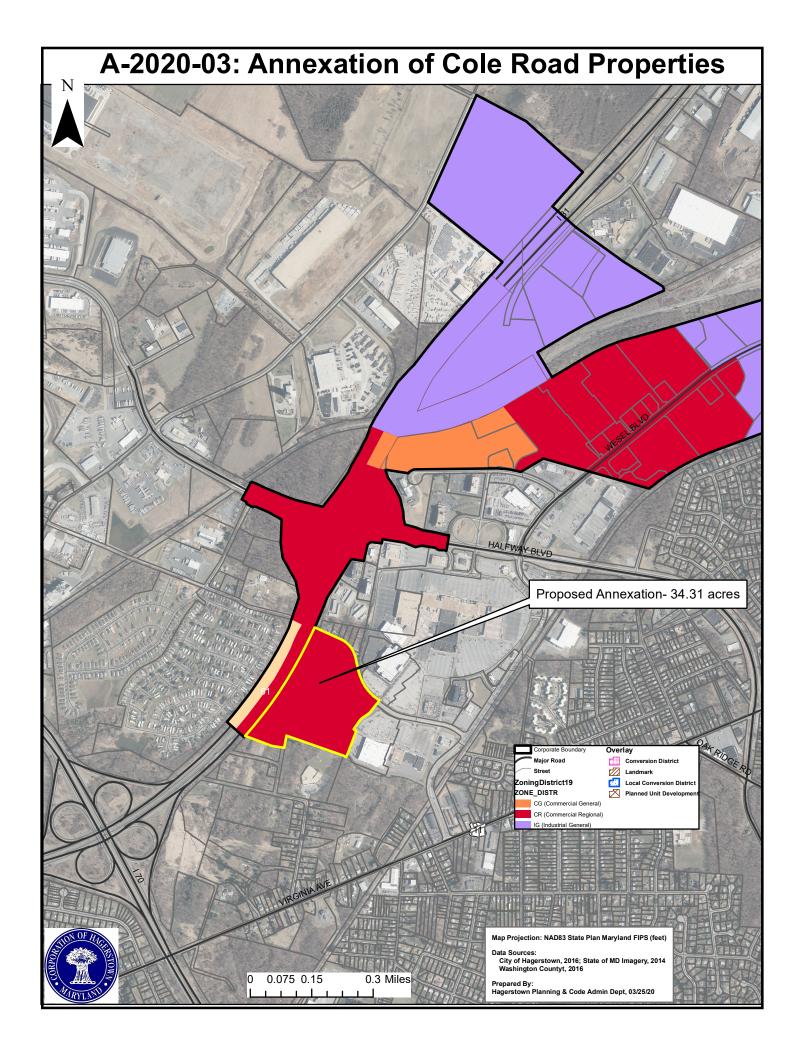
- A. The area of annexation is currently served the County Department of Water Quality. The property will continue to be served by County Wastewater. Sufficient capacity exists to serve the property.
- B. The area of annexation is currently served by City Water. The property will continue to be served by City Water. Sufficient capacity exists to serve the property. Water rates will be reduced to reflect the change in property status to "inside city."
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Potomac Edison.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, this area is solely illuminated by parking lot lights and no street lights exist in the area proposed to be annexed.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation fronts approximately 600 feet of a public road, specifically Cole Road. Another approximately 600 feet of Cole Road would remain outside the area proposed for annexation. No change to current ownership or service is proposed. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the

City's *Public Ways Construction Standards* by the developer.

- F. Parks and recreation facility expansion are not proposed for this annexation.
- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.
- H. Maintenance (i.e. snow removal, mowing of right-of-ways, litter removal) of Cole Road is performed by Washington County. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.
- I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.





Agenda Report Form

Open Session Item

SUBJECT: Express Approval – City of Hagerstown Annexation of Valley Mall outparcels (A-2020-04)

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Jill Baker, Director, Department of Planning and Zoning

RECOMMENDED MOTION: Move to grant/deny express approval to the City of Hagerstown to allow development of three properties proposed to be annexed along Valley Mall Road including Cole Road Holdings LLC and Valley World Inc.

REPORT-IN-BRIEF: The basis for seeking Washington County Commissioners express approval of this annexation comes from the Local Government Article of Maryland's Annotated Code §4-416(b) which states:

"Without the express approval of the county commissioners or county council of the county in which the municipality is located, for 5 years after an annexation by a municipality, the municipality may not allow development of the annexed land for land uses substantially different than the authorized use, or at a substantially higher density, not exceeding 50%, than could be granted for the proposed development, in accordance with the zoning classification of the county applicable at the time of the annexation."

DISCUSSION: Zoning regulations adopted by each jurisdiction are compared to determine whether a substantial difference in land use exists between the current authorized uses under County zoning and proposed authorized uses under City Zoning. In this case all three properties are currently zoned Planned Business (PB) under County regulations. The City is proposing to apply Commercial Regional (CR) zoning on the properties upon annexation.

Both the County and the City Zoning regulations for these respective districts permit a variety of similar land uses including business and professional office uses, retail sales and services, social and cultural uses, and public administration services. The lone difference between the two districts appears to the allowance of second floor residential uses in mixed use buildings in the City CR zone. The County PB zoning derives its list of permitted uses from the Business Local (BL) and Business General (BG) districts. Neither of these districts allow for any new residential uses. While this could be viewed as a significant difference because one district permits residential uses and one does not, when put into a larger context of the existing sites and the purpose statements of each of the zoning districts, the difference does not appear to be significantly different.

All three parcels are already improved, and none are seeking to change the existing use of their property. Furthermore, the likelihood that the existing development would be revised in order to obtain residential density seems low. It is Staff's recommendation that the express approval be granted for this annexation based on the existing conditions of the properties already being improved and the majority of uses between the two districts being similar.

FISCAL IMPACT: n/a CONCURRENCES: n/a

ATTACHMENTS: City Annexation Plan; Zoning Exhibit; Estimated Changes in Property Tax Revenues

AUDIO/VISUAL NEEDS: Zoning Exhibit

A2020-03 - Cole Road					Prior to Annexation After Annexation			ation				
Tax ID	Parcel	Description	Owner	Acreage	Assessed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
26065524	952	Bob's Discount Furniture	EMAM Investment Group	2.89	5,476,800	0.948	51,920.06	0.823	45,074.06	1.002	54,877.54	99,951.60
26042658	919	Kohls	Kohl's Department Stores INC	9.82	6,613,900	0.948	62,699.77	0.823	54,432.40	1.002	66,271.28	120,703.68
26023521	p/o 701	Shopping Center (Christmas Tree Shop, DSW, Ross, etc)*	ARCP MT Hagerstown MD LLC	21.6	21,717,075	0.948	205,877.87	0.823	178,731.53	1.002	217,605.09	396,336.62
* Annexation	n is only on	21.6 acres of the 27.2 total acreage	Annexed Acreage:	34.31								

A2020-04 - V	A2020-04 - Valley Mall Outlots						Prior to Annexation		After Annexation			
Tax ID	Parcel	Description	Owner	Acreage	Assesed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
26038014	875	Hagerstown Diner	Valley World Inc	1.12	1,490,600	0.948	14,130.89	0.823	12,267.64	1.002	14,935.81	27,203.45
26005884	595	Spring Hill Suites Hotel	Cole Road Holdings LLC	1.93	11,331,400	0.948	107,421.67	0.823	93,257.42	1.002	113,540.63	206,798.05
26042895	935	Courtyard by Marriott Hotel	Cole Road Holdings II LLC	1.84	7,750,100	0.948	73,470.95	0.823	63,783.32	1.002	77,656.00	141,439.33
			Annexed Acreage:	4.89	•	•	•			•		•

A2020-05 - T	A2020-05 - Thomas, Bennett and Hunter					Prior to Ar	nnexation	After Annexation				
Tax ID	Parcel	Description	Owner	Acreage	Assessed Value	County Rate	Tax	County Rate	Tax	City Rate	Tax	Total Taxes
24000400	572	Thomas, Bennett and Hunter Concrete Facility	Thomas, Bennett & Hunter Inc	19.41	779,800	0.948	7,392.50	0.823	6,417.75	1.002	7,813.60	14,231.35

City of Hagerstown, Maryland Annexation Case No. A-2020-04

Property Owners: Cole Road Holdings LLC

Valley World Inc.

Applicant: City of Hagerstown

Location of Property: 17270 Valley Mall Road (Map 48, Parcel 935)

17280 Valley Mall Road (Map 48, Parcel 595) 17276 Valley Mall Road (Map 48, Parcel 875)

Annexation Plan

Pursuant to the Annotated Code of Maryland, Local Government Article, Section 4-415, herewith is a proposed outline for extension of services and public facilities into the areas proposed to be annexed.

It is also noted that any future amendments to the Annexation Plan may not be construed in any way as an amendment to the resolution, nor may they serve in any manner to cause a reinitiation of the annexation procedure then in process.

I. Land Use Patterns of Areas Proposed to be Annexed -

- A. The area of annexation is approximately 4.88 acres.
- B. The proposed zoning is CR (Commercial Regional) which is a continuation of the types of zoning classifications on the adjacent properties. The purpose of the CR District is to provide locations for major retail shopping centers. The existing Washington County zoning classification for the Valley Mall properties is PB (Planned Business). The property is designated as Commercial General on the City's Future Land Use Map.

The CR zoning classification proposed for this site is similar in scope and permits similar uses as the County's current zoning of PB.

- C. It is within the City's Medium Range Growth Area, an area intended for new or expanded water and wastewater service based on development potential, as defined in the City's 2018 comprehensive plan, visionHagerstown 2035.
- D. It is within the County's Urban Growth Boundary (UGA) and the State's designated Priority Funding Area.

II. Availability of Land Needed for Public Facilities -

- A. The uses of the annexation area are non-residential in nature and will have no additional impact on Washington County Board of Education facilities with respect to school capacity.
- B. The uses of the annexation area are non-residential in nature will have no additional impact to the Washington County Free Library as a result of the annexation.

III. Schedule and Method of Financing the Extension of Each Municipal Service Currently Performed Within the City of Hagerstown into the Area Proposed to be Annexed.

- A. The area of annexation is currently served by the County Department of Water Quality Wastewater Service. The property will continue to be served by County Wastewater. Sufficient capacity exists to serve the property.
- B. The area of annexation is currently served by City Water and will continue to be served by City Water. Sufficient capacity exists to serve the property. Water rates will be reduced to reflect the change in property status to "inside city."
- C. The Electric Distribution System is external to the Hagerstown Light Division operating territory. Electrical service would be provided by Potomac Edison.

The City of Hagerstown Light Division normally supplies street light services to local public streets and supplies the manpower and equipment to serve a new area once the developer builds the infrastructure. However, this area is solely illuminated by parking lot lights and no street lights exist in the area proposed to be annexed.

- D. No significant impact on emergency medical service delivery is expected.
- E. The area proposed for annexation does not front any public roads. The area does front Interstate 81. No change to current ownership or service is proposed. Any public roads constructed in the future within the area of annexation will be completed at the direction of the City Engineer at the developer's expense and constructed per the City's <u>Public Ways Construction Standards</u> by the developer.
- F. Parks and recreation facility expansion are not proposed for this annexation.

- G. Police protection will be provided by the Hagerstown Police Department. Fire protection will be provided by the Hagerstown Fire Department.
- H. Maintenance (i.e. snow removal, mowing of right-of-ways, litter removal) of the adjoining private roads serving the area to be annexed is performed by adjoining property owners. Any public roads constructed in the future within the area of annexation will be maintained by the City Public Works Department.
- I. All future persons within the area proposed to be annexed shall obtain or be entitled to existing benefits of the City of Hagerstown. They shall also be required to pay for all applicable utility services, charges, assessments, taxes, and other costs and expenses which are required of the residents of the City of Hagerstown, unless alternative arrangements are provided for the Annexation Resolution.

A-2020-04: Annexation of Valley Mall Road Properties Proposed Annexation- 4.88 acres Landmark Local Conversion Distric Street oningDistrict19 ONE_DISTR CG (Commercial General) CR (Commercial Regional) Map Projection: NAD83 State Plan Maryland FIPS (feet) City of Hagerstown, 2016; State of MD Imagery, 2014 Washington Countyt, 2016 0.075 0.15 0.3 Miles Prepared By: Hagerstown Planning & Code Admin Dept, 03/25/20

Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Sewer Easement Abandonment

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Todd Moser, Real Property Administrator, Division of Engineering, Mark Bradshaw, Deputy Director, Division of Environmental Management - Water Quality

RECOMMENDED MOTION: Move to approve the abandonment of sewer easement located off of Wright Road in Williamsport.

REPORT-IN-BRIEF: Taylor Farm LLC has requested the County abandon a sewer easement on their property prior to future development of the property.

DISCUSSION: The sewer line was constructed in the 1960's to transport sewage from the Halfway area to the Nicodemus Wastewater Treatment Plant. In the late 1980's the County constructed the Conococheague Wastewater Treatment Plant and the sewage going to the Nicodemus Wastewater Treatment Plant was redirected to the Conococheague Wastewater Treatment Plant. This was done by constructing a flow diversion chamber just north of the Taylor Farm LLC property. The section of line being proposed to abandon has not been active since flow was diverted to the Conococheague Wastewater Treatment Plant in the late 1980's. The existing sewer line is no benefit to the County.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Aerial Map

AUDIO/VISUAL NEEDS: N/A

Taylor Farms Project: Easement To Be Abandoned Proposed Building Legend 81 - Proposed Wright Road Realignment - Easement to be Abandoned Parcel Boundaries



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Martz-Lemaster-Salamone Rural Legacy Program (RLP) Easement (REVISED)

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Chris Boggs, Land Preservation Planner, Dept. of Planning & Zoning

RECOMMENDED MOTION: Move to approve the REVISED Sherry D. Martz, Scott G. Salamone and the Estate of Sonja D Lemaster, Deceased RLP Easement project, in the amount of \$255,051.00 for 86.017 easement acres, paid for 100% by the Maryland Department of Natural Resources, and to adopt a REVISED ordinance approving the easement purchase and to authorize the execution of the necessary documentation to finalize the easement purchase.

REPORT-IN-BRIEF: The Board of County Commissioners approved the Martz-Lemaster-Salamone RLP project in Open Session on April 28, 2020. The project needs revised for two reasons: One, because the metes and bounds description of the property was inadequate, a new boundary line survey was required on the property. The updated acreage for the parcel, pursuant the survey, is now 86.017 acres; and two, Sonja D. Lemaster passed away, so her part of the ownership of the parcel now belongs to "The Estate of Sonja D. Lemaster, Deceased." All documents must be updated to reflect these changes.

DISCUSSION: After some discussion with the County Attorney's Office, it was determined that the project would need to be presented again, due to the way the survey affect both acreage and easement value and due to the change of ownership.

FISCAL IMPACT: Because the boundary survey showed a slightly lower acreage for the parcel, the easement value was slightly decreased as well. The per-acre value was unaffected.

CONCURRENCES: Both the State RLP Board and the State Department of Natural Resources (DNR) staff have approved and support our program. A final money allocation will be approved by the State Board of Public Works.

ALTERNATIVES: If Washington County rejects State funds for RLP, the funds will be allocated to other counties in Maryland.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Requests by organizations to be added to the list of nonprofit organizations to which the Board of County Commissioners may contribute funds, pursuant to § 1-108 of the Code of the Public Local Laws of Washington County, Maryland (the "1-108 List").

PRESENTATION DATE: Tuesday, September 22, 2020

PRESENTATION BY: Kirk C. Downey, County Attorney

RECOMMENDED MOTION: Move to approve the Resolution as presented.

REPORT-IN-BRIEF: The following organizations have submitted letters of request to be added to the 1-108 List:

TruNorth Main Street Hancock, Inc.

DISCUSSION: A public hearing was held on this matter as required by the Code of Public Local Laws. The time for public comment has expired and the Board may take action on the requests for inclusion on the 1-108 list. The approval by the Board of a nonprofit organization's request to be added to the list does not assure that the organization will receive funding from the Board; that decision is made separately as a part of the Community Organization Funding process and ultimately the County's budgetary process.

FISCAL IMPACT: N/A

CONCURRENCES: N/A

ALTERNATIVES: N/A

ATTACHMENTS: Resolution.

AUDIO/VISUAL NEEDS: None.

RESOLUTION NO. RS-2020-___

(Nonprofit Organizations Listed Under Section 1-108 of the Code of the Public Local Laws of Washington County, Maryland)

RECITALS

Pursuant to Section 1-108(a), Code of the Public Local Laws of Washington County, Maryland ("Public Local Laws"), the Board of County Commissioners may contribute annually to the care, operation, maintenance, or capital expense of certain nonprofit organizations in Washington County if the amount is included in the regular annual budget of Washington County for that fiscal year.

Pursuant to Section 1-108(c) of the Public Local Laws, the County Commissioners may add to the list of such organizations (the "List") upon application by a qualifying organization and after a public hearing on the request has been held.

On due notice, a public hearing was held on August 25, 2020.

The Board of County Commissioners has found that the organizations listed below qualify to be added to the List:

TruNorth

Main Street Hancock, Inc.

Inclusion on the List does not guarantee that the qualifying organizations will be funded by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND, that the following organizations are added to the List pursuant to Section 1-108 of the Public Local Laws:

- (1) TrueNorth
- (2) Main Street Hancock, Inc.

Adopted and effective this ____ day of September, 2020.

ATTEST: BOARD OF COUNTY COMMISSIONERS

OF WASHINGTON COUNTY, MARYLAND

	BY:	
Krista L. Hart, Clerk	Jeffrey A. Cline, President	
Approved as to form and		
legal sufficiency:		
Kirk C. Downey		
3		
County Attorney		

Mail to: Office of the County Attorney 100 W. Washington Street, Suite 1101 Hagerstown, MD 21740



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Budget Adjustment for Runway 9/27

PRESENTATION DATE: Sept 22, 2020

PRESENTATION BY: Garrison Plessinger, Airport Director and Kelcee Mace, Deputy Director of

Budget and Finance

RECOMMENDATION: To approve the budget adjustment for project RUN018.

REPORT-IN-BRIEF: To correct funding for RUN018 and add back the amounts awarded under Grant 59. The local portion will be provided from funds that were placed into reserves as a result of the previously presented Grant 63 adjustment.

DISCUSSION: A clerical error was made, leaving the design grant (Grant 59) out of the total project cost after grant 63 was awarded. Design costs (Grant 59) are in the amount of \$572,901.23, and construction cost are in the amount of \$6,304,500 (grant 63). Total project costs are \$6,887,401.23

FISCAL IMPACT: The local match for Grant 59 of \$28,530 will be provided for by savings derived from the construction portion, Grant 63, being funded at 100%, rather than the anticipated 95%.

CONCURRENCES: NA

ALTERNATIVES: NA

ATTACHMENTS: Budget Adjustment Form

AUDIO/VISUAL NEEDS: NA

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County Commissioners

Washington County, Maryland Budget Adjustment Form

Buaget	Aajustm	ent Form						
Budget Ame	endment - Inc	reases or decreas	e the total spendir	ng authority of an ac	ccounting fund or	department	Transaction/Post -Finance	
							Deputy Director - Finance	Kelcee Mace Digitally signed by Kelcee Mace Date: 2020.09.02 09:49:30 -04'0
Budget Trans	sfer - Moves	revenues or expe	nditures from one	account to another	or between budg	ets or funds.	Preparer, if applicable	
Department Head	Authorizatio	n	Garrison F	Plessinger \(\sigma_0^0 \)	Digitally signed by Garr Date: 2020.09.02 09:52:	ison Plessinger 57 -04'00'	Required approval with date	
Division Director /	Elected Offic	ial Authorization					If applicable with date	
Budget & Finance I	Director App	roval					Required approval with date	
County Administra	ator Approva	I					Required approval with date	
County Commission	oners Approv	al					Required > \$ 25,000 with dat	e
Expenditure / Account Number	Fund Number	Department Number	Project Number	Grant Number	Activity Code	Departi	ment and Account Description	Increase (Decrease) +/-
498400	35	45010	RUN018		FEDR		Capital Grant - Federal	513,540
498410	35	45010	RUN018		STAT		Capital Grant - State	28,530
498710	35	45010	RUN018		0000	C	apital Transfer - General	28,530
599999	35	45010	RUN018		CNST	Ru	nway 9/27 Rehabilitation	570,600
Explain Budget Adjustmen		ect funding RUNC of the Grant 63 adj		he amounts awarde	ed under Grant 59	. Local portion	will be taken from funds that we	re placed into reserves as a
Required Action by	у (No Approva	ıl Required	•	Approval Requi	ired	Approval Date if	

Known



Agenda Report Form

Open Session Item

SUBJECT: Intergovernmental Cooperative Purchase (INTG-20-0049) – Automated Speed Enforcement (ASE) System

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Rick Curry, CPPO, Director of Purchasing Department and Sheriff Doug

Mullendore

RECOMMENDED MOTION: Move to authorize by Resolution, the approval for the Washington County Sheriff's Office to enter into a contract to lease Automated Speed Enforcement System, at a cost of \$2,800.00 per month (per unit), for up to twenty-six (26) speed enforcement system cameras from Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc. of Hanover, MD and to utilize another jurisdiction's contract (RFP No. Purch 2019-076) that was awarded by Calvert County Department of Finance & Budget Purchasing Office and contingent upon approval of the final Lease Agreements by the County Attorney's Office.

REPORT-IN-BRIEF: The Board initially awarded an Automated Speed Enforcement System contract to Brekford Traffic Safety, Inc. on September 25, 2017. The prior contract award to Brekford Traffic Safety, Inc. was in the amount of \$3,100 per month (per unit). The County is one of many jurisdictions to use automated speed enforcement to reduce traffic crashes, pedestrian accidents and save lives. The Contractor will furnish cameras on as needed basis. The County's intention is to contract with a qualified contractor to lease an Automated Speed Enforcement System (cameras) that are installed in various locations in the County. During the period of the contract, the contractor shall provide all service(s) and material(s) described in the contract (invoicing for violations, telephone customer service, monthly, quarterly and annual reports). The contract is for one (1) year commencing after approval and execution of the contract documents, with an option for four (4) one (1) year periods.

The Code of Public Laws of Washington County, Maryland (the Public Local Laws) §1-106.3 provides that the Board of County Commissioners may procure goods and services through a contract entered into by another governmental entity, in accordance with the terms of the contract, regardless of whether the County was a party to the original contract. The government of Calvert County Department of Finance & Budget Purchasing Office took the lead in soliciting the resulting agreement. If the Board of County Commissioners determines that participation by Washington County would result in cost benefits or administrative efficiencies, it could approve the purchase of this service in accordance with the Public Local Laws referenced above by resolving that participation would result in cost benefits or in administrative efficiencies.

The County will benefit with direct cost savings in the leasing of the units because of the economies of scale this group leveraged. I am confident that any bid received as a result of an independent County solicitation would exceed the spend savings that Calvert County Department of Finance & Budget Purchasing Office provides through this agreement. Additionally, the County will realize savings through administrative efficiencies as a result of not preparing, soliciting and evaluating a bid. This savings/cost avoidance would, I believe, be significant.

DISCUSSION: N/A

FISCAL IMPACT: Potential for revenue proceeds.

CONCURRENCES: N/A

ATTACHMENTS: Rekor Recognition Systems, Inc dba Brekford's Speed Enforcement System

Program Proposal

WASHINGTON COUNTY, MARYLAND CONTRACT FOR COLLECTION SERVICES AS TO DELINQENT ACCOUNTS

This Contract fo	r Collection Services as to Delinquent Accounts ("Contract") between the
Board of County Comr	nissioners of Washington County, Maryland (the "County"), and Rekor
Recognition System, In	c. ("Rekor" or the "Contractor"), is made effective as of this
day of	, 2020 (the "Effective Date").

WHEREAS, the County desires for the Contractor to provide collection services as to delinquent accounts under an agreement as to an automated speed enforcement system (the "ASE Agreement") which is being entered into contemporaneously with this Contract; and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is, on the date indicated above, agreed by the parties hereto as follows:

I. COLLECTION SERVICES

A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the County. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with the ASE Agreement. Unless otherwise directed by the County in writing, Contractor agrees to cease any communication with a debtor if the County notifies Contractor of a dispute.

II. <u>COMPENSATION AND ACCOUNTING</u>

A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, and money orders which are received from debtors in payment of their delinquent accounts.

- B. The Contractor shall submit monthly invoices in a form and format to be approved by the County. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments and must be submitted to Sheriff Doug Mullendore, Washington County Sheriff's Office, 500 Western Maryland Parkway, Hagerstown, MD 21740.
- C. For payments received by either party as to any delinquent accounts, the Contractor shall be compensated at twenty-eight percent (28%) of all payments.

III. CONTRACT TERM

- A. This Contract shall have an initial term of one (1) year beginning at 12:00 a.m. on the Effective Date and terminating at 11:59 p.m. on the ______day of _______, 2020. At the sole option of the County, the initial term of this Agreement may be extended for four (4) additional one (1) year periods under the same terms and conditions set forth herein. This Contract will automatically renew unless the County provides notice of nonrenewal to the Contractor at least ninety (90) calendar days prior to the termination date of the initial term of this Contract or any subsequent term.
- B. County agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor during the term of this Contract.

IV. PROCEDURE AND REFUNDS

- A. The County agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the County, Contractor or any other entities collecting on behalf of the County or Contractor. However, payments received after expiration of this Contract shall be reimbursed in full to the County.
- B. The County and Contractor agree to report all payments received in accordance with this Contract to the other party within three (3) business days of receipt of payment.

C. If the County notifies Contractor that it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the County in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

A. Contractor represents and warrants that it is authorized to perform its obligations under this Contract in any jurisdiction in which it will be performing debt collection services. In performing its obligations under this Contract, Contractor shall comply with all federal, state and local laws relating to debt collection, including but not limited to the Fair Debt Collection Practices Act (collectively "Debt Collection Laws"), and shall indemnify and hold harmless the County as to any of Contractor's violations of the Debt Collection Laws. Contractor shall save and keep harmless and indemnify County, its agents, servants, employees, officers or representatives from any and all claims of whatsoever nature or kind arising directly or indirectly from Contractor's violation of the Debt Collection Laws, and Contractor shall save and hold harmless and indemnify County from any suits, demands, claims or fines of whatsoever nature or kind arising directly or indirectly from violation of the Debt Collection Laws. The indemnifications set forth in the previous sentence shall include, but not be limited to, payment of any reasonable attorney's fees incurred by the County as a result of any of Contractor's violation of the Debt Collection Laws and shall survive the termination of this Contract.

VI. ASSIGNMENT

A. This Contract may not be assigned by Contractor to any third party without the express written permission of the County.

IN WITNESS WHEREOF, on the date herein above set forth, the parties hereto have executed this Contract in two duplicate originals, any one of these shall be adequate proof of this Contract without locating or accounting for the other.

WITNESS:		REKOR RECOGNITION SYSTEMS, INC.
	BY:	Robert Berman, President
		7172 Columbia Gateway Dr, Suite 400 Columbia, MD 21046
		Federal I.D. Number: 20-4086662 E-mail: rhillman@rekor.ai Telephone: 410-762-0800
ATTEST:		BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
W. 1. C. I	BY:	T. I. D. I. D. '1.
Vicki C. Lumm, Clerk		Terry L. Baker, President 100 West Washington Street, Suite 1101 Hagerstown, MD 21740
Approved as to form and legal sufficiency:		Reviewed and approved:
Kendall A. McPeak Assistant County Attorney	-	Doug Mullendore, Sheriff Washington County Sheriff's Office 500 Western Maryland Parkway Hagerstown, MD 21740 E-mail: dmullendore@washco-md.net Telephone: 240-313-2101

Schedule A

- 1. Load debt to collections system.
- 2. Send collection notification letters.
- 3. Skip trace for new addresses or phone numbers, as needed.
- 4. Send collection letters, as needed.
- 5. Make outbound calls, as needed.
- 6. Receive and report all payments.
- 7. Receive and record disputes by mail or otherwise and forward to the County.
- 8. Report debts and payments to credit bureaus, as needed (credit reporting threshold will be pre-approved by County).



Timothy Hayden, Director Roberta L. Baker, Procurement Officer

CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 www.calvertcountymd.gov Board of Commissioners
Earl F. Hance
Mike Hart
Thomas E. Hutchins
Kelly D. McConkey
Steven R. Weems

August 26, 2019

Mr. Rodney Hillman
President & COO
Rekor Recognition Systems, Inc.
dba Brekford Traffic Safety, Inc.
7020 Dorsey Road
Building C
Hanover, Maryland 21076

Re:

Contract 2019-076

Automated Speed Enforcement System

NOTICE TO PROCEED

Dear Mr. Hillman:

We are pleased to present you with your notice to proceed for the referenced contract to become effective September 1, 2019. Attached is your copy of the fully executed contract.

Deputy Sheriff Captain, Dave P. Payne, Sheriff's Office, will be Calvert County Government's Project Manager for this contract. He can be reached by phone at 410-535-1600, extension 2593 or by email at David.Payne@calvertcountymd.gov.

Thank you for providing Calvert County Government with your services. We look forward to a successful contractual relationship. If you have any questions, please call me on extension 2322

1 1/2

Charlotte M. DeStephano Procurement Specialist II

/cmd

Attachments

cc: David Payne Robin Lynch

REQUEST FOR PROPOSAL

FOR CALVERT COUNTY PRINCE FREDERICK, MARYLAND 20678



RFP 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM

PROCUREMENT OFFICE
COUNTY SERVICES PLAZA
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE/TIME:

Thursday, March 21, 2019 by 2:30 p.m. (Local Prevailing Time)

PRE-PROPOSAL MEETING: None

WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE WEDNESDAY, MARCH 13, 2019, BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT CHARLOTTE.DESTEPHANO@CALVERTCOUNTYMD.GOV.

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NOTICE TO CONTRACTORS

Sealed proposals shall be due on or before Thursday, March 21, 2019 by 2:30 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

RFP 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM

A pre-proposal meeting shall not be held.

Responses to this Request for Proposal (hereinafter, "RFP") shall be submitted in *two (2)* **SEALED ENVELOPES:** one envelope shall contain one (1) original and three (3) copies of the Contractor's technical (Qualifications and Experience [Q&E]) proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and three (3) copies of the Contractor's price proposal marked PRICE PROPOSAL. The technical proposal shall be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Contractor to their proposal, with required affidavit(s) attached. The yellow labels provided with this RFP shall be affixed to the front of each envelope and marked according to the above. Each label shall be fully filled out and clearly marked as to which envelope contains the technical proposal and which one contains price information. The Board of County Commissioners of Calvert County, Maryland, noted hereinafter as Calvert County Government (or the officially authorized official), reserve the right to reject proposals improperly labeled. The envelopes shall also show the Contractor's company name and address. (ANY TECHNICAL PROPOSAL WITH PRICE INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) may be shipped UPS, FedEx, or hand delivered. Proposals shall be submitted so they will be received in the office designated below no later than the exact time set for receipt of proposals:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
150 MAIN STREET, SUITE 107
PRINCE FREDERICK, MARYLAND 20678

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery. Where proposals are sent by mail to Calvert County Government's Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted. NOTE: The United States Postal Service does not deliver to the above address.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so bids cannot be received at the Calvert County Government Procurement

Office by the exact time specified in the RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of proposals shall be deemed to be extended to the same time of day specified in the RFP on the first work day on which normal governmental processes resume.

All proposals received before the time set for receipt of proposals shall be kept secure. The proposals shall not be opened or viewed, and shall remain in a locked box or a safe. If a RFP is cancelled, proposals shall be returned to the Contractors. Necessary precautions shall be taken to ensure the security of the bid box or safe. Before technical proposal opening, information concerning the identity and number of proposals received shall only be made available to employees of Calvert County Government Procurement Office. Such disclosure shall be only on a "need to know" basis. If proposal samples are submitted, they shall be handled with sufficient care to prevent disclosure of characteristics before proposal opening.

Proposals made on any form(s) other than the required form(s) included in this RFP shall not be considered. Changes in the phraseology of the proposal, additional or limiting provisions shall render the proposal invalid and shall cause its rejection.

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by gong to eMaryland Marketplace at https://emaryland.buyspeed.com/bso/ prior to submitting their bid.

Changes to the RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

Unless otherwise specified, all proposals shall be binding for 120 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

Calvert County Government is tax exempt and all prices quoted shall be exclusive of any Federal or Maryland State Taxes. This includes Federal Excise Tax and any other Excise Tax applicable to any other equipment or accessories. However, taxes are required to be paid by the Contractor on all materials and equipment to be incorporated into the project. The Contractor shall be prohibited from using Calvert County Government's tax exempt number for any purchases.

Contractors are warned against unbalancing their proposals as this shall render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require. If the Contractor to whom an award is made shall fail to execute the Contract hereto attached, and as herein provided, the award may be annulled and the Contract awarded to the next most responsible Contractor, and such Contractor shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or Calvert County Government may reject all proposals as its interests may require.

Contractors shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov or Fax 410-414-3672. Unauthorized contact with other Calvert County Government staff regarding this RFP may result in the disqualification of the Contractor. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. Written questions shall be due on or before Wednesday, March 13, 2019 by 2:30 p.m. (Local Prevailing Time). It shall be the responsibility of all Contractors to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of proposals. The submission of a proposal shall indicate the Contractor thoroughly understands the terms of all Contract Documents.

The submission of a proposal on this work and service shall be considered as a representation that the Contractor has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the proposal, the entire area to be serviced as described in the specifications and other Contract Documents, and that the Contractor is fully informed concerning the conditions to be encountered, character, quality and quantity of work to be performed, and equipment and materials to be furnished; also, that the Contractor is familiar with all Federal, State and County laws, all codes and ordinances of Calvert County Government which affect the prosecution of the work and persons engaged or employed in the work or the materials and equipment used in the work.

Contractor shall execute the following, including required form(s), and include them as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- Price Proposal
 Contractor shall include with the price proposal page a detailed breakdown of the bid price to include number of hours, unit prices, and totals.
- Technical (Q&E) Proposal Submittal which includes these required forms or documents:

- Contractor's Technical Proposal.
- Non-Collusion Certificate
- Anti-Bribery Affirmation Affidavit of Qualification to Respond
- Addenda Issued
- Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website.

ADDENDUM NO. 1 - REVISED MARCH 14, 2019

RFP 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM

PRICE PROPOSAL

To the Board of County Commissioners of Calvert County: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide an AUTOMATED SPEED ENFORCEMENT SYSTEM as specified to the Board of County Commissioners of Calvert County, Maryland in accordance with attached specifications and other documents herein and at the following price(s):

ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL
1	Automated System Lease Fee	per Month/ per Unit	\$ 2,800	12	\$ 33,600

	ADDITIONAL FEES CHARGED TO THE CITIZEN, IF ANY, ASSOCIATED WITH PROCESSING CITATIONS						
ITEM #	DESCRIPTION (Provide complete description.)	UNIT OF MEASURE	UNIT PRICE				
1	Credit Card Convenience Fee Per Citation - Web Payments and Pay-by-Phone Only	1	\$ 4.00				
2			\$				
3			\$				
4			\$				

Verify the calculation of your math. In the event of errors in computation, unit price(s) shall be the determining factor for the total(s).

6	ReKor Recognition Syst	ens, Inc.	RMA 6/10/19
CONTRACTOR'S LEGAL BUSINESS NAME	رلم Brekford Traffic Safet	v, Inc.	
6	611/4		20/2019
AUTHORIZED SIGNATURE:		DATE: _3/	20/2019

It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) business days after such notice.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form. By signing each proposal page, the Contractor does hereby attest they have fully read the RFP and understands it.

The time for performance of this Contract shall begin from the date of the Notice to Proceed or otherwise noted.

By signing and submitting a bid, the Contractor acknowledges and agrees they have read and understand the RFP documents and agrees to the Contract Terms and Conditions as contained herein.

ReKor Recognition Systems, Inc. 6/10/19

CONTRACTOR'S LEGAL BUSINESS MAME: Brekford Traffic Safety, Inc.

AUTHORIZED SIGNATURE: ___

____DATE: 3/20/2019

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted. A trade name (i.e., a shortened or different name under which the firm does business) shall not be used when the legal name is different. Corporations shall have names complying with State law. The Contractor's signature shall conform to the following:

All signatures shall be made by an authorized officer, partner, manager, member, or employee. The signing of an offer or a contract is a representation and certification by the person signing that the person signing is authorized to do so on behalf of the Offeror or Contractor.

CONTRACTOR'S LEGAL BUSINESS NAME Rekor Recognition Brekford Trafffic Safety, Inc. System, The.	TELEPHONE NUMBER 410-762-0800
PRINCIPAL OFFICE ADDRESS	FAX NUMBER
7020 Dorsey Road, Bldg C. Hanover, MD 21076	410-921-7818
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS
	RHILLMAN@BREKFORD.COM
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE O	DR PRINT)
Rodney Hillman, President & COO	
SIGNATURE OF ABOVE PERSON	DATE
RAJ HA	3/20/2019
WITNESS AC BL.	DATE
1 V tu	3/20/2019

GENERAL TERMS AND CONDITIONS

DEFINITIONS. Wherever the words defined in this section or pronouns used in their stead, occur in the specifications, proposal, contract or bond, they shall have the meanings herein given and as defined:

BIDDER/OFFEROR/CONTRACTOR shall mean a firm that responds to this ITB with a bid.

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY, MARYLAND shall mean the governing board of elected officials of Calvert County, Maryland noted hereinafter as Calvert County Government (or the officially authorized official).

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

CONTRACT DOCUMENTS shall mean those written documents that define the roles, and responsibilities, and work under the Contract, and are legally binding on the parties (Calvert County Government and the Contractor). The individual documents constituting the Contract Documents are as outlined herein under Contract Interpretation by the Project Manager.

CONTRACTING OFFICER shall mean the Procurement Officer or their designated representative entrusted by Calvert County Government with the authority to enter into, administer, renew, or terminate the Contract, along with related determinations and findings.

DIRECTOR shall mean the Director, Calvert County Government's Sheriff's Office, and shall mean the principal or their duly authorized representatives; said agents acting severally within the scope of the particular duties entrusted to them.

PROJECT MANAGER shall mean that person whom the Director has designated to supervise performance of this Contract on behalf of the Board within the scope of duties entrusted under such delegation of authority.

Whenever the Contact Documents or upon any drawings the words DIRECTED, REQUIRED, PERMITTED, ORDERED, DESIGNATED, PRESCRIBED, or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Project Manager is intended, and similarly the words APPROVED, ACCEPTABLE, SATISFACTORY, or, words of like import, shall mean approved by, acceptable or satisfactory to, the Project Manager, unless otherwise expressly stated.

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents

shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

Work done by the Contractor after its discovery of such inconsistencies or ambiguities without such notice and prior to response from the Project Manager shall be done at the Contractor's risk.

In resolving conflict, error, or discrepancies within the Contract Documents, the Contract Documents shall be given precedence in the following order (Change Orders, highest precedence and Notice to Contractors, lowest precedence):

Change Orders
Addenda
Federal, State, and/or County Requirements
General Conditions of Bid and Contract
Specifications
Technical Proposal
Price Proposal
Contract
Notice to Contractors

In the event that conflicts, errors, or discrepancies are not resolved by the Contract Documents' order of precedence, the more restrictive provision shall govern.

PROPOSAL FORMS AND AFFIDAVITS

All proposals shall be submitted on forms provided in this RFP, properly signed in ink by a principal duly authorized to make contracts, and submitted in sealed envelope as required under Instruction to Contractors.

All required forms shall be submitted with technical proposals except for the price proposal which shall be in a separate sealed envelope. Failure to comply shall be cause for rejection of proposals.

ALTERNATE PROPOSALS

Alternate proposals shall only be considered when they are submitted separately and clearly marked and labeled ALTERNATE PROPOSAL. The alternate proposal shall only be considered if the Contractor's primary proposal is the most responsive responsible proposal.

BRAND NAME OR EQUAL ITEMS

Unless otherwise provided in the ITB, the name of a certain brand, make or manufacturer does not restrict Contractors to the specific brand, make or manufacturer named; it conveys the general style, type, character and quality of the article desired, and any article which Calvert County Government in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

FORMAL SOLICITATION

When a formal specification (no substitutes) is included or referred to in the solicitation, no deviation therefrom shall be permitted and the Contractor shall be required to furnish articles in conformity with that specification.

NEW GOODS, FRESH STOCK

All Contractors, unless otherwise specifically stated, shall provide new commodities, fresh stock, latest model, design, or pack.

DEVIATIONS TO SPECIFICATIONS

Any deviations from the specifications shall be noted in detail by the Contractor, in writing, and submitted with the formal technical proposal. Calvert County Government reserves the right to accept or reject any exception.

PROHIBITION AGAINST UNIFORM PRICING

Calvert County Government shall encourage open and competitive bidding by all possible means and shall endeavor to obtain the maximum degree of open competition on all purchase transactions using the competitive sealed bidding, competitive negotiation, or open market transaction methods of procurement. In submitting a proposal, each Contractor shall, by virtue of submitting a proposal, guarantee that the Contractor has not been a party with other Contractors to an agreement to propose a fixed or uniform price. Violation of this implied guarantee shall render void the proposal of such Contractors. Any disclosure to or acquisition by a competitive Contractor, in advance of the receipt of the proposals, of the terms or conditions of the proposal submitted by another competitor shall render the entire proceedings void and shall require re-advertising the RFP.

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the most responsible bidder, subject to its right to reject any or all bids, Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are

established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

In determining the "most responsible bidder", in addition to considering price, Calvert County Government shall consider:

- The ability, capacity, and skill of the bidder to perform the Contract or provide the services required;
- 2. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
- 3. The character, integrity, reliability, reputation, judgment, experience, and efficiency of the bidder;
- 4. The quality of performance of previous contracts or services;
- 5. The previous and current compliance by the bidder with laws and ordinances relating to the Contract or service;
- Whether the bidder is in arrears to Calvert County Government on any debt or Contract, is in default on any surety to Calvert County Government, or is delinquent as to any taxes or assessments; and
- 7. Any other information that may have a bearing on the decision to award the Contract.

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or

otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

During the performance of this Contract, the Contractor agrees as follows:

- The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), except where religion, sex, national origin, gender identity, sexual orientation, or disability (physical or mental), is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer. In addition to complying with the provision of Equal Opportunity, the Contractor shall, in good faith, cooperate with Calvert County Government in investigation of Equal Employment Opportunity (EEO) complaints, whether formal or informal.
- 3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- The Contractor shall include the provisions above in every subcontract or purchase order so that the provisions shall be binding upon each sub-Contractor or vendor.

INSURANCE

The Contractor shall not commence work under this Contract until it has obtained the insurance required under this section. All coverage shall be with insurance carriers licensed and authorized to do business in Maryland. Insurance companies providing insurance shall be acceptable to Calvert County Government. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage.

- 1. Certificate Holder, Additional Insured, and Contract Information
 - a. The Board of County Commissioners of Calvert County, Maryland shall be named as certificate holder and as an additional insured for the duration of the Contract as follows:

Board of County Commissioners of Calvert County, Maryland Attention: Procurement Office Courthouse, 175 Main Street Prince Frederick, Maryland 20678

- b. The certificate shall also indicate the contract name and number.
- c. Additional insured shall be as pertains to general liability and automobile liability.

2. Commercial General Liability Insurance

During the life of this Contract, the Contractor shall procure and maintain Commercial General Liability Insurance in an amount not less than \$1,000,000.00 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000.00 aggregate.

3. Professional Liability

During the life of this Contact, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

4. <u>Automobile Liability Insurance</u>

During the life of this Contract, the Contractor shall procure and maintain Automobile Liability Insurance, including applicable No-Fault coverage, with limits of liability not less than \$1,000,000.00 per accident combined single limit Bodily Injury and Property Damage. Coverage shall include vehicles to be used during the course of the Contract by/or on behalf of the Contractor.

5. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall show some alternative injury insurance coverage, either through health insurance or employer`s liability coverage.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person,

company, or corporation without the previous written consent of Calvert County Government.

If the Contractor desires to assign their right to payment of the Contract, the Contractor shall immediately notify Calvert County Government, in writing, of such assignment of right to payment. In no case shall such assignment of the Contract relieve the Contractor from their obligations, or change the terms of the Contract.

SUBCONTRACTING

There shall be no subcontracting under the terms and conditions of this Contract. Subcontracting under this Contract shall be cause for termination of contract.

TERMINATION OF CONTRACT

Calvert County Government may terminate a Contract, in whole or in part, whenever Calvert County Government determines that such termination is in the best interest of Calvert County Government, without showing cause, upon giving written notice to the Contractor. Calvert County Government shall pay all reasonable costs incurred by the Contractor up to the date of termination. However, in no event shall the Contractor be paid an amount which exceeds the price proposed for the work performed. The Contractor shall not be reimbursed for any profits which may have been anticipated but which have not been earned up to the date of termination.

When the Contractor has not performed or has unsatisfactorily performed the Contract, Calvert County Government may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of Calvert County Government. Failure on the part of a Contractor to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The Contractor shall be paid for work satisfactorily performed prior to termination, less any excess costs incurred by Calvert County Government in completing the Contractor's obligations under the Contract.

AVAILABILITY OF FUNDS

Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the Board of County Commissioners of Calvert County Government. In the event that the Board of County Commissioners of Calvert County Government does not appropriate funds for the continuation of this Contract, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

Calvert County Government reserves the right to immediately terminate a Contract in the event funds are no longer available or have been exhausted. If Calvert County Government shall terminate a contract, Calvert County Government shall attempt to give written notice at least thirty-(30) calendar days in advance of the effective date. The Contractor shall be paid for all labor and material provided as of termination date. No consideration shall be given for anticipated loss of revenue or profit on the cancelled portion of the Contract.

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County

Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

<u>DELIVERY AND POINT OF DESTINATION</u> (SECTION DELETED)

NON-LIABILITY

The Contractor shall not be liable in damages for delay in shipment or failure to deliver when such delay or failure is the result of fire, flood, strike, the transportation carrier, act of God, act of Government, act of an alien enemy or by any other circumstances which, in Calvert County Government's opinion, is unforeseeable and beyond the control of the Contractor. Under such circumstances, however, the Procurement Office may at their discretion, cancel the Contract.

BREACH OF CONTRACT

- A. In the event the Contractor shall fail to comply with any of the terms or conditions of the Contract Documents the Project Manager shall notify the Contractor of such failure or default and demand that the same be remedied within five (5) business days. In the event of the failure of the Contractor to remedy the same within said period, the Project Manager shall authorize the services to be procured from any available source, with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor or their surety.
- B. In addition to those instances specifically referred to in other sections herein contained, Calvert County Government shall have the right at its option to terminate the Contract under any one or more of the following:
 - If the Contractor becomes insolvent.
 - 2) If the Contractor makes an assignment for the benefit of creditors pursuant to the statutes in such case made and provided without notification or approval from Calvert County Government.
 - 3) In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.

- 4) In the event the Contractor fails to commence work in accordance with the specifications of this ITB.
- 5) In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
- 6) If the Contractor shall fail to fully, properly, and in a good and workmanlike manner perform any or all of the conditions, covenants, terms or conditions contained within the Contract Documents.
- 7) If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- 8) If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
- 9) If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

Any reports, specifications, or other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of Calvert County Government, and all such materials shall be surrendered to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all Contractor's obligations under the resulting Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the resulting contract shall be the property of Calvert County Government; however, the Contractor may retain file copies, which cannot be used without prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified, when the Contractor is not the company of record.

PAYMENT(S)

Payment(s) shall be made after satisfactory performance of work required during the course of the Contract, in accordance with all of the provisions thereof, and upon receipt of properly completed invoices. Calvert County Government reserves the right to withhold any or all payments or portions thereof for Contractor's failure to perform in accordance with the provisions of the Contract or any modifications thereto.

DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS

Subject to the exception for confidential information noted below, after an award, all proposals shall be open to public inspection, and at and after bid opening, the contents of a bid and any document submitted with the bid shall be open to public inspection.

However, Calvert County Government shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to Title 4 of the General Provisions Article of the Maryland Annotated Code. IT SHALL BE THE RESPONSIBILITY OF THE BIDDER, OFFEROR, OR CONTRACTOR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND SHALL IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

If a Contract is awarded to a bidder, offeror, or Contractor as a result of the submission of restricted information, Calvert County Government shall have the right to duplicate, use or disclose the data to the extent consistent with Calvert County Government's need in the procurement process.

A bidder, offeror or Contractor agrees to indemnify, protect and save harmless Calvert County Government, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the confidentiality of the material sought to be protected.

INCURRING COSTS

Calvert County Government shall not be liable for any costs incurred by the Contractor prior to the issuance of the Contract.

COMPLETENESS

All information required by this RFP shall be supplied to constitute a proper proposal. Calvert County Government shall not be responsible for the premature opening of proposals if not properly addressed or identified.

NOTICE OF POLITICAL CONTRIBUTIONS

The Contractor agrees, in accordance with the current Maryland Code, <u>State Finance</u> and <u>Procurement Article</u>, §17-402, to comply with the political contribution reporting requirements, as amended from time to time, to which the Contractor may be subject.

COOPERATIVE PURCHASES

 Acceptance of this proposal and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.

2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

Any errors in computations shall be corrected when the proposals are canvassed

GENDER NEUTRAL CLAUSE

Wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.

SOVEREIGN IMMUNITY

By entering into this Contract, Calvert County Government and its "employees," as defined in the Local Government Tort Claims Act, §§5-301, et seq. of the Courts and Judicial Proceedings Article, do not waive sovereign immunity, do not waive: any defenses; any limitations of liability as may be provided for by law; or any provision of the Local Government Tort Claims Act.

THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Contract that it is not intended by any of the provisions of this Contract to create in the public or any member thereof, third party beneficiary status in connection with the performance of the obligations herein without the written consent of Calvert County Government and notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof in fulfilling the obligations of the Contract.

NO INDIVIDUAL LIABILITY

No elected official, appointed official, employee, servant, agent, or law enforcement officer shall be held personally liable under this Contract and any extension or renewals thereof because of its enforcement or attempted enforcement provided they are acting within the course and scope of their employment or governmental duties and responsibilities.

SUFFICIENT APPROPRIATIONS

Calvert County Government's financial obligations, if any, under this Contract are contingent upon sufficient appropriations and authorization being made by Calvert County Government for the performance of this Contract. Calvert County Government's decision as to whether sufficient appropriations are available shall be accepted by the other party or parties to this Contract, and shall be final.

SEVERABILITY

In the event any portion of this Contract is found to be unconstitutional, illegal, null, or void, by a court of competent jurisdiction, it is the intent of Calvert County Government to sever only the invalid portion or provision, and that the remainder of the Contract shall be enforceable and valid, unless deletion of the invalid portion would defeat the clear purpose of the Contract, or unless deletion of the valid portion would produce a result inconsistent with the purpose and intent of Calvert County Government in entering into this Contract.

ENTIRE AGREEMENT

The parties hereto agree that the above writing constitutes the entire Contract between them concerning this matter and that there are no understanding, promises, or arrangements binding either part hereto that have not been written herein. The parties

further agree that this Contract can be amended only by written agreement signed by the parties hereto.

CHOICE OF LAW

This Contract shall be governed by the internal laws of Maryland, without giving effect to its choice of law provisions, and any action brought by or between the parties shall vest jurisdiction and venue exclusively in the Courts located in Calvert County, Maryland.

PUBLICITY

Except without the prior written approval of the Board, the Contractor shall not release for publication any report, specification, cost estimate, or other material of any nature for which services are performed under the terms of this Contract.

RFP 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM SPECIFICATIONS

1. INTRODUCTION

Calvert County Government is requesting Technical Proposals (Qualifications and Experience) and Price Proposals from qualified Contractors to provide all labor, materials, equipment, supervision, service, and incidental items necessary to install, test, and maintain an automated speed enforcement (hereinafter, "ASE") system.

The Contractor shall be responsible for the professional quality and technical accuracy, and timely completion of the services required. The Contractor shall perform such professional services as may be necessary to accomplish the work required under this Contract.

2. SCOPE OF WORK

The Contractor shall provide a complete turnkey ASE system. The scope of work shall be to establish minimum services and specific conditions the Contractor shall provide in order to fulfill Calvert County Government's objectives. The Contractor shall be required to provide the services as specified in this RFP and shall agree to provide the maximum degree of support to Calvert County Government in providing services and in achieving implementation in a timely manner. Accordingly, the Contractor shall promptly respond to requests from Calvert County Government.

A. The Contractor shall:

- Furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including but may not be limited to supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system fully compliant with State and Local Laws.
- 2) Conduct independent calibration upon initial installation and annually thereafter.
- 3) Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence.
- 4) Provide a robust, fully web-enabled, and fully secure citation processing system including data processing, initial screening of data, prompt delivery of data to Calvert County Government for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

- 5) Process all traffic citations and prepare evidence packages for court.
- 6) Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns.
- 7) Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and Calvert County Government.
- 8) Conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).
- 9) Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.
- 10) Be responsible for ensuring the system is operating properly on a continuous basis.
- 11) Document any problems and remedy any problems within seventy-two (72) hours, including weekends and holidays.
- 12) Provide a secure web-based system for event review.
- 13) Provide a secure web-based system for citation tracking that maintains the complete citation history and is able to be audited.
- 14) Provide a payment processing system to accept payments by mail or via the web.
- 15) Post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.
- Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings.
- 17) Conduct work to provide the least possible interference to the activities of Calvert County Government personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.
- 18) Provide pole mounted, fixed site leased camera systems that can be easily relocated to other established enforcement site locations.

- 19) Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within seven (7) calendar days as requested by Calvert County Government.
- 20) Provide all installation and relocations at no cost to Calvert County Government.
- 21) Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the *Transportation Article* of the <u>Annotated Code of Maryland</u>, and as amended from time to time. Amended May 15, 2019.
- 22) Ensure Calvert County Government has the final say on location(s) to place equipment.
- 23) Agree that this ASE program shall remain cost neutral to Calvert County Government.
 - a. Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.
 - b. During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.
 - c. During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.
- B. Calvert County Government and the Contractor shall establish business rules for the operation of this ASE program in accordance with Local, State, and Federal laws and regulations.

C. Base Equipment

The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime – fair weather: (2) daytime – rain and snow; (3) night time – fair weather; and (4) night time – rain and snow. Systems should use a combination of high-resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

- 2) All camera system component operations shall be synchronized to a single, standard, independent, external, and verifiable time and date source.
- 3) The system shall imprint violation information on the image at the point-ofcapture. Information specific to the violation shall include, but shall not be limited to: location, date, vehicle speed, and elapse time between images.
- 4) The camera system shall be modular in construction to facilitate rapid installation and maintenance.
- 5) The camera system shall generate secure violation evidence that can be communicated and processed using Contractor's supplies or operated photo enforcement processing systems.
- The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.
- 7) Camera system shall be capable of accurately measuring speeds, detecting speed limit violations, and photographing incidents.
- 8) The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic.
- 9) Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light.
- 10) In order to minimize operator error, cameras shall be automated as much as possible with regard to set up, i.e., aperture settings, focusing, leveling, etc.
- 11) The camera system shall be secure from vandalism or tampering.
- 12) The camera system enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Typical maintenance procedures shall be explained in technical proposal.

- 13) Contractor shall provide a video component in conjunction with the digital camera system. The video shall attach a verification video segment to each speed limit violation and each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for up to sixty (60) calendar days.
- 14) The Contractor shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. The Contractor shall explain in their technical submittal what program or system the Contractor uses to confirm the ongoing accuracy of the speed measurements.
- 15) All ASE field equipment shall be installed in Calvert County's rights-of-ways with no encroachments onto private property. Calvert County Government reserves the right to expand on roadways with State rights-of-ways as permitting allows.
- 16) The equipment shall provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.
- 17) Camera unit housing shall have the following features:
 - a. Sealed to be weather, dust, water, and spray resistant;
 - b. Securely lockable;
 - c. Vandal and tamperproof; and
 - d. All glass openings must be bullet resistant.

D. <u>Confidentiality</u>

Information obtained regarding citizens shall be confidential and no information shall be disseminated unless required under the terms of the Contract. Calvert County Government or its designee shall have access to all records.

3. CHANGES, ALTERATIONS, OR MODIFICATIONS IN SCOPE OF SERVICE

The scope of the Contract shall not be changed without prior approval in writing by Calvert County Government.

Calvert County Government shall have the right, at its discretion, to change, alter, or modify the services provided for in this Contract and such changes, alterations, or modifications may be made even though it will result in an increase or decrease in the services of the Contractor. Such changes, alteration, or modification to the services provided for in this Contract shall be made by written change orders to the purchase order(s) of this Contract, if necessary.

Any such change, alteration, or modification which either separately or in combination results in a change in the scope of services or an increase in the amount payable to the Contractor(s) shall be processed by a written change order and is effective only when the change order to the purchase order is issued.

4. **DEFECTIVE WORK**

The performance of services or Calvert County Government's acceptance of required reports shall not relieve the Contractor from the obligation to correct any defective service, whether previously or subsequently noted, and all incomplete, inaccurate or defective service shall be remedied by the Contractor on demand and at no cost to Calvert County Government. Defective serviced may be defined as, but may not be limited to, such matters as erroneous reports and incorrectly assembled reports, publications, etc. which is caused by error or omission by the Contractor.

5. **DISPOSITION OF DOCUMENTS**

The Contractor agrees that all data including, but not limited to, reports, tables, computer files, and other material prepared by the Contractor under the terms of this Contract, and at any time during the term of the Contract, shall become the sole and absolute property of Calvert County Government. All such material shall be returned to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall, within fourteen (14) calendar days of Calvert County Government's request, deliver to Calvert County Government all requested material(s) prepared by the Contractor in connection with the Contract. Calvert County Government shall have the right to use same without restrictions or limitations and without compensation to the Contractor.

The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose than performance of all the Contractor's obligations under the Contract without the prior written consent of Calvert County Government. Documents and materials developed by the Contractor under the Contract shall be the property of Calvert County Government; however, the Contractor may retain file copies that cannot be used without the prior written consent of Calvert County Government. Calvert County Government agrees that the Contractor shall not be liable for any damages, loss, or injury resulting from future use of the provided documents for other than the project specified when the Contractor is not the firm of record.

6. PERSONNEL

- A. The Contractor represents they have or shall secure, at their own expense, all necessary personnel required to perform services under this Contract. Such personnel shall not be employees or have any contractual relationship with agencies providing funds under this Contract.
- B. The Contractor shall ensure sufficient manpower shall be available to perform the services required under this Contract. Calvert County Government reserves the right to require the Contractor to dedicate additional manpower, if the work is falling

behind schedule. Calvert County Government also reserves the right to require the replacement of any personnel under this Contract for any reason.

- C. The personnel assigned by the Contractor for this Contract shall be approved by Calvert County Government and shall remain on the Contract for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Contractor, the following shall be required:
 - Written notice shall be given to Calvert County Government at least two (2) weeks in advance, requesting a change in personnel explaining why the change is necessary. Arbitrary rescheduling of personnel shall not meet the approval of Calvert County Government.
 - 2) At a minimum, substitute personnel shall meet the qualifications required herein. The Contractor shall submit a resume of prior experience and training for review and approval. Repeated requests of this nature may be cause for Calvert County Government to terminate the Contract.
 - Personnel changes shall not be cause for increase of contract pricing.
- D. Should the Contractor remove or attempt to replace personnel without prior written approval by Calvert County Government, Calvert County Government may terminate the Contract. The Contractor shall be liable to Calvert County Government for any costs to provide additional services either by Calvert County Government staff or others. Such costs shall be reimbursed to Calvert County Government by the Contractor or deducted from the Contractor's fees.
- E. Calvert County Government reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time without explanation or recourse.

7. AUDIT

- A. The Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance under this Contract and any Federal, State, or Local rule or regulation, in accordance with accepted professional practice, appropriate accounting procedures and practices. Calvert County Government shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying. The Contractor shall provide proper facilities for such access and inspection.
- B. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the American Institute of Certified Public Accountants. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to paragraph A. above.

Where the audit concerns the Contractor, the auditing agency shall afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the pertinent written comments, if any, of the audited parties.

C. Records under paragraph A. above shall be maintained and made available during performance under this Contract and until three (3) years from the date of final completion of the Contract. In addition, those records relating to any dispute or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken shall be maintained and made available until three (3) years after the date of resolution of such dispute, litigation, claim, or exception.

8. PAYMENT

The Contractor hereby agrees to undertake the services required under this Contract at the contract pricing as set forth in the Contractor's response to this RFP.

Calvert County Government directed adjustments in direction or emphasis of the work effort for the Contract shall not be considered adequate justification for cost renegotiation provided such adjustments do not constitute a change in the general scope of the Contract.

Calvert County Government and the Contractor shall establish a payment processing system for the operation of the program for Calvert County Government to receive payment of collected citation fees less the monthly lease fee per month.

9. AVAILABILITY OF DATA

Each party hereto shall make available to the other party, without cost, all nonproprietary technical data under its control reasonably necessary to the performance of the services required under this Contract.

10. CALVERT COUNTY GOVERNMENT FURNISHED DATA

All information, data, reports, and records, as are existing and identified by the Contractor, available to Calvert County Government without significant cost, and necessary for the carrying out of the work, shall be furnished to the Contractor without charge by Calvert County Government, and Calvert County Government shall cooperate with the Contractor in every way possible providing, however, that the needs of the Contractor for such support are made known to Calvert County Government.

Calvert County Government shall not provide clerical assistance to the Contractor for this Contract and Calvert County Government personnel shall not be asked to undertake work for the Contractor.

11. DATA RELEASE

The Contractor shall not release information or any reports or other material pertaining to this Contract without the prior express written consent of Calvert County Government except to comply with appropriate state and federal requirements; and in such instances shall consult with Calvert County Government prior to so doing. Further, materials approved for release by the Contractor shall not be distributed for profit.

The Contractor may publish information pertaining only to its service under this Contract, but shall not release copies of its documentation or reports to any other parties without the prior written approval of Calvert County Government.

12. PROPOSAL SUBMITTALS - RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP. Technical proposals shall be limited in length to twenty (20) pages with printing on both sides or forty-(40) one-sided pages. Promotional brochures containing general company information are not requested and shall not be included. Required forms, resumes, and cover letter shall not be considered part of the twenty (20)-two-sided or forty-(40) one-sided page limit. The Contractor(s) shall not be penalized if the technical submittal is over the page limit; however, Calvert County Government is seeking substance over quantity.

The Contractor shall **NOT** make any modifications to any forms included this RFP which are required to be submitted by the Contractor. This includes but shall not be limited to the use of headers, footers, or graphics.

A. <u>TECHNICAL PROPOSAL</u>

1) Purpose

The purpose of the Technical Proposal shall be to demonstrate the qualifications, competence, and capacity of the Contractor seeking to undertake the service for Calvert County Government in conformity with the requirements of this RFP. As such, the substance of proposals shall carry more weight than their form or manner of presentation. The Technical Proposal shall demonstrate the qualifications of the Contractor and staff to be assigned to this Contract. No assumptions shall be made on the part of the Contractor as to the prior knowledge of a Contractor's abilities.

It shall also specify an approach meeting the RFP requirements.

In accordance with page 1, no price information shall be included with the Technical Proposal submittal.

The Technical Proposal shall address all the points outlined in the RFP, excluding any cost information, which shall only be included with the Price Proposal submittal. The Technical Proposal shall be prepared simply and economically, providing a straightforward, concise description of the Contractor's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects shall be included. They represent the criteria against which the proposal shall be evaluated.

- 2) Each proposal shall contain the following information:
 - a. <u>Transmittal Letter/Abstract</u> (Not included in page total.)

A brief transmittal letter/abstract, signed by an officer authorized to bind the Contractor to their proposal, which shall provide a summary overview of the Contractor's proposal. This shall not exceed one (1) page.

b. Name and Signature Requirements of Bids and Contract Form (Not included in page total.)

All items shall be completed for the proposal to be considered.

c. <u>Executive Summary</u>

- (1) Description of organization's background and experience in providing the required services.
- (2) List of local office(s) and resources.
- (3) Overview of proposed services.

d. <u>Personnel Expertise and Experience</u>

Description of organization's personnel expertise, experience, and available manpower to meet the requirements for providing the services requested.

- (1) Specify the number of full-time employees.
- (2) Identify the personnel who shall handle services for Calvert County Government in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of the technical personnel who will perform the work.
- (3) Submit biographies or resumes for all personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff. (Not included in page number limit.)

e. References

List of clients for whom the Contractor has provided the required service outlined in this RFP comparable to Calvert County Government and indicate location and length of service for each account.

The list shall include a current phone number and email address of the contact in order to perform reference checks.

f. Equipment Information

Provide a description and documentation on the equipment proposed to be used under the Contract.

- g. Provide a description of how the Contractor ensures the accuracy in payments and recordkeeping.
- h. Indicate any reservations or qualifications you may have concerning the fulling of this Contractor.
- 3) Each proposal shall contain the following items and shall not be considered part of the page total.

a. <u>Independence</u>

The Contractor(s) shall provide an affirmative statement that it is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

The Contractor shall also provide an affirmative statement that it is independent of all of the component units of Calvert County Government and Departments as defined by those same standards.

The Contractor shall also list and describe their professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the Contract.

In addition, the Contractor shall give Calvert County Government written notice of any professional relationships entered into during the period of this Contract.

b. If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be

separately identified and the company that is to serve as the principal Contractor shall be noted.

- c. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided. NO MODIFICATIONS SHALL BE MADE TO ANY FORM CONTAINED IN THIS RFP, I.E., HEADERS, FOOTERS, ETC.
- d. Additional Information. This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information meeting the requirements of the RFP objectives.
- e. If a corporation, certification that the Contractor is in good standing with the State Department of Assessments and Taxation (SDAT) of Maryland and that corporate charter has not been revoked or forfeited.
- f. <u>Identification of Anticipated Potential Problems</u>

The proposal shall identify and describe any potential problems, the Contractor's approach to resolving problems, and any special assistance which may be requested from Calvert County Government.

The Contractor shall give specific attention to the identification of those portions of their proposals they deem to be confidential, proprietary information, or trade secrets and provide any justification why such materials, upon request, should not be disclosed by Calvert County Government under Md.Ann.Code, General Provisions Article, Title 4.

B. PRICE PROPOSAL

- 1) The Contractor shall fill out the Price Proposal form contained herein.
- 2) No additional allowances shall be provided for expenses incurred by the Contractor in performing the duties under this Contract. All pricing shall include all costs including but may not be limited to labor, overhead, materials, equipment, mileage, vehicle fuel, paper, postage, miscellaneous fees (except those which may be charged to the citizen as submitted with the Contractor's price proposal), and supervision. No other expenses are eligible for payment.

- 3) The Contractor shall indicate any fees, if any, to be charged to the citizen on the price proposal page. No others fees other than those submitted with the Contractor's price proposal page shall be charged to the citizen.
- 4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 120 calendar days to provide Calvert County Government the services as set forth herein.

D. PROPOSAL CONDITIONS

- 1) Price proposals which include detailed price information accompanying technical submittals shall be determined to be unacceptable to Calvert County Government and shall be returned to the Contractor.
- Proposals received prior to the deadline shall be treated as confidential. Proposals received after the deadline shall be considered nonresponsive and shall be returned unopened.
- Proposals may not be altered or amended by the Contractor(s) after they are opened.

13. EVALUATION PROCEDURES

A. **EVALUATION COMMITTEE**

Proposals submitted shall be evaluated by an Evaluation Committee consisting of members of Calvert County Government's Sheriff's Office. No member of the evaluation committee shall be from an agency or organization submitting a proposal. Membership on this committee is subject to change.

During the evaluation process, the Evaluation Committee and Calvert County Government reserve the right, where it may serve Calvert County Government's best interest, to request additional information or clarifications from Contractors. At the discretion of Calvert County Government or the Evaluation Committee, Contractors submitting proposals may be requested to make oral presentations as part of the evaluation process.

B. **EVALUATION CRITERIA**

Proposals shall be evaluated using the minimum criteria set forth in this RFP. Contractors meeting the mandatory criteria shall have their proposals evaluated for both technical qualifications, price, and interviews, if conducted. The following represent the principal selection criteria which shall be considered during the evaluation process.

1) Mandatory Elements

- a. The Contractor is independent and licensed to practice in Maryland.
- b. The Contractor is in good standing with SDAT or has the ability to establish itself as such before award.
- c. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for Calvert County Government.
- d. The Contractor adheres to the instructions in this RFP on preparing and submitting their proposal.
- e. The Contractor submitted all required forms as contained in this RFP.
- f. The Contractor has a record of high quality work.

2) <u>Technical Qualifications</u>

- a. Expertise and Experience:
 - 1) The Contractor's past experience and performance on comparable contracts.
 - 2) The quality of the Contractor's professional personnel to be assigned to the Contract and the quality of the Contractor's management support personnel to be available meeting the requirements herein.
 - 3) The Contractor's experience with similar governments and federal or state contracts.

References.

Quality of past work and evaluation of previous clients as confirmed through reference checks. Calvert County Government reserves the right to contact any of the references listed as a contact within the past five (5) years or to request additional references as it may deem necessary.

c. Approach

(1) Adequacy of proposed personnel and staffing plan.

- (2) Adequacy of project organization.
- (3) Adequacy of project approach, work plan, and management.
- (4) Adequacy of equipment, maintenance, and reporting to be furnished.
- d. Quality and responsiveness of the proposal.
- e. Providing services in conformance to applicable codes, standards, and regulations.

3) Price

- A. The lease fees or fee(s) to be charged to citizens quoted on the Price Proposal form are an integral part of the RFP and shall be considered during the selection process.
- 4. <u>Interviews</u> (if conducted)

C. <u>INTERVIEWS</u>

During the evaluation process, the Evaluation Committee may, at its discretion, request and conduct interviews if deemed necessary. Such presentations shall provide those companies with an opportunity to answer any questions the Evaluation Committee may have on the Contractor's proposal. This request does not commit Calvert County Government to award a Contract.

During the interview, the selected Contractors shall only present the services submitted with their proposal.

Contractors shall be given one (1) hour for presentation time which will be monitored by a member of the Evaluation Committee. Presentations shall be stopped at the end of the allowed time even if the Contractor(s) has not completed their presentation.

D. RIGHT TO REJECT PROPOSALS

Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the Contract between Calvert County Government and the Contractor. Calvert County Government reserves the right to reject any or all proposals, to waive technicalities, and to take whatever action is in the best interest of Calvert County Government. Calvert County Government reserves the right not to hold discussion after award of the Contract.

If a Contractor has not paid all taxes owed to either Calvert County Government or a municipal corporation in Calvert County, Maryland or the State of Maryland, or is not incompliance with filing requirements of the IRS for non-profits, Calvert County Government may reject the Contractor's proposal.

Calvert County Government reserves the right without prejudice to reject any or all proposals.

E. FINAL SELECTION

Calvert County Government shall award the Contract to the Contractor best satisfying the needs of Calvert County Government, unless all proposals are rejected.

14. ACCEPTANCE OF PROPOSALS

All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor shall be based upon both technical factors and price. Calvert County Government reserves the right to request and conduct interviews. This request does not commit Calvert County Government to award a Contract. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Contractor to honor these obligations may result in cancellation of the award.

15. CONFLICT OF INTEREST

- A. No officer or employee of Calvert County Government and no member of its governing body, and no other public official of the governing body of the locality or localities in which this project is situated or being carried out, or of other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of this project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
- C. The Contractor shall identify any actual or potential conflicts of interest existing or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

16. CONTRACT PERIOD

- A. The term of this Contract shall be for one (1) year from date indicated in the Notice to Proceed, or otherwise indicated by Calvert County Government, with the option of extending the Contract for four (4) additional one (1) year periods under the same terms and conditions.
- B. This Contract shall automatically be renewed unless notice of nonrenewal shall be made to the Contractor by Calvert County Government or to Calvert County Government by the Contractor at least ninety-(90) calendar days prior to the contract anniversary date which is the date in the Notice to Proceed or otherwise indicated by Calvert County Government.

17. RESERVATIONS

Calvert County Government reserves the right to request clarification of information submitted or to request additional information about any Contractor as it may reasonably require and may require interviews. Calvert County Government reserves the right to reject any or all proposals, to waive technicalities and to take whatever action is in the best interest of Calvert County. Calvert County Government reserves the right to not hold discussion after award of the Contract.

18. WAIVERS

The failure of the parties to enforce, at any time, the provisions of this Contract or to exercise any option which may be provided herein shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Contract or any part thereof or the right of the parties to enforce thereafter each and every provision.

19. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

All working papers and reports shall be retained, at the Contractor's expense, for a minimum of three (3) years, unless the Contractor is notified in writing by Calvert County Government of the need to extend the retention period.

20. QUANTITIES

During the period of the Contract, the Contractor shall provide the services and equipment described in this Contract. The Contractor understands and agrees Calvert County Government shall have no obligation to the Contractor for any set quantities of service or equipment. The Contractor further understands and agrees that Calvert County Government may require service or equipment in an amount less than or in excess of prior year quantities, and the quantity actually used, whether in excess or less than, shall not give rise to any claim for compensation other than the amount bid.

Calvert County Government does not guarantee any minimum quantities. Minimum requirements shall not be acceptable.

For informational purposes, following are the total citations issued during the past two (2) fiscal years.

FISCAL YEAR	NUMBER OF UNITS DEPLOYED	NUMBER OF CITATIONS
Fiscal Year 2017 (July 1, 2016 through June 30, 2017	3	13,443
Fiscal Year 2018 (July 1, 2017 through June 30, 2018	4	21,069

The previous contract was awarded to Brekford Corp. on March 8, 2016.

NON-COLLUSION CERTIFICATE

I HEREBY C	ERTIFY I am the <u>President & C</u>	Title) Re Kor he cognition Systems		
and the duly		rm of Brekford Traffic Safety, Inc.		
Whose addr	ress is 7020 Dorsey Road, Bld	g C., Hanover, MD 21076 AND		
	HER I nor, to the best of my knowle representatives I here represent have	dge, information and belief, the above firm nor any ve:		
(a)	Agreed, conspired, connived or co in the compilation of the bid or off	lluded to produce a deceptive show of competition fer being submitted herewith;		
(b)	any collusion to fix the bid price of any competitor, or competitive bid within bid or offer is submitted; ar Commissioners for Calvert County, or other employees of the Board of	rectly, entered into any agreement, participated in price proposal of the bidder or offer or herein or lding in connection with the Contract for which the nd that no member of the Board of County. Maryland, administrative or supervisory personnel f County Commissioners for Calvert County, bidding company except as follows: (complete if		
I solemnly affirm under the penalties of perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.				
	Ā	Authorized Signature		
3/20/2019	<u>F</u>	Rodney Hillman		
Date	P	rinted or Typed Name		

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

1. I am the President & COO and the authorized representative of the firm Rekor Recognized Representative of the firm Traffic Safety, Inc. Alba Representative of the firm Rekor Recognized Recognized Representative of the firm Rekor Recognized Recognized Representative of the firm Rekor Recognized			
whose address is 7020 Dorsey Road, Bldg C., Hanover, MD 21076 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I amacting. 2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July I, 1977 is not required to be reported).			
and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I amacting. 2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July I, 1977 is not required to be reported).			
2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the <u>Annotated Code of Maryland</u> or under the laws of any state or the federal government (conduct prior to July I, 1977 is not required to be reported).			
nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the <u>Annotated Code of Maryland</u> or under the laws of any state or the federal government (conduct prior to July I, 1977 is not required to be reported).			
2. State "none" or as appropriate list any conviction plea, or admission described in paragraph 2.			
above, with the date; court, official, or administrative body; the individuals involved and their position with the firm, and the sentence or disposition, if any. None			
4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.			
I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.			
hh) Ht 3/20/2019			
SIGNATURE DATE			



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 www.calverteountymd.gov Board of Commissioners Earl F Hance Mike Hart Thomas F Hutchins Kelly D. McConkey Steven R Weems

March 8, 2019

ITB 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM

QUESTIONS AND ANSWERS/CLARIFICATION NO. 1

Following are questions and answers/clarification for the above-referenced Request for Proposal. Acknowledge receipt of this document by executing the signature block provided on each page. **This completed and signed document should be included with your proposal**. Failure to do so may subject bidder to disqualification.

- In the County's indemnification requirement on page 11 of the RFP, the defense obligation is for acts "caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any," but the scope of the indemnity is for losses that "accrue against Calvert County Government in consequence of granting of a Contract or which may or otherwise result therefrom." The scope of the indemnity and the scope of the defense obligation do not mirror each other. Would the County consider an indemnification obligation and a defense obligation resulting from the "negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any"? Language shall remain as written.
- 2. It is insurance industry standards that Professional Liability coverage is provided on a "per claim" basis versus a "per occurrence" basis. Will the County agree to modify the requirement in section 3. "Professional Liability" on page 13 of the RFP to read "per claim" instead of "per occurrence"? Language shall remain as written.

Rekor Recognition Systems, Inc. RMA 6/10/19

CONTRACTOR'S LEGAL BUSINESS MAME: Brekford Traffic Safety, Inc.

AUTHORIZED SIGNATURE: DATE: 3/20/2019

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678
Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street, Suite 107 Prince Frederick, Maryland 20678 410-535-1600 • 301-855-1243 www.calvertcountymd.gov

Board of Commissioners Earl F Hance Mike Hart Thomas E Hutchins Kelly D McConkey Steven R Weems

March 14, 2019

ITB 2019-076 **AUTOMATED SPEED ENFORCEMENT SYSTEM**

OUESTIONS AND ANSWERS/CLARIFICATION NO. 2

Following are questions and answers/clarification for the above-referenced Request for Proposal. Acknowledge receipt of this document by executing the signature block provided on each page. This completed and signed document should be included with your proposal. Failure to do so may subject bidder to disqualification.

- 1. It seems the County currently has 4 systems. Do you know the likely locations of the 12 systems in the new contract? We are not requesting twelve (12) systems. If you are referring to the twelve (12) on the price proposal page, that is the lease fee for one (1) unit per month. The unit of measure is identified as per month. To make this clearer, we are issuing Addendum No. 1.
- 2. How many of the systems you have are pole mounted and how many are portable? Although the units are pole mounted, fixed site lease camera systems, they are considered portable because they can be readily moved to another location.
- 3. How many times have you moved fixed systems in the last 3 years? The systems have been moved approximately fifteen (15) times.
- 4. How many current installations are on the State right-of-way? How many are planned in the future? Currently, Calvert County Government have three (3) locations on State roads. There are five (5) other potential locations Calvert County Government may utilize in the future which are on State highway right-of-ways.

Rekor Recognition Systems, Inc. RWAK 6/10/19
Aba CONTRACTOR'S LEGAL BUSINESS NAME: Brekford Traffic Safety, Inc. **AUTHORIZED SIGNATURE:** DATE: 3/20/2019

Mailing Address: 175 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258

Questions and Answers/Clarification No. 1 RFP 2019-076 March 8, 2019 Page 2

- 3. Could you please clarify what the County is looking for in response to this RFP requirement? We are not certain what you are asking because it is clear in the specifications particularly as pertains to what you should submit under 12. Proposal Submittals, Response to RFP, and under 13. Evaluation Procedures. You need to have the proper equipment, personnel, reporting, etc. as specified, and your submittal should show contain documentation, including, but not limited to, the components to provide the service.
- 4. RFP requirement 2.h: Indicate any reservations or qualifications you may have concerning the fulling of this Contractor. You would include in your submittal any facet you feel may be a concern for your company in fulfillment of the contract.

Rekor Recognition Systems, Inc. RWAS 6/10/19
dba

CONTRACTOR'S LEGAL BUSINESS NAME: Brekford Traffic Safety, Inc.

AUTHORIZED SIGNATURE: _

DATE: 3/20/2019



Timothy Hayden, Director Roberta L. Baker, Procurement Officer

CALVERT COUNTY DEPARTMENT OF FINANCE & BUDGET PROCUREMENT OFFICE

150 Main Street State 107 Prince Frederick Maryland 20678 410-535-1600 • 301-855-1243 www.calvertcountyrid.gov Board of Commissioners Farl F Hance Mike Hart Thomas F Hutchins Kelly D. McConkey Steven R Weems

March 14, 2019

ADDENDUM NO. 1
Board of County Commissioners

ITB 2019-076 Automated Speed Enforcement System

To Prospective Bidders:

Following is an addendum to the referenced specifications. Please acknowledge receipt of this addendum by executing the signature block provided below. This signed addendum must be <u>included with your proposal</u>. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the specifications and supplements and modifies them as indicated below:

Page 5. Remove and Replace

Remove page 5 and replace with attached revision dated March 14, 2019.

Rm# 6/10/19

ReKor Recognition Systems, Inc.

CONTRACTOR'S LEGAL BUSINESS MAME: Brekford Traffic Safety, Inc.

AUTHORIZED SIGNATURE:

DATE: 3/20/2019

Mailing Address: 475 Main Street, Prince Frederick, Maryland 20678 Maryland Relay for Impaired Hearing or Speech: 1-800-735-2258



Headquarters 7020 Dorsey Rd Hanover, MD 21076 | tel (410) 762-0800 | fax (410) 921-7818

RESPONSE TO:

RFP - 2019-076

Automated Speed Enforcement System for Calvert County, Maryland [Technical Proposal]



Calvert County Government
Purchasing Office
County Services Plaza
150 Main Street, Suite 107
Prince Frederick, MD 20678

DUE DATE: March 21, 2019 at 2:30 P.M.

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PROPOSAL FORMAT OVERVIEW

Pursuant to the County's stated desire to prepare proposals "simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP," we have organized our response to match the RFP layout and line items as closely as possible.

The main sections of this document, labeled "A" through "H", with associated headers, match the letters contained in section 12.A.2 Technical Proposal and provide a specific response to the requested information in order.

In order to remain as concise and specific as possible, within section "C. Executive Summary" of this document, we have included subsections to address the details requested in RFP section 2.A (Scope of Work). Within Section "F. Equipment Information" we included subsections to address the details requested in RFP section 2.B (Scope of Work_Base Equipment). Our responses to each item are labeled to match the numbered items within the RFP sections.

Following the main body of the proposal, for further/optional reference, we have included an appendix that provides a more thorough discussion of our solution and the various additional features which may not have been specifically requested in the RFP. All features of our turnkey offering described in the appendix are included as part of this proposal at no additional cost beyond that noted in our Pricing Proposal (submitted separately).

A. TRANSMITTAL LETTER



7020 DORSEY RD. BLDG. C HANOVER, MD 21076

PHONE (410) 762-0800 FAX (410) 921-7818 WWW.BREKFORD.COM

March 21, 2019

Charlotte DeStephano
Calvert County Government
Purchasing Office
150 Main Street, Suite 107
Prince Frederick, MD 20678

Re: Transmittal Letter for RFP PURCH 2019-076 - AUTOMATED SPEED ENFORCEMENT SYSTEM

Dear Ms. DeStaphano,

It is my pleasure to transmit to the Board of County Commissioners of Calvert County, Maryland this response to your RFP# PURCH 2019-076 for an Automated Speed Enforcement ("ASE") System.

Brekford Traffic Safety Inc., headquartered in Hanover, Maryland, is a leading public safety and security technology service provider of automated traffic safety enforcement ("ATSE") solutions and parking enforcement solutions. We provide innovative solutions to municipalities, states, and the U.S. military. Our combination of subject matter experts, leading proprietary technology, and superior customer service offers a unique 360° solution for public safety and law enforcement agencies. Brekford is a wholly owned subsidiary of Novume Solutions, Inc., a publicly traded NASDAQ company (Symbol: NVMM).

For two decades, Brekford has successfully designed, installed and supported integrated systems for hundreds of agencies in support of their public safety mission. Over the past nine years, we have successfully implemented and operated turnkey photo enforcement solutions in the U.S., Canada and Latin America, led by Maurice Nelson, a 20-year veteran of the industry. We are highly confident that our next generation technology, combined with superior customer service and turnkey program support, will continue significant public safety results for Calvert County's ASE program.

Our proposal includes a carefully architected and integrated solution with many features and benefits for the County including green (solar-powered) systems, flash-less nighttime color images, non-invasive violation capture, dual validation, and seamless retrofitting.

Brekford acknowledges the instructions and terms of the RFP and agrees to comply with them. This proposal is firm for 180 days from the closing date and may be extended upon mutual agreement if the County requests so in writing. The primary person authorized to answer any questions and make representations for Brekford is Mr. Rodney Hillman, whose contact information is below.

Rod Hillman - President and COO, Rod Hillman

Office: 410-762-0800; Cell: 443-615-1548; Fax: 443-921-7818

Email: rhillman@brekford.com

One (1) original and three (3) copies of the technical proposal as well as one (1) original and three (3) copies of the price proposal, in separate sealed envelopes, are provided as specified in the submission requirements. The proposal is organized into sections following the RFP outline.

Brekford's experienced team stands ready to continue operation of the ATSE solution. While competitors may offer their one-size-fits-all, off-the-shelf system with little help fine-tuning the program, Brekford is offering the County a true partnership. We will continue operations with no down time to meet the County's priorities and safety needs, as well as ongoing support for the duration of our agreement. We are located within 60 miles of Prince Frederick, and we currently operate numerous successful ATSE programs throughout the state of Maryland.

Sincerely,

Rodney Hillman

President and COO | Brekford Traffic Safety Inc.

Office: 410-762-0800 ext. 301 | Cell: 443-615-1548 | Fax: 443-921-7818

Email: rhillman@brekford.com | Web: www.brekford.com

C. EXECUTIVE SUMMARY

1. BREKFORD PROFILE

Brekford, located in the heart of Maryland at:

7020 Dorsey Rd. Building C. Hanover MD. 21076 Brekford has installed, maintained, and sustained 106 ASE camera systems, while simultaneously assisting in the issuance of 1M+citations annually, for the past 7 years.

HB09-5859

Just north of Calvert County and a short one-hour drive to Calvert County, we are conveniently close to Calvert County.

Brekford, a 22-year-old company, is a public safety technology systems developer, integrator, and service provider of fully integrated mobile traffic and parking management technology solutions to municipalities, states, various federal entities, and the U.S. military. Our combination of subject matter experts, creative solutions, innovative technology, and traffic safety best practices offers a unique 360° solution for public safety and law enforcement agencies. Unlike our competitors, Brekford's Automated Speed Enforcement (ASE) System seamlessly incorporates customized technology into a municipality's existing infrastructure to deliver end-to-end solutions that are reliable, accurate, and cost-effective.

The Company was founded in 1997, with a focus on providing vehicle technology solutions to law enforcement agencies and municipalities. Early in our history, we identified many deficiencies in the industry that led to disjointed solutions, lack of contractor accountability, and poor customer service and support. Our response to this problem was the development of our 360-degree solution philosophy, transforming Brekford into a "one-stop-shop" for agencies to obtain all necessary equipment (both high and low tech) and complete installation services. In 2010, with demand increasing nationally for automated speed and red-light technology, and our existing clients seeking a local trusted provider, we started offering full turnkey ATSE programs. Brekford's foundation as a public safety solutions provider is what separates us from competitors in the ATSE industry. Other companies, both large and small, approach these programs purely from a technology perspective without an understanding of the comprehensive evidence management, public education, and operational needs of law enforcement agencies. During the past nine years, we have successfully operated numerous speed enforcement programs throughout Maryland. Our proprietary camera technology and iP360 citation management system has evolved to a point where our clients fully appreciate its ease of use, the simplicity of installation, and flexible configuration tailored to the unique process flow required by ATSE programs. In 2015 we established our first international program in Saltillo, Mexico and introduced our next generation solar powered speed and red-light enforcement systems.

Brekford's employees work primarily from our two main offices in central Maryland. Our headquarters and technology center is located in Hanover and our operations and call center is located in nearby Glen Burnie. We have dedicated and experienced professionals already in place to support all aspects of Calvert County's ASE program.

Our corporate officers are:

- Scott Rutherford, co-founder and Chief Technology Officer
- Rodney Hillman, President and COO

2. SCOPE OF SERVICE

Our Understanding of Calvert County's Program and Goals

The State of Maryland has authorized the use of speed enforcement cameras, also known as speed monitoring systems, for local municipalities seeking to curb aggressive driving in school zones. Recognizing the benefits of speed monitoring systems, Calvert County created the "Safety for Students" Program to utilize this highly effective automated approach as a solution for reducing speeds and evoking voluntary compliance from drivers.

The County clearly understands that calibrated and independently certified speed monitoring systems act as a force multiplier to record and document speeding violations, enabling law enforcement personnel to focus on more serious traffic infractions and community security concerns. As aptly noted in your ordinance establishing the program, "the presence of speed cameras has contributed to as much as an 80-90% decrease in the number of drivers exceeding the speed limit by 12 miles per hour or more in the vicinity of schools." Brekford has an ingrained understanding of this statistic as this is precisely the experience of nearly every one of our clients who has implemented our turnkey ATSE program. This dramatic change in driver behavior typically leads to accident and injury reductions of more than 50%.

With 13 of the County's 23 schools located on County roads, there could be a temptation to "blanket" the area with speed monitoring systems; however, from the RFP and from other public information we have researched regarding the County's intentions, it is evident that you are taking the prudent approach by installing these devices only in locations where they can be most effective in reducing speeding problems. This is a key aspect of any ATSE program, in order to balance the desire for safety improvements with the need for fairness and transparency with drivers. As such, it is important that clear signage is posted in locations where speed monitoring systems are in operation, and that the devices be modular and portable so that specific problem areas can be addressed without disruption to traffic patterns or law enforcement resources.

Brekford's Philosophy

Brekford understands that while traditional traffic citations issued by officers generally do not garner significant attention, citations issued through ATSE programs are subject to increased public attention. Whether from the media, program detractors, or concerned citizens, we acknowledge that these programs receive intense scrutiny and mistakes can be magnified dramatically. Thus, Brekford's overall plan and philosophy in providing services to our customers is simple...

"We will at all times exercise extreme caution and attention to detail to ensure that our customers operate programs with the utmost integrity, transparency, and accuracy while achieving stated objectives for community safety improvements."

We will provide for your program, a turnkey ATSE system which includes all equipment, installation, SHA permitting, hardware, software, maintenance, annual equipment certifications, and back-office processing at no out-of-pocket expense to the County.

Our Approach to Your Program

Your Concern	Our Approach	Your Advantage
Equipment Availability	Unlike our competitors, Brekford IS the equipment manufacturer. All equipment and software are 100% developed, assembled, and managed in-house.	Rapid implementation - installation within 20 business days
Equipment Flexibility	We offer multiple installation options so that each speed camera peripheral is interchangeable.	Ground-based or fixed-pole- mounted solutions (both portable)
Equipment Accuracy	Brekford's 4-step accuracy program provides calibration: 1) METAS international certification 2) Annual third-party recertification 3) Daily calibration verification 4) 20-minute continuous auto calibration, system verification, and recording	Unquestionable accuracy certifications complete with 'third-party' certificates and system accuracy verifications recorded at 20-minute intervals
Location Evaluation	We provide no-cost services to collect baseline volumetric statistics and site evaluation studies.	Location statistics to use in program evaluation or location validation
Permitting & Installation	We employ engineers for site drawings and permitting requirements (where necessary). Additionally, we work with, D.O.T. and SHA and knowledgeable in all regional laws and regulations to complete installations and build-outs.	Clients not required to use internal resources for construction or permitting
Recording and Record- keeping	All event actions are captured in PDF format and available at any time. All documents are automatically captured for reporting.	Documents such as operator logs, camera maintenance logs, or even images that do not result in violations are captured and recorded for reprint, review or archiving
Approvals & Other Program Requirements	Each aspect of our program requires final approval by the Police or other authorized officials.	Brekford administratively supports all processes for citation approvals, payment acceptance, violator services, and even court hearings while solely directed by the client via Business Rules development.
Training & Support	Brekford provides training in all aspects of the program. We provide	We understand that ATSE may only be a part of our client's overall responsibility and as such,

	start-up and on-going refresher training at <i>no additional cost</i> .	we provide as many training sessions needed for program mastery. We provide and support all computer equipment supplied as part of our contracted services.
Maintenance	Our technical staff and field technicians expertly maintain each piece of equipment and the physical site where our equipment is installed.	Our clients have peace of mind that the perpetual monitoring and equipment maintenance of our equipment provides their program maximum effectiveness and efficiencies.
Program Partnership Support	We provide equipment and resources to support unexpected program changes.	We do not 'nickel-n-dime' our clients. Program conditions can change outside of our clients' control. As such we provide resources to accommodate any unforeseen changes affecting successful program operations.
Public Awareness Support	We draw on our experience and resources to assist our clients in any public awareness initiative.	An additional 'resource library' to assist with public notification or education.
Program Management	Brekford provides a knowledgeable and dedicated program manager to oversee both the program and each specific client's needs.	A single point-of-contact that is committed to your program's success

a. Project Description

1. Furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including but may not be limited to supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system fully compliant with State and Local Laws.

Brekford provides a 100% turnkey system that includes all aspects of program operation including equipment and software, support, maintenance, system relocation services, signage, citation processing, customer service, and court scheduling and correspondence.

2. Conduct independent calibration upon initial installation and annually thereafter.

We utilize an independent 3rd party engineering firm selected by the County for initial and annual calibration and certification.

3. Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence.

Our web-based iP360 back-office processing software suite (see Appendix B) manages all aspects of program operation via seamless web design and queuing systems. The only interaction required by the County would be, as required by law, for officers to approve final citations. The County will also have direct access, for an unlimited number of users, to all processing and QA modules as well as the most robust reporting capabilities in the industry.

4. Provide a robust, fully web-enabled, and fully secure citation processing system including data processing, initial screening of data, prompt delivery of data to Calvert County Government for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

Our system is hosted in a highly secure facility that is audited by NLETS, following guidelines for CJIS compliance. The system is fully web-based and data is moved through a queuing system in real time as various stages of processing are completed. Unlike our competitors, who merge violation data with citation templates after police department approval, the final citation approval to be completed by the officer is a locked PDF version of the EXACT citation to be printed and mailed. Violations are processed and generally available for approval within 2-3 days but no more than 5 days, pending retrieval of registered owner information from the MVA or NLETS. Our automated QA functionality provides multiple checks at every stage of processing and prohibits citations from being mailed beyond the legally acceptable window of 14 days. See Appendix B for more information regarding our iP360 Citation Management System.

5. Process all traffic citations and prepare evidence packages for court.

Noted. Employees at our secure facility provide all processing, customer service, and court assistance according to pre-defined business rules approved by the County. Our system securely tracks every piece of evidence and every communication, whether verbal or written, in a logging system that is easily accessible via web hotlinks. A full audit trail of every interaction with citizens or documents is also a standard feature. Court evidence packages can be provided both in paper form as well as electronically.

6. Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns.

Our customer support center provides a toll-free number specific to the County's program along with bilingual support. Our customer service agents are available to answer all questions regarding citation payments or court proceedings.

7. Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and Calvert County Government.

Noted. We provide all services necessary to install and maintain the systems, as well as relocation services for portable units (if requested). Due to the ease of movement for the systems, we are able to provide site studies and assessments using actual live equipment if there are questions or concerns regarding the extent of a speeding problem at a given location.

8. Conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).

Noted. We will provide all services related to public awareness and will advise the County regarding ongoing education for citizens.

9. Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.

Training for all users of the system, whether direct or peripheral, is provided both during the implementation phase and upon request throughout the life of the contract.

10. Be responsible for ensuring the system is operating properly on a continuous basis.

Because our speed monitoring systems are fully automated and most maintenance can be conducted remotely, we typically provide less than 4-hour response on most problems, or worst case one business day, with the rare exception of a major failure. Due to the stability and remote maintenance capabilities, as well as the physical security of our housings, our experience has shown virtually no need for emergency maintenance operations with our equipment.

 Document any problems and remedy any problems within seventy-two (72) hours, including weekends and holidays.

Noted. See # 10 regarding response time. In the event, a problem extends or arises on weekend or holiday we have staff available to ensure the systems are back online prior to the enforcement week. All maintenance, radar certifications, and repairs are documents and stored in iP360 iTicket.

Provide a secure web-based system for event review.

Noted. See #4 above and Appendix B.

13. Provide a secure web-based system for citation tracking that maintains the complete citation history and is able to be audited.

Noted. See #5 above and Appendix B.

Provide a payment processing system to accept payments by mail or via the web.

We provide both mail and web payment acceptance services with a unique mailing address and web page specific to the County's program. Citizens can view violation images and video via the web as well as make payments directly using a credit card.

15. Post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.

Mail-in payments are processed promptly, and ALL correspondence is electronically scanned and attached to the citation audit log, which is viewable within iP360 24/7. The web payment portal is included in our iP360 suite and the pay-by-phone is linked to our backend, as payments are made they are automatically recorded in the system. The software includes functionality to research payments, manage unapplied payments and reconcile receipts 24/7.

16. Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings.

We provide all adjudication process support including scheduling, notifications, correspondence, and updating and reconciliation post-court. Our iP360 system contains a module specific to the court process and is seamlessly integrated all the way back to the original violation.

17. Conduct work to provide the least possible interference to the activities of Calvert County Government personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

Brekford takes pride in the fact that we have eliminated all unnecessary administrative and technical efforts required to run our ASE programs and equipment, not only for our own personnel but also for client personnel. Due to the rapid maintenance capabilities, there is no disruption with citizens, drivers, or County personnel.

18. Provide pole mounted, fixed site leased camera systems that can be easily relocated to other established enforcement site locations.

Noted. We offer both ground-based and pole-mounted solutions that are portable, with less than 30 minutes required to remove or install a unit at a location that has been pre-approved. These systems are wireless and battery powered, so there is no disruption to the local site and no significant construction activity required. Our pole mounted units can be mounted on nearly any existing pole, and where feasible we provide a solar panel for continuous unattended operation without the need for battery changes. The County may choose either of these options (or a mixture) as they are fully included in our pricing offer.

19. Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within seven (7) calendar days as requested by Calvert County Government.

Noted. See #17 above. Relocation is a simple process, once notification is received. We offer this service by our technicians at no extra cost.

20. Provide all installation and relocations at no cost to Calvert County Government.

Our offer is 100% turnkey in that we provide everything in this proposal, including installation and relocation at Brekford's cost. We will offer advice regarding location selection; however, we acknowledge the County will have final say on all locations.

21. Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the Transportation Article of the <u>Annotated Code of Maryland</u>.

Noted.

22. Ensure Calvert County Government has the final say on location(s) to place equipment.

Noted.

- 23. Agree that this ASE program shall remain cost neutral to Calvert County Government.
 - a. Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.
 - b. During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.
 - c. During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.

Noted.

b. Business Rules

Calvert County Government and the Contractor shall establish business rules for the operation of this ASE program in accordance with Local, State, and Federal laws and regulations.

Noted. Prior to the County's program going live, Brekford will create business rules with the county which comply with all Local, State, Federal laws and regulations.

- c. Base Equipment
- 1. The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime fair weather: (2) daytime rain and snow; (3) night time fair weather; and (4) night time rain and snow. Systems should use a combination of highresolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

In Appendix A – Sample Photos you will see example sets of violation photos depicting various conditions as requested. Our high-resolution cameras coupled with superior tag enhancement offers excellent clarity in all conditions including extremely low lighting and poor weather.

2. All camera system component operations shall be synchronized to a single, standard, independent, external, and verifiable time and date source.

All components in Brekford's P2S speed monitoring system are connected and synchronized to a central controller (NTP Server). The time and date are synchronized and verified every five minutes.

 The system shall imprint violation information on the image at the point-ofcapture. Information specific to the violation shall include, but shall not be limited to: location, date, vehicle speed, and elapse time between images.

Brekford's P2S speed monitoring system processes all violations at the point of capture. Processing includes a data bar, containing all the violation information, immediately embedded on the image. As

required by law, two images of each violation are captured. The time difference between capture of the two images is set at exactly 0.5 seconds, which is reflected in the data bar of each image. The data bar consists of all of the fields illustrated and described below.

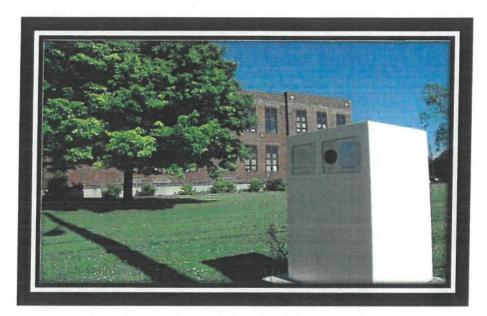


- 1) Date: Date of violation
- 2) Speed: Speed of the photographed violating vehicle
- 3) Time: Time of violation
- 4) Sign Speed: Posted speed limit where the violation occurred
- Operator ID: Operator ID indicating which officer verified and placed the system into enforcement
- 6) <u>Direction</u>: Direction of travel in relation to the system
- 7) SystemID: RADAR serial number
- 8) Location: Location of violation (street and block number)
- 9) Type: Type of infraction (S-speed)
- 10) Code: Unique identifier for the location

4. The camera system shall be modular in construction to facilitate rapid installation and maintenance.

Brekford's P2S speed monitoring system is compact, modular, and self-sustaining with no reliance on external wired connections — a true "off the grid" solution. Full installation and configuration require less than one hour. Onsight routine maintenance typically takes less than five minutes, as any component can be swapped out in a matter of seconds. Nearly all regular maintenance and monitoring functions for the P2S can be managed remotely in real time via Brekford's proprietary system dashboard. Extremely low power consumption coupled with a high capacity battery enables the system to operate completely unattended for approximately two weeks. In certain cases where locations are conducive, at no additional cost, we provide a solar panel with the system which will power the battery continuously and require no periodic swapping. Brekford offers full regular maintenance and support of all systems, including relocations, as part of our turnkey service. However, we can also train the client's technical staff to perform the same functions if internal system oversight is desired.

Ground-Based (fully portable)



Pole Mounted (fully portable)



5. The camera system shall generate secure violation evidence that can be communicated and processed using Contractor's supplies or operated photo enforcement processing systems.

Brekford's P2S speed monitoring system generates a highly secure violation package after each violation is captured. The package is encrypted with Brekford's proprietary format. In order to read or view the violation package, the user must have authorized access to Brekford's P2S camera management dashboard or Brekford's iP360° citation processing software.

The violation package contains recorded violation evidence including:

- i. Image A: The first image captured of the violating vehicle
- ii. Image B: The second image captured precisely 0.5 seconds after image "A"
- iii. Meta Data: Violation data:
 - a) All tracks for violation object
 - b) Time for each track
 - c) ID for each track
 - d) Size of the object
 - e) XVelocity
 - f) XDistance
 - g) YVelocity
 - h) YDistance
- 6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

Brekford's P2S speed monitoring system is capable of enforcing up to 5 lanes of traffic. The flexible configuration enables the operator to identify specific lanes to be enforced. The system is capable of capturing up to 5 violations per second.

7. Camera system shall be capable of accurately measuring speeds, detecting speed limit violations, and photographing incidents.

Brekford's P2S speed monitoring system employs state-of-the-art tracking radar to detect speeds of up to 32 objects (vehicles) simultaneously. A full HD camera is utilized to capture incidents at up to 32MP resolution. These components are synchronized via Brekford's proprietary firmware and software. The system offers built-in triple redundancy:

- 1) Radars have two independent receive antennas, the values measured by both must perfectly match to enable a reported speed;
- 2) The speed is measured first by the Doppler shift and second by the range progress over time, the two measurements being independent and redundant;
- Visual validation on the timestamped images provides a distance over time view.
- 8. The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic.

Our system is capable and is currently being used in a wide range of operating conditions including; heavy traffic volumes, adverse weather conditions, road surface and up to 5 lanes of moving traffic.

 Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light. The P2S is equipped with a Nikon SB-700 AF Speed Light Flash to provide additional lighting at the locations. The flash provides a perfect balance of exposure and performance without causing any driver distraction.

10. In order to minimize operator error, cameras shall be automated as much as possible with regard to set up, i.e., aperture settings, focusing, leveling, etc

The P2S camera is fully automated. The camera contains a highly sensitive light detector which measures the light every 0.1 seconds and adjusts the camera settings based on the lighting, with no need for regular operator interaction.

11. The camera system shall be secure from vandalism or tampering.

In over eight years of our housings being in the field, not one has been breached or vandalized to the point of requiring removal or replacement. The combination of our commercial grade metal housing, polycarbonate window, and security lock provide an extremely secure physical enclosure. The housing also has a powder coated finish which is graffiti resistant.

12. The camera system enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Typical maintenance procedures shall be explained in technical proposal.

The system is fully accessible remotely through the internet and wireless remote communication, and a majority of system maintenance can be done via remote access. Physical maintenance of the equipment is performed without creating a public safety hazard, with no lane closures or traffic interruption.

13. Contractor shall provide a video component in conjunction with the digital camera system. The video shall attach a verification video segment to each speed limit violation and each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for up to sixty (60) calendar days.

A video camera, 50/60 frames per second with 7020p/ 1080P quality, is included in the system. The system records 24/7 and stores over ninety (90) days of video (storage capacity is 512 GB internal SSD and 3TB USB 3.0 External HDD). When a violation occurs, a video segment, for verification, is linked to the time-stamped images. Video length is configurable to client's requirements.

14. The Contractor shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. The Contractor shall explain in their technical submittal what program or system the Contractor uses to confirm the ongoing accuracy of the speed measurements.

Brekford's automated enforcement system uses RADAR to measure vehicles speed. The radar provides a double redundant speed measurement using two or more receive antennas (1st level of redundancy), direct Doppler measurement and range rate measurement (2nd level of redundancy). This does not only make the speed measurement very precise but also allows built-in verification of every single measured speed value. Secondly, the speed is measured by the range progress over time, the two measurements being independent and redundant.

The RADAR used in our automated speed enforcement system has been tested and certified by *The Swiss Federal Institute of Metrology METAS*. The statistical information is provided in the report from *The Swiss Federal Institute of Metrology METAS*, which is available upon request.

To validate the ongoing accuracy of the speed measurement device Brekford uses an independent third party calibration laboratory. The independent third party calibration laboratory tests each RADAR(s) accuracy and provides a Certificate of Calibration (example below) which is recognized in any court proceeding.

Certificate of Calibration



15. All ASE field equipment shall be installed in Calvert County's rights-of-ways with no encroachments onto private property. Calvert County Government reserves the right to expand on roadways with State rights-of-ways as permitting allows.

Brekford will ensure, using plat maps and land surveys, that all equipment is installed within the County's right-of-way, or State right-of-ways as permitting allows.

16. The equipment shall provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of +/- 1 mph per hour.

17. Camera unit housing shall have the following features:

- a. Sealed to be weather, dust, water, and spray resistant;
- b. Securely lockable;
- c. Vandal and tamperproof; and
- d. All glass openings must be bullet resistant.

Housing

The P2S enclosure uses T-304L Stainless Steel and 5052 Aircraft Grade Aluminum. It has a powder coated finish which provides a superior scratch, stain, and graffiti resistance. The housing complies with IP64 standards being totally protected against dust and water sprayed from all directions.

Housing notable features

- High strength with low weight enclosure
- Resistance to corrosion
- Prevention of product contamination
- Resistance to oxidation
- Beauty of appearance
- Ease of cleaning

Locking Mechanism

High-security cam locks protect the systems from being accessed. These high-security cam locks are recognized throughout the world as the standard for protection. The locks utilize hardened, stainless steel inserts throughout the cylinder to provide the ultimate defense against drilling, pulling, and other forms of vandal attacks. Also, the locks have patented key control programs which prevent the unauthorized duplication of keys and maintains system integrity.

Windows and opening

A clear thermoplastic polycarbonate polymer is used for all windows and opening on the housing. The thermoplastic polycarbonate polymer has a high impact-resistance and is usable in a wide temperature range. The main advantage of polycarbonate over other types of plastic is unbeatable strength combined with its lightweight. The polycarbonate window is bullet-resistant; the material is sometimes used in the windows inside of banks.

d. Confidentiality

Information obtained regarding citizens shall be confidential and no information shall be disseminated unless required under the terms of the Contract. Calvert County Government or its designee shall have access to all records.

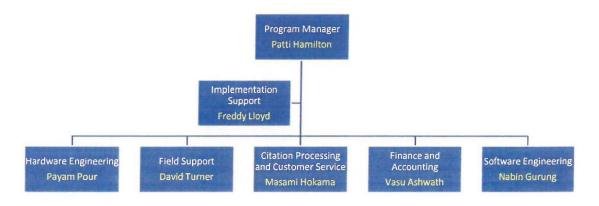
Noted.

D. PERSONNEL EXPERTISE AND EXPERIENCE

1. Organizations and Prime Contractors

Organization/Prime Contractors	Responsibilities
Brekford Traffic Safety - Prime Contractor 28 Full-Time Employees (Hanover, MD)	 Program Management Supply, deploy and maintain ASE Equipment Review and process violation images MVA and NLETS owner information acquisition MVA Flagging Supply and support web-based ticket management system Customer Service Call Center Correspondence management Payment reconciliations Court assistance Invoicing Public awareness campaign assistance
Heartland - Vendor (Baltimore, MD)	Credit Card Payment Processing
Direct Mail Processors - Vendor (Hagerstown, MD)	 Mail-in Payment Processing Correspondence scanning
ACE Printing & Maryland - Vendor (Berlin, MD)	 Printing and Mailing

2. Program Manager and Support Staff



Brekford is organized on a functional basis to provide key expertise and leadership within each of our major areas of operation. For each of our ATSE programs, we identify a specific program manager by name along with key individuals from each functional area to provide direct support to the program

manager. These individuals have ultimate accountability to the program manager in relation to the specific programs to which they are assigned.

Calvert County's program will be managed by Patti Hamilton, an 18-year veteran of the industry. She will be the primary contact for all aspects of the program, including implementation, engineering, field support, citation processing, customer service, and accounting. Ms. Hamilton will have full authority on behalf of Brekford for all decisions related to program implementation and support. Below is Ms. Hamilton's contact information:

Patti Hamilton, Program Manager - Automated Traffic Safety Enforcement Solutions

Office: 410-762-0800; Cell: 240-205-0776; Fax: 410-921-7818

Email: phamilton@brekford.com

Although we prefer to designate a single point of contact for simplicity and accountability, we offer direct access as requested by our clients to program support personnel as well as management personnel, including our officers.

Issue escalation above the program manager, although rarely required, will involve the following management personnel:

- Director of Operations Brad Schaeffer
- Managing Director of ATSE Solutions Maurice Nelson
- Chief Technology Officer Scott Rutherford
- President and Chief Operating Officer Rod Hillman

Program Management Team Bios

Patti Hamilton

Ms. Hamilton manages several of Brekford's ATSE programs. She has extensive experience in both implementation and ongoing program oversight and is able to draw upon internal resources, both technical and administrative, to accomplish complete client satisfaction. She has over 15 years' experience in training, implementing, supervising, and managing citation processing and permit management back-office operations, vendors, and customer service centers for City, County and State Highway Administration programs.

Freddy Lloyd

Mr. Lloyd will provide implementation support to ensure a smooth startup of the program, once contract negotiations are completed. Mr. Flloyd is an accomplished industry expert, being in the industry since 2007; he brings expertise in identifying and implementing technology solutions to solve public safety needs and concerns.

Payam Pour

Mr. Pour will be the hardware engineering contact for the program. He is responsible for the development and ongoing maintenance oversight of our speed monitoring systems and reports directly to our Chief Technology Officer, Scott Rutherford. He has a diverse background as a systems engineer and database manager, with concentrations in both Applied Science Information Technology and Biomedical Engineering.

David Turner

Mr. Turner is Brekford's field support manager. He will be responsible for direct oversight, configuration, and support of all camera systems for the program. He has more than 10 years' experience managing systems and has worked in the industry with Brekford since 2014.

Masami Hokama

Ms. Hokama manages Brekford's citation processing and customer service department. She will be the main contact for the implementation of business rules pertaining to violation processing, mailing, quality assurance, collections, customer service, and adjudication support. She has more than 20 years of experience in customer service and document processing operations.

Vasu Ashwath

Ms. Ashwath will be the accounting contact for the program. She currently serves as Brekford's assistant controller, with over five years of experience in corporate and client accounting, banking, financial management, and general ledger. Responsibilities have included overall management of all aspects of accounting, supervision of employees, preparation of financial reporting and analysis, financial audits, invoicing, electronic payments and customer service.

Nabin Gurung

Mr. Gurung is the software engineering contact for this projects. He is responsible for oversight of Brekford's back-office iP360 Citation Management System and manages all aspects of configuration specific to our clients. Mr. Gurung has an in-depth knowledge of .NET development, encompassing analysis, design, development, and execution of business applications.

Brekford Management Team Bios

Brad Schaeffer, Director of ATSE Operations

Mr. Schaeffer has been with Brekford since 2012 as Director of Automated Traffic Safety Enforcement Operations. He oversees all aspects of ATSE program implementation and operations including field support, citation processing, customer service, collections, and adjudication support. Mr. Schaeffer has personally managed multiple speed enforcement programs and he was instrumental in implementing one of the largest ATSE programs in Mexico.

Maurice Nelson, Managing Director of ATSE Solutions

Mr. Nelson has been with Brekford since 2009 as the Managing Director of Automated Traffic Safety Enforcement Solutions. He was instrumental in introducing the Company to the ATSE industry in 2010 and is responsible for the initial development of our ATSE infrastructure. He possesses 17 years of experience in managing photo enforcement programs, both in the public and private sectors. Before joining Brekford, Mr. Nelson implemented Maryland's first-speed camera program in Montgomery County where he served as Director of Automated Traffic Enforcement. Prior to that, he implemented the first-speed camera program on the East Coast in Washington D.C. and participated in the development of Maryland's enabling legislation for speed camera programs.

Scott Rutherford, CTO

Mr. Rutherford co-founded the Company in 1997. He possess extensive industry knowledge and has served as Chief Technology Officer since 2008. Mr. Rutherford oversees all of our proprietary

technology research and development. He is the key architect of our next generation tracking radar speed and red light photo enforcement systems and specializes in creating sustainable solutions to customers' unique challenges.

Rod Hillman, President and COO

Mr. Hillman has been with Brekford since 2012 and has served as President and Chief Operating Officer since 2013. He is responsible for day-to-day oversight of all Company operations. Utilizing his background of more than twenty-five years of management in various disciplines (finance, capital markets, business reorganization, product development, logistics, and information technology), Mr. Hillman has positioned the Company for international expansion and sustainable long-term growth.

E. REFERENCES

The Scope of Work of References Install and maintain Automated Speed Enforcement Provide web-based violation review and citation Equipment authorization module Issue warning notices and citations · Perform initial screening & data processing of violations Issue delinquent notices and registration hold notices Provide a citation management system with citation Facilitate radar calibration history and audit trail Responsible for site design, engineering, permitting Manage correspondences and construction to install or operate the system Schedule court and prepare court evidence packages Provide traffic controls, signs and barricades as required to maintain safe, continuous vehicular and Provide payment processing services including mail, pedestrian traffic through installation areas web, and phone Relocate systems upon request Provide a customer service call center Provide a robust, fully web-enabled and fully secure citation processing system

Reference 1

Municipality Name: City of Hagerstown, Maryland		
Owner's Name and Contact Information	City of Hagerstown, Maryland; Name: Officer Timothy Culp; Email: tculp@hagerstownpd.org; Phone Number: 301-790-3700	
Product Description	Brekford's P2S Speed Monitoring System – Portable Ground Based; Brekford's iP360 Citation Processing and Management Software	
Quantity	12	
Date Started Date Completed	Current Contract: July 11, 2017 – July 11, 2020 Original Contract (s): March 13, 2012 – July 11, 2017	

Reference 2

Municipality Name: Washington County, Maryland		
Owner's Name and Contact Information	Washington County, Maryland; Name: Sheriff Douglas Mullendore; Email: dmullendore@washco-md.net Phone Number: 240-313-2101	
Product Description	Brekford's P2S Speed Monitoring System – Portable Ground Based; Brekford's iP360 Citation Processing and Management Software	
Quantity	7	

Municipality Name: Washington County, Maryland		
Date Started Date Completed	Current Contract: September, 25 th 2018 – September, 25 th 2021	

Reference 3

Municipality Name: City of Salisbury, Maryland		
Owner's Name and Contact Information	City of Salisbury, Maryland; Name: Major Scott Kolb; Email: SKolb@salisburypd.com ; Phone Number: 410-548-3165	
Product Description	Brekford's P2S Speed Monitoring System – Portable Ground Based; Brekford's iP360 Citation Processing and Management Software	
Quantity	6	
Date Started Date Completed	Current Contract: October 11, 2016 – October 11, 2019 Original Contact(s): September 14, 2011 – October 11, 2016	

F. EQUIPMENT INFORMATION

Provide a description and documentation on the equipment proposed to be used under the Contract.

ASE Equipment

Brekford's automated speed enforcement system (P2S) is proprietary to Brekford Traffic Safety Inc. The systems were developed and are assembled in Maryland. The system uses Radar for object detection, high quality, and super light sensitive camera to capture still images, a wide dynamic range video, and high-performance processor.

Detection

At the heart of the multifunctional speed camera system is our state of the art multi-target radar. These traffic radars determine position, speed vector, and lane index of multiple traffic objects (up to 32 simultaneously) even in complex situations. All kind of objects (cars, trucks, motorcycles, and pedestrians) can be detected, tracked and classified by the radar. Both moving and stopped traffic is detected in both directions (arriving and or departing). The radar sensor has a range up to 400 feet and a field of view of 35° wide covering traffic up to five lanes.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of +/- 1 km per hour. The RADAR is certificated by METAS, (Swiss Federal Institute of Metrology for detection and speed accuracy).

Built-in redundancy is another advantage; the speed is measured firstly by the Doppler shift and secondly by the range progress over time, the two measurements being independent and redundant.

Camera

Our P2S system uses a 16.2 MP CMOS FX Digital SLR with Full 1080p HD. The cameras innovative EXPEED 4 image processing provides flawless detail retention and beautiful noise-free images from ISO 100 to ISO 12,800. The camera's level of detail and sharpness, the wide dynamic range and rich tonality in nearly any light is simply staggering. With the camera's razor-sharp autofocus, super-fast frame rates and image processing we are able to provide smaller file formats, and excellent energy efficiency. Our proposed systems exceed all requirements and expectations, as they will provide the County with highly usable photo evidence.

How It Works

The radar is continuously tracking objects as they pass through the radar beam. The radar begins detecting the object approx. 25 ft from the radar. Each object detected will be given its own identification number and a radar track will be recorded every 0.05 second (Figure – Violation Viewer). When the system detects a vehicle exceeding the enforcement speed, the controller commands the camera to trigger at a predefined distance to capture the first image (a red X will be placed behind the violating vehicle); the camera will trigger automatically 0.5 seconds after the first trigger in order to capture the second image.

With a high-performance 4th Gen I5 Intel Cure processor the captured images will be combined with the meta-data and then processed to generate a data bar (Figure – Data Bar) and final violation package.

Note - The metadata includes: Tracktime, Object ID, Size, XSpeed, XDistance, YSpeed, and Y Distance

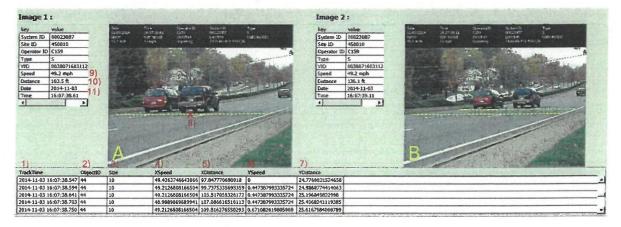


Figure - Violation Viewer

Figure - Violation Viewer Key

1)	Track - Date & Time RADAR track	5) XDistance - Object XDistance*	9) Speed – Speed when violator
	received	from RADAR	photographed
2)	Object ID - RADAR object unique	6) YSpeed - Object movement	10) Distance - XDistance* when violator
	identifier	between lanes	photographed
3)	Size - Object length (meters)	7) YDistance - Object YDistance*	11) Date & Time - Date & Time when
		from RADAR	violator photographed

Figure - Data Bar

24 Hour Video Surveillance and Storage

The system is equipped with a one (1)-terabyte MSATA solid-state hard drive. All violations are saved on the MSATA hard-drive in two locations; one for active data and one for data redundancy and archive data. The system is also equipped with a five-terabyte USB 3.0 ruggedized external hard drive back up which also stores over <u>60 days of surveillance video</u>. The backed up file is housed in a secured separate compartment, accessible using a separate key from the cabinet housing's key.

Data Integrity

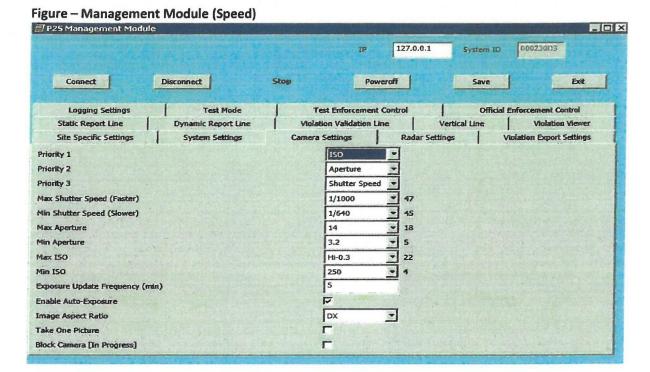
All recorded evidence is performed through automated processes. When a violation occurs, the images, video, and metadata are saved in byte format, using proprietary Brekford algorithm, on the hard drive. The files cannot be viewed or read without the Brekford proprietary application; no files can be edited. The application is locked and only can be accessed by authorized personnel.

Figure - Management module login



System Management Modules

Brekford's proprietary software has a system management module allowing for easy camera set-up. The module also allows users to control settings and added functionalities like image overlays, system testing, and simulation mode. In the management module users can also view violations, set-up continuous enforcement, and select from a vast selection of camera, radar, and system settings.



Capturing usable images during low-light/dark, sun-rise and sunset can be extremely difficult. To accommodate for these difficult times of day and constant light change, our system uses a Solar Position Table to automatically set the camera settings (ISO, Aperture and Shutter Speed) to the optimal settings and in turn produce usable images.

Furthermore, if the camera is placed directly facing into the sun during sunset or sun-rise, typical camera settings will cause photographs to be completely whited or blacked out. Our system comes with a feature to accommodate for the sun-rise/sun-set scenario and adjust for direct light conditions.

In low light and dark environments, some of our competitors use a flash that will light up the whole sky and be very distractive to the violator and other drivers. Our system is equipped with a Speed-Light 700, which blips just enough light to optimize photos for clear and usable vehicle's plates and NOT cause a distraction to the violator or other drivers.

In conclusion, Brekford took each lighting scenario into consideration and has built the system to provide a client with the highest rate of usable images for enforcing on their roadways.

Consecutive Violations

A benefit to an automated speed enforcement system versus traditional enforcement is to perform a correctional action on ALL violators, versus traditional enforcement only being capable to perform correctional actions on a limited number of violators. With this in mind, the P2S system was built with the consideration of being able to capture violators in the scenario when two or more speed violations occur at the same time. The P2S can capture a violation at 1/100th of a second after the prior violation validation image is captured. This superior capability of our automated enforcement system provides a

solution for the County which will not only capture a maximum amount of violators but also curve the driving behavior of a maximum amount of drivers.

Speed System Capabilities

Terrain, enforcement times, locations, user availability, environmental concerns, and legal requirements are some of the constraints placed on the enforcement parameters of most programs. In addition, legislative governing the methods in which a program enforces may change – resulting in the potential future need for new equipment. Brekford has considered this and thus has designed our systems to have a vast array of capabilities to allow for a multiplicity of enforcement scenarios and be upgradable without much need for expensive equipment exchanges. Our current system provides the following capabilities in its current configuration but can be easily upgraded (at the request of the County) to accommodate other related enforcement functions. In the current configuration, Brekford's P2S provide:

- Central web-based application to manage camera setting, adjustments, location specifics,
 RADAR settings, and testing functions
- Photo-enhancer, to optimize photos for clear and usable vehicle's plates
- Remote access with 24/7 monitoring ability
- Time (synced with NTP server)
- Visual overlay identifying the violating vehicle
- Able to enforce up to 5 lanes
- Simultaneous real-time tracking of up to 32 objects
- Full installation and enforcement ready in less than 2 hours
- ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified
- Solar-power capable

Traffic Counting and Classification Capabilities

- · Captures and records the number of violations detected
- Captures and records the number of vehicle passes (by lane)
- Captures and records traffic volume (per approach)
- Captures approach speed of all vehicles
 - o Segments for time-of-day volumetric
 - Segments for day-of-week volumetric
 - Segments lane of travel volumetric
 - o Performs average speed calculations
 - o Performs vehicle classifications (cars, trucks, buses, etc.,)

Housings

Brekford has three housing options for unmanned cameras. The housing used will be based on the preference of the County. The two options consist of a pole-mounted and semi-portable housing solution. The County may select to be uniform or use a combination of the housing options throughout the County. In turn with the flexibility to use different housings, the County has flexibility in where and how they choose to enforce, and the options also make it easier to stay within the County right-of-way.

Pole-Mounted

Brekford pole mounted housing solutions offer ruggedized, self-contained, solar and deployable enforcement cameras that:

- Requires no external power or special permits
- Easily removable and redeployable
- Heavy-duty construction grade to restrict unwanted access
- Limited weight and overall dimensions
- Resists spray paint and other forms of vandalism

Pole-Mount Specifications		
Housing Material	Aircraft Grade Aluminum	
Dimension	19 in. x 19 in. x 10 in	
Camera Window	1/8 in. Makrolon MR2	
Power	100 amp hour lithium ion battery	
Power Source	140 Watt 21% efficiency solar panel (54 in. x 26 in.)	

Pole-Mounted



Semi-portable

The Brekford Semi-Portable Traffic Safety Housing is a self-contained housing for RADAR speed enforcement. The housing is installed in a minimally intrusive manner. With a relatively small footprint, the housings are approximately the size and appearance of a public utility enclosure. Comprised of aircraft grade

Portable Specifications		
Housing Material	Aircraft Grade Aluminum	
Dimension	24 in. x 24 in. x 44 in	
Camera Window	1/4 in. Makrolon MR2	
Power	8 AGM Marine Grade Battery	
Power Source	Bi-weekly battery change	

aluminum, Makron MR2 window and a triple anchor point hardened steel lock the enclosures are practically impossible to be breached. These devices utilize no external power source and do not require tunneling or tapping into utilities. A typical installation uses a pre-formed portable concrete pad or lightweight composite pad installed at ground level off the road. Desired installs can be placed from a distance of 3' to 12' safely off the road in the direction of vehicle travel. An optional 24"x24"12" base can also be used to raise the unit if needed.

Semi-portable



Installation

Brekford understands adding an enforcement camera enforcement system can be a major undertaken for the County due to factors like limited resources, public opinion, and long engineering and installation process. We have taken the time to consider the implication the installation of Enforcement System has on a County and come up with a solution that provides:

- 1. Quick and Easy Installation (less than 1 hour)
- 2. Minimal to no amount of Engineering, DOT, Public Works, and Power Company involvement
- 3. Minimal to No Construction (The ability to utilize existing infrastructure)
- 4. Aesthetically Pleasing
- 5. Green Solution (Solar Powered)

Unlike our competitors, we can deliver this pain-free installation because of our non-intrusive technology, which means devices are NOT buried in the road surface and NO external powered needed.

Maintenance

The County requires that all maintenance of supplied equipment shall be the responsibility of Brekford. Some vendors may interpret maintenance as simply making repairs on knocked down poles. However, Brekford is responsible for all maintenance of equipment in all its programs. This means that there will never be rust on our poles or boxes, cracked concrete foundations, or graffiti markings on the side of our equipment. Brekford realizes that the poles, boxes, and housings on the side of the road are the most visible component of the program to the public. We ensure that our hardware always appears well maintained and rust free because as soon as the equipment appears to be in shoddy condition,

people will question whether the calibration of the system is accurate as well as other components of the program. Brekford technicians visit all sites no less than bi-weekly as part of a routine maintenance program.

Brekford has in place a program of scheduled inspection and routine preventive maintenance as well as established procedures for unexpected repairs and maintenance. Our quality assurance program employs procedures for proactive maintenance to ensure the operation of the hardware and software in our systems as well as routine refresher training for our technicians. All inspections and service visits are recorded in the Field Operations (Field Ops) — camera log file (maintenance tracking) application. If a repair or maintenance procedure is required that cannot be resolved by the service personnel during an inspection process then the same process will be adhered to as when a service call is initiated by County personnel as explained in *Repairs and Service*.

Brekford presents a

proposed maintenance plan

that provides routine

maintenance and checks for

all camera sites at predetermined intervals. This

maintenance is in addition

to routine service and will

be at no cost to the County.

Repairs and Service

The servicing and maintenance of Automated Camera equipment will be the exclusive responsibility of Brekford. The repairing and service of the equipment can be done in a completely non-intrusive manner, meaning no lanes need to be closed. The initial response to any equipment malfunctions will normally occur within a 24-hour period; repairs will be completed within a 48-hour period during normal business hours. Brekford will maintain a service location in State, which is available to provide all necessary maintenance for the Town's cameras.

BREKFORD CAMERA REPAIR OPERATIONAL FLOWCHART

- 1. System alerts Brekford with a camera issue and an immediate electronic trouble ticket will be created by attending personnel taking the work order.
- A trouble ticket will be given to the appropriate engineering/field operations team member for completion and resolution.
- 3. If the issue cannot be resolved within one (1) hour client will be contacted by Brekford Program Manager to inform them of receipt and provide both written and oral documentation of the status.
- Once the issue is resolved the system must be verified up to three (3) consecutive times to ensure the system is working correctly and proper connectivity has been achieved.
- 5. The Completed ticket will then be forwarded to the supervisor who will then confirm issue has been resolved by attempting connectivity again <u>for a fourth successful attempt</u>.
- The client is contacted immediately by email AND telephone to inform that the ticket is closed and the camera re-activation is completed.

Differentiators

- Modular based automated enforcement system and the Speed, Red-Light and Stop-Sign systems
 components are the same. The ability to interchange systems gives the County a much more
 sophisticated enforcement program, and the ability to target different offenses at the same
 location
- All systems have the ability for their sole power source to be <u>solar</u> and leave no footprint in the County
- Speed Triple verification of speed measurement 1) Measurement through the Doppler shift, 2) by the RADARs range progress over time 3) visual validation on the timestamped images

Specification Sheet





12V DC (Circuit Protected)

-22 to 158°F (-30 to +70°C)

Specifications

PIIS system is a low power speed measurement, speed notification and enforcement unit. The state of the art 3D tracking radar integrated with sensitive and high quality image camera as well as low light tag enhancement technology and convenient wireless communication makes the PIIS an ideal system to be utilized in large variety of locations such as residential areas, private roads, school zones, and many other sites. With an addition of a optional cabinet enclosure and proper power source, the PIIS can be securely deployed and quickly brought to its complete operational level within minutes.

PIIS Features and Highlights

General

- o Low Power Consumption with Efficient and Accurate
- Wide Temper
- o All Weather C
- o Secure, Web-
- Simple install: Maintenance

Performance rature Range Operation Operation, High Availability Based User Interference	Detection Range	350+ ft. (106 m)
	Radar Beam Angle	35 Degrees
	Camera Resolution	Up to 36 MP
lation and Low Cost	Wireless Communication	3G/4G LTE (Location Dependent)

Operation Temp.

Power

Housing

o Mobile, Portable or Pole Mounted Options

3D Tracking Radar

- o Simultaneous Real-Time Tracking of Up to 32 Objects
- o Multiple-Lane Coverage (Max. 4 lanes) Up to 106m.
- o Precise Object Position Measurement (±2.5% or <0.25m)
- o Precise Object Speed (Vx and Vy) Measurement (± 0.1 m/s)
- o IP67 All-weather Operation
- Over 90,000 Hrs. of Operation MTBF
- Vehicle Type Classification.
- Advance Sensor Network
- o 4 Interface Options (CAN, RS485, POE, Relay Contacts)
- o ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified

Capture Camera & Plate Enhancer Technology

- o High Sensitivity, Quality and Resolution Images (Up To 36MP)
- 14 Bit Wide-Dynamic Range Sensor
- o Integrated Image Processing
- o Fully Saturated and High-contrast Images
- o Low Light Tag Enhancement Technology (Focused Low Intensity Strobe)
- Readable Tags In Difficult Weather Condition

G. RECORD KEEPING

Provide a description of how the Contractor ensures the accuracy in payments and recordkeeping

Brekford has developed a propriety software iP360 (Appendix B) to manage all citations. The software is designed to track a citation through its life cycle. An audit trail is created by the system automatically logging any action taken on the citation. The software has a module (iManager) allowing users to easily search records, view citation history, view payment history & take a variety of actions (e.g. record notes, schedule court, etc.). iP360 is also linked to the public online payment portal, pay-by-phone, and direct mail processor, recording each payment and matching the payment to the citation. The software comes with ad-hoc reporting, including but not limited to violation data, print and mail history, payment history & adjudication history which our staff uses on a daily, weekly and monthly basis to reconcile records and payments.

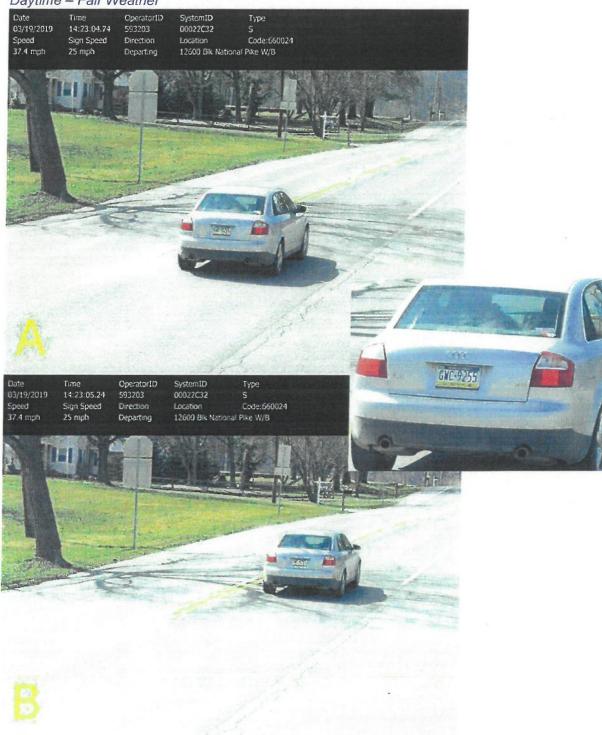
H. RESERVATIONS

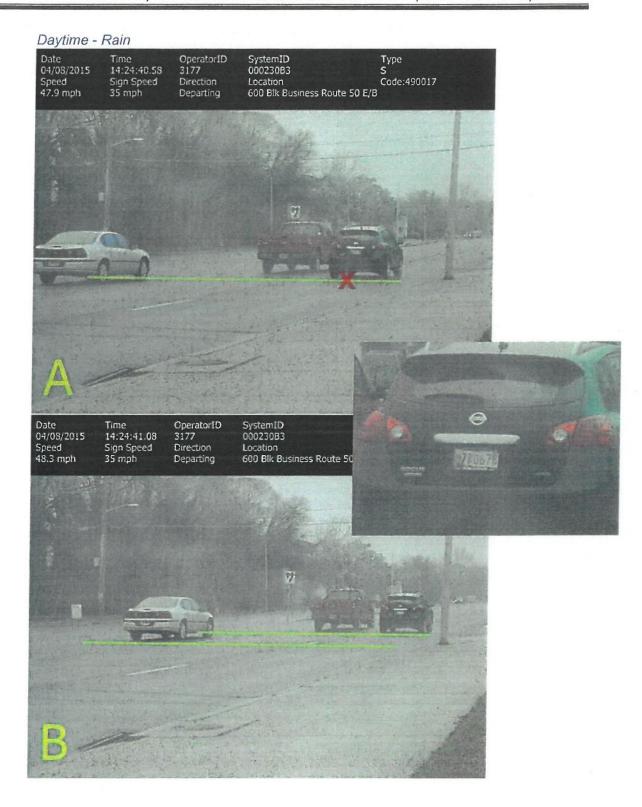
Indicate any reservations or qualifications you may have concerning the fulling of this Contractor.

Brekford does not have any reservations or concerns about qualifications.

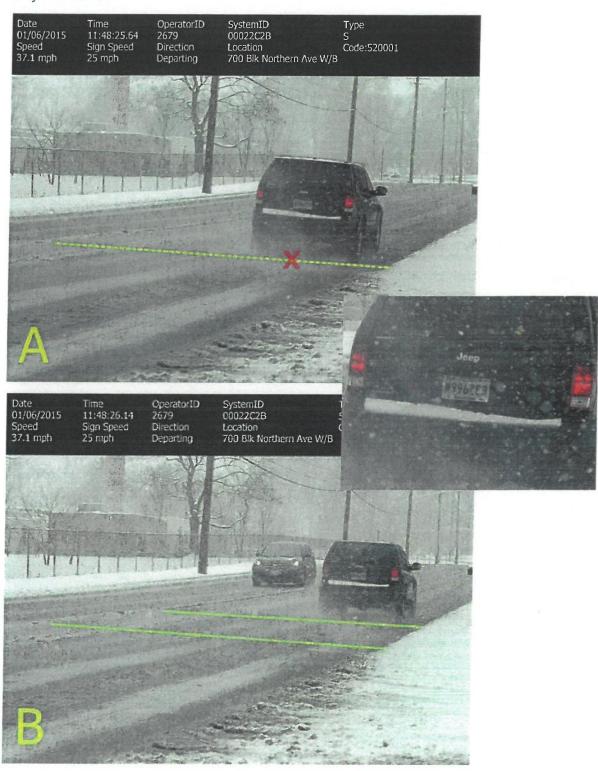
APPENDIX A: SAMPLE PHOTOS

Daytime - Fair Weather

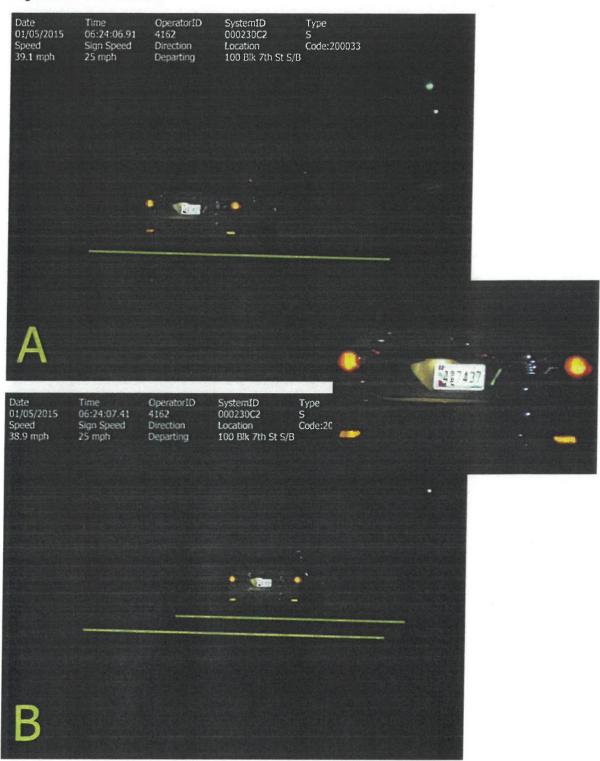




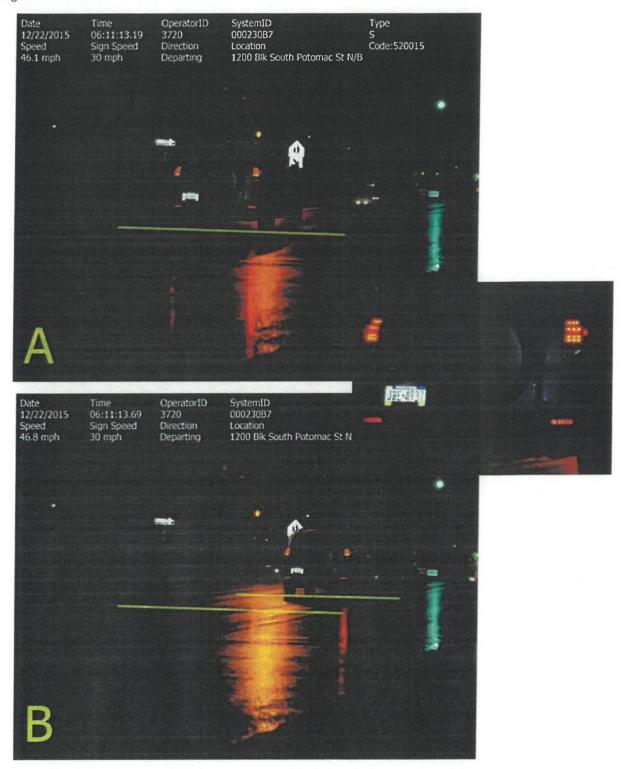
Daytime - Snow



Nighttime - Fair Weather



Nighttime - Rain



APPENDIX B: BREKFORD iP360 CITATION PROCESSING



Brekford's iP360° Software Application is a fully web-based violation processing system wrapped completely around our offered camera systems. Through any workstation with internet access, we provide a secure log-on into our system so that users can authorize, approve, retrieve reports and other functions into the violation system. While system access is provided via the internet, through SSL security certificates, firewalls and other security measures, only persons authorized will be able to access the system.

Our iP360° software automatically generates an electronic audit trail to track all actions. Each individual with access to iP360° will have a unique log-on ID. All user ID's regulate user access based on a client determined user profile.

The iP360° application serves as a 'one-stop-shop' for program management. It has been developed around the various functions needed to successfully operate any violations processing program. Additional functions such as Customer Call Center operations are managed through the various integrated modules in iP360°. As a "Master Control" module, iP360°'s iMANAGER sub-system contains all of the program matrices and functions to provide complete control to manage everything from daily volumes, to work product tracking, to archiving and retention of historical data.

The Brekford iP360° software is a custom application designed as a "Ticket Information Management System" and can accommodate most legacy camera systems. Since the software application resides on our server and is completely web-based, no special hardware is required for access to the system. Any computer system that has web access can be granted access to iP360°.

Brekford's iP360° program support application was designed after extensive business analytics and thus has been designed with client access, rights management and secure data access in mind. The application can be configured to an individual client's requirements and needs with the ability to monitor and control their program timelines and objectives. The iP360° application is designed to be accessed remotely from anywhere over a secure channel which makes it even more reliable for data deliverance. Used with 128-bit SSL encryption and 2048-bit RSA key encryption for safety assurance of privileged information, the system is both secure while still being easy to navigate for any end-user.

Following is an overview of architectural highlights and modules that are designed as part of the iP360° software application:

<u>iManager</u>

- iManager360° is an administrative module used for account overview;
- Allows complete viewing of citation's history;
- Maintains a chain-of-custody for auditing and other purposes

IPROCESS

- Event-to- citation requires an agent or other approval
- iPROCESS360° provides multi-user login simultaneously without overriding another's decision to approve/disapprove an image
- Provides for an auto-logout feature which automatically logs the user out after
 20 minutes of inactivity
- iProcess360° provides the approver with various 'queue' features
- Allows an approver to accept, review, add comments, and disapprove with a reason, and to edit the information
- Integrated for name and address lookup sources (Motor Vehicle Administration/NLETS)
- Approver can mark a violation for supervisor's approval or further review
- Auto-deleted feature to prevent 'expired' images from being processed

iTAG

- Image review and processing
- · Name and address acquisition
- Citation creation
- · Supervisory management tools

iPRINT

- Print queue viewer
- Print-by-batch function
- Local print output capability
- Violation print batch control
- · Electronic print batch reporting

iCOURT

- Court scheduling module allowing re-scheduling and other functions;
- · Generates court documents and automatically creates dockets;
- Provides an interface for adding dispositions automatically applied to the citation;
- Court Clerks on municipal Administrator functions;
- · Evidence can be played, viewed in the court;
- · Data easily transmitted in electronic format to the Courts;

iReport

- Comes bundled with preloaded general report categories
 - Statistical
 - Operational
 - General
 - Collections
 - Financial
- · Reports are generated for user specified periods
- · Reports are easily exported to EXCEL or PDF
- Unique parameters for each report
- Custom report with accompanying bars, charts, and histograms
- User capability to add/delete/modify custom reports
- Additional custom reports can be easily customized and added



APPENDIX C: PROGRAM MANAGEMENT TEAM RESUMES

DAVID D. TURNER

5554 SOUTHWESTERN BLVD BALTIMORE, MARYLAND 21227 DTURNER7105@GMAIL.COM (240) 899-4937

OBJECTIVE

Hardworking and reliable candidate seeking an opportunity to utilize my natural technical abilities to establish a career in a new field. I am eager to learn new skills, have a professional demeanor, have excellent customer interaction skills, work well with others and am extremely dependable.

Certifications

- Harris Teeter Certified DSD Vendor Receiver
- Microsoft Certified Systems Engineer (MCSE):
 Windows Server 2003, Windows 2000 & Windows NT
- Microsoft Certified Systems Administrator (MCSA):
 Windows Server 2003
- Microsoft Certified IT Professional:
 Enterprise Support Technician on Windows Vista
- Microsoft Certified Technology Specialist:
 Microsoft Windows Vista, Configuration & Microsoft Exchange Server 2007, Configuration
- Microsoft Certified Desktop Support Technician: Windows XP
- Microsoft Certified Professional (MCP)
- Microsoft Certified Professional + Internet (MCP+I)

EXPERIENCE

Brekford Traffic Safety, Inc Field Support Manager

January, 2017 - Present

- Manage and train field service technicians and system support personnel
- Ensure optimum equipment uptime and accuracy
- Diagnose and repair, or supervise repairs, of electronics, radar, and video system components
- Develop and maintain system and training documentation and materials, in cooperation with engineering personnel
- Oversee new system deployments
- Develop and implement a safe work environment, including oversight of OSHA/MOSHA standards
- Review employee work to ensure compliance with company and customer objectives
- Interface with clients regarding field support requests and level 1 technical support

Brekford Corp System Support

May, 2014 - January, 2017

- Remotely monitor the photo enforcement systems to ensure systems are operational
- Dispatch FST(s) for on-site trouble shooting when issues cannot be resolved remotely
- Maintain iTicket and ensure all issues are documented within ticketing system
- Responsible for maintaining version control for system's software and hardware

Skills

- Windows 2000 Professional
- Windows XP
 Windows Vista
- Windows 7
- Windows 8
- Microsoft DOS
- Windows 95
- Windows 98
- Windows ME
- Microsoft PowerShell
- Microsoft Desktop Optimization Pack (MDOP)
- User State
 Migration Tool
 (USMT)
- Microsoft
 Deployment
 Toolkit (MDT)
- Microsoft Exchange Server 2000/2003/2007
- Windows Server NT/2000/2003/ 2008
- Active Directory 2000/2003/2008
- Group Policy Configuration and Deployment
- Exchange Design
- Active Directory
 Forest and Group
 Policy Design
- Customer Service
- Troubleshooting
- Ethernet Cabling
- Networking
- Ghost
- Microsoft Office Suite
- Computer

- Monitor systems and perform basic maintenance, such as focus cameras to ensure systems are converting maximum violations into citations
- Performed Level 1 software diagnostics and resolution
- Configuration of systems in iP360
- Monitor violation upload to ensure all violations have transferred from system to backend

June 1999 – April 2013

Hardware
Testing
Computer
Hardware
Troubleshooting
Computer
Software

Technical Trainer and Support Specialist INTGI, Rockville, MD

Taught many disciplines in Microsoft Certification including Windows NT, Windows 2000, Windows Server 2003, Windows 2008 Server, Internet Information Services, Active Directory (2000, 2003 and 2008), Active Directory Group Policy, Exchange Server (2000, 2003, and 2007), SharePoint Portal Server 2001, SharePoint Services 2.0 & 3.0, Windows PowerShell 2.0 and 3.0, Microsoft Desktop Optimization Pack, Microsoft Deployment Toolkit (MDT), User State Migration Tool (USMT), Microsoft Networking, Windows NT Workstation, Windows 2000 Professional, Windows XP, Windows Vista, and Windows 7.

- Designed, installed and maintained corporate network and server infrastructure on Windows 2000 Server with Active Directory and Exchange Server 2000.
- Upgraded and migrated Windows 2000 Directory Services, File and Print Services to Windows Server 2003 and Exchange 2000 to Exchange 2007.
- Built and maintained classroom computer hardware and software according to vendor specifications for classroom use on Microsoft, Citrix, VMWare, CompTIA, Certified Ethical Hacker (CEH), Novell, SUSE Linux, and rental configurations required by customers.
- Designed installed and maintained video surveillance systems for proctored testing rooms.
- Performed imaging of classroom builds to streamline the deployment process using Ghost. Create and update all documentation of the imaging process.
- Performed pre-sales technical analysis to ensure customers were purchasing the correct courses for their corporate requirements.
- Configured and supported PBX phone system, Altigen (VOIP on premises) phone system and hosted 8X8 VOIP phone systems, voicemail and auto attendants for ensuring quality and dependable communications with customers and vendors.

Systems Administrator Systems Flow Incorporated, Rockville, MD

January 1998 - June 1999

- Designed, installed and maintained desktops and server operating systems including Windows NT, Windows Small Business Server 2000 and Windows Small Business Server 2003.
- Managed Active Directory Services, Exchange Server, File and Print Services, file level security, remote access (VPN and Dial-in), CC Mail Server, SL Mail server and company phone systems.
- Installed and supported OTCS as required by individual departments as required by various departments, projects and customer needs.
- Upgraded and migrated Windows NT to Windows Small Business Server 2000 and then subsequently to Windows Small Business Server 2003.
- Planned and migrated for CC Mail to SL Mail and then Exchange email services.
- Responsible for acquiring all computer, server and networking hardware.
- Installation and repair of CAT5 cabling as needed.

Vasu Ashwath Ph: (410) 302 6662 Email: <u>Vasu.Ashwath12@gm</u>ail.com

Assistant Controller with over four years of experience in finance management, general ledger reconciliations, and CFO assistance. My responsibilities have included overall management of all aspects of accounting, supervision of employees and preparation of financial reporting and analysis.

Professional Experience

Brekford Traffic Safety Inc., Hanover MD 21076, 2011 - present Assistant Controller

- Assist with preparation of the budget; Implement financial policies and procedures
- Establish and maintain cash controls; Establish, maintain and reconcile the general ledger
- Monitor cash reserves and investments; Prepare and reconcile bank statements
- Establish and maintain supplier accounts; Processes supplier invoices
- Maintain the purchase order system; Ensure data is entered into the system
- Issue checks for all accounts due; Ensure security for all credit cards and verify charges
- Ensure transactions are properly recorded and entered into the computerized, accounting system
- Prepare income statements; Prepare balance sheets and monthly financial statements
- Prepare quarterly reports and report on variances; Assist with the annual audit
- Maintain the computerized accounting system; Maintain financial files and records
- Oversee the accounts payable and accounts receivable systems in order to ensure, complete and accurate records of all money
- Manage employee files and records in order to ensure accurate payment of benefits and Allowances: Ensure new employees are properly documented; Ensure employee files are established and maintained; Ensure employee electronic files are established and maintained in the computerized accounting system; Oversee administration of benefits entitlements; Verify and report on benefits payments; Verify annual leave records.
- Manage the bi-weekly payroll in order to ensure that employees are paid in an accurate and timely manner
- Provide efficient and effective office management: Manage the filing, storage, and security of documents: Respond to inquiries: Maintain insurance coverage.
- Assist with SEC and financial reporting and documentation

Brekford Corp, Hanover MD 21076, 2010 - 2011 Staff Accountant

- Prepared and verified Balance Sheets, Income Statements, Profit & Loss Statements and monthly forecasting.
- Responsible for accounts receivable/payable, banking transactions, cash management, payroll and analysis of cash flows
- Perform accounting analysis including balance sheet accounts, expense, and salary accruals, and department expense analysis and prepaid and insurance.
- Prepare journal entries, accruals and other adjusting entries.
- Reconcile sub-ledger to general ledger account balances.

- Maintain accurate account and data reconciliation including supporting sub-ledgers journals, and other financial documentation with in a cost-efficient operation.
- Identify and research account discrepancies.
- Review general ledger accounts and correct journal entries.

Castle Wholesalers, Brentwood, Maryland, July 2008 to May 2010 Accounting Assistant

- Process about 150 internet orders a week with an average turnaround time of 2 days
- Interact with customers to resolve issues with order shipment, backorder, and drop-ship
- Additional duties include processing Purchase Orders, AP and AR transactions

Shah Associates CPA, Burtonsville, Maryland, March 2008 - June 2008 Internship Program

- Worked as an intern in the Payroll department
- Duties included data entry, processing the time sheet and preparing paychecks

Technical Skills

QuickBooks, Peachtree, FACTS, Stone Edge Order Manager, Microsoft Outlook, Microsoft Office (Word, Excel, Access, PowerPoint), Visual Basic 6.0, ASP, Oracle 8.0

Education

Bachelor of Science in Accounting, Dec 2008 (Major in Accounting - GPA 3.997) University of Maryland, College Park

PAYAM POURAHMADI

5401 McGrath Blvd, Apartment 1716, North Bethesda, MD 20852 • 301-633-3308 • payam.pourahmadi@gmail.com

PERSONAL OVERVIEW

A dependable worker with a background in both applied science information technology and biomedical engineering. Seeking an opportunity to apply technical knowledge and skills as well as expertise in management, marketing, sales, and customer service. Able to work both independently and collaboratively in a fast-paced environment to meet company demands. Flexible and capable to multi-task with priority, think critically, engage in effective problem solving, and acquire new skills quickly and comfortably.

PROFESSIONAL EXPERIENCE

Brekford Traffic Safety, Hanover, MD System Engineer Manager of R&D/Product Development November 2011 - Present

- Defining complex system requirements, determining system specifications, processes, and working parameters
- · Overseeing machinery orders and allocating assets to ensure efficient spending
- Engaging in system quality testing by determining functional analysis requirements and allocation to ensure that systems respond properly upon design completion
- Resolving design and development using Solid works and Solid edge
- Maintaining awareness of government regulations and ensuring product compliance with mandated protocols to secure company reputation
- Preserving operational equipment by following manufacturer instructions and established procedures, coordinating maintenance and repair services with internal technicians, and requesting external services when necessary
- · Research, identify, evaluate, and develop new technologies for implementation
- Learn new technologies quickly and resolve any problems involved in integrating new technologies with existing systems
- Diagnose and troubleshoot problematic applications
- Create requirements and functional specifications (hardware and software) for proposed systems
- Utilize tools and equipment involved in the performance of essential functions of programming and design
- Plan, process, and perform all assignments in an efficient manner with minimum assistance
- Manage projects with the ability to participate in the long-range planning for new projects
- Specify and select vendor components
- Define project problem, need, and mission statements
- Investigate alternative solution concepts and architectures
- Integrate systems and solutions based on interface requirements
- System Verification/Validation according to defined requirements
- Develop and document the Concept of Operations (ConOps):
- Strategies, tactics, policies, and constraints affecting the system
- · A clear statement of responsibilities and authorities delegated
- Processes for initiating, developing, maintaining, and retiring the system

- Maintain positive relations with other operating groups, specifically manufacturing, technical services, and sales & marketing
- Train less experienced personnel on established methods and facilitate the transfer of technical knowledge
- Exhibit strong, effective, and timely interpersonal and communication skills with the ability to interact professionally with a diverse group of clients and staff
- · Responsible for enabling new product introduction
- Support development, testing, and qualification of new process
- Plan, conduct, the lead design of experiments to identify causes of system issues
- Work closely with various engineering disciplines including mechanical, software and electrical to evaluate design and software expectations

ITT Technical Institute, Hanover, MD

January 2013 - Present

Member, Board of Advisors

- Provide strategic guidance to the executive management team about the development and improvement of the Institute
- Provide links between ITT Technical Institute students and faculty and the strategic environment
- Attend Board meetings and speak individually with counselors to offer education guidelines and recommendations based on personal and practical experience
- Engage in conversations with students to support further knowledge of the workplace

Baltimore Properties Enterprise LLC, Baltimore, MD **February 2012- January 2014**Database Manager

- Ensured integrity of and convenient access to enterprise data
- Determined an organizational structure for storing financial information
- Managed, maintained, and updated rental revenue charts to coordinate with monthly expenses and profits
- Installed and performed troubleshooting on software needed to meet enterprise needs
- Trained employees unfamiliar with internal systems

National Restaurant Equipment and Supply, Laurel, MD February 2012-November 2012 Technical Specialist

- Maintained, processed, and performed troubleshooting on the company's software, hardware, and databases
- Ensured effective delivery and development of the company's systems and equipment
- Tracked company's website activity and properly format products and services advertised to meet customers' demands
- Attended to employee and customer inquiries regarding company technology
- Trained employees unfamiliar with the company's systems and equipment

ITT Technical Institute, Hanover, MD

2012-2014

Coursework relevant to Applied Science Information Technology – Computer Network Systems Honor's Student

GPA: 3.82/4.0

University of Maryland, College Park, MD

2010 - 2012

Bachelor of Science, Biomedical Engineering

GPA: 3.84/4.0

Anne Arundel Community College, Severna Park, MD

2008-2010

Coursework relevant to Fundamental Engineering knowledge

Informatics University of Iran, Tehran, IR

2006-2007

Associate's Degree in Circuitry Engineering

COMPUTER SKILLS

Software: Microsoft Windows, Office, Word, Excel, Project, Power Point, Outlook, Visio, Access, Visual Studio, Solid edge, Solid works, MS Project,

Networks: Storage Virtualization, Network Standards, and protocols, Network Administration, Network Security

Engineering: Systems Engineering, Product Development, Problem Solving, FMEA, Design of Experiment, Root Cause Analysis, Universal Medium Range Radars, System Design

Patti Hamilton

Experience

Brekford Traffic Safety Inc

Program Manager

- Manages multiple photo enforcement programs throughout the United States.
- Responsible for client satisfaction, developing and managing a budget, conversion rate, and increasing revenue.
- Developed program plans and implemented new programs. set project and task timelines.
- Managed and oversaw all internal departments on deliverables associated with contract service level agreements.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence, and deliverables.
- · Prepared and maintained statistic reports.
- Analyzed programs performance for growth, inefficiency and future forecast.

Operations Manager

- Managed the back-office operation of all Speed Camera programs. including telephone customer service, cashiering. document management, citation processing, and quality control.
- Developed and implemented work flow processes.
- Recruited, trained, and supervised all operations personnel.
- Performed as Client Relationship Manager. including the generation of invoices, contract-related correspondence, and deliverables.
- Prepared and maintained statistic reports.
- Managed implementation of the IVR, pay by phone system and Lock Box payment processing.
- Assisted in implementing training programs incorporating all departments.
- Assisted in the development of employee manuals.
- Worked with District Courts and Motor Vehicle Administration to develop documents and acquire system interface for all programs.

Kidd International

Project Manager, Violation Enforcement

- · Managed all Violation Processing operations subcontracts for.
- Montgomery County Parking Enforcement. including Permit Sales offices (3), telephone customer service, and Parking Violations processing.
- DC Violations processing, including parking, moving, redlight camera, speed camera.
- Recruited, trained and supervised all operations personnel.
- Improving customer service based on Client feedback through the development of new policies and procedures. Successfully handled all public related issues and complaints.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence, and deliverables.

Supervisor, Document Processing

- Supervised the staff responsible for back-office processing of all traffic and public works violations, including parking, moving and public space.
- Read, coded, scanned and indexed correspondence and tickets for the image into the adjudication database.
- Prepared daily reports.
- Performed quality assurance checks on images saved to the database.
 Worked with the Client and Adjudication services to improve image quality and system issues.
- Handled all client research and image request.

PRWT

Production Clerk

- Responsible for opening private and commercial accounts on the New York-New Jersey EZpass program.
- Replenished low account balances, collected violation payments.
- Trained new hires on lock-box procedures and processing system.

Nabin Gurung Nabingurung82 @gmail.com 443-682-4336

SUMMARY:

- 5+ plus years of experience in design, development, coding and testing of business/commercial applications using .Net 4.5/4.0/3.5/2.0, C#, ASP.Net(Web Forms/MVC) VB.Net, ADO.Net, XML, Web Services, Restful Service, WCF, Silverlight, WPF, XAML.
- Strong experience in the analysis, design, development and implementation of multi tier web based applications.
- Strong Object Oriented Analysis & Design and Programming skills and good understanding of various design patterns
- Hands on experience in developing the projects using .Net 4.5/4.0/3.5/2.0 framework, Visual Studio 2005/2008/2010/2012/2013, ASP.NET AJAX, HTML, CSS, JavaScript and JQuery.
- > Hands on experience in developing mobile websites using Bootstrap, Modernizer and FriendlyURLS().
- Experience in writing Stored Procedures, Cursors, Triggers and User Defined Functions in SQL Server 2005/2000/2008/2012 and Oracle 9i
- > Hands on experience on reporting tools like Crystal Reports, .NET Reporting and SQL Server Reporting Services
- Experience in end-to-end SDLC, including configuration management using Visual SourceSafe (VSS), Team Foundation Services (TFS), Git, SVN and CVS.

TECHNICAL SKILLS:

Languages:

MVC,C#5.0/4.0/3.5/2.0, VB.Net, Silverlight, VB, JavaScript, VB Script, PHP, Java

Operating System:

Windows 2012(R2)/2008(R2)/2003/XP/2000/NT

Tools and Technologies:

.Net Framework 4.5/4.0/3.5/2.0, ASP.NET 4.0/3.5/2.0, ADO.Net, ASP, ADO, Web services, WCF, Visual

Studio 2013/2012/2010/2008, Adobe Brackets

Database Servers:

SQL Server 2005/2000/2008/2012&R2, Oracle 9i, MySQL, MongoDB

Enterprise Servers:

IIS Server 8.5/7.5/7.0/6.0/5.0

Design Tools:

Magic Draw, MS Visio, Adobe live Designer

Configuration Management:

VSS, SVN, CVS, TFS, GitHub

Reporting Tools:

.Net Reporting Services, Crystal Report, SQL Server Reporting Services

PROJECT EXPERIENCE

Brekford Corp, Hanover, MD

IT Manager /Developer

Aug 2010- Present

Project: Custom Violation Processing/Ticket Management Software/Speed Camera System/ Asset Management Description

Designed the Custom Automated Traffic Enforcement processing and Ticket Management software. This system was used by Brekford Back office to process violation and also served as Call Center Software. This software was also used by Local Police Department to see the violation captured from the Speed Camera and Red Light cameras. Developed Asset Management software to track and maintain the inventory of the items.

Responsibilities

- Developed complete system(iP360 Suite) using C# 5.0/4.0/3.5, Silverlight, WPF, ASP.NET, Ajax, Javascript, JQuery, iTextSharp, Web Service, WCF and .Net reports to generate reports for various scenarios.
 - iP360 Suite consisted of Speed Camera System, Automated Traffic Enforcement System, Parking Management System, Delinquent Citation Collection System, Asset Management
- Worked on Nikon Camera SDK's to control and trigger (C#, Threading, Delegates, EventHandlers).
- Worked on Radar System and SDK's (Interfaced with Serials Ports to communicate with radar to control, receive and send data).
- Developed the database using SQL Server 2008 R2/2012 R2
- Interfaced with Third party Web Services and API's.(DMV, MVA, NLETS, Payment Systems, Mail Processing, IVR Systems)
- Actively involved in Database design, Queries, Views and Stored Procedures.
- Providing support and maintenance to the software.
- Implemented for third party frameworks like Telerik and Obout.

Environment

C# 5.0,4.0/3.5, WPF, XAML, VS 2010/12/13, Web Services, WCF, ASP.NET, AJAX, SQL Server 2008 R2/2012 R2, MongoDB, Windows 2008/2012.

1p360 Suite (Currently working)

- Rewriting all the ticket management software originally built in Asp.net Web forms that is used by Law Enforcement Agencies
 using C#5.0, 4.5, MVC, ASP.net, Ajax, WCF, Entity Framework.
- Developed portal for clients to view reports and graphs of their programs using the Obout Controls and Telerik Controls.
- Deployed the MVC application.
- Providing constant upgrades, support and maintenance to the software.

Environment

C# 5.0,4.0,VS 13, MVC, WCF, ASP.NET, AJAX, SQL Server 2008 R2/2012 R2, , Windows 2008/2012.

Online Document Management ("IWorx")

Responsibilities

- Developed Online Secured Document Management Systems.
- Clients upload the documents online and tracked the documents.
- Features include (User Access Modules, Upload and Download Documents, User Authentication, Form Validation, View Documents etc.).
- Designed the Front End UI.
- Wrote the Business, Model and View Logic.

Environment

Asp.net Controls, C#5.0,4.0/3.5, Stored Procedures, HTML5, Bootstrap, JavaScript, CSS, AJAX, WCF with REST services

Tools used

Telerik web controls, Obout Web Controls, Visual Studio, Sql Server

Trouble Ticket Management

- Developed Issued Tracking Software that tracks and manages the Issues.
- Features include upload and download attachments, user friendly, based on user Types and Rights).
- Tools Used (C# 4.0/3.5, Telerik web controls, Obout Web Controls, Asp.net Controls, SQL Server, Stored Procedures, JavaScript, CSS, AJAX, Web Services, Visual Studio).

Web Payment

- Designed UI, developed and Implemented Secured Mobile friendly online payment system that integrates the Heartland Web Payment API (secure Submit SDK) for online Traffic Enforcement Ticket and Parking Tickets Payment website.
- Features Include User Authentication, Secured images and documents URLS.
- Used JQuery plugins like fancy box and color box.
- Disable right click and back buttons, Error Logs, User Tracker, etc.
- Wrote Session Timer indicator in JavaScript.
- Wrote the WCF with the REST services for Model.
- Wrote the Business, Model and Presentation Layers.
- Tools Used (C#5.0, 4.0/3.5.net, Asp.Net, Stored Procedures, Web Services, Heartland API, Ajax Control Toolkit).

Parking Solutions

Developed enterprise web based parking ticket management solutions. Features include:

- Integrated Solution
- Parking enforcement; permit management, online payment System, Hybrid Reporting
- Based on both Plate and Summons based Platform
- Built based on Open architecture (Industry Standard) (Interchangeable)
- Scalable.
- Secure Authentication
- Fully tested Application
- User/Mobile Friendly
- Managed/Web Managed Solution
- Work Across Multiple Platforms/browsers
- Built on Ticket Management Philosophy
- Dynamic/Hybrid reporting
- Full built in Management/Quality Controls
- Integrated Workflows
- Cashiering Capabilities
- Turn Key Operations for End to End Solutions
- Centralized System.

Tools Used (C#5.0,4.0/3.5, Entity Framework 5.0, Stored Procedures, Telerik, Obout, Visual Studio, Asp.net, web services, JavaScript, Ajax, CSS, HTML, SQL Server).

Beauty Parlor Website

Designed and Developed a Mobile Friendly Beauty Parlor Website for a Client using the Adobe brackets and notepad++. **Responsibilities:**

- Designed UI and Layout for the website using HTML5, CSS, Bootstrap, JavaScript and CSS.
- Developed a slider for slideshow using JavaScript.
- Enhanced the images using the GIMP software.
- Wrote the whole page layout using CSS.

Sushi Restaurant Website (currently working on as a side project)

Designed and Developed a Sushi Restaurant Website for a Client using Visual Studio and Adobe brackets. **Responsibilities:**

- Bought a Domain Name (www.tttstar.net) for Client and hosted on godaddy.com
- Designed UI and Layout for the complete website.
- Developed a slider for image slideshow using JavaScript.
- Daily communication with the clients and changed the layout according to their needs.
- Used the fancy box and color box ¡Query plugin.
- Create an image gallery using jQuery.
- Created Product Page using Bootstrap, CSS and Json.
- Used the Modernizer and Asp.net Friendly URLS.

Environment:

Bootstrap, HTML5, CSS, GIMP, JavaScript, JQuery

Robert Technologies, Alameda, CA Role: Computer Technician

Aug 2009 -Aug 2010

Responsibilities:

- Planned, assembled and installed computer systems in designated networks as per specifications.
- Installed and configured IT network components and assisted in the implementation of designed IT network configuration.
- Performed customer services on different firms departments and resolved hardware and software technical problems in the system elements after detailed analysis, including computer failures and software malfunctioning.
- Monitored and administered IT systems of firms and made recommendations to senior managers regarding hardware replacements, upgrades and new installations required.
- Provided solutions and technical guidance to clients facing technical issues and difficulties.

Maintained records of hardware issues, performance and supplies.

Academic Qualifications and Certifications

- Bachelor Of Computer Science (Programming Major), Strayer University (2009)
- Coursework in Information Technology
- Coursework in Programming Languages, Database Systems.
- Top Student Excellence Academic Achievement Award.
- Java Developer Certification in 2001 By NIIT.

MASAMI HOKAMA

7904 Evesboro Drive Phone: (443)454-6473 Severn, MD 21144

E-mail: masami.hokama@gmail.com

OBJECTIVE

Recent Medical Billing and Coding graduate with experience in providing high-level customer service, seeking a billing related position in a medical facility.

SKILLS

CPR Certified

Medical Laws & Ethics

HIPAA Understand/Confidentiality

HCPCS Coding Principles

CMS-1500 form

Perform CPT-4 Coding

☐ Perform ICD-9 Coding

☐ Insurance Form Preparation

Medical Terminology

Use of Office Machines

Organize & File Patient Records

Scheduling Appointments

Billing/Collection Procedures

Medical Billing Software

Microsoft Office

□ Fluent in Japanese

EDUCATION

TESST College of Technology

Graduated 4/2012

NHA Certified Billing and Coding Specialist; 4.0GPA

Baltimore, MD

Okinawa Christian Junior College,

Graduated 1987 Associate of Art, English

Okinawa, Japan

EXPERIENCE

Brekford Traffic Safety, Inc.

Program Support Manager

Glen Burnie, MD Manage day-to-day back office operations

Oversee Customer Service and Processing Monitor and enforce Policy and procedures

Assist in Quality Assurance and Processing when necessary

Communicare Family and Companies Inc.

2/2012 - 3/2012 Glen Burnie, MD

3/2012-Present

Medical Billing and Coding Extern

- Entered and updated VISION (AR system)
- Completed UB-04 forms
- Prepared and sent Medicare claims via the CMS system (IVAN)
- Conducted insurance follow-up
- Assisted handling Resident Banking Services
- Participated in weekly meetings for aged accounts
- Organize and file resident records

VISA INC.

1995 - 2010

Customer Service Team Lead (2000 – 2010)

- Managed call center operations
- Successfully handled escalated customer complaints Trained new hires on process/applications
- Participated in team members' performance evaluations

Owings Mills, MD

Customer Service Associate (1992 – 2000)

- Answered calls from customers in need of assistance with lost/stolen card, an emergency replacement card, and cash disbursement
- · Documented all report information accurately in a timely manner

OKINAWA KENSHINREN BANK

1987 - 1991

Executive Secretary/Teller

Okinawa, Japan

- Processed banking transactions including deposits, check cashing and money orders
- · Maintained records and problem resolution for clients
- Scheduled appointments and business meetings, answered phones, arranged travel, maintained files, and transcribed notes

VOLUNTEER WORK

US-Japan Council, Washington DC

3/2011 - Present

- Translating documents/articles from/to Japanese/English
- · Assisting staff with various tasks during conference; registration desk, usher duty, etc

Frederick L. Lloyd

2931 Indiansummer Ct. Abingdon, MD, 21009 | 443-417-8272 | frederick.l.lloyd@gmail.com

EDUCATION

TOWSON UNIVERSITY, Towson, Maryland

September 2003 to January 2006

☐ BS in Sports Management with a minor in Business Administration

HARFORD COMMUNITY COLLEGE, Bel Air, Maryland

August 2001 to May 2003

General Studies

WORK HISTORY

BREKFORD TRAFFIC SAFETY, INC.

February 2017 to Present

Implementation Manager

- · Serve as the first point of contact to manage multiple clients needs during implementation
- Design and manage the implementation process for new business
- Follow the pre-defined implementation process; meeting deadlines, SLAs and ensuring the Customer's expectations are managed during the entirety of the implementation process
- Manage internal and external groups to ensure the project is implemented on time, within cost, and exceed clients expectations

BREKFORD CORPORATION

January 2013 to February 2017

Field Support Manager

- Provides supervision and guidance to field service technicians. Schedules daily requirements for all field operations. Reviews daily work documentation.
- Oversees and performs the installation of Brekford ATEG Technology. Including Smartmicro radar systems and Nikon Camera Products.
- Works closely with Remote System Support team and municipalities to keep service levels high, minimize system and hardware downtime, and identify and resolve system related issues. Resolves escalated system and quality issues. Performs daily checks of enforcement systems connectivity to confirm systems are operational.
- Coordinates interdepartmental involvement with any high priority issues.
- Coordinates and performs field studies as required for business development.
- Ensures deadlines are met while keeping active equipment above contractual requirements.
- Provide training to technicians as needed.

AMERICAN TRAFFIC SOLUTIONS

August 2007 to January 2013

Field Engineer

- Assisted Construction Manager/Project Manager with managing subcontractors.
- Assembled, configured and tested 120 volt and low voltage electronic systems. Replaced electrical components and installed electronic hardware.
- Developed and implemented maintenance procedures for all intersections.
- Installed and configured Nortel and Cisco communications equipment.
- Set up and accessed remote computer systems. Tested remote data acquisition software and hardware.
- Maintained red light camera sites in Baltimore, Frederick, and Delaware.

THE TEL-NET GROUP,

March 2007 to August 2007

Field Technician

- Installed Voice, Video, and Data equipment and infrastructure.
- Worked with client team leaders to read blueprints and determine device and cable locations and access points.

WELSH ENTERPRISES,

May 2004 to August 2005

Survey Crew

- Performed surveying and engineering services including writing legal descriptions, researching deeds, plats, and data collection and entry.
- Assisted with property and general office management.

SKILLS

- Proficient with Microsoft Suite. Experienced with ticketing systems, including Astea and Quickbase.
- · Metrocount Certified
- Forklift Certified

APPENDIX D: ADDITIONAL INFORMATION

Brekford Traffic Safety, Inc., along with its affiliates, officers, and employees, is independent of Calvert County Government, as well as any component units of Calvert County Government and Departments, as defined by generally accepted auditing standards and the U.S. General Accounting Office's Government Auditing Standards. We affirm that there are no professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years. For clarity, the only relationship involving Brekford Traffic Safety and the County within the past five (5) years has been a contractual relationship to provide automated speed enforcement services.

STATE OF MARYLAND Department of Assessments and Taxation

I, MICHAEL L. HIGGS OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF THE STATE OF MARYLAND, DO HEREBY CERTIFY THAT THE DEPARTMENT, BY LAWS OF THE STATE, IS THE CUSTODIAN OF THE RECORDS OF THIS STATE RELATING TO THE FORFEITURE OR SUSPENSION OF CORPORATE CHARTERS, OR THE RIGHTS OF CORPORATIONS TO TRANSACT BUSINESS IN THIS STATE AND THAT I AM THE PROPER OFFICER TO EXECUTE THIS CERTIFICATE.

I FURTHER CERTIFY THAT BREKFORD TRAFFIC SAFETY, INC. (F11408911), QUALIFIED JULY 20, 2006, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF DELAWARE AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT INTERSTATE, INTRASTATE AND FOREIGN BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS MARCH 17, 2019.

Michael L. Higgs

Director



301 West Preston Street, Baltimore, Maryland 21201 Telephone Baltimore Metro (410) 767-1340 / Outside Baltimore Metro (888) 246-5941 MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: cRwn5StNmUu_BsqHiP2_fA To verify the Authentication Code, visit http://dat.maryland.gov/verify

AGREEMENT

This Agreement made this **16th** day of **July** in the year **2019**, by and between

Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc. 7020 Dorsey Road Building C Hanover, Maryland 21076

hereinafter called the Contractor, and the Board of County Commissioners for Calvert County.

WHEREAS, the contract

RFP 2019-076

Automated Speed Enforcement System

with the cost to Calvert County Government to be cost neutral as citation fees collected per month shall be the source of payment towards the monthly lease fee per unit of Two Thousand Eight Hundred Dollars and No Cents (\$2,800.00) in accordance with page 22, 2A, 23) and any approved citation fees collected exceeding the monthly fee shall be paid to the Board of County Commissioners for Calvert County

subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS
PRICE PROPOSAL
SPECIFICATIONS
GENERAL TERMS AND CONDITIONS
NON-COLLUSION CERTIFICATE
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
QUESTIONS AND ANSWERS/CLARIFICATION NO. 1
QUESTIONS AND ANSWERS/CLARIFICATION NO. 2
ADDENDUM NO. 1
CONTRACTOR'S TECHNICAL SUBMITTAL
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners for Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners for Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners for Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners for Calvert County does hereby covenant and agree that the cost shall remain cost neutral to the Board of County Commissioners for Calvert County and citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee and any approved citation fees collected exceeding the monthly fee shall be paid to the Board of County Commissioners of Calvert County by the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc.** and the Board of County Commissioners for Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc.

AUTHORIZED CONTRACT
REPRESENTATIVE
SIGNATURE
TITLE
WITNESS
BOARD OF COUNTY COMMISSIONERS
FOR CALVERT COUNTY

WITNESS

APPROVED FOR LEGAL
SUFFICIENCY ON
BY:

SIGNATURE
TITLE

(SEAL)

COUNTY ATTORNEY

AGREEMENT

THIS AGREEMENT is entered into this _____ day of ______, 2020, by and between the Board of County Commissioners of Washington County, Maryland, a body corporate and politic and a political subdivision of the State of Maryland, with offices located at 100 West Washington Street, Hagerstown, Maryland 21740 ("the County"), and Rekor Recognition Systems, Inc., a Delaware corporation, with its principal place of business located at 7172 Columbia Gateway Dr., Ste 400, Columbia, Maryland, 21046 ("Rekor" or the "Contractor").

RECITALS

WHEREAS, in or about March 21, 2019, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2019-076 AUTOMATED SPEED ENFORCEMENT SYSTEM; and

WHEREAS, after completing its formal purchasing process, on or about August 26, 2019, Calvert County awarded the contract for an automated speed enforcement system to Contractor and entered into a contract with Contractor for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Calvert County Request for Proposal RFP Number – Purch 2019-076; (2) Questions and Answers/Clarification No. 1; (3) Questions and Answers/Clarification No. 2; (4) Addendum No. 1; (5) Contractor's Technical Submittal dated March 21, 2019; and (6) Agreement between Calvert County and Contractor dated July 16, 2019; and

WHEREAS, the Calvert County Contract provides that Contractor will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the County desires to retain the services of Contractor to provide an automated speed enforcement system for the County; and

WHEREAS, Contractor has agreed to extend the terms of the Calvert County Contract to the County; and

WHEREAS, the County desires to retain the services of Contractor to provide an automated speed enforcement system under the terms and conditions set forth herein.

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the County and Contractor hereby agree as follows:

- **1. Recitals Incorporated.** The above Recitals are incorporated into this Agreement as operative provisions hereof.
- 2. Services Provided. Contractor shall provide to the County the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, as the Contract is amended by Contractor's Technical Proposal dated March 21, 2019, attached hereto as a portion of Exhibit A ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof, *below*.

Contractor agrees to accept the County's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Contractor further acknowledges that the County retains the right to reduce the scope of the Services herein contracted, in order to meet its needs and the County's established budget and schedule.

3. Fees. The County hereby agrees to pay Contractor as full consideration for the Contractor's satisfactory performance of its obligations under this Agreement the following sums:

FOR EACH AUTOMATED SPEED ENFORCEMENT SYSTEM THAT IS IN OPERATION: \$2,800.00 per month, for up to twenty-six (26) speed enforcement systems.

FOR EACH CITATION PAID VIA CREDIT CARD: \$4.00, collected as a convenience fee through the web or IVR service.

Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the County at the County's address set forth herein below. The Contractor must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Contractor shall also:

• Mail up to three (3) notices per violation (including late notices);

- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of the County;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the County).

The Contractor shall submit monthly invoices in a form and format to be approved by the County. At a minimum, each monthly invoice must contain a report that includes all full payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month and must be submitted to Sheriff Doug Mullendore, Washington County Sheriff's Office, 500 Western Maryland Parkway, Hagerstown, MD 21740. All periodic Reports described above shall also be submitted to Sheriff Mullendore. The program shall be and remain Cost Neutral to the County, as further described at Page 22 in Paragraphs 23 a. – c. of Exhibit A.

4. Term. The term of this Agreement shall be for a period of one (1) year commencing at 12:00
a.m, 2020 ("the Effective Date"), and terminating at 11:59 p.m. on, 2020.
At the sole option of the County, the term of this Agreement may be extended for four (4)
additional one (1) year periods under the same terms and conditions set forth herein. This
Agreement will automatically renew unless the County provides notice of nonrenewal to the
Contractor at least ninety (90) calendar days prior to the termination of the initial term of this
Agreement or any subsequent term.

- **5. Contract Documents.** The Contract Documents shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:
 - (1) All documents comprising the Calvert County Contract, Exhibit A hereto; and
 - (2) Insurance Certificate naming the County as an Additional Insured, Exhibit B hereto.

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the County. Similarly, whenever there is a reference in the

Calvert County Contract to an obligation to be performed by a person with Calvert County, such

reference shall be replaced with the County's Sheriff or his designee. Contractor represents and

warrants that it is completely familiar with and will comply with all applicable Federal, State and

local laws and does not require that all such laws be specifically referenced.

6. Conflict Between Documents. In the event of a conflict between this Agreement and any of

the Contract Documents, the terms of this Agreement shall prevail.

7. Ethics. The person executing this Agreement on behalf of the Contractor certifies that he

understands and shall abide by all applicable provisions of the County's Code of Public Local

Laws, as amended from time to time, dealing with conflicts of interest, prohibition against the

solicitation or acceptance of gifts, etc.

8. Notices. This Section shall supersede the terms of any "Notice" provisions of the Calvert

County Contract. All notices or other communications required or permitted hereunder shall be

in writing and delivered either (a) by hand or (b) by fax or electronic mail and (c) by U.S. mail,

postage prepaid, certified or registered return receipt requested, addressed as follows, unless

otherwise directed by the County or Contractor:

To the County: Washington County Sheriff's Office

Sheriff Doug Mullendore

500 Western Maryland Parkway

Hagerstown, MD 21740

With a copy to: John M. Martirano, County Attorney

Washington County Attorney's Office 100 West Washington Street, Suite 1101

Hagerstown, MD 21740

To Contractor: Rekor Recognition Systems, Inc.

Rodney Hillman

7172 Columbia Gateway Dr. Ste 400

Columbia, MD 21046

RHillman@rekor.ai

With a copy to: Crowell Morning LLP

1001 Pennsylvania Ave NW Washington, DC 20004 Attn: Lex Eley, Esq. LEley@crowell.com

9. Doing Business in Maryland. Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. &

Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

10. Record Retention, Audits and Inspections. The Contractor shall retain all financial and

programmatic records for a period of three (3) years from the date of issuance of final payment

hereunder. Furthermore, Contractor shall permit the County to have access to any and all records,

including subcontracts, covered by this Agreement. Access shall be available at any time during

normal business hours and as often as deemed necessary by the County.

11. Insurance. Contractor shall maintain all insurances and in such amounts and form as are

required by the Calvert County Contract; however, the insurance certificates therefor shall name

the County as an additional insured.

12. Liquidated Damages. Contractor shall be responsible for liquidated damages if more than

5% of the potential violations submitted in a calendar year are found to be erroneous as determined

in Maryland Annotated Code, Trans. Article §21-809(a)(3). If the 5% threshold is reached, the

Contractor shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by

the County.

13. Refunds. If the County provides a refund of fees paid to the County, the County is responsible

for the refund monies.

14. Radar Maintenance. The Contractor shall be responsible for maintaining the radar units,

including all costs. The maintenance will include a third party independent calibration of the

systems at each of the following events:

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- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the County, and written documentation will be sent to the Contractor. This laboratory will not change unless the Contractor is notified in writing.

- 15. Warranties. Contractor represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Contractor shall comply with all applicable laws, rules and regulations in performing services under this Agreement.
- 16. Severability. If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.
- 17. Governing Law. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of law provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commended exclusively in the state courts in Washington County, State of Maryland.
- **18. Entire Agreement.** This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

IN WITNESS WHEREOF, on the date herein above set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:		RECOGNITION SYSTEMS, INC.
	BY:	Rodney W. Hillman, COO
		7172 Columbia Gateway Dr. Ste 400 Columbia, MD 21046
		Federal I.D. Number: 20-4086662 E-mail: rhillman@rekor.ai Telephone: 410-762-0800
ATTEST:		BOARD OF COUNTY COMMISSIONERS OF WASHINGTON COUNTY, MARYLAND
Vicki C. Lumm, Clerk	BY:	Terry L. Baker, President
		100 West Washington Street, Suite 1101 Hagerstown, MD 21740
Approved as to form and legal sufficiency:		Reviewed and approved:
Kendall A. McPeak Assistant County Attorney		Doug Mullendore, Sheriff Washington County Sheriff's Office 500 Western Maryland Parkway Hagerstown, MD 21740 E-mail: dmullendore@washco-md.net Telephone: 240-313-2101



Board of County Commissioners of Washington County, Maryland

Agenda Report Form

Open Session Item

SUBJECT: Coronavirus Emergency Supplemental Funding– Approval Submit Application and to Accept Awarded Funding

PRESENTATION DATE: September 22, 2020

PRESENTATION BY: Major Craig Rowe, Washington County Sheriff's Office and Allison Hartshorn, Grant Manager, Office of Grant Management

RECOMMENDED MOTION: Move to approve the submission of the grant to Governor's Office of Crime Control and Prevention in the amount of \$30,365.00 and accept funding as awarded.

REPORT-IN-BRIEF: The purpose of the Coronavirus Emergency Supplemental Funding Program (CESF) from the Governor's Office of Crime Prevention, Youth and Victim Services is to identify the barriers to ongoing services provisions and critical short-term needs, as well as longer term need to address a sustained or resumed state of emergency related to COVID-19.

DISCUSSION: The Washington County Detention Center's Covid-19 program helps to prevent, prepare for, and respond to the coronavirus. The program allows the jurisdiction to address the immediate and future needs for COVID-19. In conjunction with Global Tel Link Corporation (GTL) which serves as the facilities Visitation Services Manager and the provider of the Wireless Inmate Tablets, we wish to expand services to the facility by adding state-of-the-art remote visitation for our inmate population and their families. Grant funds will provide hardware needed for monitoring, recording, and storage of the remote visits. Additionally, the facility is seeking funding to offset additional medical expenses incurred during this pandemic by not enforcing the reverse per diem agreement between the facility and PrimeCare Medical, the facilities medical services provider. PrimeCare Medical has expended enormous energy and efforts to thwart the spread of COVID-19 in our facility. These efforts include, but are not limited to, daily temperature assessment of staff and inmates, care delivery to housing units, testing, daily conference calls, etc. Due to the care provided medical staff work load and expenses have increased in order to contain and prevent possible spread of the disease throughout the facility.

FISCAL IMPACT: Provides \$30,365 for the Sheriff's Office related expenses which may otherwise be added to the Sheriff's Office budget.

CONCURRENCES: Susan Buchanan Director, Office of Grant Management

ALTERNATIVES: Deny acceptance of funds.

ATTACHMENTS: N/A

AUDIO/VISUAL NEEDS: N/A