

Mayor and Council Executive Session and Work Session April 15, 2025 Agenda

"The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe, and vibrant neighborhoods."

"The City of Hagerstown shall be a community focused municipality"

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

"I find the great thing in this world is not so much where we stand, as in what direction we are moving" – Oliver Wendell Holmes, Sr.

2:30 PM The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

2:30 PM EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall*

4:00 PM WORK SESSION

4:00 PM 1. Proclamation: Sexual Assault Awareness Month

4:10 PM 2. FY2026 Budget Review – *Scott Nicewarner, City Administrator, Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*

5:00 PM 3. Preliminary Agenda Review

5:10 PM 4. Hagerstown Field House Operational Reports & Financial Wrap-Up – *Jim Bender, City Engineer and John Wack, President - Eastern Sports Management*

5:25 PM 5. Follow Up to the Pangborn Park Fishing Discussion -- *Eric Deike, Director of Public Works*

5:45 PM 6. Update on Invest Hagerstown Homeownership Initiative Grant - *Amanda Gregg, Business & Community Development Finance Specialist*

6:00 PM 7. Invest Hagerstown Program Update - FY25 - *Chris Siemerling, Economic Development Specialist*

6:15 PM 8. Subrecipient Grant Agreement for Main Street Startup Grant Program - *Chris Siemerling, Economic Development Specialist*

6:30 PM 9. Wastewater Deduct Meter: Maryland Cultivation and Processing, LLC at 560 Western Maryland Parkway, Hagerstown – *Nancy Hausrath, Director of Utilities*

6:45 PM 10. Request for New Position: Water Meter Serviceperson - *Nancy Hausrath, Director of Utilities and Tyler Puffenberger, Deputy Director Water and Wastewater*

7:00 PM 11. Speed Camera Contract Extension/Stopgap Contract - *Chief Paul "Joey" Kifer*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

The Mayor and Council will meet in Open Session only for the purpose of voting to close its meeting to discuss matters that the Open Meetings Act permits it to discuss in Executive/Closed Session.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

EXECUTIVE SESSION – *Council Chamber, 2nd floor, City Hall*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

April_15__2025_Executive_Session.pdf

Description

Executive Session Agenda



MAYOR AND CITY COUNCIL EXECUTIVE SESSION APRIL 15, 2025 AGENDA

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

2:30 p.m. EXECUTIVE SESSION

1. To consider the investment of public funds; (#5)

** Loan Repayment Agreement*

2. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; (#4)

** Two (2) Business Proposals*

3. To discuss: the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; (#1)

** Board Membership – Ethics Commission*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council

DATE: April 15, 2025

PLACE: Council Chamber, 2nd floor, City Hall

TIME: 2:30 p.m.

AUTHORITY: **ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE: Section 3-305 (b) :**

1. To discuss:
 - ☒ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects one or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☒ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☐ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

EXECUTIVE SESSION AGENDA

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740
301.739.8577, Ext. 113 • Telephone for the Hearing Impaired 301.797.6617

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation: Sexual Assault Awareness Month

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

FY2026 Budget Review – *Scott Nicewamer, City Administrator, Michelle Hepburn, Chief Financial Officer and Brooke Garver, Accounting & Budget Manager*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY26_Budget_Review_Memo_04-15-2025.pdf

Description

FY 2026 Budget Review



CITY OF HAGERSTOWN, MARYLAND

Finance & Accounting Department

One East Franklin Street • Hagerstown, MD 21740

Telephone: 301.766.4142 • Website: www.hagerstownmd.org

To: Scott Nicewarner, City Administrator

From: Michelle Hepburn, Chief Financial Officer
Brooke Garver, Accounting & Budget Manager

Date: April 15, 2025

Subject: FY26 Budget Review

On Tuesday, April 1, 2025, we began FY26 Proposed Budget discussions with a summarized overview. Staff will continue to review the FY26 Proposed Budget through April and May. The schedule outlined below is a draft and can be updated based upon time needed and discussion topics.

April 15, 2025:

1. Capital Improvement Program – Section 7
 - a. Strategic Plan – Pages 2-3
 - b. General Fund Projects by Funding Source (Bond Financing; CIP Fund Balance; and Transfers to CIP-General Fund) - Pages 16-21
2. General Fund 5 Year Projections – Section 6
 - a. General Fund Revenue Projections – Pages 3, 5, and 7
 - b. General Fund Expenditures Projections – Pages 4, 9 and 10
 - c. General Fund Debt Service Projections – Pages 12-13
3. CDBG Fund – Section 4, Pages 3-8
4. Economic Redevelopment Fund – Section 4, Pages 10-12
5. Mayor & Council Discussion and Questions

April 22, 2025 through May 20, 2025:

Future budget review work sessions are anticipated to continue discussions on the General Fund and cover the following topics throughout April and May.

1. Parking Fund 5 Year Projections - Section 6, Pages 24-26
2. Water Fund 5 Year Projections - Section 6, Pages 18-20
3. Wastewater Fund 5 Year Projections - Section 6, Pages 21-23
4. American Rescue Plan Act of 2021 (ARPA) – Section 1, Page 8-9
5. Parking Fund Capital Improvement Projects - Section 7, Pages 40-41 and 164-167
6. Stormwater Fund 5 Year Projections - Section 6, Pages 31-32
7. Stormwater Fund Capital Improvement Projects - Section 7, Pages 46-47 and 173-180
8. Electric Fund 5 Year Projections - Section 6, Pages 15-17
9. Electric Fund Capital Improvement Projects - Section 7, Pages 32-35 and 115-135
10. Water Fund Capital Improvement Projects - Section 7, Pages 36-37 and 136-150
11. Wastewater Fund Capital Improvement Projects - Section 7, Pages 38-39 and 151-163

May 13, 2025:

- Public Hearing: FY26 Budget and Property Tax Rate
- Introduction of Ordinances (FY26 Budget and Property Tax Rate)



May 20, 2025:

- Adoption of Ordinances (FY26 Budget and Property Tax Rate)

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Preliminary Agenda Review

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

April_22__2025_Preliminary_Agenda.pdf

Description

Preliminary Agenda



**MAYOR AND CITY COUNCIL
REGULAR SESSION
(9TH VOTING SESSION)
APRIL 22, 2025
AGENDA**

Vision Statement:

The City of Hagerstown will inspire an inclusive, business-friendly, and sustainable community with clean, safe and vibrant neighborhoods.”

Mission Statement:

“We are dedicated to creating a thriving community where diversity is celebrated, economic development flourishes, and the quality of life is enhanced through collaborative and consistent representation.”

PRELIMINARY AGENDA

The agenda and meeting packet is available at www.hagerstownmd.org/government/agenda

7:00 p.m. REGULAR SESSION – Council Chamber, 2nd floor, City Hall

I. CALL TO ORDER - Mayor William B. McIntire

II. INVOCATION

III. PLEDGE TO THE FLAG

IV. ANNOUNCEMENTS

- A. Rules of Procedure – *Effective December 17, 2024*
- B. Use of cell phones during meetings is restricted.
- C. All correspondence for distribution to Elected Officials should be provided to the City Clerk and should include a copy for the City Clerk for inclusion in the official record.
- D. Meeting Schedule:
 - 1. Tuesday, May 6, 2025 – Work Session at 4:00 p.m.
 - 2. Tuesday, May 13, 2025 - Work Session at 4:00 p.m.
 - 3. Tuesday, May 20, 2025 – Work Session at 4:00 p.m.
 - 4. Tuesday, May 27, 2025 – Regular Session at 7:00 p.m.

V. AGENDA ITEM CITIZEN COMMENTS

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

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

VI. MINUTES

March 4, 2025, March 11, 2025, March 18, 2025 and March 25, 2025

**** Please note all times are approximate and subject to change. Meetings are televised and recorded. ****

City Hall • Council Chamber • 1 East Franklin Street • Hagerstown, MD 21740 • 301.766.4183 • TDD 301.797.6617

VII. CONSENT AGENDA

- A. Engineering:
 - 1. Pavement Conditions Survey – StreetScan, Inc. (Wakefield, MA) \$ 100,321.00
- B. Finance
 - 1. Debt-Book Annual Fee – Fifth Asset, Inc. (Charlotte, NC) \$ 54,000.00
- C. Fire:
 - 1. Motorola Mobile Radios – Motorola Solutions (Chicago, IL) \$ 209,481.84
 - 2. Motorola Radios for the Fire Chief and Deputy Chief's vehicles purchased via Washington County Government (Hagerstown, MD) \$ 27,013.78
 - 3. Electrical Work at HFD's Training Center, 940 Bowman Ave. - MEC Electric (Hagerstown, MD) \$ 35,794.21
 - 4. Telehandler for the Training Center - Allegany Ag (Hagerstown, MD) \$ 95,998.32
- D. Information Technology:
 - 1. ERP Subscription and Training Fees (1/31/2025 to 1/30/2026) – SpryPoint Services, Inc. (Charlottetown, Canada) \$ 207,725.00
 - 2. ERP Additional Subscription and Training Fees – WorkDay, Inc. (Pleasanton, CA) \$ 245,378.00
 - 3. Consulting Services for New ERP System - KOA Hills Consulting, LLC (Reno, NV) \$ 33,250.00
 - 4. MUNIS Utility Billing Services Change Order – Nelia M. Tidler (Houston, TX) \$ 40,000.00
- E. Police:
 - 1. Vehicle Upfitting – Occasion of a Lifetime, LLC (Myersville, MD) \$ 24,250.00
 - 2. MDT's for Cruisers – Dell (Pittsburgh, PA) \$ 27,540.00
- F. Public Works:
 - 1. Tango Multi-Space Pay Stations – MacKay Meter, Inc. (New Glasgow, Nova Scotia) \$ 46,855.00
 - 2. Mills Park Pavilion – GRC General Contractors, Inc. (Zullinger, PA) 50,249.00
- G. Utilities:
 - 1. Light: Substation Class Voltage Regulators – Wesco/Anixter (Glenville, IL) \$ 142,043.34

VIII. UNFINISHED BUSINESS

- A. Approval of an Ordinance: Chapter 186, Nuisance Abandoned Vehicles
- B. Approval of an Ordinance: Quit Claim of Alley at Washington County Transit

IX. NEW BUSINESS

- A. Introduction of an Ordinance: POM Text Amendment
- B. Introduction of an Ordinance: Cannabis related LMC Text Amendments
- C. Introduction of an Ordinance: Quit Claim WC Museum of Fine Arts
- D. Approval of a Resolution: Memorandum of Understanding to Provide Parking at the Hub City Garage, Administrative Office of the Courts, Circuit Court of Washington County
- E. Approval of a Resolution: License Agreement with Antietam Paper Company
- F. Approval of a Resolution: Speed Camera Contract Extension and Stop Gap
- G. Approval of a Resolution: Subrecipient Agreements for Main Street Start Up Grants
- H. Approval of a Resolution: Consent to Sublease and Co-location at 13500 Volvo Way
- I. Approval of On-Call Plumbing Services
- J. Approval of Agreement with Columbia Gas
- K. Approval of Funding to Doleman Black Heritage Museum (DBHM)
- L. Approval of Wastewater Deduct Meter: Maryland Cultivation and Processing, LLC at 560 Western Maryland Parkway, Hagerstown
- M. Approval to Increase Pool Management Contract for 2025 Season

X. GENERAL CITIZEN COMMENTS

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

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

XI. CITY ADMINISTRATOR COMMENTS

XII. MAYOR & COUNCIL COMMENTS

XIII. ADJOURN

Some items that have been discussed and reviewed previously, or are of a routine nature, may not have additional information attached to this agenda.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Hagerstown Field House Operational Reports & Financial Wrap-Up – *Jim Bender, City Engineer and John Wack, President - Eastern Sports Management*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Hagerstown_Field_House_-_Project_wrapup.pdf

Description

Hagerstown Field House -
Project Wrap-up



CITY OF HAGERSTOWN, MARYLAND

Engineering Department

April 15, 2025

TO: Scott Nicewarner, City Administrator

FROM: Jim Bender, City Engineer *Jim*

RE: Hagerstown Field House – Project wrap-up

1. Background:

The Hagerstown Field House facility was constructed in 2024, and was opened to the public in January, 2025. Waynesboro Construction, Inc. (Waynesboro) was the general contractor for the project; Eastern Sports Management (ESM), the City's partner, is operating the facility under a lease agreement with the City. The purpose of this memo is to give a report on operations of the facility during its first three months, and to give a final report on the construction and project's costs.

2. Mayor and Council Action Requested:

No action is requested; this review is for informational purposes only. John Wack from ESM and staff will deliver a presentation at the work session meeting.

3. Discussion:

The Field House project was put out to bid in August 2023. Seven (7) bids were received, and the Council awarded the construction contract to Waynesboro. Construction began in late November, with demolition and preliminary earthwork being the first activities. Waynesboro did encounter poor soils in some areas, and had to over-excavate in order to reach earth that was able to support the building's foundations. However, the construction of the rest of the building pad was completed on schedule.

Once the foundations were installed, the project progressed smoothly. The Field House is three separate structures joined together: two pre-engineered metal buildings housing the hard courts and artificial turf fields, with a "stick-built" central core that houses the café, party rooms, offices, and the fitness center on the second floor. The metal building materials arrived on-site ahead of schedule, and their assembly was completed without issue. Interior fit-out followed, including framing and installation of the electrical, mechanical, and plumbing systems.

There were some minor delays with the installation of the sports flooring in the hard court building; the concrete floor slabs required some additional patching and grinding before the flooring material could be installed. The installation of the artificial turf, the rest of the sports equipment, the kitchen equipment, and the fitness equipment was completed without major issues.

Attached is the original funding plan for the project, showing the various grants, ARPA funds, donations, bonds, and general fund contributions that would be used to complete the project. There were other sources of funding that were initially considered (e.g. George Edwards Fund, Program Open Space), but these did not materialize; additional general fund dollars were substituted to cover these shortfalls. Also attached are the approved motions and amendments that allocated funding for the construction of the Field House, the purchase of the FF&E and sports equipment, and the authorization to move contingency funds from Waynesboro's construction contract to cover shortfalls in other areas of the project.

From a financial perspective, staff feel that the project was a success. The overall project budget, including design, consulting, construction, testing, and contingencies was \$26,069,094. The final projected total for the project is \$26,301,498, or an overage of \$232,403 – this overage is 0.89% of the original budget. For construction projects of this type, cost overruns of 5% or more are common. The attached chart provides a breakdown of the various cost centers on the project, and how they compared to the original budget. The main items that caused the project to go slightly over budget included the removal of unsuitable soil during foundation construction, cost increases on some of the sports equipment package, and change orders to address deficiencies encountered during construction.

To cover the \$232,403 cost overrun, staff recommends transferring \$168,000 of Highway User Revenue to cover paving costs on the project, and an additional transfer of \$64,400 from the general fund.

attachment: Hagerstown Field House Contract Status
Original proposed funding plan
Motions and agreements authorizing project funding

cc: Michelle Hepburn
Brook Garver
Jeff Lear

Hagerstown Field House Contract Status

Document			Amount Budgeted	Amount Used	Percentage Used	Projected Total	Difference	Status
Consulting Agreement	Base Agreement	Consulting Fee	\$ 70,000.00	\$ 70,000.00	100.00%	\$70,000.00	\$0.00	Complete
	Amendment 1	Consulting Fee	\$ 500,000.00	\$ 500,000.00	100.00%	\$500,000.00	\$0.00	Complete
	Amendment 2	Consulting Fee	\$ 500,000.00	\$ 500,000.00	100.00%	\$500,000.00	\$0.00	Complete
	Amendment 3	Consulting Fee	\$ 263,754.00	\$290,417.62	110.11%	\$290,209.62	-\$26,455.62	Monthly Tracked on Tab 2
Developers Agreement	Base Agreement	Developers Fee	\$ 440,000.00	\$ 429,322.37	97.57%	\$429,322.37	\$10,677.63	Monthly Tracked on Tab 2
	Amendment 1	Developers Fee - FFE	\$ 4,391,842.00	\$ 4,457,851.66	101.50%	\$4,457,851.66	-\$66,009.66	Monthly Tracked on Tab 3
General Contractor		GC Fee	\$ 19,315,717.50	\$ 19,315,717.50	100.00%	\$19,315,717.50	\$0.00	Monthly Tracked on Tab 4
Contingency and Testing		Direct City Purchase	\$ 587,781.00	\$ 738,396.95	125.62%	\$738,396.95	-\$150,615.95	Monthly Tracked on Tab 4
Total Cost			\$ 26,069,094.50	\$ 26,301,706.10	100.89%	\$26,301,498.10	-\$232,403.60	100.89%

	Proposed Funding Plan		
	City of Hagerstown		
	Hagerstown Field House Project		
		As of 10/17/23	
Confirmed Funding Sources			
	State of Maryland Capital Grant - 2022	500,000	
	State of Maryland Capital Grant - 2023	3,000,000	
	City of Hagerstown Local Funds	1,444,645	*FY21 Surplus (used some demo, design & misc)
	City of Hagerstown GF Transfers	1,000,000	*FY23 Add'l: Interest Revenue Growth & Realloc of 1st Third Program
	<i>City of Hagerstown GF Transfers</i>	<i>450,000</i>	<i>*FY24 Anticipated Add'l Interest Revenue</i>
	<i>ESM minimum guaranteed funding over 20 years</i>	<i>7,000,000</i>	<i>*Bond in advance</i>
	ARPA Funds: Stormwater Portion of Project	700,000	
	County Grant from Hotel/Motel	250,000	Received funding; can apply to ESM PH III Draw
	State SDF Grant	250,000	Received Agreement; can apply to ESM PH III Draw
	Donation/Redirection of 911 Funding (FY21-23)	1,216,890	Executed and received new Agreement in FY23
	<i>*Anticipated Future City Bond Issue</i>	<i>10,088,465</i>	<i>*Bond in advance</i>
		25,900,000	
*Assume need \$25.9 for construction, sports package, and FFE			

APPROVED
Mayor & Council
Date 10/24/23

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: October 24, 2023

TOPIC: Award of contract for the Hagerstown Field House

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move to take the following actions on the Hagerstown Field House project:

1. Approval of the award of the construction contract for the facility to Waynesboro Construction Company, Inc. in the amount of \$19,315,717.50. Also, the City approves the authorization of \$637,605 in additional expenditures to cover inspection and testing services, building system commissioning, and construction contingencies. The total authorization for construction and additional expenditures is \$19,953,322.50.
2. Approval of Amendment No. 3 to the previously approved Consulting Services Agreement between the City and Eastern Sports Management in the amount of \$213,930 to cover architectural project management services and geotechnical consulting during construction.
3. Authorization for the City to pay Eastern Sports Management up to \$440,000 in funds identified in the previously approved Developer's Agreement for project management and reimbursable expenses.

Funding for this project will be a combination of State Capital Grants, American Rescue Plan Act funds, State Strategic Demolition Fund Grants, Washington County Hotel/Motel funds, Local Funds, and future bond issues.

DATE OF INTRODUCTION: 10/24/2023

DATE OF PASSAGE: 10/24/2023

EFFECTIVE DATE: 10/24/2023

HAGERSTOWN FIELD HOUSE - PROJECT COSTS TO COMPLETE PROJECT

Waynesboro Construction Fee:	\$19,151,517
Add Alternates*	<u>\$164,200</u>
Subtotal=	\$19,315,717
FF&E and AV/IT	\$4,391,842
Inspection & Testing**	\$37,605
Project Management & reimburseables***	\$440,000
Commissioning****	\$100,000
Contingencies	<u>\$500,000</u>
Subtotal=	\$24,785,164
Amendment #3 to Consulting Services Contract	<u>\$213,930</u>
TOTAL =	\$24,999,094

* Assume that all three are accepted

** Triad - number is conservative with ECS also
performing geotechnical consulting

*** Per Developer's Agreement

**** Placeholder for commissioning

DEVELOPER AGREEMENT AMENDMENT #1

THIS AMENDMENT #1 (the "*Amendment #1*") to that **DEVELOPER AGREEMENT** (the "*Agreement*") that was entered into on March 13, 2023 (the "*Effective Date*"), by and between **Eastern Sports Management, LLC**, a Virginia limited liability company ("*Developer*") and **the City of Hagerstown, Maryland**, a political subdivision of the state of Maryland ("*Owner*") with its principal place of business located in Hagerstown, MD, is set forth below. This Amendment is made and entered into December 21, 2023. (the "*Amendment #1 Effective Date*")

RECITALS:

- A. Owner desires to add to Developer's Services as laid forth in Article I of the Agreement.
- B. Developer desires to provide such Additional Services to the Owner.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises and the mutual conditions and promises herein contained, the parties hereto agree as follows:

1. **Additional Services.** Developer agrees to provide the services to Owner set forth in the statement of work attached hereto as Schedule A (the "*Services*"), incorporated and made a part of this Agreement by reference. Developer warrants that it shall perform the Services: (a) using personnel of commercially reasonable skill, experience, and qualifications and (b) in a timely, workmanlike, and professional manner.
2. **Term.** The term of this Amendment #1 shall begin on the Effective Date and, unless sooner terminated pursuant to Article 8 of the Agreement, shall continue until the completion of the Services.
3. **Fees and Budget.** As consideration for the Services, Owner will pay Developer the fees and expense reimbursements (collectively the "*Fee*") in the amounts and in the manner set forth on Schedule B, which shall be incorporated and made a part of this Agreement by reference. Developer will purchase the items listed in the budget in Schedule B and will provide invoices to Owner for payment. Payment by Owner shall be promptly completed upon receipt by Owner of an invoice from Developer, but in no event more than Thirty (30) days after receipt of an invoice from Developer. All late payments shall bear interest at the lesser of the rate of 1.5% per month or the highest rate permissible by law, calculated daily and compounded monthly. Owner must notice in writing any payment dispute to the Developer within ten (10) days of the date of any invoice.
4. **Other Provisions.** All other terms and provisions of the Agreement remain in place for this Amendment.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first written above.

Developer:

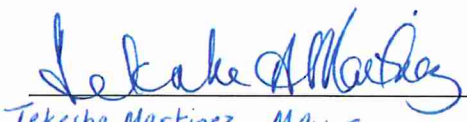
EASTERN SPORTS MANAGEMENT, LLC,
a Virginia limited liability company

By: 
John Wack, President

Notice Address:
725 Jackson Street, Suite 207
Fredericksburg, VA 22401
E-mail:
johnwack@easternsportsmanagement.com

Owner:

City of Hagerstown, MD

By: 
Tekesha Martinez, Mayor

Notice Address:
Jim Bender, City Engineer
City of Hagerstown
1 E. Franklin St., Hagerstown, MD 21740
E-mail: jbender@hagerstownmd.org

Schedule A

Services

1. Furniture, Fixtures, and Equipment (FFE) Procurement:
 - a. Establish FFE List with Budget
 - b. Work with the General Contractor to establish procurement and installation timeline.
 - c. Establish Bid thresholds in line with Owner procurement rules. Project budget will be divided into those items needing to go through a formal bid process and those that can go through an informal process.
 - d. Gather samples and arrange for vendor sales appointments where necessary. Arrange approvals with Owner and establish final specifications.
 - e. Generate Requests for Proposals (RFPs) for both formal and informal bid processes.
 - f. Assist Owner with RFP submittals and contract negotiation.
 - g. Coordinate production delivery schedules
 - h. Receive and Stage goods.
 - i. Manage Installation in coordination with GC
 - j. Reconcile Budget
 - k. Prepare and Deliver FFE Owner's Manual

Schedule B

Fees and Budget

SPORTS PACKAGE	
Sports Flooring	\$477,756.67
Basketball Backstops, Volleyball Standards, Curtains, Controls	\$390,796.58
Team Benches, Bleacher Seating	\$408,607.68
Glass Sport Wall Panels, Sports Wall Panels, Netting	\$396,035.14
Scoreboards, Shot Clocks	\$79,626.11
Column Pads, Wall Pads, Goals and Equipment	\$28,288.22
KITCHEN	
Concession Equipment and Buildout	\$678,625.93
IT/AV	\$767,040.23
Audio/Visual	\$130,963.97
Network Systems/Cabling/Security/Internet Wifi	\$636,076.26
FURNITURE	
Furniture	\$222,010.00
FITNESS	
Fitness Equipment	\$576,958.07
MISCELLANEOUS	
Laundry Equipment	\$3,500.00
Misc Sport Equipment	\$15,000.00
Heavy Equipment	\$1,000.00
IT Equipment	\$15,000.00
Janitorial Supplies	\$16,500.00
Office Supplies	\$1,500.00
Miscellaneous Equipment	\$5,000.00
Marketing Supplies	\$10,000.00
Totals	\$4,391,842.55*

*While the above are projected amounts and a line item may be more or less, the total budget will not exceed \$4,391,843. All items include installation and temporary storage if needed.

APPROVED
Mayor & Council

Date

8/27/24

12

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: August 27, 2024

TOPIC: Hagerstown Field House budget allocations

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move to amend the October 24, 2023 motion that approved the award of the construction contract for the Hagerstown Field House to specifically allow the use of contingency funds to cover potential budget shortfalls in overall project costs in our partnership with Eastern Sports Management. I further move to authorize the Chief Financial Officer to reallocate funds between the Consulting Agreement and the Developer Agreement with Eastern Sports Management as necessary to address any budget shortfalls. These proposed reallocations of funds will not increase the overall cost of the Hagerstown Field House project.

DATE OF INTRODUCTION: 8/27/2024

DATE OF APPROVAL: 8/27/2024

EFFECTIVE DATE: 8/27/2024

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Follow Up to the Pangborn Park Fishing Discussion -- *Eric Deike, Director of Public Works*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Follow_Up_to_Pangborn_Park_Fishing_Discussion_Council_Packet.pdf

Description

Follow Up to the
Pangborn Park Fishing
Discussion



CITY OF HAGERSTOWN, MARYLAND

Public Works Department

www.hagerstownmd.org

TO: Scott Nicewarner, City Administrator
FROM: Eric B. Deike, Director of Public Works
DATE: April 9, 2025
RE: Follow Up to the Pangborn Park Fishing Discussion

MAYOR AND COUNCIL ACTION REQUESTED

Staff is seeking direction from the Mayor and Council on the future of fishing at Pangborn Park.

DISCUSSION

A discussion was held with the Mayor and Council on February 11, 2025, regarding fishing at Pangborn Park. The result of that discussion was to ban fishing. Later in the month at the February 25th Regular Session, Council decided to table the Motion to ban fishing. The hesitancy to ban fishing was due to a large number of private citizens and fishing organizations, including the Maryland Department of Natural Resources, requesting that fishing continue at Pangborn Park.

Support to keep fishing at Pangborn Park continues. An offer from Antietam Bassmasters was received on March 25, 2025, to help maintain the area around the lake. See the attached letter. Their proposal is to clear the area from limbs, trash, and fishing lines on a regular basis.

FINANCIAL IMPACT

There is little to no financial impact if fishing remains or is banned from Pangborn lake.

RECOMMENDATION

It is still the recommendation of staff to allow fishing to continue at Pangborn Park. The location of the park within residential neighborhoods; its accessibility by the young, seniors and handicap; and its uniqueness within the City of Hagerstown boundaries are all excellent reasons to keep fishing at this location.

Att: Antietam Bassmasters Letter Dated March 25, 2025

Public Works Department
51 West Memorial Blvd.
Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 178

Parks and Recreation Division
351 North Cleveland Ave.
Hagerstown, MD 21740
Ext. 169

Parking Division
1 East Franklin St.
Hagerstown, MD 21740
Ext. 479

Antietam Bassmasters
c/o Jim Kline
1106 West Washington Street
Hagerstown, MD 21740

March 25, 2025

Donna K. Spickler, City Clerk
City Hall
One East Franklin Street – Room 202
Hagerstown, MD 21740

Re: Lewis C. Metzner Lake at Pangborn Park

Dear Ms. Spickler:

At the February 25, 2025 Mayor and City Council meeting, the agenda included discussions about banning fishing at Pangborn Park, brought on by a citizen concerned about discarded fishing line that became entangled with a Canadian goose. A motion was made to ban fishing but was tabled for a later date. I wish this letter to be considered as part of any future discussions concerning the banning of fishing at Pangborn Park.

Antietam Bassmasters became an affiliated chapter/club with B.A.S.S. (Bass Anglers Sportsmen Society) and Maryland Bass Nation in June 1991. Our club not only fishes; we have been involved in working with youth, paralyzed veterans, and numerous conservation projects statewide.

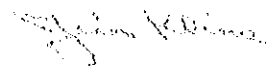
In 2004, Antietam Bassmasters was contacted by City Councilman Linn Hendershot to ask for help with a fishing frenzy in Pangborn Park. The event was for youth under 13 years of age, seniors over 65, and anyone with a physical or mental disability or mobility impairment. Our club has been involved in this event since that time. We have provided rods, reels, line, tackle, and bait for those that show up at the fishing event without any gear. We also spend a couple hundred dollars a year on items to be given away as prizes to those who register to fish. Club members volunteer each year to help as needed and to teach the anglers, young and old.

Using the "adopt a highway," idea, Antietam Bassmasters proposes to "adopt the Lake at Pangborn Park" as part of a solution to abandoned trash, which seems to be a blight on our county and parks.

Antietam Bassmasters' role in adopting the above-named lake would include that our members: patrol the area, picking up tree branches and debris that have fallen in or around the lake area; pick up trash; and clean out fishing line recycling tubes.

We urge the Mayor and City Council to allow fishing to continue at the Lake at Pangborn Park. We look forward to working with the City and hope to help keep our natural resource clean for the enjoyment of our citizens, for visitors, and for our youth who will become future custodians of our earth.

Sincerely,



Jim Kline
Antietam Bassmasters
(301) 800-6823

cc Scott Nicewarner, City Administrator

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Update on Invest Hagerstown Homeownership Initiative Grant - *Amanda Gregg, Business & Community Development Finance Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

041525_WS_Invest_Hgr_Grant.pdf

Description

Update on Invest
Hagerstown
Homeownership Initiative
Grant.



TO: Scott Nicewarner, City Administrator

FROM: Amanda Gregg, Chief Housing and Community Development Officer

DATE: April 9th, 2025

RE: Update on Invest Hagerstown Homeownership Initiative Grant

Staff will attend the Work Session of the Mayor and City Council on April 15, 2025, to deliver important updates on the Invest Hagerstown Homeownership Initiative Grant.

In 2025, the program successfully assisted 58 homebuyers with a total of \$435,000.00 in grant funding, which included 5 HHI payoffs of \$37,500.00.

Key highlights include:

- 3 homes built after 2000.
- 25 of the 58 homes were rental.
- 46 of the 58 homebuyers were first-time buyers.
- The average age of the homebuyer was 40 years.
- 18 of the homes are occupied by children.
- The initiative successfully drew 39 homebuyers from outside Hagerstown.

****Hagerstown Homeownership Initiative Summary****

The Hagerstown Homeownership Initiative decisively tackles the barriers to homeownership within the City of Hagerstown. By offering a loan-to-grant program for down payment and closing cost assistance, we are actively investing in our neighborhoods. This initiative will significantly reduce the number of vacant homes and rental properties and promote new homeownership, enhancing the vitality of our community.

Attachment: 2025 HHI Summary

c: Jill Thompson, Director of Planning and Economic Development
Margi Joe, Community Development Manager
Chris Siemerling, Economic Development Specialist
Michelle Hepburn, Chief Financial Officer
Paul Fulk, Neighborhood Service Manager

Hagerstown Homeownership Initiative Grant 2025															
Applicant	Address	Close Date	Home Age	Previous Rental	Sales Price	Loan Amount	Assets	First Time Homebuyer	Age	Children	Local Resident	Rate	Program	Payment	Grant amount
Resident 1	E Lee Street	8/20/2024	1893	Yes	\$200,000.00	\$194,000.00	\$37,792.00	Yes	27	N/A	Hagerstown	7%	Conv	\$1,672.58	\$7,500.00
Resident 2	Brinker Drive	8/30/2024	1977	Yes	\$153,000.00	\$150,228.00	\$2,350.00	Yes	43	N/A	Hagerstown	5.5	FHA	\$1,112.34	\$7,500.00
Resident 3	King Street	8/26/2024	1903	Yes	\$210,000.00	\$203,700.00	\$43,000.00	No	78	N/A	Frederick, MD	6.625	Conv	\$1,697.66	\$7,500.00
Resident 4	McDowell Street	9/5/2024	1972	Yes	\$269,500.00	\$262,922.00	\$3,500.00	Yes	63/60	N/A	Hagerstown	6.875	FHA	\$2,047.80	\$7,500.00
Resident 5	Brinker Drive	8/30/2024	1977	Yes	\$140,000.00	\$137,464.00	\$25,000.00	No	30	1	Martinsburg, WV	6.625	FHA	\$1,377.81	\$7,500.00
Resident 6	Georgia Ave	8/29/2024	1950	Yes	\$250,000.00	\$225,000.00	\$39,000.00	Yes	39	N/A	Oakland, CA	6	Conv	\$1,817.76	\$7,500.00
Resident 7	Avon Rd	9/20/2024	1961	Yes	\$275,000.00	\$266,750.00	\$49,383.38	Yes	58/55	N/A	Hagerstown	6.99	Conv	\$2,215.99	\$7,500.00
Resident 8	Belview Ave	9/12/2024	1959	No	\$249,900.00	\$242,403.00	\$6,595.86	Yes	23	N/A	Hagerstown	5.99	Conv	\$1,929.06	\$7,500.00
Resident 9	Rhode Island Ave	8/20/2024	1969	No	\$260,000.00	\$255,290.00	\$4,731.64	Yes	40/35	2	Ijamsville, MD	7.25	FHA	\$2,195.77	\$7,500.00
Resident 10	W Irvin Ave	9/3/2024	1992	No	\$234,000.00	\$226,980.00	\$30,127.02	No	33	1	Ridgely, WV	5.875	Conv	\$1,841.63	\$7,500.00
Resident 11	Jonathan Street	10/7/2024	1913	Yes	\$250,000.00	\$237,500.00	\$1,441.32	Yes	42	N/A	Frederick, MD	5.875	Conv	\$1,624.51	\$7,500.00
Resident 12	W Irvin Ave	9/16/2024	1998	Yes	\$235,000.00	\$117,012.00	\$19,273.85	No	62	N/A	Frederick, MD	7.125	FHA	\$1,257.45	\$7,500.00
Resident 13	Salem Ave	9/20/2024	1957	Yes	\$260,000.00	\$247,000.00	\$5,044.33	Yes	54/51	N/A	Germantown, MD	7.25	Conv	\$2,144.71	\$7,500.00
Resident 14	Salem Ave	9/27/2024	1931	No	\$219,900.00	\$175,920.00	\$10,000.00	Yes	57/57	N/A	Hagerstown	5.75	Conv	\$1,615.14	\$7,500.00
Resident 15	Benjamin Place	10/7/2024	1993	No	\$220,000.00	\$216,015.00	\$38,706.85	No	65/71	N/A	Westernport, MD	5.25	FHA	\$1,710.10	\$7,500.00
Resident 16	Edgewood Hill Circle	9/13/2024	1975	No	\$179,000.00	\$161,100.00	\$10,000.00	No	56	2	Herdon, VA	6.125	Conv		\$7,500.00
Resident 17	Spruce Street	9/27/2024	1922	No	\$200,000.00	\$203,250.00	\$6,029.56	Yes	45/ 24	1	Hyattsville, MD	6.25	FHA	\$1,654.52	\$7,500.00
Resident 18	Lindsay Lane	9/16/2024	1993	No	\$289,900.00	\$284,648.00	\$15,000.00	Yes	28	4	Frederick, MD	5.99	FHA	\$2,385.10	\$7,500.00
Resident 19	Frederick Street	9/27/2024	1923	No	\$199,900.00	\$189,905.00	\$29,959.52	Yes	55	N/A	Hagerstown	7.25	Conv	\$1,683.80	\$7,500.00
Residen 20	Brookline Ave	10/14/2024	1944	No	\$210,000.00	\$168,000.00	\$50,268.00	Yes	21	N/A	Hagerstown	5.875	Conv	\$1,271.78	\$7,500.00
Resident 21	Georgia Ave	9/12/2024	1938	No	\$225,000.00	\$220,924.00	\$822.54	Yes	29	N/A	Frederick, MD	6.625	FHA	\$1,835.00	\$7,500.00
Resident 22	S Mont Valla Ave	9/30/2024	1965	No	\$290,000.00	\$275,500.00	\$28,049.00	Yes	24	N/A	Silver Spring, MD	6	Conv	\$1,984.56	\$7,500.00
Resident 23	Lindsay Lane	10/4/2024	1996	Yes	\$289,900.00	\$310,000.00	\$2,500.00	No	36	4	Gaithersburg, MD	4.99	FHA	\$2,237.78	\$7,500.00
Resident 24	Radcliffe Ave	10/14/2024	1955	Yes	\$246,900.00	\$242,427.00	\$4,768.78	No	33	N/A	Bowie, MD	5.625	FHA	\$1,735.10	\$7,500.00
Resident 25	Lindsay Lane	10/24/2024	1997	No	\$275,000.00	\$270,019.00	\$5,114.00	Yes	31/27	N/A	Williamsport, MD	6.625	FHA	\$2,483.21	\$7,500.00
Resident 26	Mulberry Ave	11/8/2024	1925	Yes	\$258,000.00	\$253,326.00	\$45,000.00	Yes	28	N/A	Montgomery Village	5.625	FHA	\$1,884.72	\$7,500.00
Resident 27	Knightsbridge Drive	11/25/2024	1990	No	\$275,000.00	\$265,262.00	\$7,600.00	Yes	40	N/A	Gaithersburg, MD	6.625	FHA	\$2,054.83	\$7,500.00
Resident 28	Broadway	10/29/2024	1921	No	\$280,000.00	\$274,928.00	\$4,200.00	Yes	24	N/A	Hagerstown	5.625	FHA	\$2,035.57	\$7,500.00
Resident 29	S Mulberry St	11/18/2024	1885	Yes	\$250,000.00	\$200,000.00	\$1,008.90	No	39/39	1	Clayton, GA	6.5	Conv	\$1,559.89	\$7,500.00
Resident 30	Marion Street	10/31/2024	1967	No	\$300,000.00	\$291,000.00	\$12,247.84	Yes	27/48	1	Hyattsville, MD	5.99	Conv	\$2,153.00	\$7,500.00
Resident 31	Reynolds Ave	11/20/2024	1910	No	\$200,000.00	\$191,862.00	\$79,724.18	Yes	39	N/A	Frederick, MD	6.125	Conv	\$1,475.89	\$7,500.00
Resident 32	Georgia Ave	11/19/2024	1933	Yes	\$180,000.00	\$176,739.00	\$45,000.00	Yes	29	0	Falls Church, VA	6.6.25	FHA	\$1,884.72	\$7,500.00
Resident 33	Matthew Court	12/20/2024	1997	Yes	\$240,000.00	\$233,963.00	\$1,260.62	Yes	56	1	Hagerstown	6.625	FHA	\$2,061.29	\$7,500.00
Resident 34	S Locust St	11/11/2024	1893	No	\$105,000.00	\$103,098.00	\$1,280.98	Yes	56	N/A	Boonsboro, MD	6.25	FHA	\$841.14	\$7,500.00
Resident 35	Downsville Rd	11/15/2024	1899	No	\$280,000.00	\$274,928.00	\$7,149.86	Yes	27/28	2	Inwood, WV	6.75	FHA	\$2,296.76	\$7,500.00

Resident 36	W Magnolia Ave	11/12/2024	1959	No	\$295,000.00	\$283,153.00	\$22,255.01	Yes	25/22	1	Hagerstown	6.75	Conv	\$2,241.98	\$7,500.00
Resident 37	George Street	12/13/2024	1903	Yes	\$229,000.00	\$221,357.00	\$16,386.42	Yes	55	1	West Henrietta, NY	6.25	FHA	\$1,682.10	\$7,500.00
Resident 38	S Prospect St	12/20/2024	2005	No	\$182,900.00	\$146,320.00	\$21,200.25	Yes	36	N/A	Waynesboro, PA	6.25	Conv	\$1,112.49	\$7,500.00
Resident 39	Yellow Jacket Rd	12/20/2024	2007	Yes	\$309,000.00	\$298,185.00	\$268,055.00	Yes	28	N/A	Germantown, MD	5.75	FHA	\$2,063.59	\$7,500.00
Resident 40	S Potomac St	12/24/2024	1897	No	\$195,000.00	\$184,523.00	\$6,243.91	Yes	27	N/A	Hagerstown	6.375	FHA	\$1,498.96	\$7,500.00
Resident 41	Downsville Rd	1/2/2025	1915	Yes	\$275,000.00	\$272,485.00	\$4,000.00	Yes	63	N/A	Hagerstown	6.25	VA	\$2,012.74	\$7,500.00
Resident 42	E Antietam Street	1/20/2025	1878	Yes	\$179,900.00	\$174,503.00	\$1,512.82	Yes	35	N/A	Hagerstown	7.125	Conv	\$1,482.37	\$7,500.00
Resident 43	Radcliffe Ave	1/10/2025	1950	No	\$259,000.00	\$254,308.00	\$1,735.89	Yes	34/32	2	Frederick, MD	6.25	FHA	\$2,104.77	\$7,500.00
Resident 44	Clarendon Ave	1/23/2025	1914	No	\$200,000.00	\$196,377.00	\$15,054.57	No	61	N/A	White Plains, MD	6.25	FHA	\$1,470.49	\$7,500.00
Resident 45	E Irvin Ave	3/1/2025	1929	No	\$256,000.00	\$248,320.00	\$3,371.18	Yes	29/24	N/A	Black Mountain, NC	6.99	Conv	\$2,180.26	\$7,500.00
Resident 46	W Washington Street	2/14/2025	1901	Yes	\$230,000.00	\$225,834.00	\$8,558.63	Yes	54	N/A	Gaithersburg, MD	6.125	FHA	\$1,671.95	\$7,500.00
Resident 47	N Locust Street	2/21/2025	1893	Yes	\$214,000.00	\$210,123.00	\$11,406.00	No	41	N/A	Hagerstown	6.5	FHA	\$1,642.29	\$7,500.00
Resident 48	Rose Hill Ave	3/7/2025	1949	Yes	\$189,900.00	\$151,920.00	\$2,300.00	Yes	27/26	1	Hagerstown	6.625	Conv	\$1,445.95	\$7,500.00
Resident 49	Randolph Ave	3/21/2025	1905	Yes	\$134,000.00	\$119,260.00	\$86.00	Yes	20/30	N/A	Hagerstown	6.375	FHA	\$1,044.73	\$7,500.00
Resident 50	Woodlands Run	3/27/2025	1988	No	\$220,000.00	\$216,015.00	\$6,000.00	No	39	N/A	Gaithersburg, MD	6.25	FHA	\$1,755.83	\$7,500.00
Resident 51	Mulberry Ave	4/15/2025	1917	No	\$270,000.00	\$256,500.00	\$29,980.00	Yes	27	N/A	Williamsport, MD	6.75	Conv	\$2,089.63	\$7,500.00
Resident 52	N Mulberry St	4/30/2025	1908	No	\$175,000.00	\$169,750.00	\$9,542.70	Yes	25	N/A	Middletown, MD	6.875	Conv	\$1,448.59	\$7,500.00
Resident 53	Guilford Ave	4/1/2025	1922	No	\$232,000.00	\$216,880.00	\$4,050.00	Yes	55	N/A	Greenbelt, MD	7.125	Conv	\$1,792.34	\$7,500.00
Resident 54	Georgia Ave	4/11/2025	1942	Yes	\$235,000.00	\$227,950.00	\$13,264.00	Yes	21/22	N/A	Frederick, MD	6.99	Conv	\$2,090.01	\$7,500.00
Resident 55	Frederick Street	4/17/2025	1950	No	\$270,500.00	\$243,450.00	\$40,000.00	Yes	36/35	3	Berkeley Springs, WV	6.75	Conv	\$2,297.51	\$7,500.00
Resident 56	W Church Street	4/14/2025	1918	No	\$244,000.00	\$236,680.00	\$17,830.36	Yes	43	1	Boise, ID	6.5	Conv	\$1,882.62	\$7,500.00
Resident 57	E Irvin Ave	5/23/2025	1990	No	\$222,000.00	\$215,340.00	\$54,005.00	No	42	1	Hagerstown	6.875	Conv	\$1,929.17	\$7,500.00
Resident 58	Sunbrook Lane	4/29/2025	2002	No	\$272,000.00	\$266,750.00	\$56,000.00	Yes	62	N/A	Hagerstown		Conv		\$7,500.00

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Invest Hagerstown Program Update - FY25 - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

041525_WS_Invest_Hagerstown.pdf

Description

Invest Hagerstown Program
Update - FY25



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: April 11, 2025

RE: Invest Hagerstown Program Update – FY25

At the April 15, 2025 Work Session, staff will provide an update on the Invest Hagerstown Program, and seek approval to allow the Review Committee to use the current total remaining balance for 4 of the 5 programs across any of those programs on a first come, first serve basis for the remainder of FY25 which ends June 30, 2025.

The FY25 remaining balances for 4 of the 5 Invest Hagerstown programs are as follows:

	<u>FY25 Budget</u>	<u>FY25 Remaining</u>
1. City Wide Redevelopment Grant	\$185,000	\$112,547
2. Rental Rehabilitation Grant	\$80,000	\$25,000
3. Homeownership Grant Program	\$165,000	\$0
4. Sign and Façade Grant Program	\$45,000	\$33,462
Subtotal	\$475,000	\$171,009

For information only, the City Center remaining balance is as follows:

	<u>FY25 Budget</u>	<u>FY25 Remaining</u>
5. City Center Redevelopment Grant	\$500,000	\$1,500,000*
*(\$500,000 FY25 + \$1,000,000 recent forfeitures)		

(This program has a large remaining balance due to an unusual number of recent forfeitures. Staff is not seeking direction at this work session regarding the balance. Economic Development staff seek a future work session to review staff ideas of how these funds could be best utilized for larger scale projects and economic development priorities.)

Total	\$975,000
-------	-----------

Seek approval to use of \$171,009 across any of 4 programs listed above (1-4).

c: Review Committee

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Subrecipient Grant Agreement for Main Street Startup Grant Program - *Chris Siemerling, Economic Development Specialist*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

041525_WS_ProjectRestore.pdf

Description

Approval of a Resolution:
Subrecipient Grant
Agreement for Main Street
Startup Grant Program.



TO: Scott Nicewarner, City Administrator

FROM: Chris Siemerling, Economic Development Specialist

DATE: April 11, 2025

RE: Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program

At the April 15, 2025 Work Session, staff will put forth recommendations from the Main Street Startup Grant Review Committee for approval under the Main Street Startup Grant program.

This program aims to lower the barriers that may prevent entrepreneurs from opening or expanding their small business, increase their chances of success in the early stages of operation, and assist in filling currently vacant storefronts within the Mainstreet District of our Downtown – which is part of the City's Sustainable Communities Area.

Staff were awarded \$300,000 in Project Restore funding from the Maryland Department of Community and Housing Development (DHCD), with a maximum award amount of \$50,000 per applicant. Three applicants have been approved by the Review Committee and Mayor and City Council to date.

Staff seek approval to move forward with entering into a subrecipient agreement with the recommended applicants.

Attachments:

1. Required Motion
2. Required Resolution
3. Summary of Recommended Awards
4. Awardee Subrecipient Agreement Template

c: Main Street Startup Grant Review Committee
Jill Thompson, Director of Community & Economic Development

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

DATE: April 22, 2025

TOPIC: **Approval of a Resolution: Subrecipient Grant Agreement for Main Street Startup Grant Program**

Charter Amendment	—
Code Amendment	—
Ordinance	—
Resolution	<u>X</u>
Other	—

MOTION:

I hereby move for the Mayor and City Council approval of a Resolution authorizing the execution and delivery of a subrecipient grant agreement for the implementation of the Main Street Startup Grant Program to applicant(s) identified on the attached list with the award amount shown.

The subrecipient agreement for each will follow the attached template. The deadline for each will be 10/15/2025, or the date that all available funds up to the award amount has been disbursed, whichever occurs sooner. Any unused portion of the funding shall remain at the City and will be reallocated to another project or program at that time.

Funding for this program is provided by a Project Restore grant from the Maryland Department of Housing and Community Development (DHCD).

DATE OF INTRODUCTION:	04/22/2025
DATE OF PASSAGE:	04/22/2025
EFFECTIVE DATE:	04/22/2025

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY
OF SUBRECIPIENT GRANT AGREEMENTS FOR THE
SUPPORT OF ELIGIBLE PROGRAMS
BETWEEN THE CITY OF HAGERSTOWN AND
VARIOUS NEW AND EXPANDING FOR-PROFIT
ENTITIES ENUMERATED HEREIN**

RECITALS

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called “SLFRF”), a part of the American Rescue Plan Act (“herein called “ARPA”), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland’s Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City’s Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, each of the PROPERTY OWNERS enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the of the PROPERTY OWNERS enumerated below has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the “Project”), and

WHEREAS, each of the BUSINESSES enumerated below is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, each of the BUSINESSES enumerated below has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the “Project”), and

WHEREAS, the Project activities by each of the BUSINESSES enumerated below are consistent with the ARPA eligible expenditure category of “Negative Economic Impacts: Assistance to Small Businesses,” and the Main Street Startup Grant Guidelines and Application Form which are incorporated as part of each Subrecipient Grant Agreement;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the following are for-profit BUSINESSES and PROPERTY OWNERS which are eligible for grant funding in the category of “Negative Economic Impacts: Assistance to Small Businesses,” and operate the Projects which shall benefit the citizens of Hagerstown, Maryland:

- (1) Business: Sarah Rudy – Painting With A Purpose – Up to \$6,818
 - a. Building Owner: Vincent Groh Trust
- (2) Motherland Kitchen, LLC– Up to \$34,329
 - a. Building Owner: BCO Management Company LLC
- (3) Hagerstown Vintage, LLC – Up to \$9,000
 - a. Building Owner: Wareham Building LLC

WHEREAS, each Subrecipient has made a request to the CITY to reallocate existing ARPA award funds so that it may complete its respective Project;

WHEREAS, each Subrecipient further agrees to develop and retain sufficient documentation, to clearly support the ARPA eligible activity for each instance of assistance provided to the Subrecipient; and

WHEREAS, each Subrecipient shall be responsible for operating in the Project(s) in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds.

WHEREAS, the Grant Agreement funds may be passed through to each Subrecipient, which is a new or expanding business and which is located in Hagerstown, Maryland or in the immediate vicinity and which serves citizens in Hagerstown, Maryland, and which is eligible for SLFRF Grant Funds;

WHEREAS, the City shall pass through the grant funds to Subrecipient subject to the terms and conditions of the City’s receipt of the SLFRF and ARPA and other applicable federal law and regulations; and

WHEREAS, as to each Subrecipient, attached hereto and incorporated herein is a Subrecipient Grant Agreement between the City and each Subrecipient to pass through funds for Project activities by Subrecipient; and

WHEREAS, the Mayor and Council have determined that it is in the best interest of the City and citizenry to enter into each of the attached Subrecipient Grant Agreements.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland as its duly constituted legislative body as follows:

1. That the foregoing recitals are incorporated herein as if fully set forth.

2. That the City of Hagerstown be and is hereby authorized to execute the Subrecipient Grant Agreements with the above-named eligible subrecipients, copies of which are attached hereto as to each Subrecipient, and City Staff be and are hereby authorized to execute such other and further documents as are necessary to effectuate the same.

BE IT FURTHER RESOLVED, that this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE CITY
OF HAGERSTOWN, MARYLAND

Donna K. Spickler, City Clerk

By: _____
William McIntire, Mayor

Date of Introduction: April 22, 2025
Date of Passage: April 22, 2025
Effective Date: April 22, 2025

PREPARED BY:
SALVATORE & MORTON, LLC
CITY ATTORNEYS

Summary of Recommended Main Street Startup Grant Award

Name: Sarah Rudy – Painting With A Purpose

Address: 15 W. Washington Street

Property Owner: Vincent Groh Trust

Award Amount: Up to \$6,818

Deadline: 10/15/2025

Description: Owner is planning to open an artist studio, display space, and art retail space in a long vacant building close to Public Square. Owner plans to collaborate with local artists and the Washington County Arts Council (WCAC) for events and workshops at the location.

-

Name: Motherland Kitchen

Address: 57 S. Potomac Street

Property Owner: BCO Management Company LLC

Award Amount: Up to \$34,329

Deadline: 10/15/2025

Description: Owner is planning to open an African/Caribbean food restaurant specializing in Cameroonian cuisine. The restaurant will have a few meat-based dishes, but will focus on a vegetarian and vegan-friendly menu. Owner plans to move open once landlord completes planned renovations for the space.

-

Name: Hagerstown Vintage, LLC

Address: 138 W. Washington Street, Suite #140

Property Owner: Wareham Building LLC

Award Amount: Up to \$9,000

Deadline: 10/15/2025

Description: Owner is looking to open a “curated, high-quality vintage store” with vintage toys, video games, and furniture for the community. Business would be looking to occupy a currently vacant space in the Wareham Building.

SUBRECIPIENT AGREEMENT
BETWEEN THE CITY OF HAGERSTOWN, [SUBRECIPIENT 1], AND
[SUBRECIPIENT 2]

This Agreement is entered into as of this _____ day of _____, 2025 by and between the DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT acting by and through the CITY OF HAGERSTOWN, a body corporate and political subdivision of the State of Maryland, (herein called the "CITY"), [NAME OF PROPERTY OWNER], ("herein called "SUBRECIPIENT 1" or "PROPERTY OWNER") and [NAME OF BUSINESS], ("herein called the "SUBRECIPIENT 2" or "BUSINESS"). SUBRECIPIENT 1 and SUBRECIPIENT 2 are sometimes hereinafter referred to collectively as the "SUBRICIPIENTS" or the "SUB-GRANTEES." The SURECIPIENTS and the CITY are sometimes hereinafter referred to collectively as the "PARTIES."

WHEREAS, the CITY has received a grant in the amount of \$300,000 from the State of Maryland's Department of Housing and Community Development, desires to allocate a portion of this funding to the subrecipients in order to help lower the barriers associated with storefront reactivation within the City's Main Street District of its corporate boundaries; and

WHEREAS, the CITY has allocated these funds to a Main Street Startup Grant Program to attract new and expanding businesses within the City by supporting them with business rental assistance and business improvement costs in order to create jobs, increase economic activity and foot traffic, and bring additional businesses the community **in response to the economic impacts of the COVID-19 pandemic**; and

WHEREAS, Congress in passing the Coronavirus State and Local Fiscal Recovery Fund, (herein called "SLFRF"), a part of the American Rescue Plan Act ("herein called "ARPA"), has placed an emphasis on the prevention, preparation, and response to the COVID-19 pandemic by delivering \$350 billion to State, Local, Territorial and Tribal government to aid in such purposes; and

WHEREAS, the PROPERTY OWNER is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the PROPERTY OWNER has been identified as a subrecipient to receive ARPA funds to support the opening of a new business space within its premises inside the City of Hagerstown (hereinafter referred to as the "Project"), and

WHEREAS, the BUSINESS is a private, for-profit individual or corporation incorporated in the State of Maryland and presently in good standing; and

WHEREAS, the BUSINESS has made a request to the CITY to receive ARPA funds to support the opening business space within the City of Hagerstown (referred to as the "Project"), and

WHEREAS, the project activities by the BUSINESS are consistent with the ARPA eligible expenditure category of "Negative Economic Impacts: Assistance to Small Businesses," and the Main

Street Startup Grant Guidelines and Application Form which are incorporated as part of this agreement as Exhibit A need to attach;

WHEREAS, both the PROPERTY OWNER and BUSINESS further agree to develop and retain sufficient documentation, as described herein below, to clearly support the ARPA eligible activity for each instance of assistance provided by the BUSINESS; and

WHEREAS, the parties hereto have duly executed this SUBRECIPIENT AGREEMENT for the expenditure of ARPA funds.

NOW, THEREFORE, it is agreed between the parties hereto that:

1. GRANT APPROVAL

The BUSINESS has been approved for a grant as outlined in Exhibit B, attached hereto and incorporated herein, which includes the Grant Amount, the Minimum Required Match, and Performance Deadlines.

2. SCOPE OF SERVICE

The Subrecipients shall be responsible for execution of the Project in a manner satisfactory to the City and consistent with any standards required as a condition of the allocation of ARPA funds. Such Project shall include the following activities or expenses eligible under the program:

- A. Business Rental Assistance paid directly to the Property Owner with a commitment from the business to occupy the space for a minimum of one (1) year.
- B. Small Business Improvements used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.

3. BUDGET

The City shall disburse the PROPERTY OWNER its allowable costs for the services identified in this Agreement, not to exceed six months of eligible business rental expenses identified in the lease agreement, in ARPA funds as approved by the City.

The City shall reimburse the BUSINESS its allowable costs for the services identified in this Agreement not to exceed the Grant Amount identified in Exhibit B in ARPA funds for eligible incurred costs upon presentation of properly executed reimbursement forms or receipts as approved by the City.

Such reimbursement shall constitute full and complete payment by the City under this Agreement. Allowable costs shall mean those identified in the approved Scope of Service. Unless any or all such costs are disallowed by the City or the U.S. Department of the Treasury.

Any reimbursement made under this Agreement must comply with the applicable requirements or 24 CFR Part 85.

The City may require a more detailed budget breakdown, and the Subrecipients shall provide such supplementary budget information and payment or purchase records in a timely fashion in the form and content prescribed by the City. Any amendments to this Agreement's Budget must first be determined by the City as consistent with its ARPA contract and then approved in writing by the City.

4. PAYMENT

It is expressly understood that the total amount to be paid by the CITY under this Agreement shall not exceed the Grant Amount identified in Exhibit B. **Expenses for general administration and operations or façade and signage shall not be paid under this Agreement.** Claims for reimbursement will not be submitted in excess of actual, immediate cash requirements necessary to carry out the purposes of this Agreement. Funds available under this Agreement will be utilized to supplement rather than supplant funds otherwise available. **No disbursement will be paid if the City finds that the request is, in any way, non-compliant with all award conditions, allowable use of funds, reporting, City and Federal procurement policies, and all other requirements outlined in this agreement.**

Reimbursement requests must be submitted to Chris Siemerling, Economic Development Specialist, Department of Community and Economic Development, 14 N. Potomac Street, Suite 200A, Hagerstown, Maryland, 21740, csiemerling@hagerstownmd.org. Payments shall be made within the City's standard payment processing timeframes after staff's determination that receipts provided are complete and payment is warranted under the terms of this Agreement.

5. PERFORMANCE MONITORING

The City will monitor the performance of the Subrecipients by tracking project progress, reviewing payment requests for applicable costs, overseeing compliance with ARPA requirements, and ensuring recordkeeping and audit requirements are met. Substandard performance as determined by the City will constitute non-compliance with this Agreement.

If action to correct such substandard performance is not taken by the Subrecipients within a reasonable period of time after being notified by the City, contract suspension or termination procedures will be initiated.

6. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individual in the capacities indicated below, unless otherwise modified by subsequent written notice. Communications and details concerning this Agreement shall be directed to the following contract representatives:

CITY OF HAGERSTOWN

Christopher Siemerling
Economic Development Specialist

SUBRECIPIENT 1
PROPERTY OWNER

Title -

City of Hagerstown

[NAME OF PROPERTY OWNER]

14 N. Potomac Street, Suite 200A
Address

Address

Hagerstown, Maryland 21740
City, State and Zip

City, State and Zip

Telephone: 301-739-8577 ext. 822

Telephone: _____

Email: csiemerling@hagerstownmd.org

Email: _____

SUBRECIPIENT 2
BUSINESS OWNER

Title -
[NAME OF BUSINESS]

Address

City, State and Zip

Telephone: _____

Email: _____

7. GENERAL CONDITIONS

A. General Compliance

The Subrecipients agree to comply with the requirements of Title 2 of the Code of Federal regulations, Part 200 (the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards), including subpart D of these regulations.

B. Independent Contractor

Nothing contained in this Agreement is intended to, or will be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipients will at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The City will be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipients are an independent contractor.

C. Hold Harmless

The Subrecipients will hold harmless, defend and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipients' performance or nonperformance of the services or subject matter called for in this Agreement.

"Sub-grantees shall further indemnify and hold harmless, the Department of Housing and Community Development, a principal department of the State (the "**Department**"), its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Sub-grantee (or its officers, agents, employees, successors or assigns) of any of PROPERTY OWNER'S OR BUSINESS'S rights or obligations under this Agreement."

D. Workers' Compensation

The Subrecipients shall provide Workers' Compensation Insurance Coverage for all of its employees involved in the performance of this Agreement.

E. Insurance and Bonding

The Subrecipients shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage. Subrecipient shall provide a valid Certificate of Insurance which will be attached to this Agreement upon signature as Exhibit C, attached hereto and incorporated herein.

F. Funding Source Recognition

The Subrecipients shall insure recognition of the roles of the City in providing services through this Agreement. All improvements facilities and items utilized pursuant to this Agreement will be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. Amendments

The City or Subrecipients may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Except as set forth in any duly executed amendment, such amendments will not invalidate this Agreement, nor relieve or release the City or Subrecipients from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amount, or for other reasons. If such amendments result in a change in the funding, scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both the City and Subrecipients.

H. Suspension or Termination

In accordance with 2 CFR 200.341, the City may suspend or terminate this Agreement if one or both of the Subrecipients materially fail to comply with any terms of this Agreement, which include (but are not limited to) the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and U.S. Department of the Treasury guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipients to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Failure to maintain current entity registration and Unique Entity ID in SAM.gov.

In accordance with 2 CFR 200.341, this Agreement may also be terminated for convenience by either the City or the Subrecipients, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the City may terminate the award in its entirety.

8. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipients agree to comply with 2 CFR 200, including Subpart F regarding audit requirements pursuant to the Single Audit Act, and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipients will administer its program in conformance with Uniform Guidance Procurement Standards, 2 CFR 200, as applicable. These principles will be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to Be Maintained

The Subrecipients shall maintain all records required by the Federal regulations specified in 2 CFR 200.334 that are pertinent to the activities to be funded under this Agreement. Such records will include but not be limited to:

- a. Records providing a full description of the project budget and expenditures for eligible activities;

- b. Records demonstrating that each activity undertaken is in response to the COVID-19 public health emergency or its economic impacts;
- c. Records required to determine the eligibility of activities;
- d. Records documenting compliance with Executive Order 13985 regarding Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, Coordination of Non-Discrimination in Federally Assisted Programs, 28 CFR Part 42 and all other laws and regulations relating to nondiscriminatory use of Federal Funds. Those requirements include ensuring that entities receiving Federal financial assistance do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age or sex (including sexual orientation and gender identity);
- e. Financial records as required by 2 CFR 200.500-200.507.

2. Access to Records and Retention

All such records and all other records pertinent to this Agreement and work undertaken under this Agreement will be retained by the Subrecipients for a period of three years. The retention period begins on the date of the submission of the City's first quarterly report to the Department of the Treasury in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the three-year period, whichever occurs later.

3. Data

The Subrecipients shall maintain records of ARPA-eligible activities and expenditures, which shall also be made available to City monitors or their designees, U.S. Department of the Treasury, or other authorized representatives for review upon request.

4. Disclosure

The Subrecipients understand that, subject to the Maryland Public Information Act, client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the administration of the City's or Subrecipients' responsibilities with respect to services provided under this Agreement, is prohibited by **State or Federal law** unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Closeouts

The Subrecipients' obligation to the City shall not end until all closeout requirements are completed. Activities during the closeout period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, program income balances and accounts receivable to the City), and determining the custodianship of records. Notwithstanding the foregoing, the terms of

this Agreement shall remain in effect during any period that the Subrecipients have control over ARPA funds, including program income.

6. Audits and Inspections

If the Subrecipients expends \$750,000 or more in a year in Federal awards, the Subrecipients shall have a single or program-specific audit conducted for that year in accordance with the requirements as set forth in 2 CFR Part 200.501 and 2 CFR Part 200.507. Subrecipients must send a copy of the final report to the City within either 30 days of the report's issuance or nine months after the end of the audit period based on whichever event occurs first. The City also reserves the right to engage an auditor to perform 2 CFR Part 200.501 audits on the Subrecipient. Furthermore, the City must approve any independent auditor engaged to assure that the auditor is qualified and meets Government Accounting Office Standards and evaluate the scope of the audit to ensure compliance with 2 CFR Part 200 requirements. This grant is made pursuant to and is identified as follows:

- a. Federal Grant Title: Coronavirus State and Local Fiscal Recovery Fund
- b. Catalog of Federal Domestic Assistance Number (CFDA): 21.027
- c. Federal and/or State Identification Numbers: B-18-MC-24-0012

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the City, U.S. Department of the Treasury, and duly authorized officials of the State and federal government, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient.

Failure of the Subrecipients to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

C. Reporting

1. Progress Reports

At such times and in such forms as the Department of the Treasury or the City may require, there shall be furnished to or the City such statements, records, reports, data and information as the Treasury or the City may request pertaining to matters covered by this Agreement. Specifically, the City shall require Subrecipient to submit quarterly reports which shall include a brief project progress summary, as applicable.

Said quarterly reports shall be submitted in a timely fashion to the Economic Development Specialist within 7 calendar days (or the first business day after the 7th day) after the end of each calendar quarter) and subject to the approval of the City prior to disbursement of Subrecipients as set forth hereinabove. The City and Subrecipients reserve the mutual right to publish and/or make public, with the consent of both parties, the reports or other results of services under this Agreement, but without disclosing the

names or other identifying information of the Clients served. Quarterly reports shall be submitted in accordance with the following reporting schedule:

<u>Quarter End Date</u>	<u>Subrecipient Due Date</u>
XX/XX/XXXX	XX/XX/XXXX
XX/XX/XXXX	XX/XX/XXXX

ALL GRANT FUND MUST BE EXPENDED ON OR BEFORE DECEMBER 31, 2025.

9. PERSONNEL AND PARTICIPANT CONDITIONS

A. Federal Compliance

The Subrecipients agree to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) DocuSign Envelope ID: CBAFC48B-BBA2-4D17-AC68-B5BD27F9A377 Page 5 of 7 applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis-Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act

(40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

10. CONDUCT

A. Assignability

The Subrecipients will not assign or transfer any interest in this Agreement without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Subrecipients from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer will be furnished promptly to the City.

B. Conflict of Interest

No member of the City's governing body and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning or carrying out of the Program, will have any personal financial interest, direct or indirect, in this agreement; and the Subrecipients will take appropriate steps to assure compliance.

The Subrecipients agree to abide by the provisions of 24 CFR 84.42 and 570.611, which includes maintaining a written code or standards of conduct that will govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

The Subrecipients covenants that its employees have no interest and will not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of services hereunder. The Subrecipients further covenants that in the performance of this Agreement, no person having such interest will be employed.

C. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The lower tier contractor certifies, by signing this contract that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 - a. Where the lower tier contractor is unable to certify to any of the statements in this contract, such contractor will attach an explanation to this contract.
 - b. The contractor further agrees by signing this contract that it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

D. Copyright

If this Agreement results in any copyrightable material or inventions, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

E. Religious Activities

The Subrecipients agree that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

11. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement will not be affected thereby and all other parts of this Agreement will nevertheless be in full force and effect.

12. PERFORMANCE WAIVER

The City's failure to act with respect to a breach by the Subrecipients does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision will not constitute a waiver of such right or provision.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the City and the Subrecipients for the use of funds received under this Agreement and it supersedes all prior communications and proposals, whether electronic, oral, or written between the City and the Subrecipient with respect to this Agreement.

IN WITNESS WHEREOF, the CITY and the SUBRECIPIENTS have executed this agreement as of the date and year last written below.

DEPARTMENT OF COMMUNITY
AND ECONOMIC DEVELOPMENT
BY AND THROUGH
THE MAYOR AND CITY COUNCIL OF
HAGERSTOWN

PROPERTY OWNER
[SUBRECIPIENT 1]

By: Christopher Siemerling

By: _____

Title: Economic Development Specialist

Title: _____

Date: _____

Date: _____

[SUBRECIPIENT 2]

BUSINESS

By: _____

Title: _____

Date: _____

EXHIBIT A
GRANT PROGRAM GUIDELINES & APPLICATION FORM



Main Street Startup Grant Guidelines

The City of Hagerstown has developed an incentive program to revitalize vacant storefronts within the designated Main Street District, which is part of the City's Sustainable Communities Area, and lower the barriers that may prevent entrepreneurs from opening a small business to increase their chances of success in the early stages of operation.

Guidelines:

- Grants shall be awarded under the Main Street Startup Grant Program up to maximum of \$50,000, with no minimum amount required. A cross-department Review Committee will use the following criteria in determining grant eligibility:
 - Applicant/Project Need,
 - Viability of Business Plan/Business Experience & Capacity,
 - Economic Impact of the Project,
 - Proximity to Public Square,
 - Renovation Budget,
 - Square Feet Being Leased,
 - Length of Prior Vacancy.
- The program will consist of two main components that can be combined – Business Rental Assistance and Small Business Improvements.
- Business Rental Assistance will provide up to six (6) months of business rental expenses paid directly to the landlord with a commitment from the business to occupy the space for a minimum of one (1) year.
- Small Business Improvements will require a 1:1 match from the applicant completing the project. Example: A \$10,000 grant would require a match of at least \$10,000 for a total project cost of \$20,000.
- Funds may be used for the renovation/fit-out of an eligible space, the purchase of furniture, fixtures, and equipment, and business marketing/promotion services.
- Applicants must be the party responsible for the costs of the improvements.
- Applicants may apply for up to \$50,000 per business. A building may be eligible for more than one grant if the building contains multiple vacant commercial spaces, each to be occupied by separate businesses. No more than three (3) storefronts will be eligible within a single building.

- A project may be defined as “in planning”. In-progress or completed projects are ineligible. Project must start within 3 months of approval, and lease must not be signed prior to 9/1/2024.
- Property location/project must be located within the designated Main Street area of the City of Hagerstown.
- Timeline must show completion of project, as described by the applicant in the Application and Development Plan, no later than 10/15/2025.
- Applicants may apply and utilize other grant and incentive programs, such as Invest Hagerstown, but must provide unique expenses/receipts for each program used.
- All upgrades must be performed to City Code and will be regulated through the City’s Planning and Code Administration Department.
- All projects shall comply with Federal, State and Local codes, laws and ordinances.

Eligible Applicants:

- Retail/Restaurant-based businesses such as Specialty/Unique Retail, Apparel Store, Entertainment or Experience related business, Food and Beverage Establishment, Bookstore, Boutique, etc.
- New and existing business owners seeking to open or expand their businesses into currently vacant storefronts within the City’s Sustainable Communities Area.
- Eligible spaces are defined as currently vacant commercial tenant spaces, or a space where a property owner has received a notice to vacate.
- A signed letter of intent or draft/signed lease is a required attachment. Applicant must demonstrate they are responsible for the expense of the scope of work proposed.

Ineligible Applicants:

- Non-vacant storefronts
- Non-profit businesses or organizations
- Office Based Businesses or Personal Care Service Businesses (e.g. salons, barbershops, massage)
- Façade & signage improvements, except the replacement of exterior storefront doors and windows, are ineligible for funding and/or match requirements.
- Grants will not be provided for properties containing certain types of businesses, including: pawn shops, gun shops, massage parlors, adult video/book shop, adult entertainment facilities, tanning salons, check-cashing facilities, gambling facilities, tattoo parlors, liquor stores.
- Individuals, businesses, and properties not in Good Standing with the City of Hagerstown or State of Maryland will not be considered.

Application Process and Requirements:

1. Complete the Main Street Startup Grant Application and provide all required attachments.
2. Return completed application and required attachments via email to dcled@hagerstownmd.org, or in person/mail to 14 N. Potomac Street, Suite 200A, Hagerstown, MD 21740.
3. All applications and supporting documents must be submitted for consideration no later than 9/1/2025.
4. All grants are subject to funding availability.
5. All applications shall be reviewed by a cross-department review committee on a first-come, first-served basis. Each application requires approval of a resolution by the Mayor and City Council.
6. The Review Committee will review the application and supporting documents to determine the eligibility and level of funding that may/may not be awarded.
7. Approved applicants will receive a Subrecipient Agreement, Rental Assistance Form, and Letter of Commitment from the City of Hagerstown which may be used to assist in financing the project. A copy of the templated Subrecipient Agreement is attached. Applicants will have seven (7) calendar days from the Mayor and City Council approval of the Resolution to sign this agreement, or the City may forfeit the approval.
8. Grants will be paid following the completion of an approved project and submission of final receipts for the approved scope of work/intended purchases.
9. The City will issue a 1099 form following grant disbursement, and the grant may be taxable based on that year's State and Federal tax guidelines.
10. Once a project is approved, any changes in the scope or timeline will require the project to be resubmitted for determination of continued eligibility.
11. A signed lease showing a minimum duration of one (1) year or longer.
12. Additional project information may be requested at any time during the process.

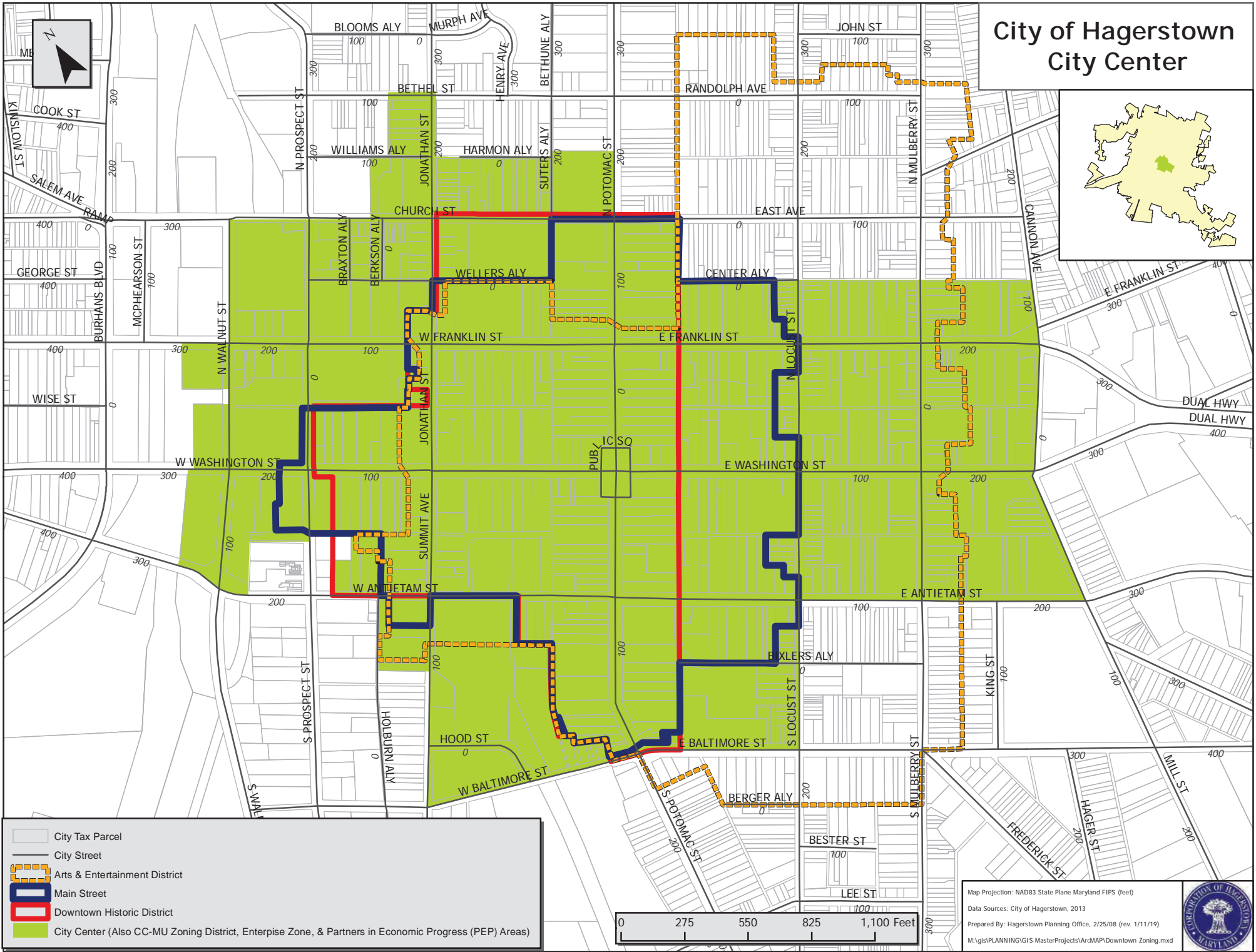
Please direct questions to:

Department of Community & Economic Development

City of Hagerstown

14 N. Potomac, Suite 200A, Hagerstown, MD 21740

Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org





MAIN STREET STARTUP GRANT Application Form

Property Information

Property Address: _____, Hagerstown, MD Zip: _____

Applicant Information:

Name: _____

Company: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Email: _____ Website: _____

Are you a For-Profit Business? (Yes / No)

Have You Received Project Restore Funds In The Past? (Yes / No)

Project Information

Expected Start Date: _____

Expected Completion Date: _____

Total Project Cost: \$ _____

Grant Request Amount (Max \$50,000): \$ _____

Project Square Feet: _____ sqft

Has the property been vacant, and if so, for how long? (Yes / No)

Vacant Since _____ (month/year)

Terms of Lease:

Lease Start Date: _____ Number of years: _____

How many new jobs will be created within 2 years of the project's completion? _____ new jobs

Proposed Project Expenses

		Sources of Funds (1:1 Match)	
Item	Total	Business Owner	Grant Funding
Electrical Upgrades			
Plumbing Upgrades			
Bathroom Upgrades			
HVAC Upgrades			
Accessibility Upgrades			
Marketing			
Business Rent			
Other			
GRAND TOTAL			

Required Attachments:

ALL APPLICANTS:

- ☐ Narrative Description of Project (Development Plan) to Include:
 - Description of the Project including renovations, improvements, and upgrades to existing facilities;
 - Description of planned occupancy; and
 - Description of the anticipated economic impact of the project on the immediate commercial area/neighborhood
 - Information on the team completing the project, including:
 - Business Owner(s)
 - Property Owner(s)
 - Architects
 - Contractors
- ☐ Business Plan
- ☐ Project Timeline
- ☐ Project budget and contractor cost estimates itemizing the scope of work for the project
- ☐ If the applicant is acting as its own General Contractor, at least one outside construction cost estimate for the full scope of work for the project must be provided to illustrate that expenses are in line with market-rate costs.
- ☐ Financing plan showing proposed funding sources and any other incentives or grants being used (bank statement, confirmed loan letter, award letters, etc.)
- ☐ Photo(s) including 1 front, street view of the property
- ☐ Design Plans/Floor Plans
- ☐ Completed Vendor Forms
- ☐ Signed Letter of Intent, copy of a draft or executed lease showing a minimum duration of one (1) year. If a draft lease is submitted, a final executed lease reflecting the same terms and conditions will be required prior to finalization of the incentive.

Applicant Signature:

By signing below, I certify that the information above is true and correct, I agree to comply with the program requirements and eligibility as described in the Main Street Startup Grant Guidelines. I further acknowledge that I have read, understand, and accept the terms and conditions of the program's Subrecipient Agreement. I understand that if my application is approved, failure to comply will result in termination of the Letter of Commitment and forfeiture of grant funds committed.

Applicant's Signature

Date

Return to:

City of Hagerstown
Department of Community & Economic Development
14 N. Potomac, Suite 200A, Hagerstown, MD 21740
Phone: 301-739-8577 ext 111 Email: dcled@hagerstownmd.org

EXHIBIT B
GRANT APPROVAL

Main Street Startup Grant Program

Exhibit B Grant Approval

Name
Company
Address
Hagerstown, MD 21740
email
phone

Grant Approval

Company

Property Address: **Address**

Grant Amount: Up to \$add

Rental Assistance Grant Component: \$add

Business Improvement Grant Component: \$add

Minimum Required Match: Up to \$add

Total Business Improvement Grant and Minimum Required Match: Up to \$add
(Submitted receipts must total at least this amount.)

Total Project Costs: \$add

Approval Date: Effective Upon Final Signatures of the Subrecipient Agreement

Approval Status: [X] Planned

Receipt Date: Date on each receipt must be on or after: Effective Upon Final Signatures of the Subrecipient Agreement

Project must start: Within 3 Months From Final Signatures of the Subrecipient Agreement

Completion Deadline Date/Receipt Submission Deadline Date: 10/15/2025

All policies and guidelines of the grant program apply, and they include the following:

1. Applicant must complete project consistent with the attached application and approved project expenses.
2. The City of Hagerstown will issue a 1099 form following grant disbursement, and the grant may be taxable.
3. Receipts must be for eligible projects costs for work listed and must equal or exceed the "Total Grant and Minimum Required Match" amount shown above. The City reserves the right to request additional receipts matching Total Project Costs.
4. A project will have an Approval Status of "Planned". The date on all receipts submitted must be after the "Receipt Date" shown above.
5. The applicant shall purchase the product or services, then submit the paid receipts once the project is completed.
6. All work and all inspections for the full scope of work for the project must be completed by the "Completion Deadline Date/Receipt Submission Deadline Date."
7. All receipts must be submitted by the "Completion Deadline Date/Receipt Submission Deadline Date."
8. Funds will only be disbursed after staff have verified that all work of the application and approved project expenses is completed to the City's satisfaction including all required inspection approvals and that the receipts requirement has been met.
9. The applicant must remain in good standing with the City of Hagerstown and the State of Maryland.

10. All work for the project must be performed by licensed, permitted contractors and must comply with local, state, and federal codes and ordinances. All code upgrades must be performed to City Code.
11. The City has the right to terminate the grant commitment and reallocate the funds if the project does not start by the "Project must Start by" date.
12. The City has the right to terminate the grant commitment and reallocate the funds if the project is not completed by the "Completion Deadline Date" shown above.

EXHIBIT C
CERTIFICATE OF INSURANCE

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Wastewater Deduct Meter: Maryland Cultivation and Processing, LLC at 560 Western Maryland Parkway,
Hagerstown – *Nancy Hausrath, Director of Utilities*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name	Description
MEMO_WASTEWATER_DEDUCT_METER_560_WESTERN_MARYLAND_PKY_04152025.docx	Memo Wastewater Deduct Meter
MOTION_DISTRICT_CANNIBIS_WASTEWATER_DEDUCT_METER_04222025.docx	MOTION Request - Wastewater Deduct Meter
District_Wastewater_Letter_7-16.pdf	



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

Memorandum

To: Scott Nicewarner, City Administrator
From: Nancy Hausrath, Director of Utilities
Re: Wastewater Deduct Meter – IIP MD 3 LLC
(560 Western Maryland Parkway, Hagerstown)
Date: April 9, 2025

City Code § 240-63.A states that the charges and rates for the use and service of the public sanitary sewer system of the City charged to the owners of every building, dwelling house or other property connected with or using such system within the corporate limits of the City of Hagerstown shall be based on the amount of water delivered to the property from a public or private water supply as determined by meter readings or established minimums in accordance with the schedule of sewer rents, rates and charges which the Mayor and Council of the City of Hagerstown shall from time to time fix, establish and adjust.

City Code does allow for exemptions for wastewater billing in Section 240-69 which states “Whenever it may be established that the entire amount of water delivered to any property through a metered line from either a public or private water supply does not and cannot enter the WPC system but is legally discharged or consumed in such a manner as not to impose on the WPC system, an exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to such measurable water consumption which may be undelivered to the WPC system, provided that it shall first be determined by the approving authority that this is in fact existing.”

The City was approached by Maryland Cultivation and Processing, LLC requesting consideration for a wastewater deduct meter (correspondence attached). The chart below shows the actual water usage for the past two-years. A meter will be installed on the agricultural water line and will be billing-accurate per AWWA standards. The chart below provides current allocation data for water and wastewater and the cost to purchase additional allocation.

Please note that staff visited the facility twice to observe the agricultural operation as it pertained water recycle and reuse. Important to note is that there are no floor drains in the agricultural operation – all water is collected and transferred to a holding tank and blended with potable water and fertilizer and reused.

With Mayor and City Council approval of a wastewater flow meter for Maryland Cultivation and Processing, LLC, staff will issuance of a non-significant user pre-treatment permit to ensure compliance with Clean Water Act requirements and to ensure annual meter calibration for billing accuracy. No additional wastewater capacity is needed with approval of the wastewater deduct meter. The wastewater treatment capacity required without the approval of a wastewater deduct meter will increase to approximately 6,708 GPD. The EDU capacity retained in our wastewater system with approval of a deduct meter is approximately 34-EDUs.

Staff will be available at April 15, 2025 Mayor and City Council Work Session to discuss and answer any questions that arise.

Read Date	Usage	Avg Cons	Use Days	Annual GPD
02/13/2025	9,880	10,857.143	91	9,989
11/14/2024	9,370	10,411.111	90	
08/16/2024	8,395	9,225.275	91	
05/17/2024	9,730	10,576.087	92	
02/15/2024	8,765	9,738.889	90	
11/17/2023	6,550	7,197.802	91	7,603
08/18/2023	7,275	7,994.505	91	
05/19/2023	7,085	7,701.087	92	
02/16/2023	6,840	7,516.484	91	

Current Allocation			
Water	Wastewater		
7,603	3,281		
Needed Allocation		Capacity Retained	
Water	Wastewater	Wastewater	
2386	6,708	EDUs	34
Cost for Additional Allocation			
\$ 14.94	\$ 26.27		
Water	Wastewater		
\$ 35,646.55	\$176,218.65		

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: April 22, 2025

TOPIC: Approval of Wastewater Deduct Meter at 560 Western Maryland Parkway

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for the Mayor and City Council to approve the attached request from Maryland Cultivation and Processing, LLC located at 560 Western Maryland Parkway, Hagerstown, MD for a sewer deduct meter in accordance with City Code § 240.69 Exemption of Service Charge which allows for a sewer deduct meter whenever it is established that the entire amount of water delivered through a meter does not and cannot enter the Hagerstown wastewater collection system but is legally discharged or consumed in such a manner as not to impose on the Hagerstown collection system. An exemption of the sanitary sewer service charge may be made on application of the customer, within the absolute discretion of the Mayor and Council as to the measurable water consumption which may be undelivered to the WPC system. The wastewater deduct is further described in the attached Staff Memo dated April 9, 2025.

DATE OF INTRODUCTION: 04/22/2025
DATE OF PASSAGE: 04/22/2025
EFFECTIVE DATE: 04/22/2025

C. WILLIAM FRICK
THE FRICK FIRM, LLC
6403 WINSTON DRIVE
BETHESDA, MD 20817
bill@billfrick.com
(240) 475-8251

July 16, 2024

Mr. Scott Nicewarner
City Administrator
City of Hagerstown, MD
One E. Franklin St.
Rm 202
Hagerstown, MD 21740

via email & overnight delivery

Dear Mr. Nicewarner,

I am writing on behalf of my client Maryland Cultivation and Processing LLC, better known by its trade name District Cannabis (“District”). The purpose of this letter is to formally alert the city of an issue that District has been facing with the city’s wastewater policies, and to ask for your assistance in coming to a fair resolution of the issue.

DISTRICT BACKGROUND

District operates an 82,000 SF state-of-the art cannabis cultivation and packaging facility within the Hagerstown city limits at 560 Western Maryland Parkway. Since first investing in Hagerstown in 2018, the company has continued its commitment to the region. District is in the process of opening a 23,000 SF processing facility at 108 Western Maryland Parkway and a 5,000 SF dispensary at 17276 Valley Mall Rd in Hagerstown. The company is poised to employ nearly 150 people in greater Hagerstown by the end of the year in well-paying, stable jobs with benefits.

In short, District is quickly becoming a Hagerstown success story, and we hope much more is to come.

WASTEWATER POLICY

The issue that I am asking for your help addressing concerns the way the city determines volumes for wastewater charges. As you are aware, Hagerstown levies separate volumetric fees for water and wastewater. Under current policy, Hagerstown measures the water volumes delivered via meter, and charges customers for *both* water and wastewater based on the volumes of water delivered, regardless of how much wastewater is actually discharged. The City also levies allocation charges on customers based on usage patterns; the allocation charges for both water and wastewater are based solely on metered water volumes.

The assumption that wastewater volumes are equivalent to delivered volumes may be rational and appropriate for other residential or commercial settings. In the case of District's cultivation facility, however, we know for certain that this assumption is incorrect. Much of the water delivered to the cultivation facility is used to irrigate plants, which means that the water will evaporate, be metabolized by the plants, or captured for reuse. None of the water used for irrigation is directed to the wastewater system. District employs sophisticated sensors and measurement technology to manage irrigation, which allow us to determine that half of the water delivered to the cultivation facility is consumed instead of discharged as wastewater.¹

The City's flawed volume assumption has led to thousands of dollars in overcharges for wastewater. In May, the City levied water and wastewater allocation charges of \$172,880, based on finding that District had utilized 4,322 gallons per day in excess of its allocated volumes. The City charged District \$110,211, alleging that it discharged 4,322 gallons per day in excess of its wastewater volumes. Based on actual usage, however, the wastewater discharged would only have been 216 gallons per day in excess of the allocation, and the allocation charge should have been only \$5,508.

This unfair allocation penalty is in addition to regular quarterly wastewater charges that reflect incorrect volumes, essentially doubling increasing the company's wastewater volumes beyond amounts actually utilized, leading to several thousand dollars a month in overcharges.

As I am sure you can appreciate, a growing small business can ill afford to pay hundreds of thousands of dollars to local government for services that are not being used. The current situation is not just unfair – it is depriving District of resources that would otherwise go to hiring staff and making other investments in its Hagerstown-based operations.

¹ District used its sensor data to measure its water use over a recent 180-day period. Over that time, 54% of the water supplied went to irrigation. None of that water went into the wastewater system.

MOVING FORWARD

The company values its relationship with the City and is very grateful that Ashley Newcomer and Nancy Hausrath from the utilities team have been willing to engage in initial discussions with us. I am writing to you because we understand that some potential solutions may be beyond their authority to authorize independently.

We can envision several different ways to settle this matter. One solution discussed with Ms. Newcomer and Hausrath was by deploying wastewater meters; we understand these devices are readily available, but that the City would need to approve the use of such devices. Another alternative might be to use District's analytics to determine an accurate ratio of the water that is expended via irrigation, and to use such a ratio for wastewater charges. We are willing to be constructive and outcome-oriented in finding a solution that can avoid further conflict with our home jurisdiction.

We respectfully ask that the City meet with us to discuss potential resolution of this issue at your earliest convenience.

Sincerely,

C. William Frick
C. William Frick

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Request for New Position: Water Meter Serviceperson - *Nancy Hausrath, Director of Utilities and Tyler Puffenberger, Deputy Director Water and Wastewater*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

WATER_METER_SERVICE_TECHNICIAN -
_ADDITIONAL_POSITION_MEMO_03192025.docx

Description

Memo - New Position Water
Meter Serviceperson



CITY OF HAGERSTOWN, MARYLAND

Utilities Department

1 Clean Water Circle • Hagerstown, MD 21740

Telephone: 301-739-8577, ext. 650

Website: www.hagerstownmd.org

April 15, 2025

To: Scott Nicewarner, City Administrator

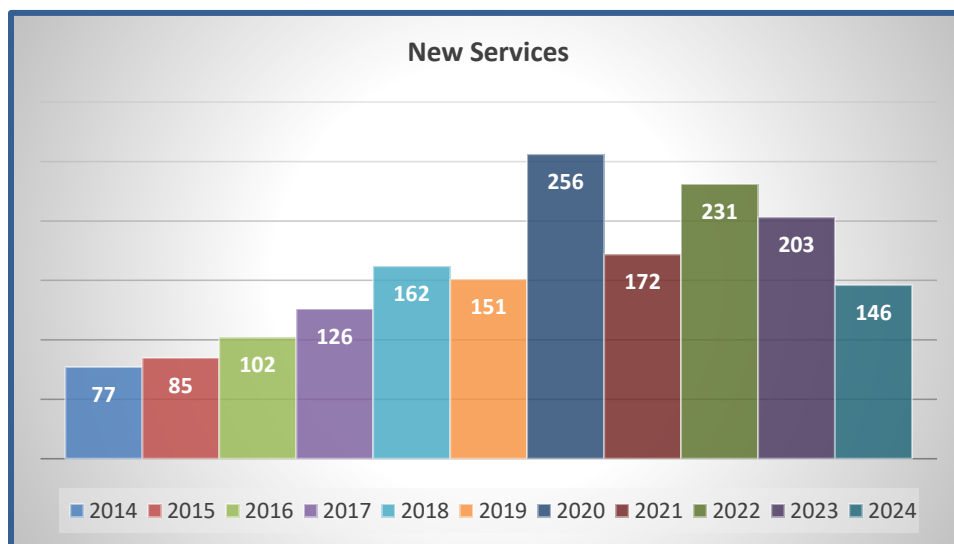
From: Nancy Hausrath, Director of Utilities
Tyler Puffenberger, Deputy Director Water & Wastewater

Subject: Request for New Position
Water Meter Serviceperson

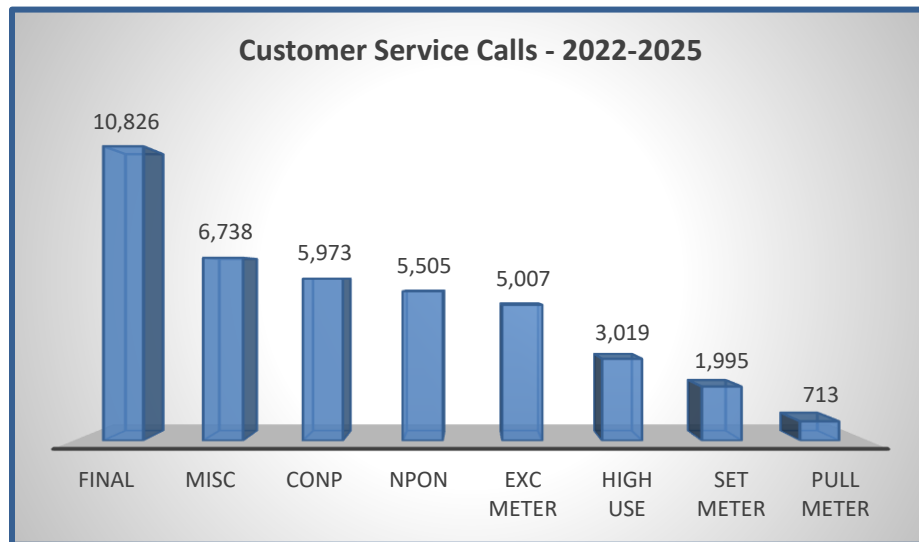
The Utilities Department – Water Distribution Division currently employs 25 full-time employees. Staffing in FY10 included 28 full-time employees. Positions were frozen and eventually eliminated associated with the 2006-2009 economic conditions.

The Water Distribution Division is responsible for the operation and maintenance of the potable water distribution system to include approximately 450 miles of transmission and distribution mains, 2,200-plus hydrants, over 32,000 meters and all appurtenances needed for effective water system operation (valves, blow-offs, etc.). Water Distribution is responsible for reading all water meters, responding to all customer service requests and/or complaints, shutting-off and restoring services for collections, meter exchanges, meter testing, etc.

Between 2014 and 2024, 1,749 new services were installed. The chart below shows the number of services per year – over the most recent 5-years period, 201 new services have been installed each year. In addition to the metered potable water services, 38 additional fireline meters were installed. Of the 1,749 services added, 1,476 are residential; 258 are commercial, industrial or public authority. Residential-multi customers make up the remaining new water services.



Ideally, Water Distribution operations would greatly benefit by restoring staffing to 28 full-time employees. However, staff is only requesting Mayor and City Council approval for one (1) Water Meter Serviceperson. This request is a result of the increase in our service population and the associated increase in requests from customers for service. Between January 1, 2020 and March 15, 2025, Water Distribution field crews completed over 37,900 customer service work orders. The chart below provides a description of the service work as well as the number of service orders completed per category. Please note that the miscellaneous service work includes frozen meters, water quality concerns, turn-off/turn on for customer leaks, etc. This table does not include field investigations that are needed prior to bill generation.



As stated above, the Water Distribution Division, in addition to responding to customer service concerns, is responsible for maintaining water quality throughout the water distribution system through the fire hydrant flushing program, inspecting and maintaining all meter installations for public safety, ensuring all fire hydrants are functioning properly, repairing water main and service line leaks, replacing water mains, repairing and/or replacing valves, etc.

Staff will be available at the April 15, 2025 Mayor and City Council work session to discuss and answer any questions you may have regarding adding one additional Water Meter Serviceperson position resulting from population growth and the associated increase in customer service workload.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Speed Camera Contract Extension/Stopgap Contract - *Chief Paul "Joey" Kifer*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Description

Speed_Camera_Extension_-_Stopgap_Contract.pdf

Memo - Speed Camera
Contract Extension

Calvert Co AUTOMATED SPEED ENFORCEMENT_SYSTEM_-
ALUMINUM-_EXPIRES_8-31-2029.pdf

Speed Camera Contract
- Calvert County



CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE
50 N. Burhans Blvd.

Non-Emergency 301-790-3700
Emergency 240-313-4345
Fax 301-733-5513

April 8, 2025

To: Scott Nicewarner,
City Administrator

From: Paul J. Kifer, *POIC*
Chief of Police

Re: Extension / Stopgap Contract and the Piggyback Contract with Calvert County

I am requesting to attend the Mayor & Council meeting on Tuesday, April 15, 2025, to discuss an Extension Stopgap Contract with Calvert County for the speed camera renewal. The Extension / Stopgap Contract could be good through June 1, 2025.

In regard to the Extension / Stopgap Contract, the redline revisions are the ones that the City Attorney drafted and that Altumint has already approved.

The City Attorney has also reviewed the attached Piggyback Contract and the highlights of that are as follows:

- The price for each camera goes up from \$2800/month to \$3499/month; however, the program remains cost-neutral, so we never have to pay more than the fees we receive from the citations in any given month.
- The piggyback contract offers better specs than before. The Contract is for 1 year, with 4 automatic 1-year renewals. We retain the right to terminate the contract for any reason, if we decide to.

A couple of things which the City Attorney would propose to change on the Calvert County piggyback contract (if Altumint is willing) are:

1. We don't want to agree that any litigation over the Contract occur in Calvert County, which is how it is currently drafted;
2. Their citation template shows a \$20 penalty on top of the \$40 citation. However, the City does not charge a penalty on its citations; and
3. There is a reference to the Florida Code, which has to be changed to the Maryland Transportation Code.

By way of background, the City currently has 12 speed camera sites. We issue about 25,000 tickets per year. Since we started our program in 2012, it has always been cost neutral for the



City, meaning it is completely paid for by the violators. This program does work and lowers speeding in the enforcement areas.

The Calvert County Piggyback Contract we are considering was bid out in an RFP by Calvert County and Altumint won that bid. HPD feels the price they are offering is fair.

The City's relationship with Altumint has been going well. They have been responsive to our needs as far as repairs or issues go with our speed camera sites. The Piggyback Contract does have a price increase, but keep in mind we have not had a price increase in over five years. In the Piggyback Contract, all of our current sites will be upgraded with new equipment at no additional cost.

Thank you.

EXTENSION OF AGREEMENT

THIS EXTENSION AGREEMENT IS MADE AND ENTERED INTO AS OF THE DATE OF THE LAST SIGNATURE BELOW, BY AND BETWEEN THE CITY OF HARGERSTOWN, HAVING OFFICES AT 1 E. FRANKLIN ST, HAGERSTOWN, MARYLAND 21740 ("CITY"), AND ALTUMINT, INC., HAVING OFFICES AT 4600 FORBES BOULEVARD, SUITE 203, LANHAM, MARYLAND 20706 ("ALTUMINT"), AS SUCESSOR-IN-INTEREST TO REKOR RECOGNITION SYSTEMS, INC. ("REKOR"), F/K/A BREKFORD CORP., D/B/A BREKFORD TRAFFIC SAFETY, INC. ("BREKFORD").

WHEREAS, the City and Brekford were parties to an Agreement for Installation and Operation of Speed Camera Enforcement System dated February 1, 2020 which incorporated an August 26, 2019 Agreement between Rekor and Calvert County, Maryland ("Agreement"); and

WHEREAS, the City and Brekford were parties to Collections Agreement dated February 1, 2020 ("Collections Agreement.");

WHEREAS, the Agreement extended until January 31, 2025;;

WHEREAS, on or about December 7, 2022, Altumint acquired Rekor and Rekor transferred and assigned the Agreement and Collections Agreement and all of Rekor's rights, duties and obligations thereunder to Altumint; and

WHEREAS, the Agreement and Collections Agreement are set to expire on January 31, 2025, and the parties hereto wish to extend and continue the Agreement and Collections Agreement.

NOW, THEREFORE, the parties covenant and agree as follows:

1. The Agreement and Collections Agreement are extended for the term commencing upon the expiration of the original term on January 31, 2025, and shall terminate upon June 1, 2025, unless sooner terminated under the terms of the Agreement. The parties shall negotiate, in good faith, a new agreement relating to the installation and operation of a speed camera enforcement system in the City and a new collections agreement between the City and Altumint to become effective on or before June 1, 2025.

2. This Extension Agreement shall be on all other terms and conditions as stated in the original Agreement and Collections Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Extension Agreement to be executed by their duly authorized representatives.

CITY OF HAGERSTOWN

By: _____
William McIntire
Mayor

Date: _____

ALTUMINT, INC

By: _____

Date: _____

Print Name: _____

Title: _____

REQUEST FOR PROPOSAL

BOARD OF COUNTY COMMISSIONERS

OF CALVERT COUNTY

PRINCE FREDERICK, MARYLAND 20678



RFP 2024-049

AUTOMATED SPEED ENFORCEMENT SYSTEM

PROCUREMENT OFFICE
129 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678
Charlotte.DeStephano@calvertcountymd.gov
410-535-1600/301-855-1243, Extension 2322

DUE DATE/TIME: Friday, May 3, 2024 by 2:00 p.m. (Local Prevailing Time)

PRE-BID MEETING: None

FINAL WRITTEN QUESTIONS SHALL BE DUE ON OR BEFORE APRIL 24, 2024 BY 2:30 P.M. (LOCAL PREVAILING TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PROCUREMENT OFFICE AT Charlotte.DeStephano@calvertcountymd.gov.

TABLE OF CONTENTS

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NOTICE TO CONTRACTORS

Sealed proposals shall be due on or before Friday, May 3, 2024 by 2:00 p.m. (Local Prevailing Time) for acknowledgement of receipt only for:

<p style="text-align: center;">RFP 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM</p>
--

A pre-bid meeting will not be held.

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

The Contractor may submit their sealed proposals as follows so they will be received in the office designated below no later than the exact time set for receipt of proposals:

1. Ship through UPS, Federal Express, or hand delivery to:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
129 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678

2. Ship through the United States Postal Service (USPS) to:

CALVERT COUNTY GOVERNMENT
PROCUREMENT OFFICE
COURTHOUSE, 175 MAIN STREET
PRINCE FREDERICK, MARYLAND 20678

NOTE: *The United States Postal Service does not deliver to the 129 Main Street address, Prince Frederick, Maryland 20678.*

Acceptance of proposals by Calvert County Government employees other than employees of the Procurement Office shall not be deemed proper delivery.

Where proposals are sent by any method to Calvert County Government's Procurement Office, the Contractor shall be responsible for their delivery before the date and time set for the closing of proposal acceptance. If the delivery is delayed beyond the due date and hour set for receipt of proposals, proposals shall not be accepted.

If an emergency or unanticipated event interrupts normal Calvert County Government processes so that bids cannot be received at the Calvert County Government Procurement Office by the exact time specified in this RFP and urgent Calvert County Government requirements preclude amendment of the bid opening date, the time specified for receipt of bids shall be deemed to be extended to the same time of day specified in this RFP on the first work day on which normal Calvert County Government processes resume.

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

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

Contractors shall be responsible for obtaining all documentation, including but not limited to any addenda issued by going to eMaryland Marketplace Advantage at <https://emma.maryland.gov> prior to submitting their proposal.

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

Unless otherwise specified, all proposals shall be binding for 160 calendar days following the date and hour set for receipt of proposals, unless extended by mutual consent of all parties.

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

Contractors are warned against unbalancing their price proposal as this will render them liable to rejection.

The right is hereby reserved to reject any or all proposals, and to waive informalities, as the interest of Calvert County Government may require.

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

Contractors shall carefully examine all documentation. In case doubt shall arise as to the meaning or intent of anything comprised in the specifications, inquiry shall be made to the Procurement Office before a proposal is submitted. Written questions and inquiries shall be accepted from all Contractors. The Procurement Office shall be the sole point of contact for this solicitation unless otherwise instructed herein. Written requests for information related to this RFP shall be directed to the Procurement Office, Charlotte DeStephano, Procurement Specialist, by E-Mail: Charlotte.DeStephano@calvertcountymd.gov. Unauthorized contact with

other Calvert County Government staff regarding this RFP may result in the disqualification of the Contractor. Inquiries pertaining to this RFP shall give the RFP number, title, due date, and time. ***Final written questions shall be due on or before Wednesday, April 24, 2024 by 2:30 p.m. (Local Prevailing Time).*** It shall be the responsibility of all Contractors to ensure they have received any addenda and other documents issued. Any addenda issued shall become a part of the Contract Documents and shall be fully considered by all Contractors during formation of proposals. The submission of a proposal shall indicate the Contractors thoroughly understands the terms of all Contract Documents.

Changes to the Information for Contractors or Technical Specifications and all documentation relating to this RFP shall only be made in writing. Calvert County Government assumes no responsibility for verbal instructions or interpretations.

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

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

- a. Price Proposal
- b. Technical (Q&E) Proposal Submittal which includes these required forms or documents:
 - Contractor's Technical Proposal
 - Name and Signature Requirements of Proposal and Contract
 - Non-Collusion Certificate
 - Anti-Bribery Affirmation Affidavit of Qualification to Respond
 - Addenda Issued
 - Questions and Answers/Clarification Issued

Acknowledgement of receipt only for this Request for Proposal shall be posted on Calvert County Government's website at <https://www.calvertcountymd.gov/3178/FY-2024-Bid-Results>.

REVISED – ADDENDUM NO. 1

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM
PRICE PROPOSAL

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision, and equipment necessary to provide AUTOMATED SPEED ENFORCEMENT SYSTEM, as specified in this RFP, to the Board of County Commissioners of Calvert County in accordance with ATTACHED SPECIFICATIONS and other documents herein and at the following bid price:

OPTION #1 - WITH LEASE FEES					
BASE BID					
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	QUANTITY	TOTAL BID
1	Automated System Lease Fee	per Month/ per Unit	\$ 3,499	12	\$ 41,988

ADDITIONAL FEES CHARGED TO THE COUNTY ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	DESCRIPTION (Provide a complete description)	UNIT OF MEASURE	UNIT PRICE
1	Lookup fee (beyond 250 lookups pooled/camera/ month or 3,000 lookups for 12 cameras)	Per registration lookup	\$ 12
2			\$

ADDITIONAL FEES CHARGED TO THE CITIZEN ASSOCIATED WITH PROCESSING CITATIONS, IF ANY (IF NO ADDITIONAL FEES, ENTER NONE.)			
ITEM #	DESCRIPTION (Provide a complete description)	UNIT OF MEASURE	UNIT PRICE
1	Convenience fee for online or customer service payment	Per transaction	\$ 4.95
2			\$

Verify math calculations. In the event of errors in computation, unit price shall be the determining factor for the total.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: _____

DocuSigned by:

B24E71A3407B456

DATE: 5/2/2024

ADDITION – ADDENDUM NO. 1

OPTION #2 – NO LEASE FEES CHARGED			
BASE BID FEES CHARGED			
ITEM #	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1	Lookup fee (beyond 250 lookups pooled/camera/ month or 3,000 lookups for 12 cameras) HC Redacted - pricing does not reflect description.	Per registration lookup	\$ 12
2	5/6/2024		\$
3			\$
4			\$
5			\$
6			\$
7			\$
8			\$

The Contractor may submit with their price proposal any history of objective data supporting the historical results of pricing structure offered.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: _____

DocuSigned by:

 B24E71A9407B459

DATE: 5/2/2024

ADDITION – ADDENDUM NO. 1

The Contractor may submit pricing on one or both options. Calvert County Government reserves the right to award based on Option #1 or Option #2 to the highest evaluated proposer taking price into consideration.

Calvert County Government will not accept any conditions requiring upfront fees or deposits.

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

No Contractor may withdraw his proposal within 160 calendar days after the opening thereof.

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

The time for performance of this contract shall begin from the Notice to Proceed or otherwise directed by Calvert County Government.

By signing and submitting a proposal, your firm acknowledges and agrees it has read and understands the Request for Proposal documents and agrees to the Contract Terms and Conditions as contained herein.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE:


DocuSigned by:
B2RE71P94078488

DATE: 5/2/2024

NAME AND SIGNATURE REQUIREMENTS FOR BID AND CONTRACTS

The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) for Maryland shall be used on all forms submitted.

A trade name (i.e., a shortened or different name under which the company does business) shall not be used when the legal name is different. Corporations shall have names that comply with State law. The Contractor's signature shall conform to the following:

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

CONTRACTOR'S LEGAL BUSINESS NAME	TELEPHONE NUMBER
Altumint, Inc.	888.332.8528
PRINCIPAL OFFICE ADDRESS 4600 Forbes Blvd Suite 203, Lanham, MD 20706	FAX NUMBER 301.577.3979
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS info@altumint.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT)	
Holly Cooper, Chief Executive Officer	
SIGNATURE OF ABOVE PERSON	DATE
	April 24, 2024
WITNESS	DATE
	4-24-2024

GENERAL TERMS AND CONDITIONS

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

BIDDER/OFFEROR/CONTRACTOR shall mean firms responding to this RFP with a bid.

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

CALVERT COUNTY or COUNTY shall mean Calvert County, Maryland.

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

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

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

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

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

CONTRACT INTERPRETATION BY THE PROJECT MANAGER. Any inconsistencies or ambiguities in the Contract Documents shall be immediately reported, in writing, to the Project Manager. Questions regarding the meaning and intent of the Contract Documents shall be referred in writing by the Contractor to the Project Manager with a Request for Information. The Project Manager shall respond to the Contractor in writing with a decision within fifteen (15) calendar days of receipt of the request, or if it is necessary to extend this period, the Project Manager shall notify the Contractor in writing as to when a decision will be provided.

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

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

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

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

PROPOSAL FORMS AND AFFIDAVITS

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

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

ALTERNATE PROPOSALS

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

BRAND NAME OR EQUAL ITEMS

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

FORMAL SOLICITATION

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

NEW GOODS, FRESH STOCK

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

DEVIATIONS TO SPECIFICATIONS

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

PROHIBITION AGAINST UNIFORM PRICING

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

AWARD OR REJECTION OF BIDS

Calvert County Government shall award the Contract to the most responsible bidder(s), subject to its right to reject any or all bids, Calvert County Government reserves the right to award a Contract by individual items, in the aggregate, or in combination thereof, and to waive any informality in bids received whenever such rejection or waiver is in the best interest of Calvert County Government. Calvert County Government reserves the right to reject all bids and make purchases based on state, county, or municipal contracts that are established by a legal competitive process whenever it is in the best interest of Calvert County Government to do so. Calvert County Government also reserves the right to reject the bid of a Contractor who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Contractor who investigation shows is not in position to perform the Contract.

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

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

INDEMNIFICATION

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of Calvert County Government. The Contractor shall indemnify, keep, and save harmless Calvert County Government, its agents, officials, and employees, against all injuries, death, loss, damage, claims, patent claims, suits, liabilities, judgments, costs, and expenses which may or otherwise accrue against Calvert County

Government in consequence of the granting of a Contract or which may or otherwise result therefrom. If it shall be determined that the act was caused through negligence or omission of the Contractor or his officers, directors, agents, or employees, of the subcontractor or his officers, directors, agents or employees, if any, and the Contractor shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgement shall be rendered against Calvert County Government in any such action, the Contractor shall at his own expense, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Calvert County Government as herein provided.

NON-DISCRIMINATION IN EMPLOYMENT

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

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

INSURANCE

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

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

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

- b. The certificate shall also indicate the contract name and number.
- c. Additional insured shall be as pertains to general liability and automobile liability and shall be stated under Description on the certificate as: Board of County Commissioners of Calvert County, Maryland shall be named as additional insured as pertains to general liability and automobile liability.
- d. The "ADDL INSD" box shall be checked for general liability and automobile liability.

2. Commercial General Liability Insurance

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

3. Workers Compensation

During the life of this Contract, the Contractor shall procure and maintain Workers Compensation insurance, including Employers Liability Coverage in accordance with the statutes of the State of Maryland, covering all employees engaged in performance of the contract. If a Contractor is a sole proprietor or is a company that is not required to maintain workers compensation insurance coverage under the laws of the state of Maryland, that Contractor shall submit the Workers' Compensation Commission Sole Proprietor's Status indicating "I have not elected to become a covered employee" and provide proof of General Liability coverage.

4. Automobile Liability Insurance

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

If during the life of this Contract the Contractor owns commercial vehicles or obtains commercial vehicles, the Contractor shall procure and maintain Automobile Liability Insurance, to include No-Fault coverage, with limits not less than \$1,000,000.00 per accident combined Bodily Injury and Property Damage. Coverage shall include "Any Auto" as indicated on the required Certificate of Insurance.

If during the life of this Contract the Contractor does not own commercial vehicles, the Contractor shall procure and maintain vehicle coverage in accordance with the statutes of the State of Maryland. Coverage shall include "Non-Owned" and "Hired" as indicated on the required Certificate of Insurance.

5. Professional Liability

During the life of this Contract, the Consultant shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000.00) dollars, with a

minimum coverage of one million (\$1,000,000.00) dollars per occurrence and one million (\$1,000,000.00) dollars aggregate.

6. Notice of Cancellation

Prior to starting performance of the Contract and for each extension of the Contract, a certificate of insurance shall be furnished to Calvert County Government. Insurance companies providing insurance shall be acceptable to Calvert County Government. The Contractor agrees to provide Calvert County Government a Certificate of Insurance evidencing that all coverage, limits, and endorsements required herein are maintained and in full force and effect. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, the Contractor agrees to notify Calvert County Government within two (2) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. It shall be the Contractor's responsibility to make immediate notification to Calvert County Government if any changes are made to the policy.

SUBLETTING OF CONTRACT OR ASSIGNMENT OF CONTRACT FUNDS

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of their contractual duties to any other person, company, or corporation without the previous written consent of Calvert County Government.

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

SUBCONTRACTING

No subcontracting shall be permitted. Subcontracting under this Contract shall be cause for termination of contract.

TERMINATION OF CONTRACT

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

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

AVAILABILITY OF FUNDS

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

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

SERVICE DELIVERY FAILURES

Failures of a Contractor to provide the services required under this Contract within the time specified, or within reasonable time as interpreted by Calvert County Government shall constitute authority for Calvert County Government to procure the services required under this Contract in the open market. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time as specified by Calvert County Government, for any expense incurred in excess of Contract prices. Such purchases shall be deducted from Contract quantities.

DELIVERY AND POINT OF DESTINATION (SECTION DELETED)

NON-LIABILITY

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

BREACH OF CONTRACT

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

- C. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
- D. In the event the Contractor fails to commence work in accordance with the specifications of this RFP.
- E. In the event the Contractor shall abandon the work or any portion of the work to be performed under this contract before completion.
- F. If the Contractor shall fail to fully, properly, and in a good and workman-like manner perform any or all of the conditions, covenants, terms, or conditions contained within the Contract Documents.
- G. If the Contractor shall sublet, assign, convey, or otherwise dispose of his Contract or any portion thereof other than in accordance with the terms set forth within the Contract Documents.
- H. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
- I. If Calvert County Government shall be of the opinion that the Contractor is not or has not been performing the Contract in good faith and in accordance with the terms of the specifications.

OWNERSHIP OF DOCUMENTS

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

PAYMENT(S)

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

INCURRING COSTS

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

COMPLETENESS

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

NOTICE OF POLITICAL CONTRIBUTIONS

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

COOPERATIVE PURCHASES

1. Acceptance of this bid and submission of a proposal is an agreement to extend the same prices, terms, and conditions to other governmental agencies, and public or quasi-public agencies that receive government funds that require these commodities or services.
2. All purchase and payment transactions shall be made directly between the Contractor and the requesting entity. Calvert County Government assumes no obligation on behalf of any other public entity.

ARITHMETICAL ERRORS

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

GENDER NEUTRAL CLAUSE

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

SOVEREIGN IMMUNITY

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

THIRD PARTY BENEFICIARY

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

NO INDIVIDUAL LIABILITY

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

SUFFICIENT APPROPRIATIONS

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

SEVERABILITY

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

ENTIRE AGREEMENT

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

CHOICE OF LAW

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

PUBLICITY

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

RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM

SPECIFICATIONS

1. INTRODUCTION

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

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

Calvert County Government reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the Contractor of the conditions contained in this Request for Proposal, unless clearly and specifically noted otherwise in the proposal submitted and confirmed in the contract between Calvert County Government and the Contractor selected.

It is intended the specifications and terms in this document shall become part of a Contract with the Contractor. The Contractor shall provide high-quality professionals with considerable knowledge in this field and shall perform the work in accordance with these specifications, as well as the standards and procedures established by the State of Maryland.

All services shall be performed in accordance with generally accepted standards of professional practice and in accordance with all applicable Federal, State, and local codes and regulations.

Failure on the part of Calvert County Government to specifically name an activity does not relieve the Contractor of the responsibility to deliver a complete product in accordance with the standards of acceptable and responsible practice.

2. SCOPE OF WORK

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

A. The Contractor shall:

- 1) Furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including but may not be limited to supply, delivery, installation, all necessary signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system fully compliant with State and Local Laws. Calvert County Government shall not incur any cost nor furnish any materials or labor for the installation, implementation, or continued use of any ASE system.

- 2) Conduct independent calibration upon initial installation and annually thereafter.
- 3) Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence. Any written correspondence or documents received from citizens regarding issued citations or Court requests shall be made available and viewable by Calvert County Government.
- 4) Provide a robust, fully web-enabled, and fully secure citation processing system including data processing, initial screening of data, prompt delivery of data to Calvert County Government for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.
- 5) Process all traffic citations and prepare evidence packages for court.
- 6) Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns that shall be available to citizens for support Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. The customer support center shall have a live representative available who is knowledgeable and able to assist with matters such as, but may not be limited to, citations, payments, hearing dates, or other such issues.
- 7) Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and Calvert County Government. Contractor shall be diligent in following up with all entities involved in any approval or installation process to ensure that authorizations are proceeding in a timely manner.
- 8) Conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).
- 9) Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system at no cost and as frequently as needed due to changes in staffing assignments.
- 10) Be responsible for ensuring that both the ASE system and any web-based system for event review or payment acceptance is operating properly on a continuous basis.
- 11) Document any problems and fully remedy any problems within seventy-two (72) hours, including weekends and holidays. Provide Calvert County Government with notifications and updates when any ASE system has become inoperable during enforcement periods or when any web-based support system is not functioning.
- 12) Provide a reasonable compensation resolution when equipment problems cannot be remedied within seventy-two (72) hours, causing Calvert County Government to be unable to enforce an ASE system during authorized enforcement periods.

- 13) Provide a secure web-based system for event review.
- 14) Provide a secure web-based system for citation tracking that maintains the complete citation history and is able to be audited.
- 15) Provide a secure payment processing system to accept payments by mail, telephone, or via the web.
- 16) Post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.
- 17) Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings. When necessary and with proper notice, the Contractor shall provide a qualified expert representative to attend and provide Court testimony for initial citation hearings, at the Contractor's expense.
- 18) Conduct work to provide the least possible interference to the activities of Calvert County Government personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.
- 19) Provide fixed site leased camera systems that can be easily relocated to other established enforcement site locations.
- 20) Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within ten (10) calendar days as requested by Calvert County Government.
- 21) Provide all installation and relocations at no cost to Calvert County Government.
- 22) Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland. Contractor shall remain familiar with all current and any updates to Federal and State laws and regulations governing the use of speed monitoring systems, so as to ensure Calvert County Government's continued compliance while utilizing Contractor's services.
- 23) Ensure Calvert County Government has the final say on location(s) to place equipment.
- 24) Provide data necessary for the submission of any required reporting in a timely manner and assist Calvert County Government in the production of said reporting requirements.
- 25) Agree that this ASE program shall remain cost neutral to Calvert County Government.
 - a. Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.

- b. During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.
 - c. During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.
 - B. Calvert County Government and the Contractor shall establish business rules for the operation of this ASE program in accordance with Local, State, and Federal laws and regulations.
 - C. Base Equipment
 - 1) The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime – fair weather; (2) daytime – rain and snow; (3) nighttime – fair weather; and (4) night time – rain and snow. Systems should use a combination of high- resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
 - 2) All camera system component operations shall be synchronized to a single, standard, independent, external, and verifiable time and date source.
 - 3) The system shall imprint violation information on the image at the point-of-capture. Information specific to the violation shall include, but shall not be limited to: location, date, vehicle speed, and elapse time between images.
 - 4) The camera system shall be modular in construction to facilitate rapid installation and maintenance.
 - 5) The camera system may utilize battery, solar energy, or may require a dedicated power source to provide power to the system dependent upon the site location needs and at the discretion of Calvert County Government. Any system utilizing solar energy shall be adequately equipped in such a manner so as to provide continuous operation even in the event of adverse weather.
 - 6) The camera system shall generate secure violation evidence that can be communicated and processed using Contractor's supplies or operated photo enforcement processing systems.
 - 7) The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.
 - 8) Camera system shall be capable of accurately measuring speeds, detecting speed limit violations, and photographing incidents.

- 9) The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic. Equipment shall be capable of detecting simultaneous and consecutive violations with great accuracy so as to capture all vehicles travelling on roadway in excess of defined speeds and will be able to successfully submit those violations for approval review without being hindered by the volume of traffic or the proximity of violating vehicles to each other while travelling.
- 10) Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light.
- 11) In order to minimize operator error, cameras shall be automated as much as possible with regard to set up, i.e., aperture settings, focusing, leveling, etc.
- 12) The camera system shall be secure from vandalism or tampering.
- 13) The camera system enclosures shall be designed in such a fashion that maintenance and other operations can be accomplished easily and quickly without creating a public safety hazard. Typical maintenance procedures shall be explained in technical proposal.
- 14) The Contractor shall provide a video component in conjunction with the digital camera system for verification purposes. The video shall attach a verification video segment to each speed limit violation and video component shall record continuously and be accessible for live view streaming. Video shall have date and time stamps that accurately reflect when recordings took place. Video component shall allow customizable segments to be saved. Each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for a minimum of thirty (30) calendar days.
- 15) The Contractor shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. The Contractor shall explain in their technical submittal what program or system the Contractor uses to confirm the ongoing accuracy of the speed measurements.
- 16) All ASE field equipment shall be installed in Calvert County's rights-of-ways with no encroachments onto private property. Calvert County Government reserves the right to expand on roadways with State rights-of-ways as permitting allows.
- 17) At the conclusion of a contract term, upon termination of contract, or at any point that removal of equipment is necessary, the Contractor shall remove their equipment from enforcement sites in a manner that does not permanently disrupt or damage the grounds or other property in the vicinity of site.
- 18) System shall be capable of documenting daily self-tests and maintaining those daily function logs for review and inclusion with court packages.
- 19) System shall be capable of allowing Calvert County Government to immediately suspend enforcement at specified units for desired time periods independently of

other ASE systems continuing with enforcement and to also allow Calvert County Government to immediately resume enforcement on any units that have been temporarily suspended.

- 20) The equipment shall provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.
- 21) Camera unit housing shall have the following features:
 - a. Sealed to be weather, dust, water, and spray resistant;
 - b. Securely lockable;
 - c. Vandal and tamperproof; and
 - d. All glass openings must be bullet resistant.

D. Confidentiality

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

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

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

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

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

4. DEFECTIVE WORK

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

5. DISPOSITION OF DOCUMENTS

The Contractor agrees that all data including, but not limited to, reports, tables, computer files, and other material prepared by the Contractor under the terms of this Contract, and at any time during the term of the Contract, shall become the sole and absolute property of Calvert County Government. All such material shall be returned to Calvert County Government upon completion, termination, or cancellation of this Contract. The Contractor shall, within fourteen (14) calendar days of Calvert County

Government's request, deliver to Calvert County Government all requested material(s) prepared by the Contractor in connection with the Contract. Calvert County Government shall have the right to use same without restrictions or limitations and without compensation to the Contractor.

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

6. PERSONNEL

- A. The Contractor represents they have or shall secure, at their own expense, all necessary personnel required to perform services under this Contract. Such personnel shall not be employees or have any contractual relationship with agencies providing funds under this Contract.
- B. The Contractor shall ensure sufficient manpower shall be available to perform the services required under this Contract. Calvert County Government reserves the right to require the Contractor to dedicate additional manpower, if the work is falling behind schedule. Calvert County Government also reserves the right to require the replacement of any personnel under this Contract for any reason.
- C. Contractor shall identify key personnel who will be involved with implementation and execution of contract. Those key positions relative to this Contract should include but are not limited to personnel responsible for: overall account management, day to day support, on site installation, field work and equipment maintenance, customer support center, and financial and accounting management. The personnel assigned by the Contractor for this Contract shall be approved by Calvert County Government and shall remain on the Contract for the duration of the required service. If a change in personnel is required due to circumstances beyond the control of the Contractor, the following shall be required:
 - 1) Written notice shall be given to Calvert County Government at least two (2) weeks in advance, requesting a change in key personnel explaining why the change is necessary. Arbitrary rescheduling of personnel shall not meet the approval of Calvert County Government.
 - 2) At a minimum, substitute personnel shall meet the qualifications required herein. The Contractor shall submit a resume of prior experience and training for review and approval. Repeated requests of this nature may be cause for Calvert County Government to terminate the Contract.
 - 3) Personnel changes shall not be cause for increase of contract pricing.
- D. Should the Contractor remove or attempt to replace personnel without prior written approval by Calvert County Government, Calvert County Government may terminate the Contract. The Contractor shall be liable to Calvert County Government for any costs to provide additional services either by Calvert County Government staff or

others. Such costs shall be reimbursed to Calvert County Government by the Contractor or deducted from the Contractor's fees.

- E. Calvert County Government reserves the right to reject any of the Contractor's personnel, including any replacement personnel, at any time without explanation or recourse.

7. AUDIT

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

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

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

8. PAYMENT

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

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

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

NO SERVICE SHALL BEGIN until notification by a Calvert County Government's Procurement Officer or the appropriate Project Manager or duly authorized representative to proceed.

Repeated incidents of late service performances and/or unnecessary delays shall be construed as noncompliance with the terms and conditions of the Contract and the Contractor shall be in default of the Contract. Default of contract shall result in penalties of damages incurred or grounds for termination of the Contract.

The Project Manager may authorize a waiver of late performance of service penalty upon receipt of written documentation and explanation of extenuating circumstance effecting service schedule. Waiver of late delivery of service penalty shall be at the sole discretion of the Project Manager. In event of dispute or defective work, Calvert County Government reserves the right to withhold payment until such time as the dispute is resolved, the defective work corrected, or settlement is achieved through other means.

9. AVAILABILITY OF DATA

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

10. CALVERT COUNTY FURNISHED DATA

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

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

11. DATA RELEASE

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

The type and quantity of data to be provided by the Contractor as the product of this effort is defined in the incorporated proposal, and Calvert County Government reserves the right to use, duplicate, and disclose this data, in whole or in part, in any manner for any purpose whatsoever and to authorize others to similarly do so.

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

12. PROPOSAL SUBMITTALS – RESPONSE TO RFP

Technical and price proposals shall be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP. Promotional brochures containing general company information are not requested and shall not be included. Calvert County Government is seeking substance over quantity.

A. TECHNICAL PROPOSAL

1) Purpose

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

It shall also specify an approach meeting the RFP requirements.

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

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

2) Each proposal shall contain the following information:

a. Transmittal Letter/Abstract

A brief transmittal letter/abstract, signed by an officer authorized to bind the Contractor to their proposal, which shall provide a summary overview of the Contractor's proposal.

b. Executive Summary

(1) Description of organization's background and experience in providing the required services to include size of the company, structure, area of expertise, number of years in business, other data to characterize the Contractor.

(2) List of main office, office that will manage the Project, and any local office(s) and resources.

(3) Overview of proposed services.

c. Personnel Expertise and Experience

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

(1) Specify the number and nature of full-time and part-time employees to be employed under the Contract.

(2) Identify key personnel who will handle services for Calvert County Government in accordance with the requirements herein. Shall

include names, job titles, and brief description of the work experience of the technical personnel who will perform the work.

- (3) Submit biographies or resumes for all key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

d. Project Experience

Demonstrate knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

e. Equipment, Web-Based Components, Services and Reporting Information

- (1) Provide detailed description and documentation on the proposed equipment to be used under this Contract. Include description and documentation for web-based components and reporting.

- a. Meet all technology requirements.
- b. Address maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations.

- (2) Provide documentation that all requirements related to scope of work concerning program needs and services are able to be fulfilled.

f. Payments and Recordkeeping

Provide a description of how the Contractor ensures payment and recordkeeping accuracy.

g. Project Approach, Work Plan, and Management

Provide a description of project approach, work plan, and management for this Contract.

- 3) Each proposal shall contain the following items.

a. Independence

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

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

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

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

- b. If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Contractor shall be noted.
- c. Fully completed and executed Name and Signature Requirements of Bid and Contract Form, Anti-Bribery Affirmation and Affidavit of Qualification to Bid, and Non-Collusion Certificate forms included in this RFP, any addenda or questions and answers for clarification issued, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided. **NO MODIFICATIONS SHOULD BE MADE TO ANY FORM CONTAINED IN THIS RFP, I.E., HEADERS, FOOTERS, ETC.**
- d. References. At least three (3) references of similar size and scope completed for other entities. Indicate location and length of service for each account.

Reference shall include the business name, dates, and deliverables, for whom the project was completed, contact name, address, telephone number, and email address.

- e. Additional Information. This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.
- f. If a corporation, certification that the Contractor is in good standing with the SDAT and that corporate charter has not been revoked or forfeited.
- g. Identification of Anticipated Potential Problems

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

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

B. PRICE PROPOSAL

- 1) The Contractor shall fill out the Price Proposal form contained herein for the monthly automated lease fee as well as additional fees charged the citizen or Calvert County Government associated with processing citations, if any.

- 2) Pricing shall include all costs, including but not be limited to, training, certification, supervision, office support, fringe benefits, travel, profit, incidentals, and out-of-pocket costs necessary.
- 3) No other expenses or fees beyond those specifically identified in this RFP are eligible for payment.
- 4) Cost for preparation of proposals shall be borne by those submitting proposals.

C. PROPOSAL WITHDRAWAL

Any proposal may be withdrawn up until the date and time set forth herein for the deadline for receipt of proposals. Any proposal not withdrawn prior to this deadline shall constitute an irrevocable offer for a period of 160 calendar days to provide Calvert County Government the services as set forth herein.

D. PROPOSAL CONDITIONS

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

13. EVALUATION PROCEDURES

A. EVALUATION COMMITTEE

Proposals submitted shall be evaluated by an Evaluation Committee. No member of the Evaluation Committee shall be from an agency or organization submitting a proposal.

During the evaluation process, the Evaluation Committee and Calvert County Government reserve the right, where it may serve Calvert County Government's best interest, to request additional information or clarifications from Contractors.

B. EVALUATION CRITERIA

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

- 1) Technical Factors
 - a. Mandatory Elements
 - (1) The Contractor is independent as defined by generally accepted auditing standards of the U.S. General Accounting Office's Government Auditing Standards.

- (2) The Contractor is in good standing with SDAT or has the ability to establish prior to any potential award.
- (3) The Contractor has no conflict of interest with regard to any other work performed for Calvert County Government.
- (4) The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal including submission of all required forms contained in this RFP.
- (5) Provided References.

b. Technical Qualifications of Contractor

- (1) Background and experience in providing the required service and experience to include size, structure, area of expertise, number of years in business, and other data to characterize the Contractor.
- (2) List of main office, office that will manage the Project, and any local office(s) and resources.
- (3) Overview of proposed services and staffing.

c. Personnel Expertise and Experience

- (1) Organization's personnel expertise, experience, and available manpower to meet requirements for providing the services requested.
 - a) Number and nature of full-time and part-time employees to be employed under the Contract.
 - b) Personnel who will handle services for Calvert County Government in accordance with requirements. Included names, job titles, and brief description of work experience of technical personnel who will perform the work.
 - c) Biographies and resumes of key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

d. Project Experience

Demonstration of knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

e. Equipment, Web-Based Components, Services and Reporting Information

- (1) Adequacy of equipment, maintenance, web-based components, and reporting to be used under this Contract.
 - a. All technology requirements are met.

- b. Maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations detailed.

(2) Ability to meet all requirements related to scope of work concerning program needs and services.

f. Payments and Recordkeeping

Adequacy of how the Contractor ensures payment and recordkeeping accuracy.

g. Project Approach, Work Plan, and Management

Adequacy of project approach, work plan, and management for this Contract.

2) Price

The Price Proposal, lease fees or fee(s) to be charged to citizens, is an integral part of the RFP and shall be considered during the selection process.

D. RIGHT TO REJECT PROPOSALS

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

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

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

E. FINAL SELECTION

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

14. ACCEPTANCE OF PROPOSALS

Calvert County Government intends to award a Contract to the Contractor best satisfying the needs of Calvert County Government. All proposals received by the closing deadline shall be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor shall be based upon technical factors and price. Contents of the proposal may become agreement obligations if an agreement ensues. Failure of the Contractor to honor these obligations may result in cancellation of the award.

15. CONFLICT OF INTEREST

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

16. CONTRACT PERIOD

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

17. RESERVATIONS

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

18. WAIVERS

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

19. REVOCATIONS, CANCELLATIONS, ASSIGNMENTS, OR SUBSTITUTIONS

Calvert County Government and the Contractor respectively bind themselves, their partners, successors, assignees, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Contract. Neither Calvert County Government nor the Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other. In the event that death or other cause necessitates substitution by Calvert County Government of another Contractor in place of the party hereto in order to complete the services called for in this Contract, the Procurement Officer shall determine the division of the fee between such substitute and the Contractor who is the party hereto. Calvert County Government, acting through the Procurement Office, may revoke or cancel this Contract at any time, with or without cause, provided it pay the Contractor the proportionate fee for services properly provided to that point in time.

20. WORKING PAPER RETENTION AND ACCESS TO WORKING PAPERS

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

21. QUANTITIES

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

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

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

FISCAL YEAR	NUMBER OF UNITS DEPLOYED	NUMBER OF CITATIONS
Fiscal Year 2022 (July 1, 2021 through June 30, 2022)	5	17,518
Fiscal Year 2023 (July 1, 2022 through June 30, 2023)	5	13,385

* For Fiscal Year 2024 to date, Calvert County Government has deployed eight (8) units.

The previous contract was awarded to Rekor Recognition Systems, Inc. dba Brekford Traffic Safety, Inc. on July 16, 2019.

NON-COLLUSION CERTIFICATE

I HEREBY CERTIFY I am the Chief Executive Officer
(Title)

and the duly authorized representative of the company of Altumint, Inc.

Whose address is 4600 Forbes Blvd Suite 203, Lanham, MD 20706

AND THAT NEITHER I nor, to the best of my knowledge, information and belief, the above company nor any of its other representatives I here represent have:

- (a) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the bid or offer being submitted herewith;
- (b) Not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the bid price or price proposal of the bidder or offer or herein or any competitor, or competitive bidding in connection with the Contract for which the within bid or offer is submitted; and that no member of the Board of County Commissioners of Calvert County, Maryland, and administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County have any interest in the bidding company except as follows: (complete if applicable)

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

DocuSigned by:


024E71A8467B458...
Authorized Signature

5/2/2024

Date

Holly Cooper

Printed or Typed Name

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the Chief Executive Officer and the authorized representative of the company
Title
of Altumint, Inc.
Name of Corporation

whose address is 4600 Forbes Blvd Suite 203, Lanham, MD 20706

and that I possess the legal authority to make this affidavit on behalf of myself and the company for which I am acting.

2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above company, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported).

3. State "none" or, as appropriate, list any conviction, plea, or admission described in paragraph 2 above, with the date; court, official, or administrative body; the individuals involved and their position with the company, and the sentence or disposition, if any.
None

4. I acknowledge that this affidavit is to be furnished to Calvert County and, where appropriate, to the Board of Public Works and to the Attorney General pursuant to Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, Calvert County may terminate any contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with Sections 16-201, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland, which provide that certain persons who have been convicted of or have admitted to bribery, attempted bribery, or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

DocuSigned by:

204E11A007B490
SIGNATURE

5/2/2024

DATE



**CALVERT COUNTY
DEPARTMENT OF FINANCE & BUDGET
PROCUREMENT OFFICE**

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

Board of Commissioners
Mark C. Cox Sr.
Catherine M. Grasso
Earl F. Hance
Mike Hart
Todd Ireland

Bruce Miller, Director
Amanda O'Dell, Procurement Division Chief

April 23, 2024

**RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM**

QUESTIONS AND ANSWERS/CLARIFICATION NO. 1

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

1. The PRICE PROPOSAL form required by the RFP includes a lease fee (which we do not charge) and additional fees (which entirely comprise the structure of our standard pricing). The PRICE PROPOSAL form limits the respondent to only two (2) lines containing boxes for the description, unit of measure, and unit price. Our pricing structure contains more than two (2) components (functional tasks), each with dedicated unit pricing. May we affix an attachment or Addendum to the required Price Proposal form to include a more organized and complete breakdown of our optimal Price Proposal? Also, we have compiled a history of objective data describing the comparative efficiency and economy of our standard pricing structure. Most often we present this data along with our pricing to illuminate our value. **See Addendum No. 1.**
2. May we include in our bid, along with the Price Proposal form, objective data supporting the historical results of our pricing structure, or perhaps elsewhere within the Technical Proposal? **See Addendum No. 1.**

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE: 

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

DATE: 5/2/2024



**CALVERT COUNTY
DEPARTMENT OF FINANCE & BUDGET
PROCUREMENT OFFICE**

129 Main Street
Prince Frederick, Maryland 20678
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Board of Commissioners
Mark C. Cox Sr.
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Mike Hart
Todd Ireland

Bruce Miller, Director
Amanda O'Dell, Procurement Division Chief

April 24, 2024

**RFP 2024-049
AUTOMATED SPEED ENFORCEMENT SYSTEM**

QUESTIONS AND ANSWERS/CLARIFICATION NO. 2

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

1. Does the County have any requirements for importing historical data into the new system? **There are no requirements to import historical data.**
2. Is the County open to trailer-based systems as a solution? **Calvert County Government shall not accept any wheel mounted units that could be interfered with or removed by an unauthorized person. In accordance with page 19 of the specifications: "Provide fixed site leased camera system that can be easily relocated to other established enforcement site locations." This requirement would be more in line with pole mounted or semi-portable units that are intentionally fixed to some type of structure.**
3. Is there any intent to install systems in new locations where a system has not been before? **Calvert County Government continues to monitor the needs of the program and is likely to expand the program to include new site locations not previously or currently in use.**

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE:

A blue ink signature of a representative of Altumint, Inc.

DATE: 5/2/2024

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
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Bruce Miller, Director
Amanda O'Dell, Procurement Division Chief

April 24, 2024

ADDENDUM NO. 1

Board of County Commissioners

RFP 2024-049

Automated Speed Enforcement System

To Prospective Bidders:

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

Page 4, Remove and Replace

Page 4 shall be removed and replaced with revised Page 4 included herein with this Addendum No. 1.

Page 4-A, Addition

Page 4-A shall be added to the Price Proposal and is included herein with this Addendum No. 1.

Page 5, Remove and Replace

Page 5 shall be removed and replaced with revised Page 5 included herein with this Addendum No. 1.

CONTRACTOR'S LEGAL BUSINESS NAME: Altumint, Inc.

AUTHORIZED SIGNATURE:

A handwritten signature in blue ink, appearing to read "Amanda O'Dell".

DATE: 5/2/2024

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



Calvert County Government

TITLE: SCHOOL ZONE SPEED ENFORCEMENT

RFP NO: RFP-2024-049

FROM: Altumint, Inc.
Holly Cooper
4600 Forbes Boulevard, Suite 203
Lanham, MD 20706

DATE SUBMITTED: May 2, 2024

SUBMIT TO: Bonfire

This proposal includes information and data that shall not be disclosed outside the recipient and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to Altumint, Inc. because of—or in connection with—the submission of this proposal, The recipient shall have the right to duplicate, use, or disclose the proposal to the extent provided in the resulting contract. This restriction does not limit the recipient's right to use information and data contained in this proposal if it is obtained from another source without restriction. The information and data subject to this restriction is contained on the pages marked Confidential and Proprietary – use or disclosure of information contained on this page is subject to the restriction on the title page of this proposal.



Transmittal Letter

May 2, 2024

Calvert County Government
Procurement Office
129 Main Street
Prince Frederick, Maryland 20678

RE: RFP 2024-049 AUTOMATED SPEED ENFORCEMENT SYSTEM

The Calvert County Government (the County) is a leader in traffic safety initiatives, and Altumint, Inc. (Altumint) is excited about the opportunity to contribute to your ongoing efforts. We are pleased to offer the County the opportunity to continue and improve on our turnkey automated red light and speed enforcement program. Our innovative technologies, including bracketing technology and 4D HD radar with object-tracking technology, are ready to be deployed to enhance your traffic enforcement capabilities.

Altumint, Inc. is proud to be headquartered in Lanham, Maryland, near the County. This strategic location allows us to provide you with unparalleled local support and service. We are committed to ensuring quick issue resolution and rapid deployment of technical upgrades throughout the enforcement program, demonstrating our dedication to your needs and the success of our partnership.

As the County continues adopting new technologies to address critical public safety concerns, Altumint can support this journey with our industry's widest array of solutions, including:

- Photo stop arm for school buses
- Photo speed warnings for high-fatality roadways
- Work zone speed enforcement
- ProAVR, Altumint's proprietary next-generation ALPR technology

ALTUMINT ADVANTAGES

- 100% USA-owned and operated
- Full turnkey services
- In-house design and build
- Proprietary AI software to process speed and red light violations
- Multi-lane LIDAR and RADAR violation detection
- 4K color digital video
- Infrared illumination-no white flash
- Fusus RTCC integration and ELSAG camera availability
- Extensive Maryland expertise and leadership
- World-class operational excellence
- History of 90%+ speed reductions
- Access to Altumint's Advisory Board
- Customers in 8 states
- Deep analysis of speed data



We continue to grow our presence and leadership impact in Maryland. For example, we are proud to have Gevonía "Gee Gee" Whittington on our staff, former Director of Homeland Security for Prince George's County and retired Deputy Chief of Police for the Prince George's County Police Department. She will be available to provide the County with operational support and overall public safety expertise and experience. We can also offer you the benefit of our consultants, Mike Arrington and Tony Perez. We work with these lobbyists to promote the adoption of technology to help our clients promote public safety.

Our comprehensive solution extends beyond technical innovation to leadership support. We are honored to have the only Strategic Advisory Board in our industry. Retired Commissioner Ed Davis, Retired President Mark Moon, and Retired Chief Mark Magaw bring over 100 years of collective law enforcement experience, insights, and advice to all our clients. A relationship with Altumint gives the County access to these experienced leaders.

Altumint's Advisory Board



Ed Davis,
Retired Police Commissioner,
City of Boston

Mark Moon,
Retired President,
Motorola Solutions



Mark Magaw,
Retired Chief of Police,
Prince George's County, Maryland

Should the County have further questions, please contact Michael Phelan, Director of Strategic Accounts, Maryland, at michael.phelan@altumint.com or 301.520.6405.

To summarize the unique, differentiated advantages of a photo enforcement relationship with Altumint:

1) Local Maryland presence 2) World-class operational excellence 3) Pricing in which the majority of the revenue goes to the County 4) Dedicated power and new technology (bracketing) resulting in 20% more citations 5) Access to Altumint's Consultants and Advisory Board 6) Use of AI in our back office software to process speed violations more rapidly and accurately 7) Nearly two decades of photo enforcement experience 8) Customers in eight states 9) Partnerships to evolve the County's public safety technology.

Altumint's proposal is valid for at least 90 days from the proposal date. Altumint's Chief Executive Officer, Holly Cooper, is an authorized agent of the business and has signed this transmittal letter and all applicable forms.

Sincerely,

DocuSigned by:

324E71A9407B459

Holly Cooper, Chief Executive Officer
holly.cooper@altumint.com | p: 219.406.5507 | f: 301.577.3979

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1 Executive Summary

1.1 Background and Experience

Description of organization's background and experience in providing the required services to include size of the company, structure, area of expertise, number of years in business, other data to characterize the Contractor.

Altumint started in 2005 as a division of an aerospace engineering company that built laser imaging, detection, and ranging (LiDAR) scanning devices to map earth structures. Optotraffic LLC, now a wholly owned subsidiary of Altumint, Inc., was created in 2010 and spun off into a fully independent operating company in 2012, solely focused on providing turnkey traffic safety enforcement programs. In 2021, Optotraffic merged with Altumint, Inc., which added proprietary artificial intelligence (AI) software to our enforcement solutions and back-office software applications.

Altumint engineers, manufactures, and supports visual technology systems and citation processes using artificial intelligence to capture data on vehicles and people who break the law. Our solutions include:

- Speed enforcement systems
- Red light violation systems
- Photo stop arm for school buses
- Photo speed warning systems
- Work zone speed enforcement systems

We are US-based and design, build, and maintain our full suite of automated road safety camera solutions here. We have over 155 employees.

Altumint is a privately held C corporation. In 2021, Altumint was purchased by Capital Meridian Partners (CMP), with major investments in production and research and development capacity. Together with CMP, our corporate evolution to Altumint, Inc. in 2021 reflects our continued focus on public safety while augmenting our capabilities by developing proprietary artificial intelligence software.

An organizational chart of our leadership team for this program is on the following page.



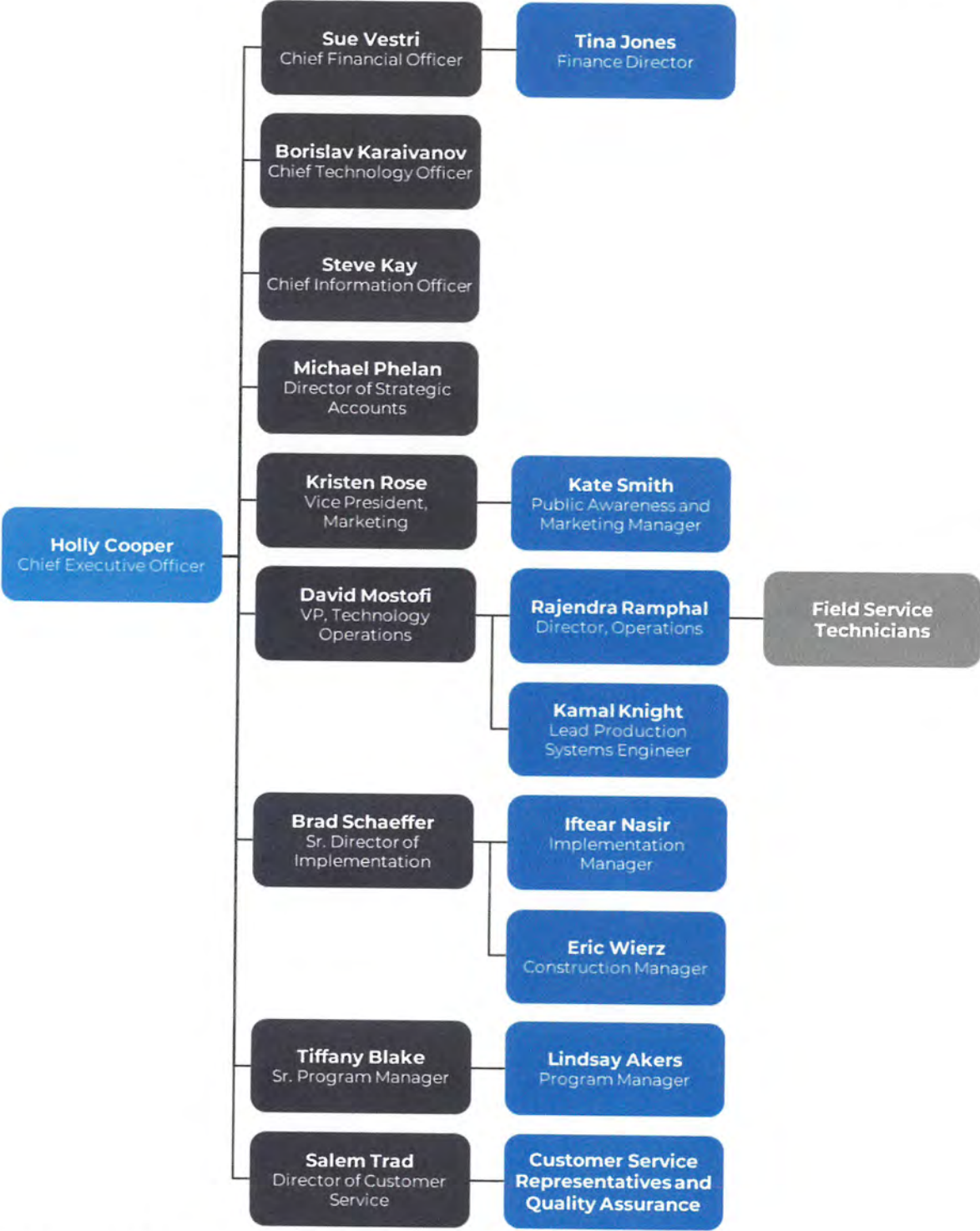


Figure 1: Leadership Team



HOLLY COOPER chief executive officer

Ms. Cooper has worked with photo enforcement systems for over ten years, improving public safety from small towns to some of the biggest cities in the US. She brings over 20 years of experience driving outcomes for successful business goals through process efficiencies, innovation, business growth, and client support and communication. Ms. Cooper holds a bachelor's degree in business administration and management from Indiana Wesleyan University.

She is responsible for the success of Altumint's speed enforcement programs.

SUE VESTRI chief financial officer

With nearly 30 years of experience in corporate finance, Ms. Vestri is familiar with strategic and management responsibility for finance, accounting, treasury, legal, key vendor management, operational financial processes, administration, and human resources. Ms. Vestri holds a bachelor's degree in accounting from Temple University and joined Altumint in 2022.

She manages all of Altumint's financial reporting and administrative processes.

BORISLAV KARAIVANOV chief technology officer

With more than ten years of experience combining data analysis, algorithm development, and software implementation to solve challenging problems in 1D/2D/3D data processing, Mr. Karaivanov is fluent in a variety of data processing, machine/deep learning, and computational geometry techniques, as well as the use of generic algorithms and data structures for optimal performance. Mr. Karaivanov has designed and trained deep neural networks to detect and classify computer vision tasks. During his tenure with Altumint, Mr. Karaivanov developed and deployed a cascade of neural networks for automated processing of speeding violations. Mr. Karaivanov holds a Ph.D. in applied mathematics from the University of South Carolina – Columbia and a master's in mathematics from the University of Sofia, Bulgaria.

He is responsible for the artificial intelligence behind Altumint's citation processing.

STEVE KAY chief information officer

Mr. Kay brings over 16 years of experience in information technology management and software development. As Chief Information Officer since 2012, Mr. Kay designed Altumint's proprietary Vioview violation management and financial tracking web application. He develops, implements, and monitors Altumint's information system policies and controls to ensure data accuracy, security, and regulatory compliance. Mr. Kay also manages the network, system administration, and web application infrastructure. Mr. Kay holds a bachelor's degree in management information systems from the University of Baltimore and an associate degree in computer science from Anne Arundel Community College.

He directs all Vioview development and will be responsible for incorporating County specifics into the system.

CORY KUYZK director of strategic accounts

Mr. Kuzyk brings extensive experience in Law Enforcement and Project Management. He has more than eighteen (18) years of experience working with leadership and product



development teams to meet client expectations. Mr. Kuzyk has been in Law Enforcement since 2010.

He will serve as an escalation point as needed during the program.

MICHAEL PHELAN director of strategic accounts

Mr. Phelan has extensive experience in Law Enforcement and Program Management. He began his career in Law Enforcement in 2004, graduating from Basic Law Enforcement Training in Pitt County, North Carolina. Mr. Phelan worked for the City of New Bern and the City of Greenville, where he handled multiple caseloads as a Patrol Officer and Narcotics Detective. Mr. Phelan then began his career with Altumint in 2015, taking over as the Commercial General Manager – Eastern Region and Program Manager for fifteen (15) different agencies.

He will serve as an escalation point as needed during the program.

KRISTEN ROSE vice president of marketing

As the Vice President of Marketing and Communications, Ms. Rose leads and builds comprehensive marketing strategies and communication efforts at Altumint. She has over 15 years of marketing experience, with the last six focused on life-saving technologies and the public sector. She honed her expertise in driving impactful campaigns and fostering internal and client collaboration. Her track record of quality speaks volumes about her commitment to driving success in challenging environments.

KATE SMITH marketing manager + public information & education

Ms. Smith, Marketing Manager + Public Information & Education, brings eighteen years of expertise in marketing and communications to her role at Altumint. Leveraging this experience, she drives brand visibility and loyalty while excelling in cultivating collaborative relationships and overcoming challenges. Her extensive expertise extends to developing impactful campaigns for law enforcement and public sector clients, characterized by creative and compelling messaging.

Within her role, Ms. Smith adeptly handles Public Information and Education campaigns, disseminating critical information, promoting awareness, and ensuring messages resonate with diverse audiences.

DAVID MOSTOFI vice president, technology operations

As Altumint's Vice President of Technology Operations, Mr. Mostofi brings nearly 20 years of experience developing automated test, control, data analysis, and software systems for the aerospace and traffic control industries. He holds several U.S. patents, including four specific to traffic monitoring and violations. Mr. Mostofi also facilitates all aspects of operationalizing new technologies. He holds a B.A. in Economics from the University of Pittsburgh. He has testified in Maryland, Ohio, and Georgia about the reliability and accuracy of Altumint's enforcement camera technology.

He is responsible for developing, deploying, and maintaining Altumint camera enforcement technology.

KAMAL KNIGHT lead production systems engineer

As Lead Production Systems Engineer, Mr. Knight has more than ten years of technical experience and unique knowledge of Altumint systems. Beginning at Altumint in 2011, Mr.



Knight worked his way from Electrical Systems Production Intern to Electrical Engineer before becoming the Lead Production Systems Engineer. As the Lead Production Systems Engineer, Mr. Knight oversees the production and repair of all automated speed, red-light, and school bus stop arm enforcement systems. Mr. Knight holds a bachelor's degree in electrical engineering from the University of Michigan, Ann Arbor.

He will be responsible for Altumint's system builds.

RAJENDRA RAMPHAL director of operations

As Altumint's Operations Director with more than 12 years of experience, Mr. Rajendra Rampal is responsible for the operation, maintenance, and repair of Altumint's photo speed and red-light systems. Mr. Rampal has direct experience in improving system reliability and productivity, making them simpler to maintain and easier to install. He also provides training and quality assurance guidance to all new technical staff. Mr. Rampal holds a B.S. in Astronautical Engineering from Capitol College and an A.A.S. in Computer Engineering Technology and Electronic Service Technology from Prince George's Community College.

He will be responsible for the maintenance, operation, and repair of the photo enforcement systems.

BRAD SCHAFFER senior director of implementation

Brad has dedicated the last 11 years to the public safety industry, working in start-ups and high-growth companies. He joined Altumint in late 2022 during the acquisition of Rekor (formerly Brekford). Brad provides leadership to continue building our implementation function and supporting our team to accelerate delivery. His technical and administrative experience will augment and streamline our processes.

He manages Altumint's implementation managers and will be an escalation point for any implementation issues.

IFTEAR NASER implementation manager

Mr. Naser has extensive project management experience in construction, transportation, and IT projects. His largest automated enforcement project to date involves 16 speed cameras, 31 red light cameras, and 10 school bus stop arm cameras. He has experience with installations compliant with Maryland DOT regulations. Mr. Naser holds a bachelor's degree in Technical Systems Management from Stony Brook University and an MBA from the University of Arizona.

He will be responsible for installing the cameras and operationalizing the County's program.

TIFFANY BLAKE senior program manager

Having seven years of experience in the public safety industry and automated enforcement programs, Ms. Blake has developed a deep understanding of the importance of maintaining a safe and secure environment for communities. One of her greatest strengths is her ability to collaborate with diverse stakeholders, including law enforcement agencies and government officials. She has successfully managed many projects and is adept at analyzing data, identifying areas for improvement, and implementing solutions to enhance public safety measures.

She manages Altumint's program managers.



LINDSEY AKERS program manager

Ms. Akers has been a program manager for automated traffic camera systems since 2010. She has helped clients measure the success of their program through monthly and yearly data reporting and charting. She has helped clients expand their programs and manage their budgets. Ms. Akers serves as the liaison between our clients and Altumint.

She has completed coursework in business administration at Anne Arundel Community College.

SALEM TRAD director of customer service

Mr. Trad has over eight years of experience in management, customer service, and data processing in the public safety industry. Mr. Trad led the implementation of Altumint's cloud-based customer service solution from Five9, familiarizing him with the system's ins and outs. As Customer Service and Court Processing Manager since 2015, Mr. Trad oversees daily operations and manages all aspects of customer service and court processing teams. He is the escalation point and resolves major customer service and court-related queries. Mr. Trad completed his general education through the Virginia Department of Education.

He will be responsible for developing the customer service scripts and teaching Altumint's customer service team the specifics of processing the County's citations and notices.

1.2 Locations

Altumint's headquarters is at:

4600 Forbes Blvd.
Suite 203
Lanham, MD 20706

The program will be managed from our headquarters location.

1.3 Overview of Proposed Services

Altumint will provide installation and implementation services to work with the County to replace the existing systems while minimizing system downtime. We will also be transitioning from Rekor to Altumint's Vioview system. Vioview will add additional functionality, such as:

- The use of Artificial Intelligence to add accuracy and speed to violation processing
- A new user interface designed to be easier and more modern
- Customizable reporting functionality

To install the new systems and get Calvert County up to speed on the new software, we will follow our installation and implementation processes, modified where appropriate to incorporate the knowledge we've gained as Calvert County's vendor:



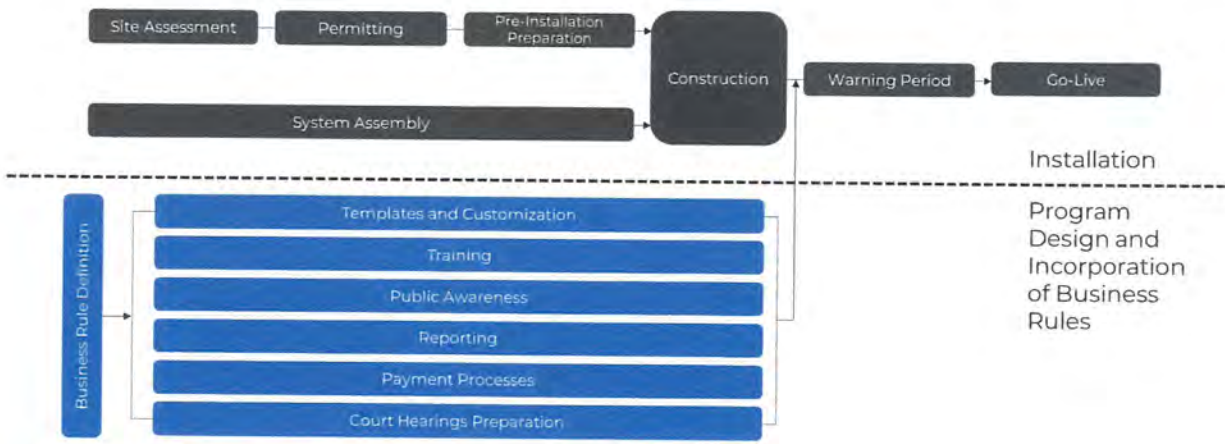


Figure 2: Installation and Program Design

Once we have implemented the new systems and Calvert County is using Vioview, we will transition to the new program technology.



Figure 3: Ongoing Program Processes and Systems

In addition, we will import Calvert County's historical data into Vioview, which means the county can view its entire program history in one system.



2 Personnel Expertise and Experience

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

2.1 Employee Number and Nature

Specify the number and nature of full-time and part-time employees to be employed under the Contract.

Altumint anticipates staffing this project with the personnel below, along with management support and direction throughout the program.

Employees during the implementation process

- Implementation Manager (Iftear Naser)
- Construction Manager
- Program Manager (Lindsey Akers)
- Part-time:
 - Public Awareness
 - Citation and program design

Employees during the program itself:

- Program Manager (Lindsey Akers)
- Field Service Technician (dedicated to this program 50%)
- Quality Assurance (we are allocating the bandwidth of 1 QA person throughout our processor team capability)
- Customer Services Representatives (we are allocating the bandwidth of 1.5 CSRs throughout our CSR team capability)

2.2 Key Personnel

Identify key personnel who will handle services for Calvert County Government in accordance with the requirements herein. Shall include names, job titles, and brief description of the work experience of the technical personnel who will perform the work.

Please see the above biographies for details on the staff members' roles.

- **Program Manager.** Our Program Manager, Lindsey Akers, will continue to serve as your principal point of contact in responding to County requests for data, information, training, maintenance, and repair.
- **Implementation Manager.** Iftear Naser, our implementation manager, will be your primary contact during implementation, managing the schedule and overall process.
- **Technicians.** Raj Ramphal manages our field services technicians. We will assign a dedicated local technician for this contract whose background will include experience with on-site maintenance, troubleshooting, and repair relating to electrical, mechanical, and diesel engine problems. They can diagnose and repair AC and DC circuit assemblies and components and interpret and understand electrical wiring diagrams. Many of our technicians have a bachelor's or associate degree in automation, electronics, mechanical engineering, or a similar field.



2.3 Staff Biographies

Submit biographies or resumes for all key personnel who will be or may be assigned to the Contract, including key firm management and personnel who shall be directly involved with Calvert County Government staff.

Your program manager, Lindsey Akers, will remain your key contact point. During the implementation process, Iftear Naser will also be a point of contact for anything related to installing the new systems.



3 Project Experience

Demonstrate knowledge, familiarity, and experience with operation of an ASE system in the state of Maryland and all relevant regulations.

As your ASE incumbent provider, we are familiar with the laws and regulations of your county and the state of Maryland. Similar partnerships that we enjoy in the state of Maryland include:

Berwyn Heights, MD	Fruitland, MD	Salisbury, MD
Chesapeake Beach, MD	Glenarden, MD	Seat Pleasant, MD
Cheverly, MD	Greenbelt, MD	Smithsburg, MD
College Park, MD	Hagerstown, MD	Washington County, MD
Denton, MD	New Carrollton, MD	
Edmonston, MD	Riverdale Park, MD	



4 Equipment, Web-Based Components, Services and Reporting Information

4.1 Equipment

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

Our systems use 4K HD video to monitor up to:
-6 lanes of traffic
-64 vehicles
-Speeds of over 100 MPH

We propose our BlackHawk photo speed enforcement system for Calvert County's program.

Our BlackHawk photo speed enforcement system uses a state-of-the-art 4D UHD radar sensor for vehicle speed detection and tracking, integrated with a 4K color video camera with auto aperture for violation capture and powerful InfraRed (IR) illuminators. Unlike white light strobe flashes that can

cause driver disorientation or visual distraction, the IR illuminators do not affect the driver's ability to stay safe. The radar sensor has up to a 100-degree FOV and a range of up to 1000 feet, covering up to six lanes of vehicle traffic. The multi-lane 4D object-tracking sensor provides range, azimuth, elevation angle, and speed vector simultaneously for up to 256 objects (64 vehicles) in both travel directions.

BlackHawk photo speed enforcement systems have three convenient installation platform options:

- A fixed location that uses an American Association of State Highway and Transportation Officials (AASHTO) and National Highway Traffic Safety Administration (NHTSA) compliant fixed breakaway Pelco pole installed by Altumint.
- A low profile, aesthetically sleek, powder-coated steel cabinet powered by 120 V-AC or AGM batteries.

A portable diesel-powered or solar-powered trailer. Both these trailers can be set up in one hour. This portable solution, built from heavy gauge metal, weighs over one ton and is equipped with stabilizer bars to make it vandalism-resistant.

If the vehicle speed is at or above the enforcement limit, the system stores a series of 4K color video frames of the violating vehicle receding from the point of enforcement, enabling multiple frame choices to capture each violation properly. Each violation has an encrypted data bar appended to the image at the moment of capture to ensure no data manipulation can occur so that you can rely on the accuracy of the data.

All Altumint camera systems use GPS data to synchronize time among the cameras. Our systems are non-invasive: no road surface cutting or disruption to existing detector loops is needed for installation or detection. The systems will record all speed violations with County-specified minimum speeds.



Figure 4: BlackHawk platform options



Another advantage is built-in speed measurement redundancy. With independent receiver antennas, the speed is measured first by the Doppler shift and second by the range progress over time. The two independent, redundant measurements must be equal for the system to report the speed.

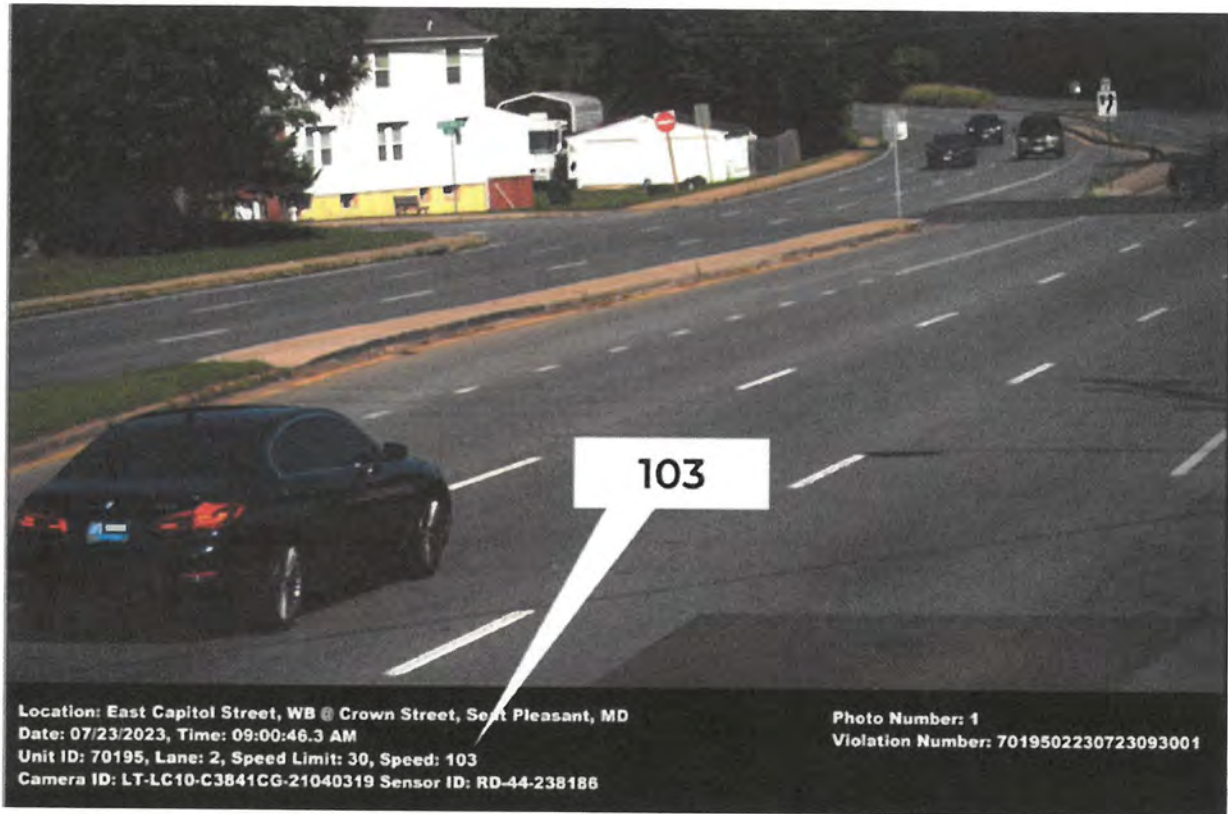


Figure 5: Data Bar Captured for Vehicle Going 103 Miles Over the Speed Limit (Plates Partially Redacted)



Below is a photo of the installed system.

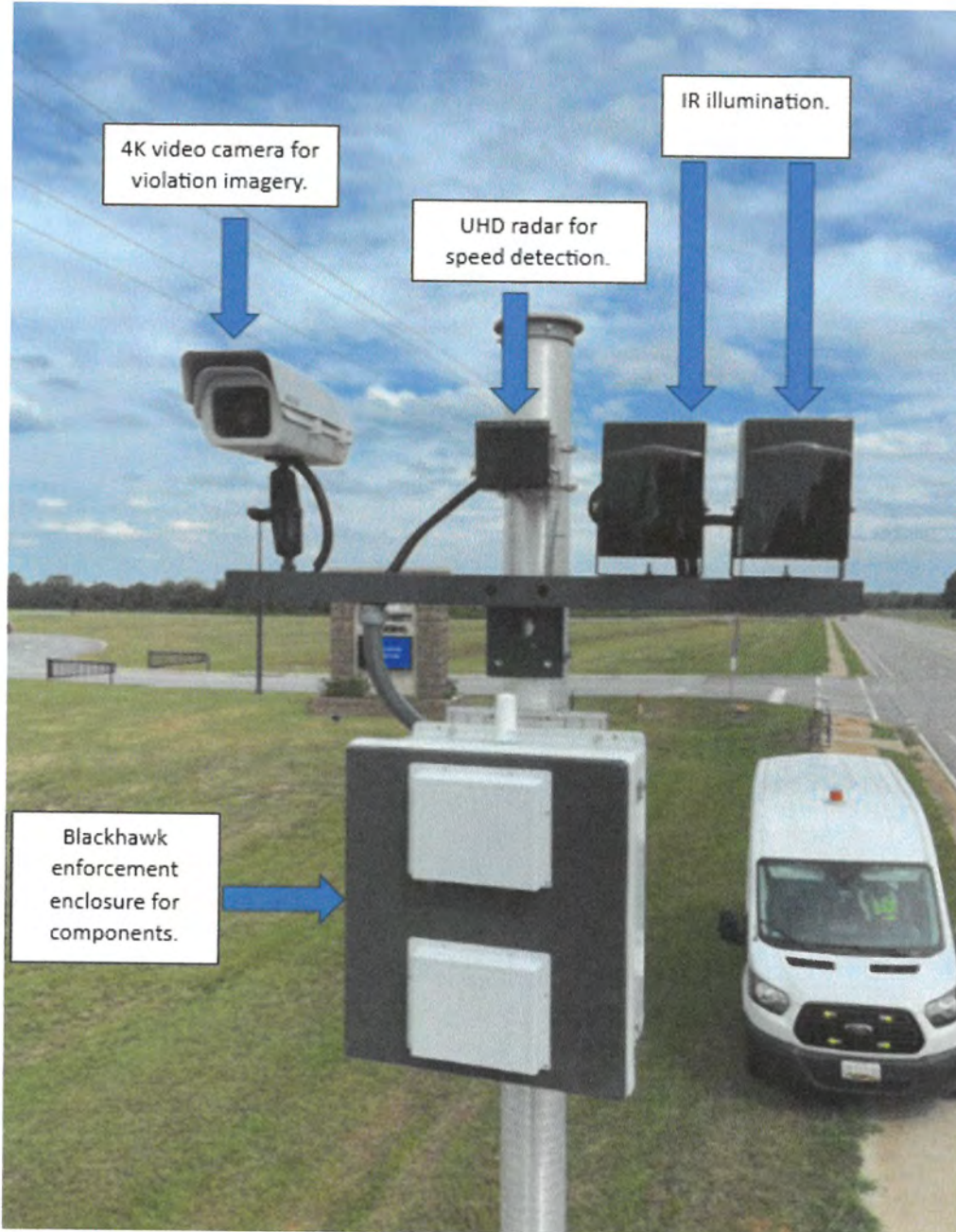


Figure 6: Installed System on a Fixed Pole

4.2 Description and Documentation

Our Vioview system is web-based and provides all the functionality necessary to support your Automated Speed Enforcement System program.

Reporting

Altumint's system includes both standardized and custom reports. Sample screenshots are below:



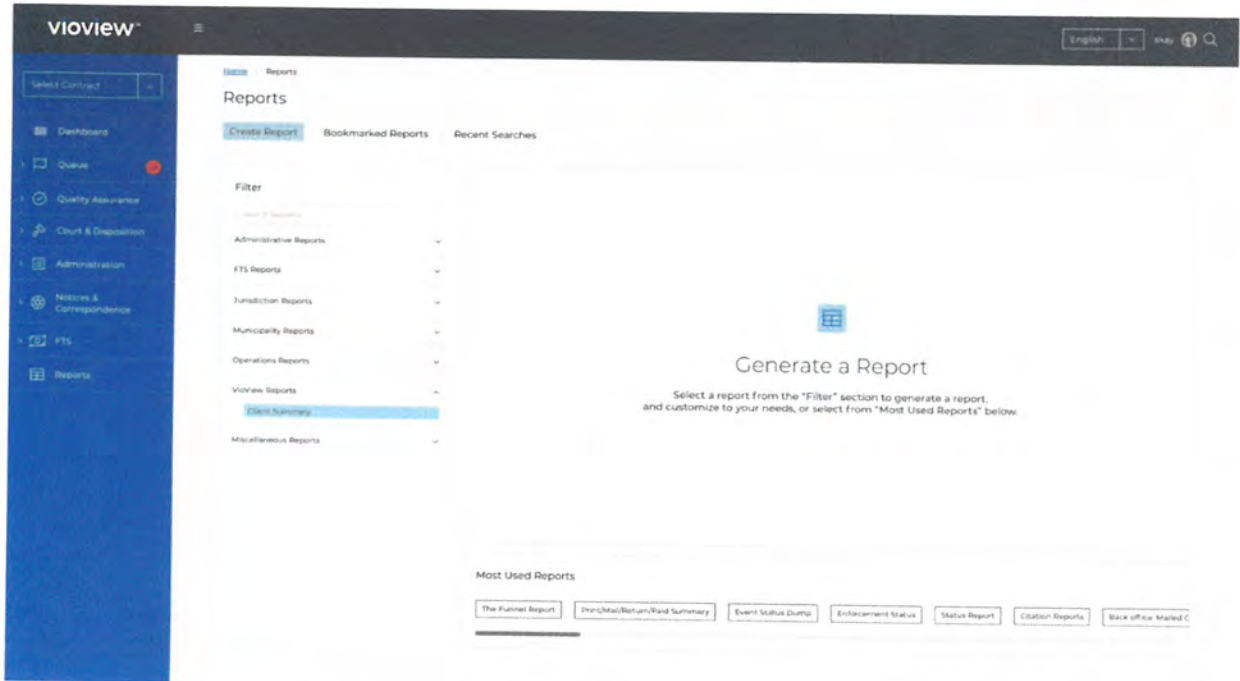


Figure 7: Vioview Reporting

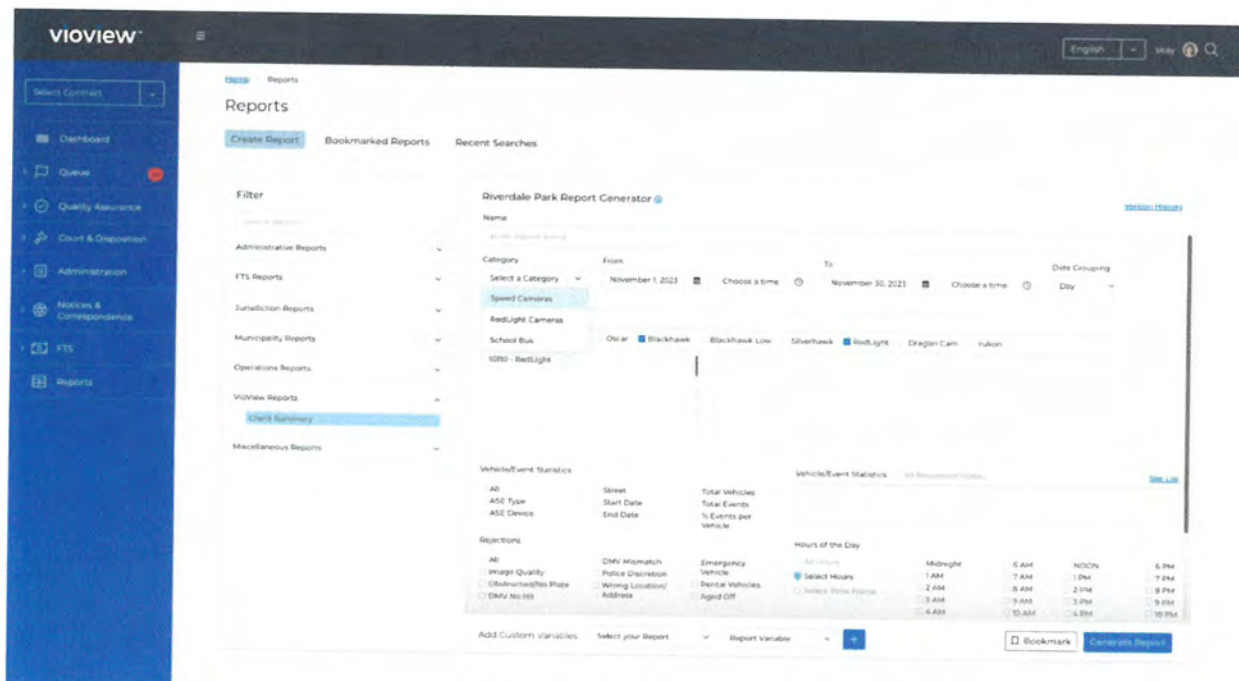


Figure 8: Report Creation and Customization



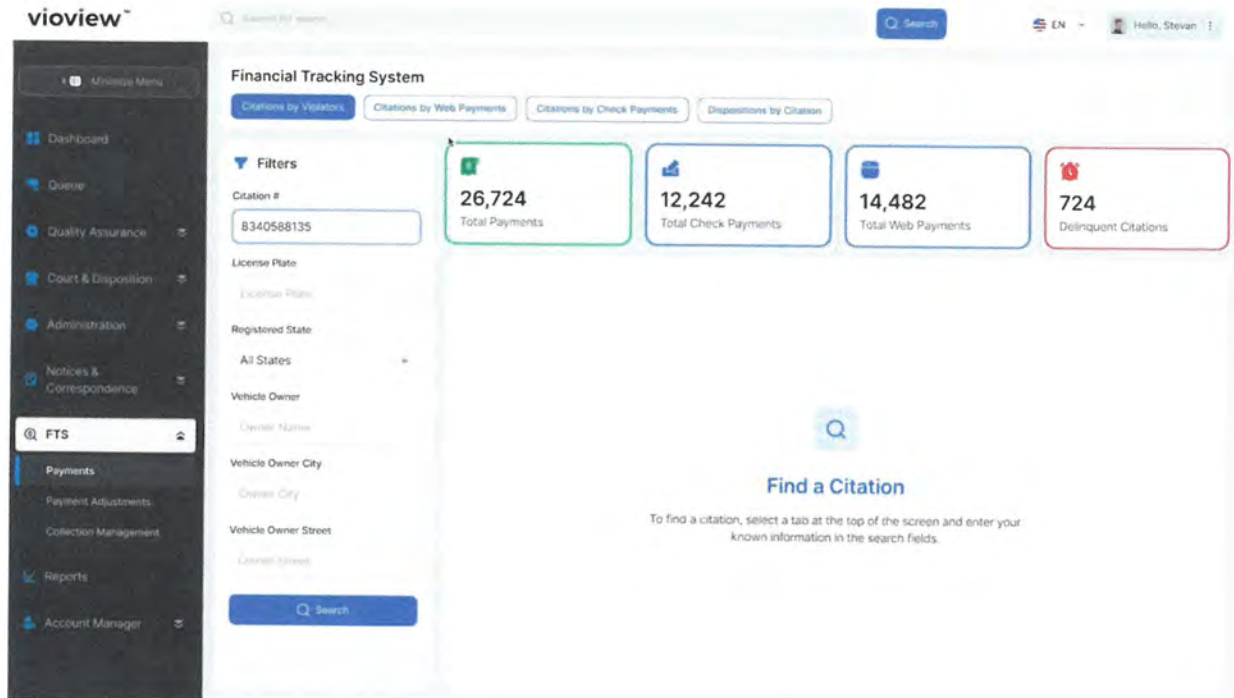


Figure 9: Financial Tracking Supporting

Below is an example of the violation processing report by violation approver:

Start Time	End Time	Time Difference	Approvals	Rejections	Process Rate
2023-05-15 21:48:05	2023-05-15 22:49:11	01:01:06	201	0	00:00:18
2023-05-18 19:30:04	2023-05-18 19:38:32	00:08:28	80	0	00:00:06
2023-05-18 21:08:32	2023-05-18 22:58:34	01:50:02	326	5	00:00:20
2023-05-31 19:49:46	2023-05-31 20:49:29	00:59:43	205	2	00:00:17
2023-06-01 19:35:17	2023-06-01 20:35:29	01:00:12	209	1	00:00:17
2023-06-07 19:52:23	2023-06-07 20:52:41	01:00:18	224	1	00:00:16
2023-06-08 19:08:33	2023-06-08 20:08:46	01:00:13	209	5	00:00:17
2023-06-21 17:04:24	2023-06-21 19:03:29	01:59:05	401	5	00:00:18
2023-06-22 19:15:01	2023-06-22 21:14:23	01:59:22	409	16	00:00:17
2023-07-07 08:46:21	2023-07-07 10:47:16	02:00:55	408	13	00:00:17
2023-07-09 13:47:05	2023-07-09 15:46:42	01:59:37	410	10	00:00:17
2023-07-12 05:57:33	2023-07-12 06:58:19	01:00:46	208	2	00:00:17
2023-07-19 21:04:51	2023-07-19 23:05:14	02:00:23	415	10	00:00:17
2023-07-25 10:08:06	2023-07-25 11:10:23	01:02:17	202	4	00:00:18
2023-07-26 08:04:28	2023-07-26 10:08:51	02:04:23	402	9	00:00:18
2023-07-28 08:07:37	2023-07-28 09:06:37	00:59:00	204	6	00:00:17
Total:		22:05:50	4515	89	00:00:17

Figure 10: Time Spent on Violations per Reviewer

Below is an example of the client summary monthly report:





INVOICE #	23-07	DATE	7/13/2023
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BILL City of Suffolk
TO Robert E Lewis
Suffolk City Hall
442 West Washington Street
Suffolk Virginia, 23434

DESCRIPTION	PAYMENTS	# Citations
Monthly Deposits		
Week Ending July 7, 2023	\$ 20,000.00	200
Week Ending July 14, 2023	\$ 50,000.00	500
Week Ending July 21, 2023	\$ 20,000.00	200
Week Ending July 28, 2023	\$ 40,000.00	400
Short Week Ending July 31, 2023	\$ 20,000.00	200
Total Citation Payments	\$ 150,000.00	1500
Monthly Fixed School Bus Stop Arm Fee @ \$499 per system		
Number of systems - 40	\$ 19,960.00	
Monthly Fixed School/Work Zone Fee @ \$3,499 per system		
Number of systems - 12	\$ 41,988.00	
Event Processing Fee @ \$12 per Mailed Citation		
7,250 Mailed Citations*	\$ 87,000.00	
Amount Due to Altumint:	\$ 148,948.00	
July Disbursement		
Suffolk	\$ 1,052.00	
Altumint	\$ 148,948.00	
Total Disbursed:	\$ 150,000.00	
OTHER COMMENTS		Total \$ 150,000.00
250 Mailed citations per system* Pooled* with current 12 Photo Speed Systems 10,250-3,000=7,250		
Total Paid to Altumint:		\$ 150,000.00

Thank You For Your Business!

Altumint, Inc
4600 Forbes Blvd, Ste 203
Lanham, MD 20706
Phone: (301) 552 6402
Fax: (301) 577 3979

Figure 11: Monthly Performance Report

Our other reports include:

- Operator reports with corresponding authorized user logins
- Payment reports detail payment types, locations, and receipt information
- Total volume reports showing totals for all categories of processing, including pending
- Rejection report containing each rejected camera event, rejection reason and person rejecting the event
- Payment reconciliation reports showing received payments, underpayments, and partial payments
- Over-payment report showing refund amounts due



- Out-of-state report by plate number, date of violation, name of violator, the total amount due, and citation number
- Jurisdiction breakdown report by state registration, both number and percentage
- Fleet report detailing ticketed government and private fleet vehicle
- Aging receivables report
- Multi-offenders report by registration, name, dollar amount owed, and dates of violation
- Offender Suspension Candidate report reflecting those offenders owing at least \$1,000 in outstanding fines and late fees
- Record keeping and tracking for all citations from issuance through final disposition for monthly, quarterly, and yearly standardized reports
- Camera performance
- Adjudication statistics
- Accounts receivable
- Personnel performance
- Financial reports
- Registration plate flagging
- Flag releases
- Suspension and suspension removal notices to MVA
- Daily reconciliation report of the number of citations the Parish authorized and/or approved
- Average violations for each camera location
- Overall increases or decreases in violations
- Monthly statistical report for each camera site
- Number events
- Vehicle passes
- Violations issued
- Violations rejected/reason why
- Camera site performance and efficiency
- Time of violation (hour/day/month)
- Evaluation that includes statistical information, including
- Number of events transferred
- Percentages reflecting events approved
- Events rejected
- Events spoiled
- Event age at transfer
- Camera site performance by efficiency
- Time (hour, day, month)
- Reason for rejection
- Monthly report noting the performance of the Customer Service Center
- Automatic Call Distribution system performance
- Customer handling
- Number of calls dropped



- Number of calls placed in voicemail
- Wait time for each customer
- Nixie reports containing:
- Citation number
- Date of violation
- Date of nixie
- Old address information
- New address information

Reporting also captures and stores data to allow for reporting on the following:

- Date of violation event
- Event tracking number
- Time of each violation
- Location of violation
- Open citations for violators with multiple events
- Report detailing processor event approval and voidance by name for quality control purposes

4.3 Maintenance Plans and Remedies

Address maintenance plans and remedies for non-functioning or inadequately functioning equipment and technology that will impact enforcement or processing of violations.

Our Computerized Maintenance Management System (CMMS) records routine inspection and maintenance protocols. Altumint and our customers can use this system to view maintenance activities on a system-by-system basis.



Figure 12: CMMS Example

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting:



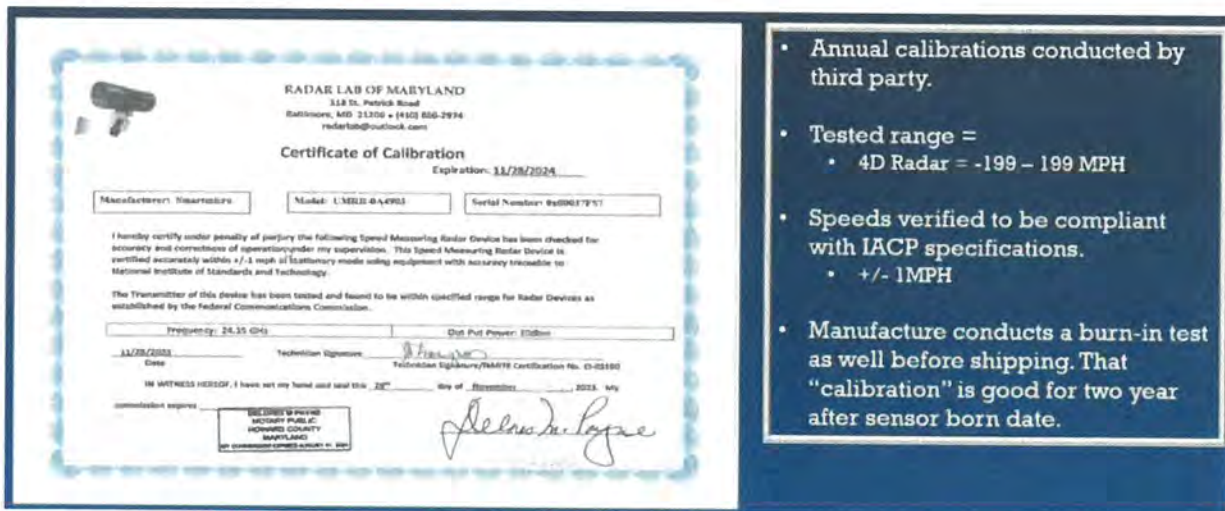
- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems.

Our systems have 4G LTE modems and remote login software. Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

We build and design our systems at our headquarters in Lanham, MD, helping us innovate quickly and respond rapidly to maintenance and repair requests.

Each enforcement system's operational health is checked daily through a self-test. Enforcement systems will not be enforced until they pass this internal self-check. Additionally, we use a third party to calibrate our cameras yearly and can provide the County with a copy of the calibration certificate.



The image shows a 'Certificate of Calibration' from Radar Lab of Maryland. The certificate is for a speed measuring radar device. It includes fields for Manufacturer (Timarrest), Model (UMR2-04490), and Serial Number (940901797). The expiration date is 11/28/2024. The certificate states that the device has been checked for accuracy and corrected to within +/- 1 mph. It also mentions that the transmitter has been tested and found to be within specified range for Radar Devices as established by the Federal Communications Commission. The frequency is 24.35 GHz and the output power is 100mW. The technician's signature is visible, along with the date 11/28/2023. The certificate is signed by a Notary Public, Howard County, Maryland. To the right of the certificate, there is a blue box with white text listing the following points:

- Annual calibrations conducted by third party.
- Tested range =
 - 4D Radar = -199 – 199 MPH
- Speeds verified to be compliant with IACP specifications.
 - +/- 1MPH
- Manufacture conducts a burn-in test as well before shipping. That "calibration" is good for two year after sensor born date.

Figure 13: Example Calibration Certificate



4.4 Scope of Work

Provide documentation that all requirements related to scope of work concerning program needs and services are able to be fulfilled.

4.4.1 Equipment

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

Calvert County Government shall not incur any cost nor furnish any materials or labor for the installation, implementation, or continued use of any ASE system.

Independent calibration will be conducted upon initial installation and annually after that.

Understood and agreed. Altumint will transition Calvert County from the Rekor system to our Blackhawk systems and install new BlackHawk systems where needed. Please see [Section 4.4.1](#) for an overview of the BlackHawk system.

4.4.2 Citations and Related Correspondence

Be responsible for issuance of warnings, notices, citations, flagging notices, summonses, following up on notification, processing past due notices, processing court correspondence, and responding to general correspondence. Any written correspondence or documents received from citizens regarding issued citations or Court requests shall be made available and viewable by Calvert County Government.

Altumint will continue to prepare, print, and mail warnings, notices, flagging notices, and citations for all approved citable offenses by first-class mail. All citations will be in accordance with Maryland Court requirements and the County's approved format. Notices are mailed within the time limits specified by law. Viowiew has a built-in mechanism to automatically ensure that no violations are mailed beyond the time limits specified by law. Altumint will mail warnings instead of citations for each newly installed system during the first month of operation.

All printed citations shall include three (3) digital violation images of a quality acceptable to the County. The citations include the electronic signature and ID number of the law enforcement officer or the County's Authorized Representative who approved the citation. One image shows the vehicle's registration plate, which is clearly readable. Printed citations comply with State law and include court-approved language, the date and time of the violation, the location of the violation, the amount of the civil penalty imposed, a legend for reading the embedded violation data, and the date by which the civil monetary penalty must be paid. Information regarding payment options, instructions for viewing images online, and a payment coupon are also included.

Altumint will continue to send a second follow-up notice to delinquent violators in the event of non-response after a specified time established by the County's business rules. Viowiew contains logic that enables automated tracking of all violation account information, including payments and scheduled hearings, to ensure follow-up notices are properly sent to violators.



The second notice will inform the violator that the fine is past due and include all information provided within the first notice.

A third and final notice is sent to registered owners to inform them that their plate has been flagged and placed on a registration hold. Examples of notices that we currently send for the County are below:

**CITATION
SPEED MONITORING VIOLATION**

06/11/2024

To: **JOHN DOE**

Please take notice the vehicle described and pictured herein was detected and recorded by a speed monitoring system exceeding the posted speed limit by at least 12 MPH in violation of Title 21, Subtitle 9 of the Transportation Article. The pictured vehicle was traveling at the speed listed below at the place, date, and time specified. Therefore, under Maryland State Law, Transportation Article § 21-809, as the registered owner(s) or lessee(s) you are liable for the violation. Unless you elect to go to court, a civil penalty in the amount of \$400.00 must be paid by the due date shown on this notice.

PAYMENT OF THE PENALTY AMOUNT FOR THE VIOLATION WILL NOT RESULT IN POINTS AND CANNOT BE USED TO INURE AS YOUR INSURANCE RATES.

WARNING: FAILURE TO PAY THE PENALTY SHOWN, OR TO CONTEST LIABILITY DESCRIBED IN THE NEXT PARAGRAPH IS AN ADMISSION OF LIABILITY AND MAY RESULT IN THE REPEAL BY THE MOTOR VEHICLE ADMINISTRATION TO REGISTER OR REREGISTER THE MOTOR VEHICLE.

You must pay or contest this citation by the due date noted below. If you appear in court, the maximum amount you can be charged is \$400.00 fine plus court costs.

Recorded images are evidence of a violation of the Maryland law prohibiting exceeding the maximum posted speed limit.

DATE AND TIME OF VIOLATION	LOCATION OF VIOLATION	VEHICLE TAG
6/11/2024 10:00:41 AM	MD 100 West Mount Vernon, W. Va.	MD 580 171

POSTED SPEED	VEHICLE SPEED	DE FDATE
25 mph	46 mph	06/11/2024

VIOLATION NUMBER: LC173450-000
AMOUNT DUE: \$400.00

A Public Safety Program of the
Calvert County Sheriff's Office
444-354-3908

You can view full color images/video of violation at: www.caltaxi.com
Citation No.: CC173450700 Pto No.: 1734

Signature: _____ ID# 4071

Speed Monitoring Citation Notice

A vehicle registered or leased to you, was photographed by an automatic camera connected to a speed monitoring system. Video for recording the posted speed limit by at least 12 MPH are collected automatically, and two photographs are taken. Subsequent to each photograph is the date, time, location, and speed of the vehicle at the time the violation occurred. An example of the information that appears below:

The camera is not considered a "moving violator." It is a civil violation to fail to respond to a notice responsible for the violation similar to a parking ticket. NO POINTS CAN BE ADDED FOR THIS VIOLATION AND IT WILL NOT RAISE YOUR INSURANCE RATES.

If you fail to respond to a notice to pay the citation within the time allowed, this violation will result in the Motor Vehicle Administration (MVA) placing a flag against your vehicle record to prevent your registration from being renewed or renewed in person. This flagging will be removed once the citation is paid or you go to court.

PAYMENT OPTIONS
Pay by Mail: Go to www.caltaxi.com to pay by mail and follow the automated prompts. Please first enter citation number and credit card information.
Pay by Phone: Call 444-354-3908 and follow the automated prompts. Please first enter citation number and credit card information.
Pay by Mail: Check or money order should be payable to Calvert County, MD Automated Speed Enforcement, PO Box 2000, Piquette, MD 21141.
Mail to: Piquette, MD 21141.

REQUEST A COURT DATE If you wish to appear in court to contest the violation, you must appear in court by the date shown on this notice. If you do not appear in court by the date shown on this notice, the citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty.

TO REQUEST THE PRESENCE OF THE SPEED MONITORING SYSTEM OPERATOR The speed monitoring system operator is not required to appear. If you wish to request the speed monitoring system operator to appear, you must appear in court by the date shown on this notice. If you do not appear in court by the date shown on this notice, the citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty.

IF YOU WISH TO CONTEST THE VIOLATION If you wish to contest the violation, you must appear in court by the date shown on this notice. If you do not appear in court by the date shown on this notice, the citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty.

STAYING VEHICLE OR REGISTRATION PLATE The Motor Vehicle Administration (MVA) will place a flag against your vehicle record to prevent your registration from being renewed or renewed in person. This flagging will be removed once the citation is paid or you go to court.

REPEAL OF REGISTRATION The Motor Vehicle Administration (MVA) will place a flag against your vehicle record to prevent your registration from being renewed or renewed in person. This flagging will be removed once the citation is paid or you go to court.

EXEMPTIONS AND CONCERN ABOUT THIS PROGRAM AND REQUEST TO REVIEW CITATIONS FOR TECHNICAL ERRORS If you wish to request a review of your citation, you must appear in court by the date shown on this notice. If you do not appear in court by the date shown on this notice, the citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty.

FOR ALL OTHERS OUTSIDE OF CALVERT COUNTY If you wish to request a review of your citation, you must appear in court by the date shown on this notice. If you do not appear in court by the date shown on this notice, the citation will be considered a civil penalty and you will be charged a civil penalty. The citation will be considered a civil penalty and you will be charged a civil penalty.

Figure 14: Front and Back of Speed Citation





Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741-5046

DELINQUENCY NOTICE
AUTOMATED SPEED MONITORING SYSTEM
§ 21-809 School Zone

Citation Number:	CC123456789	Vehicle Tag:	MD ABC123
Violation Date:	2/20/2024	Violation Time:	1:15:01 PM
Vehicle Speed:	68 mph	Posted Speed:	55 mph
Due Date:	05/25/2024	Amount Due:	\$60.00
Location:	2500 Blk Solomons Island Rd S R		

DELINQUENCY NOTICE

JOHN DOE
123 MAIN STREET
PRINCE FREDRICK, MD 20678

IMMEDIATE PAYMENT REQUIRED

Your vehicle was detected and recorded by radar exceeding the posted speed limit by at least 12 mph in violation of Maryland State Law, Transportation Article § 21-809. The vehicle noted above was photographed exceeding the posted speed limit at the place, date, and time specified.

On 3/17/2024, a Notice of Violation was mailed to you. You failed to respond by your due date of 4/16/2024 and a penalty of \$20 has been added. Failure to pay or contest liability within the required time frame is considered an admission of liability and waives your right to a hearing.

FAILURE TO PAY THE TOTAL AMOUNT DUE AND ADDITIONAL FEES MAY RESULT IN THE REFUSAL BY THE MOTOR VEHICLE ADMINISTRATION TO REGISTER OR REREGISTER THE MOTOR VEHICLE.

Please remit payment immediately using one of the following payment options:

PAY BY WEB: Go to <http://www.jp360tag.com> to pay via credit card (VISA/MC/Discover/AMEX).

PAY BY PHONE: Call 443-354-3068 and follow the automated prompts. Please have your citation number and credit card information ready.

PAY BY MAIL: Check or money order must be made payable to the Calvert County Sheriff's Office. Mail your payment and payment stub to: Calvert County Automated Speed Enforcement, P.O. Box 5046, Hagerstown, MD 21741. Include the citation number and vehicle tag number and state on your check or money order TO ENSURE PROPER CREDIT. **DO NOT SEND CASH.**

You can view full color images and pay online at:
www.jp360tag.com
Citation #: CC123456789 Pin #: 1234

If you have any questions, please contact Calvert County Automated Speed Enforcement Customer Service at 443-354-3068.

Send Check or Money Order Payable to: Calvert County Sheriff's Office

JOHN DOE
123 MAIN ST
PRINCE FREDRICK, MD 20678

(Detach and return with payment by mail)




Calvert County
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741

Citation Number:	CC123456789
Initial Fine:	\$40.00
Penalty:	\$20.00
Total Due:	\$60.00

CC-123456789 51 06000 32

Figure 15: Example Second Notice



**Calvert County**
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741-5046

AUTOMATED SPEED MONITORING SYSTEM
§ 21-809 School Zone

Citation Number:	CC123456789	Vehicle Tag:	MD-AH0123
Violation Date:	12/21/2023	Violation Time:	4:31:37 PM
Vehicle Speed:	42 mph	Posted Speed:	30 mph
Due Date:	Due Upon Receipt	Amount Due:	\$20.00
Location:	9500 Blk Bonds Turn Rd WB		

Mail Date: 4/25/2024

JOHN DOE
123 MAIN ST
PRINCE FREDRICK, MD 20678

REGISTRATION HOLD NOTICE

Your vehicle was detected and recorded by radar exceeding the posted speed limit by at least 12 mph in violation of Maryland State Law, Transportation Article § 21-809. The vehicle noted above was photographed exceeding the posted speed limit at the place, date, and time specified. You failed to respond to the initial notice within thirty (30) calendar days from issuance as required by law and to the overdue notice, mailed to you on 2/3/2024. The Maryland Motor Vehicle Administration (MVA) has placed a flag on your vehicle's registration and is withholding the renewal application for your vehicle registration pending full satisfaction of all fines and cost.

To obtain a release from the registration flag, please remit payment immediately for the total amount due noted above.

Please remit payment immediately using one of the following payment options:

PAY BY WEB: Go to <http://www.jp360tag.com> to pay via credit card (VISA/MC/Discover/AMEX).

PAY BY PHONE: Call 443-354-3068 and follow the automated prompts. Please have your citation number and credit card information ready.

PAY BY MAIL: Certified check or money order must be made payable to the Calvert County Sheriff's Office. Mail your payment and payment stub to: Calvert County Automated Speed Enforcement, PO Box 5046, Hagerstown, MD 21741. Include the citation number and vehicle tag number on your certified check or money order TO ENSURE PROPER CREDIT. **DO NOT SEND CASH.**


You can view full color images and pay online at:
www.jp360tag.com

Citation #: CC123456789 PIN #: 1234

If you have any questions, please contact Calvert County Automated Speed Enforcement Customer Service at 443-354-3068.

Send Check or Money Order Payable to: **Calvert County Sheriff's Office**

JOHN DOE
123 MAIN STREET
PRINCE FREDRICK MD 20678

**Calvert County**
Automated Speed Enforcement
P.O. Box 5046
Hagerstown, MD 21741

Citation Number:	CC123456789
Initial Fine:	\$40.00
Penalty:	\$20.00
Total Due:	\$20.00

CC-123456789 51 02000 34

Figure 16: Flagging Notice

Altumint offers several options for violators to make payments, including:

- Credit Card payments on Altumint's e-commerce website (www.onlinecitationpayment.com). Altumint charges a fixed, nominal convenience fee for this payment method. This fee is clearly noted on the website.
- Payments via toll-free telephone number
- Check or money order mailed to the specified USPS lockbox on the citation

Reviewing and Approving Citations

After our team and AI reviews are completed, potential citations are put into the "red zone" queue for County Officials to review. When certain citations have not been reviewed within the allotted number of days per the County's business rules, a "red report" with the outstanding items is sent to the Police.



Location ID	Location Title	Event Status	Event Launch	Red Zone
79110	West Bank of M21 / W1, MD	Pending Police Review	10	0
79111	West Bank of M21 / W1, MD	Pending Police Review	10	10
79112	West Bank of Baltimore Ave, MD	Pending Police Review	10	0
79113	Spotsylvania Ave, MD / W1 / W2, MD	Pending Police Review	10	0
79114	Westport Road at 5th Street	Pending Police Review	10	0
79115	West Bank of Lanesville Road, MD	Pending Police Review	10	0
79116	West Bank of Lanesville Road, MD	Pending Police Review	10	0
Total			649	28

Figure 17: Police Queue Showing Events in the Red Zone

4.4.3 Citation Processing System

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

Citation Processing



Figure 18: Vioview Citation Management Cycle

A potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by Vioview to the eventual payment or dismissal of the citation. Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).



After that, we perform a DMV lookup and second verification, matching the vehicle type with the photo images to ensure that the citation is associated with the correct car. 48 states and Washington D.C. registered owner lookups are requested through Nlets, the International Justice and Public Safety Network provider of the National Crime Information Center (NCIC) based in Phoenix, Arizona. Vehicle owner data requests are submitted to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

Altumint uses AI to add speed and accuracy to our violation process for speed, red light, and school bus stop arm.

Over the past ten years, we have achieved an overall registered owner lookup success rate of over 90% due to the quality of our back-office processes. Then, the citation is turned over to the County for review and approval.

Once the County approves a citation in Vioview, Altumint will execute a citation in accordance with Florida Code. This summons will include copies of the images the BlackHawk or RedHawk system captures. Violators will also be given a unique case number and pin to review the images and citations online. Altumint will work with the County to design the form these citations will follow.

Upon approval by the County-designated authority, the violations are issued to the address returned by the Nlets request process. Any subsequent notice is passed through a second step to verify that the original or nominated address is current. The address is checked against the National Change of Address database provided by the United States Postal Service. This allows Altumint to obtain the most recent address for vehicle owners needing to update their registered address. Our vehicle-registered owner information acquisition solution has proven successful and reliable for all our clients' programs.

Altumint's VioView system will track the date of the initial and second citation notices. The second notice date will be noted in the VioView system. Following this notice, Altumint will turn the citation over to the collections agency and provide the necessary documentation.

4.4.4 Citation Processing and Evidence Packages

Process all traffic citations and prepare evidence packages for court.

Altumint will continue to provide the County with turnkey adjudication processing service support. Our customer service representatives coordinate this process. Altumint coordinates the appeal hearings associated with protests of citations and collects and processes appeal hearing dispositions. We receive initial appeal requests and schedule appeal hearings for alleged violators using our Vioview Court Module.

Altumint provides the County with all supporting documentation materials needed for the court testimony, including:

- Large digital image of the first violation photograph
- Large digital image of the second violation photograph
- Digital image of the license plate
- Field service technician log indicating the good working order of the camera system at the time of the violation
- A court disposition sheet
- Any written correspondence received from the violator



- Any additional information requested by the court or its representative

Using the web-based Court Module of Vioview, our customer service staff can:

- Create & Schedule Hearing Dockets on Calendar
- Generate & Issue Hearing Notices
- Generate Paper Dockets
- Prepare Disposition Sheets
- Prepare Docket Summaries
- Search by Docket, Status, Citation, Date etc.

4.4.5 Customer Service

Operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizens' concerns that shall be available to citizens for support Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays. The customer support center shall have a live representative available who is knowledgeable and able to assist with matters such as, but may not be limited to, citations, payments, hearing dates, or other such issues.

Altumint operates a toll-free and bilingual call center, providing an essential interface between each client's program and the public. Our call center software is a cloud-based solution from Five9. All our CSRs use Vioview to update all aspects of the violation in real-time while speaking with the violator.

Altumint is USA-based
and operated.

Our Five9 CSR Platform enables:

- IVR messages
- Automatic queue callback
- Temporary storage of call recordings
- Exclusive 800 numbers

Our Customer Service Call Center uses the Vioview Financial Tracking System (FTS) to process payments received. Additionally, authorized users can access Vioview FTS to conduct audits of payments received, disbursements, and other information related to the program's financial aspects.

4.4.6 System Installation Tasks

Be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed-upon sites by the Contractor and Calvert County Government. Contractor shall be diligent in following up with all entities involved in any approval or installation process to ensure that authorizations are proceeding in a timely manner.

Understood and agreed. Altumint has worked with over 20 jurisdictions in Maryland on design, engineering, permitting, and construction.



4.4.7 Public Awareness

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

There is no other firm who has focused more on providing public information on photo enforcement this past year than Altumint. We believe in and have extensive experience with Public Education and Information focused on promoting public safety. We support our clients with campaigns adapted to their marketing and public relations goals and standards. We want to help your program significantly reduce violations, thus increasing public safety. We work with public relations firms to help our customers reach the driving public. We provide sample starting materials and a plan for our clients and are proud to share examples of their finished products below.



Figure 19: Flyers and Website Information



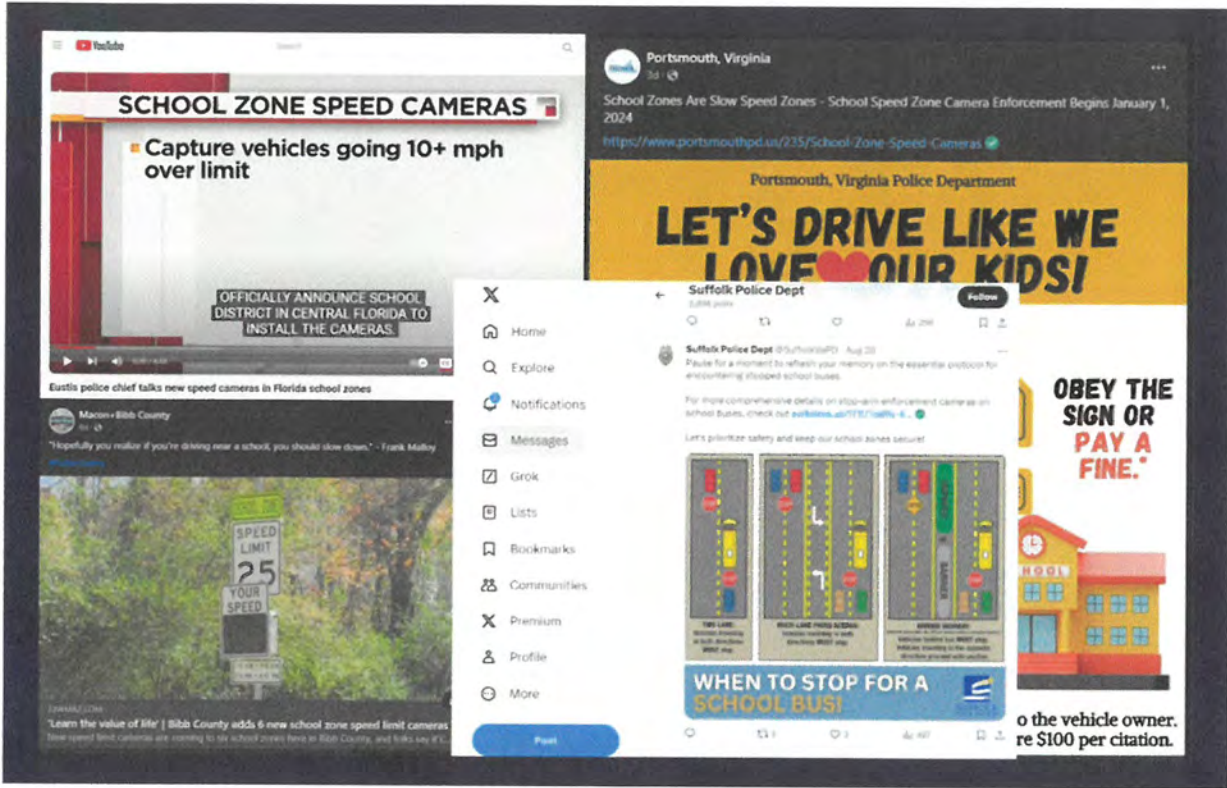


Figure 20: Social Media



Figure 21: Press Releases



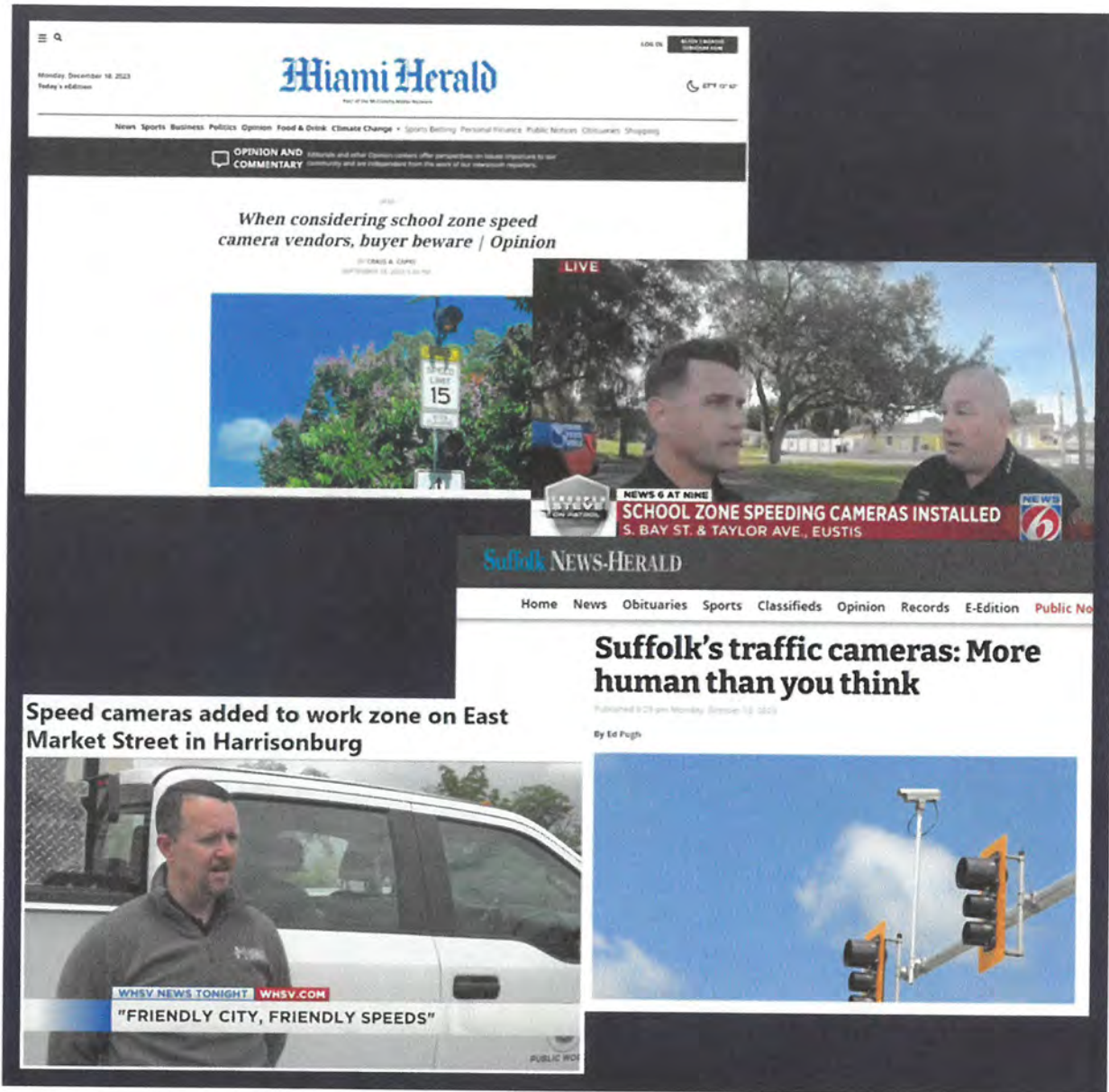


Figure 22: Assistance with Media Coverage

4.4.8 Training

Conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system at no cost and as frequently as needed due to changes in staffing assignments.

Altumint builds its own proprietary enforcement systems and software and certifies our instructors. Our curriculum takes a practical, hands-on approach, teaching stakeholders what they need to know to do their jobs efficiently and effectively.

Our classes include an array of assets, frequently asked questions, procedural walkthroughs, and hands-on learning training. Altumint will work with you to develop a customized training plan and schedule. Below is a summary of the types of training we offer.



Table 1: Training Types

Training	Initial Training	Class Size	Follow-up Frequency
Police Officer/Approver	Before Warning Period	Up to 20	As Needed
Financial	During Warning Period	Up to 5	Monthly
Court	During Warning Period	Up to 20	Monthly
IT	Before Warning Period	Up to 5	As Needed

Below is an example of a training curriculum for those who approve citations:

Vioview Sheriff (Approver) Training Summary

Intended Audience: Those responsible for approving citations.

- Overview of the program
- Overview of citation processing
- Your role in citation processing
- The citation timeline
- What data is captured in a citation?
- Controllable versus uncontrollable reject reasons
- What is Vioview?
- Logging into Vioview
- Looking at the queue
- "Red" citations
- Reviewing a citation
- Next steps in the citation process

4.4.9 System Uptime

Be responsible for ensuring that both the ASE system and any web-based system for event review or payment acceptance is operating properly on a continuous basis.

Understood and compliant. Altumint will convert Calvert County's systems from solar to hardline power to provide better uptime.

4.4.10 Problem Resolution

Document any problems and fully remedy any problems within seventy-two (72) hours, including weekends and holidays. Provide Calvert County Government with notifications and updates when any ASE system has become inoperable during enforcement periods or when any web-based support system is not functioning.

Understood and agreed. Our modular camera systems allow us to replace parts quickly and within the seventy-two (72) hour window.



4.4.11 Resolution Due to Non-Operation

Provide a reasonable compensation resolution when equipment problems cannot be remedied within seventy-two (72) hours, causing Calvert County Government to be unable to enforce an ASE system during authorized enforcement periods.

Understood and agreed. We will compensate the County as appropriate. We will also introduce changes to the equipment and software used to optimize uptime.

4.4.12 Event Review

Provide a secure web-based system for event review.

Review process:



Figure 23: From Citation Capture to Police Review

A potential violation goes through the full process of multiple Altumint event reviews, tag lookup, and law enforcement approval. Events that become approved citations will then be printed, mailed, and tracked by Altumint's Vioview **web-based** software to the eventual payment or dismissal of the citation. Altumint performs the initial review to verify it is a violation, either manually or through Artificial Intelligence (AI).

Following plate identification, we perform a DMV lookup and second review, verifying the vehicle type with the photo images to ensure that the citation is associated with the correct vehicle. The registered owner lookups are requested through Nlets, the International Justice and Public Safety Network provider of the National Crime Information Center (NCIC). Altumint submits vehicle owner data requests to Nlets, which then makes requests to the appropriate Department of Motor Vehicles and returns the response data to Altumint.

Next, the citation is turned over to the County for review and approval.

4.4.13 Citation Tracking and Auditing

Provide a secure web-based system for citation tracking that maintains the complete citation history and can be audited.

Understood and compliant. Altumint's Vioview system tracks violations from capture to payment, including notices, court hearings, and payments.

Altumint uses AI to add speed and accuracy to our violation processing for speed, red light, and school bus stop arm.



4.4.14 Payment Processing

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

We can accept payments through our lockbox (related information is in the section below), IVR (please refer to [Proposal Section 4.4.5](#), Customer Service, for more details), or online payment portal.

Payment Portal

Altumint accepts payment for citations via credit card on our E-Commerce website. To authenticate, violators log into the payment website with the supplied citation number and PIN. Once logged in, the violator can review the violation video and/or images captured and the citation details. When the violator is ready to submit payment, they can click a button on the review page that takes them to a payment form for entering credit card and billing address information. When the form is complete, the transaction is submitted to the payment gateway for processing. The violator gets a response confirming the payment if the transaction is successful. The violator pays a clear, nominal fixed convenience fee for this payment method. Upon a successful transaction, the citation amount in the Vioview database is updated immediately to close out the citation, and the recipient is presented with the transaction receipt for printing.

Altumint's Vioview Client Portal is a secure, user-friendly web application where violators can view their violations online.

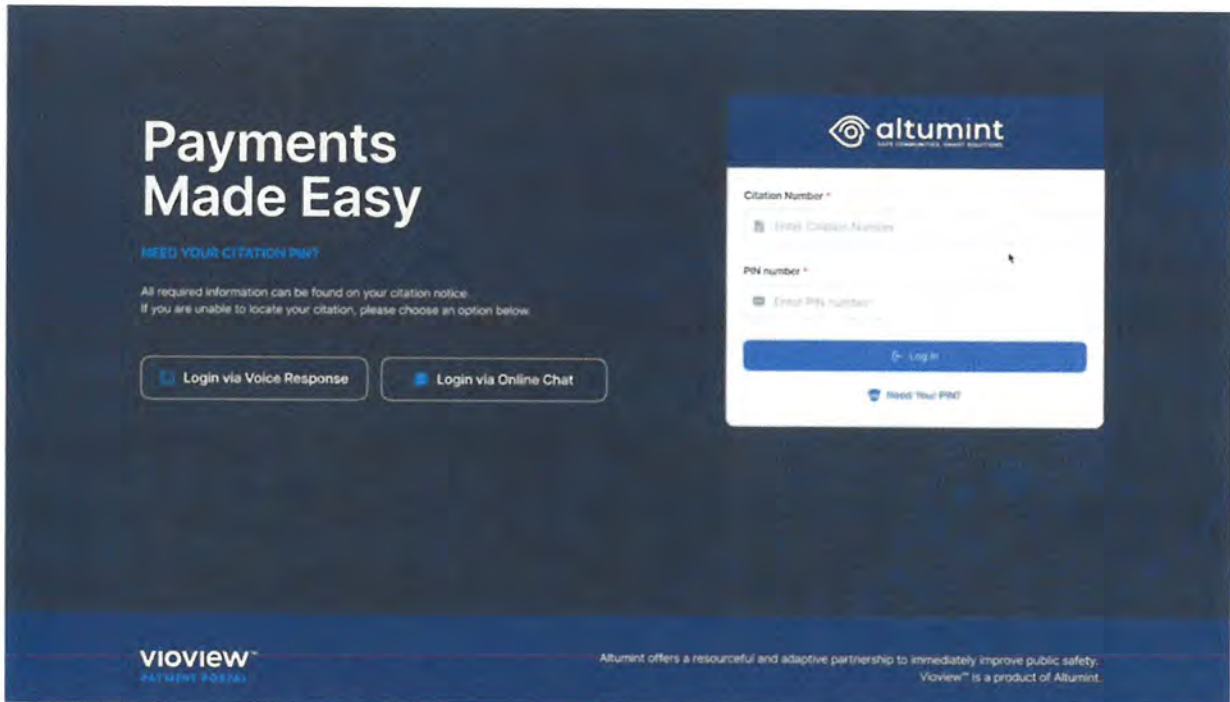


Figure 24: Online Website for Citizens



The screenshot displays the 'Citation Payment Screen' for citation SP4135228. It includes a summary of open citations, detailed citation information (violation, location, speed limit, etc.), a gallery of citation images, and a table of payments. At the bottom, there is a 'Payments' section with a table showing the breakdown of fees and a total amount due of \$155.00. A payment processing interface is visible at the bottom left, showing a 'Pay via Credit Card' button and logos for PayPal, Venmo, and Apple Pay.

Type	Fine	Point	Perfor	Credit/Debit
Violation Amount	\$ 55.00	\$ 20.00		\$ 55.00
Late Fee	\$ 0.00	\$ 0.00		\$ 55.00
Processing Fee	\$ 25.00	\$ 25.00		\$ 55.00

Total Amount Due: \$155.00

Figure 25: Citation Payment Screen

4.4.15 Payment Processing

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

Altumint provides a lockbox service for payments and program correspondence. Violators can mail checks or money orders, along with the provided coupon printed on the bottom of the citation, to the Post Office Box. The lockbox processing center will receive material delivered by a bonded courier for processing every weekday.

One lockbox rule is verifying that the checks are written in US Dollars. At the lockbox processing check set level, both the scanned coupon and scanned check amount are displayed. If there's a variance in the amounts, processors manually enter the written check amount. The written (legal) amounts are applied if the dollar amounts differ from the written ones. Any amount is acceptable to allow for partial payments.

Once at the lockbox processing center, payments are electronically scanned and credited to the bank account. An electronic transaction file listing all payments processed for the day is encrypted and uploaded to a File Transfer Protocol server, which is available for Altumint to retrieve. An automated process initiated on the Altumint processing server downloads, decrypts, and processes the data to apply payments to the associated citations.

When the lockbox payments are processed, checks and correspondence are imaged. Check and document images are made available via a secure website provided by Capital One, our financial institution providing lockbox services to Altumint. An electronic transaction file listing all payments processed for the day is encrypted and uploaded to a File Transfer Protocol server, which is available for Altumint to retrieve. An automated process initiated on the Altumint processing server downloads, decrypts, and processes the data to apply payments to the associated citations.



Altumint manages the following service elements with accurate receipt, processing and updating of mail-in payments:

- Method for receipt of payments and database applications
- Ability to accept payments by source (cash, check, money order, or credit card)
- Ability to handle electronic reimbursement
- Verification of check amounts
- Daily batch reconciliation and file update
- Payment imaging
- Bonded courier service from lockbox pickup, from the Customer Service Center, from County locations and to the financial institution
- Accepting partial payments
- Return of payment process (i.e., fraudulent payments, second-party checks, etc.)
- Processing exception payments

4.4.16 Adjudication

Provide adjudication process support to include scheduling and tracking court hearings, sending court notifications, and providing general support to Deputies before and during hearings. When necessary and with proper notice, the Contractor shall provide a qualified expert representative to attend and provide Court testimony for initial citation hearings, at the Contractor's expense.

Our Court Module in Vioview provides all necessary functions and documentation to support the County in the case of a contested citation. Please refer to [Proposal Section 4.4.4](#), Citation Processing and Evidence Packages, for more information on our Court Module. David Mostofi, our technology expert, will provide expert witness testimony when needed by the County.

4.4.17 Least Possible Interference

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

We are committed to making your Automate Speed Enforcement program run with as little interference to the activities of your County as possible. As your incumbent, much of our infrastructure is already in place, minimizing interruption to County processes, personnel, and citizens.

4.4.18 Fixed Site Systems and Relocation

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

Understood and agreed.



4.4.19 Ability to Be Relocated

Ensure camera systems have the ability to be relocated to other established enforcement site locations as needed, within ten (10) calendar days as requested by Calvert County Government.

Understood and agreed.

4.4.20 Installation and Relocations

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

Understood and agreed. We will continue to work with the County to move the cameras.

4.4.21 Regulations

Comply with all applicable State and Federal laws and regulations including but not limited to § 21-809 of the Transportation Article of the Annotated Code of Maryland. Contractor shall remain familiar with all current and any updates to Federal and State laws and regulations governing the use of speed monitoring systems, so as to ensure Calvert County Government's continued compliance while utilizing Contractor's services.

Understood and compliant. We have worked with over 20 jurisdictions in Maryland to comply with relevant laws and regulations.

4.4.22 Locations

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

Understood and agreed.

4.4.23 Required Reporting Data

Provide data necessary for the submission of any required reporting in a timely manner and assist Calvert County Government in the production of said reporting requirements.

Understood and agreed. Your program manager, Lindsey Akers, will continue to assist you in creating any reports needed to support your ASE program.

4.4.24 Cost Neutrality and Fees

4.4.24.1 Cost Neutrality

Agree that this ASE program shall remain cost neutral to Calvert County Government.

Understood and agreed.

4.4.24.2 Payment from Citation Fees

Citation fees collected per month shall be the source of payment towards the Contractor's monthly lease fee of ASE equipment of approved citations.

Understood and agreed.

4.4.24.3 Citation Fees Over/Under Monthly Lease Fee

During a month in which approved citation fees collected are less than the Contractor's monthly lease fee, the Contractor shall accept the fees collected in said month as payment



for the monthly lease fee and shall not charge Calvert County Government the balance of the lease fee for that month.

During a month the approved citation fees collected exceed the Contractor's monthly lease fee, the Contractor shall make payment to Calvert County Government for the amount above the monthly lease fee.

Understood and agreed.

4.4.25 Business Rules

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

Understood and agreed.

4.4.26 Base Equipment

The camera system shall use a digital media. The Contractor shall submit with their proposal a minimum of four (4) example sets of violation photos in different lighting and weather conditions, including: (1) daytime – fair weather; (2) daytime – rain and snow; (3) nighttime – fair weather; and (4) night time – rain and snow.

Please see the following pages for sample images.

Systems should use a combination of high- resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.

Understood and compliant. Altumint's system has a 4K color video camera with an auto aperture for violation capture. It has a resolution of 4096 X 2160 pixels and captures images at seven frames per second.



Daytime - fair conditions AND rain conditions

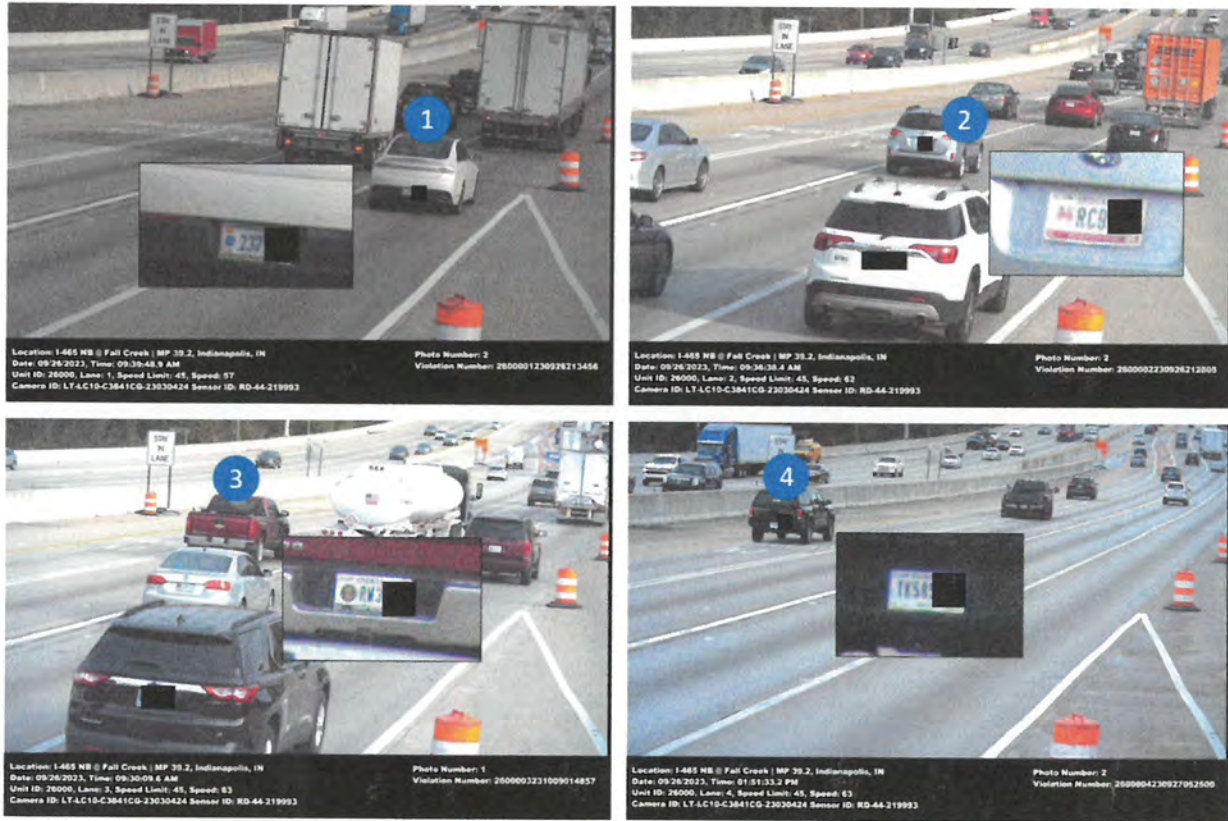


Figure 26: Daytime Fair Weather Images Across Four Lanes (Plates partially redacted for owner privacy)



Figure 27: Daytime Images in Wind and Rain



Nighttime - fair conditions, AND rain conditions

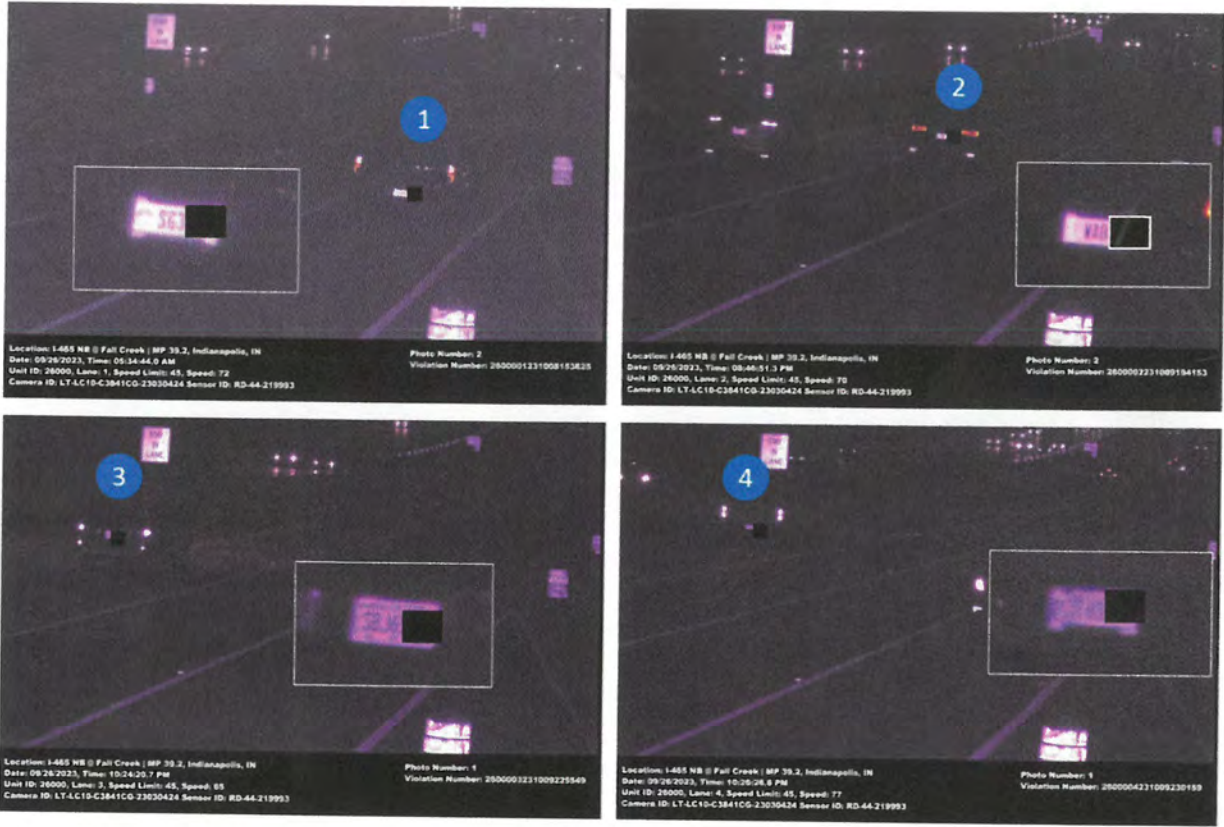


Figure 28: Nighttime Images Across Four Lanes (Fair Conditions)





Figure 29: Nighttime Rain Image

4.4.26.1 Time and Date Source

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

Understood and compliant. Our systems run at least one self-check daily or upon starting or restarting the system. The system can be configured to run these self-checks at any interval to ensure system accuracy. We use GPS timing signal ticks (sent from GPS satellites that are accurate to 1/1,000,000 of a second). Using this tick, we verify that the sensor's internal clock (40KHz) is operating properly and within a tolerance of ~1HZ. If the system cannot "see" the GPS constellation (four satellites are needed for this process – normally, eight are visible at a time), it will disable enforcement until it can run a successful check of the system.

4.4.26.2 Violation Imprinting

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

Understood and compliant. Please see the images above for an example of the data bar.



4.4.26.3 Module Design

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

Understood and compliant. Our camera systems are modular, allowing us to replace parts quickly.

4.4.26.4 Power Source

The camera system may utilize battery, solar energy, or may require a dedicated power source to provide power to the system dependent upon the site location needs and at the discretion of Calvert County Government. Any system utilizing solar energy shall be adequately equipped in such a manner so as to provide continuous operation even in the event of adverse weather.

Understood and agreed. We will provide the County with a low-profile, aesthetically sleek, powder-coated steel cabinet or pole powered by 120 V-AC for each system.

4.4.26.5 Security of Violation Evidence

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

Altumint's network is protected by a National Information Assurance Partnership (NIAP)-validated firewall with a conformance claim of EAL4 to prevent unauthorized access to Altumint's data and all network components, and includes all forms of access, such as wireless, off-site, Internet, and others. Additionally, all web-based Altumint services are accessed through the "https" (HTTP over SSL with up to 256-bit encryption for supporting browsers) protocol. Events captured by automated enforcement systems are continuously transferred to Altumint's server through secure 4G LTE modems for review and processing.

4.4.26.6 Flexible Configuration

The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations, and consecutive violations. The Contractor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

Providing coverage for up to six (6) lanes of traffic, our BlackHawk cameras perform an unlimited number of consecutive and simultaneous violations. The radar speed detection system we use tracks all vehicles in the field of view and keeps a record of their progress. Our camera is aligned to cover the radar's field of view and images of all lanes enforced. There is no blackout or lost event waiting for the system to trigger if there is a simultaneous or consecutive event. We use a four- to five-second buffer to store images and then provide images for all speeding events detected. Our system can capture an unlimited number of consecutive and simultaneous violations. The radar speed detection system we use tracks all vehicles in the field of view and keeps a record of their progress. Our camera is aligned to cover the field of view of the radar and images all lanes enforced. If there is a simultaneous or consecutive event, there is no blackout or lost event waiting for the system to trigger. We use a four- to five-second buffer to store images and then can provide images for all speeding events detected.



4.4.26.7 Speed Measurement, Detection, and Photography

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

Understood and compliant.

4.4.26.8 Operating Conditions

The equipment shall be capable of deployment in a wide range of operating conditions, including but not limited to heavy traffic volumes, adverse weather conditions, road surface configuration, and across four (4) lanes of moving traffic. Equipment shall be capable of detecting simultaneous and consecutive violations with great accuracy so as to capture all vehicles travelling on roadway in excess of defined speeds and will be able to successfully submit those violations for approval review without being hindered by the volume of traffic or the proximity of violating vehicles to each other while travelling.

Understood and compliant. The BlackHawk radar sensor has up to a 100-degree FOV and a range of up to 1000 feet, covering up to six lanes of vehicle traffic.

4.4.26.9 Nighttime Vision

Nighttime vision shall have a flash system or lighting beyond an ambient light at a location. The flash system or lighting shall not solely rely on an ambient light.

Understood and compliant. We use infrared illuminators for lighting to avoid the dangerous distraction of flash.

4.4.26.10 Camera Operation

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

Understood and compliant.

4.4.26.11 Vandal- and Tamper-Resistance

The camera system shall be secure from vandalism or tampering.

Understood and compliant. Our polycarbonate enclosures are designed to be tamper-proof. The covers are extremely hard to break, and the associated hardware is also tamper-proof. The covers are also padlocked.

4.4.26.12 Quick Maintenance and Other Operations

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

Understood and compliant.

Altumint's resources for maintenance and operations include field engineers and maintenance technicians who are properly authorized and trained to perform the required tasks. Additionally, Altumint maintains all documentation, certificates, and permissions related to the program, which are available to the County upon request. All enforcement systems have 4G LTE modems and remote login software to enable continuous access to all equipment and violation information. This monitoring system is both web- and email-based



and sends notifications/warnings in case of a system malfunction. Once a problem is identified, a technician logs in to the unit and can resolve the issue remotely in 90% of the cases.

Operations will deploy a maintenance technician or engineer immediately to the site. Development engineering resources will upgrade the system hardware and software throughout the contract's duration.

Each of Altumint's enforcement units has its own maintenance log that records information about the initial deployment and ongoing maintenance, including calibration certification and removal/redeployment.

Each unit's daily electronic log consists of the system operational "health check" certificates posted on Altumint's VioView web portal and accessible to the approving officer. These checks are automatically performed daily and must pass for enforcement to commence. They can also be run on demand and take approximately ten (10) seconds to complete.

The monthly maintenance report tracks the following:

- Maintenance performed
- System errors identified and resolved
- Hardware, software, or system upgrades

Our pre-emptive maintenance, repair, and replacement programs are designed to identify potential problems before they affect system operations, minimizing downtime to operational systems. A defective camera will be repaired or re-installed within twenty-four (24) hours of non-operation. Altumint will notify the County of camera or equipment malfunctions no more than one (1) hour after the malfunction has been discovered.

Maintenance tasks include:

- Daily
 - Camera & sensors checked remotely to verify nominal operation
- Monthly
 - Camera and sensor windows are cleaned
 - Replace IR flash/illumination unit if needed
 - Inspect mounting points
- Wipe down unit to remove dirt/grime
- Annually
 - Speed sensors replaced with freshly calibrated units, verified by a third party

Altumint's daily maintenance support operations include a log that documents the following in an online Maintenance Connection platform that can provide client automated reporting for:

- Camera relocations
- Initial testing and deployment
- Preventive maintenance
- Calibration reports
- Other service tasks

Our preventative maintenance, remote and onsite repair, and replacement programs are designed to

Our systems are all designed and built in-house at our headquarters, helping us innovate quickly and respond rapidly to maintenance and repair requests



identify potential problems before they affect system operations, minimizing downtime to operational systems. Our systems have 4G LTE modems and remote login software.

Altumint deploys an automated system that monitors our devices 24/7 and reports every ten minutes to monitor system performance. This system is both web-based and email-based to send notifications and warnings in case of system failure. Thus, we can immediately detect if any automated enforcement systems are inoperable and send alert notifications. In conjunction with LabVIEW software, our Altumint Monitoring (ALMOND) system identifies a malfunction and – in most cases – enables remote resolution of the issue. ALMOND has numerous individual monitoring parameters that allow our technicians and engineers to identify immediately what parts of the system have failed or need service.

Each enforcement system's operational health is checked daily through a self-test. The systems will not enforce until they pass this internal self-check and operational system verification. This self-test can also be run on demand and takes approximately ten seconds. In the event of a malfunction, the system communicates error messages and records the date and time of a system shutdown.

4.4.26.13 Video

The Contractor shall provide a video component in conjunction with the digital camera system for verification purposes. The video shall attach a verification video segment to each speed limit violation and video component shall record continuously and be accessible for live view streaming. Video shall have date and time stamps that accurately reflect when recordings took place. Video component shall allow customizable segments to be saved. Each day's full twenty-four (24) hours of video shall be saved and be available to Calvert County Government for viewing for a minimum of thirty (30) calendar days.

Understood and agreed.

4.4.26.14 Speed Validation Methodology and Statistical Information

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

Understood and agreed. We perform a daily self-test and calibration, along with a third-party verification of calibration yearly. Please see Section [4.4.26.17](#) for an example of that record.

4.4.26.15 ROW Installation

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

Understood and agreed.

4.4.26.16 Equipment Removal

At the conclusion of a contract term, upon termination of contract, or at any point that removal of equipment is necessary, the Contractor shall remove their equipment from enforcement sites in a manner that does not permanently disrupt or damage the grounds or other property in the vicinity of site.

Understood and agreed.



4.4.26.17 Daily Self-Test

System shall be capable of documenting daily self-tests and maintaining those daily function logs for review and inclusion with court packages.

Understood and compliant. Each enforcement system's operational health is checked daily through a self-test and the results are recorded.

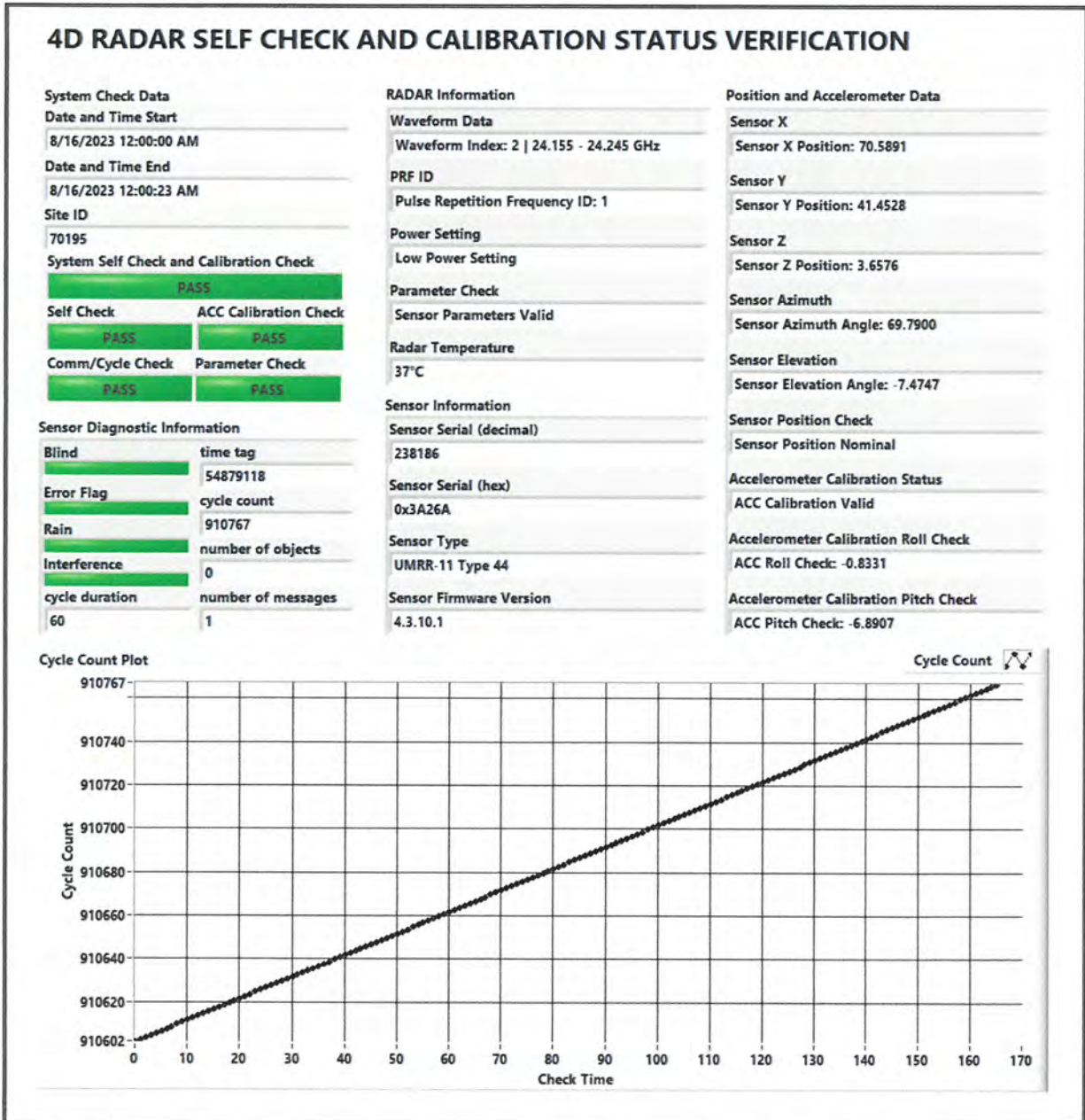


Figure 30: Altumint Self-Test



4.4.26.18 Enforcement Suspension and Resumption

System shall be capable of allowing Calvert County Government to immediately suspend enforcement at specified units for desired time periods independently of other ASE systems continuing with enforcement and to also allow Calvert County Government to immediately resume enforcement on any units that have been temporarily suspended.

Understood and agreed.

4.4.26.19 Readouts and Accuracy Tolerance

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

Understood and compliant.

4.4.26.20 Camera Unit Housing

Camera unit housing shall have the following features:

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

Understood and compliant.

4.5 Confidentiality

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

Understood and agreed.



5 Additional Information

5.1 Independence

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

Altumint is independent of Calvert County Government as defined by generally accepted auditing standards/the U.S. General Accounting Office's Government Auditing Standards.

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

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

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

Altumint has no professional relationships involving Calvert County Government, the Departments, or any of its agencies or component units for the past five (5) years which would constitute a conflict of interest.

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

Understood and agreed.

5.2 Joint Venture/Consortium

If the Contractor is a joint venture or consortium, the qualifications of each company comprising the joint venture or consortium shall be separately identified and the company that is to serve as the principal Contractor shall be noted.

Altumint is not a joint venture or consortium.



5.4 References

At least three (3) references of similar size and scope completed for other entities. Indicate location and length of service for each account.

Reference shall include the business name, dates, and deliverables, for whom the project was completed, contact name, address, telephone number, and email address.

CITY OF SUFFOLK, VIRGINIA

Contract Start Date: 2023
Contact: Major Cassandra Garvin
111 Henley Place, Suffolk, VA
23434
757.514.7910
cgarvin@suffolkva.us



Through a competitive RFP process, the City of Suffolk awarded Altumint the Automated Road Safety Camera Enforcement program in 2023. The City required an initial scope of ninety-six (96) school bus stop arm, photo speed, and red-light systems. These enforcement systems are installed on either FHWA-approved aluminum breakaway base poles or on our self-powered portable diesel or solar trailer platform. The fixed pole installations required working with the City for right-of-way permits. Site surveys were conducted, and permits were acquired by working with an MBE local electrical contractor to ensure proper pole and power installations.

The BlackHawk and RedHawk photo enforcement systems have 4K video cameras, IR illuminators, and a weatherproof enclosure for the PC, 4G LTE modem, web relays, and power supplies, all attached to short spreader bars or to the pole with simple band clamps. We were able to deploy the first 49 sites within 120 days. During the initial rollout, we trained ten police officers on our Vioview secure cloud-based violation processing software.

MACON-BIBB COUNTY, GEORGIA

Start Date: 2022
Contact: Major Brad Wolfe
668 Oglethorpe St.
Macon, GA 31201
478.621.5609
bwolf@maconbibb.us



Macon-Bibb has 24 cameras, which went live in two phases. Depending on the results of a city council meeting and local election, additional cameras are tentatively planned. Since its inception, the program has resulted in over 90,000 citations and approximately \$5M in revenue.

CITY OF COLLEGE PARK, MARYLAND

Start Date: 2010



Contact: Public Services Director
Jatinder Khokhar
8400 Baltimore Avenue, Suite 340
College Park, MD 20740
240.487.5371
jkhokhar@collegeparkmd.gov



The City of College Park, home to the University of Maryland, is in Prince George's County, Maryland. The Town has a population of approximately 72,000 when school is in session. Altumint provides fixed pole and portable photo speed cameras at 11 locations across the City.

5.5 Additional Information

This section, which is optional, shall include any additional information the Contractor deems relevant to this procurement as well as any information that meets the satisfaction if the RFP objectives.

No additional information to include.



5.6 SDAT Certificate of Good Standing

If a corporation, certification that the Contractor is in good standing with the SDAT and that corporate charter has not been revoked or forfeited.

STATE OF MARYLAND **Department of Assessments and Taxation**

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

I FURTHER CERTIFY THAT ALTUMINT, INC. (D19844653), INCORPORATED AUGUST 01, 2019, IS A CORPORATION DULY INCORPORATED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF MARYLAND AND THE CORPORATION HAS FILED ALL ANNUAL REPORTS REQUIRED, HAS NO OUTSTANDING LATE FILING PENALTIES ON THOSE REPORTS, AND HAS A RESIDENT AGENT. THEREFORE, THE CORPORATION IS AT THE TIME OF THIS CERTIFICATE IN GOOD STANDING WITH THIS DEPARTMENT AND DULY AUTHORIZED TO EXERCISE ALL THE POWERS RECITED IN ITS CHARTER OR CERTIFICATE OF INCORPORATION, AND TO TRANSACT BUSINESS IN MARYLAND.

IN WITNESS WHEREOF, I HAVE HEREUNTO SUBSCRIBED MY SIGNATURE AND AFFIXED THE SEAL OF THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION OF MARYLAND AT BALTIMORE ON THIS APRIL 30, 2024.



Daniel K. Phillips
Director



700 East Pratt Street, 2nd Flr, Ste 2700, Baltimore, Maryland 21202
Telephone Baltimore Metro (410) 767-1344 / Outside Baltimore Metro (888) 246-5941
MRS (Maryland Relay Service) (800) 735-2258 TT/Voice

Online Certificate Authentication Code: AbfQRFPZAU54nKV5bKihQA
To verify the Authentication Code, visit <http://dat.maryland.gov/verify>



5.7 Identification of Anticipated Potential Problems

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

In a program of this complexity and duration, issues can arise. We value our relationship as a trusted vendor to Calvert County and will work hard to maintain that trust.

During the installation of the new equipment, we monitor and anticipate possibly needing to address the following problems:

Table 2: Potential Installation Challenges

Task	Potential Problem	Mitigation
Site Survey for New Sites	Weather	Plan site walks based on forecasts beforehand.
Site & Sign Map County Approval	Revisions requested by the County	Actively work with County Project Manager to deliver approved maps.
Photo Speed System Builds	Supply chain material sourcing	Order materials in advance and have additional materials in stock.
Photo Speed Permit Approval Process	Permits rejected.	Work with County before submitting permits to ensure all documentation is accurate and is included when submitted.
Photo Speed System Installation	Weather, traffic, staffing	Plan work based on weather forecasts. Work with public works, the police department, and DOT to have a lane blocked off if needed, plan the technician schedule in advance to ensure availability.

During the program itself, we promote rapid resolution of any issues through:

- Using our Program Manager as the central point of contact for any issues as they arise
- Monitoring our equipment and having the ability to fix over 90% of problems found remotely
- Establishing a regular cadence of reporting and feedback on program health

While Lindsey Akers, as our program manager, would be the first point of contact, we encourage the County to reach out to any of our leadership if needed to raise issues or share ideas for improvement.



AGREEMENT

This Agreement made this **28th** day of **June** in the year **2024**, by and between

**Altumint, Inc.
4600 Forbes Boulevard
Suite 203
Lanham, Maryland 20706**

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County, Maryland.

WHEREAS, the contract for **2024-049**
Automated Speed Enforcement System

at the pricing as submitted on page 4 subject to the following documents which form the contract and are as fully a part of the contract as if thereto attached or hereinafter repeated and are termed the contract documents:

NOTICE TO CONTRACTORS
PRICE PROPOSAL
GENERAL TERMS AND CONDITIONS
SPECIFICATIONS
NON-COLLUSION CERTIFICATE
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID
QUESTIONS AND ANSWERS/CLARIFICATION NO. 1
QUESTIONS AND ANSWERS/CLARIFICATION NO. 2
ADDENDUM NO. 1
CONTRACTOR'S TECHNICAL PROPOSAL
AGREEMENT

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County, Maryland at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County, Maryland evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County, Maryland that he shall well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and shall well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County, Maryland does hereby covenant and agree with the Contractor that it shall pay to the Contractor when due and payable under the terms of said contract documents and of said award, the above mentioned sum; and it shall well and faithfully comply

with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Altumint, Inc.** and the Board of County Commissioners of Calvert County, Maryland has caused these presents to be signed by their respective responsible officers.

CONTRACTOR NAME **Altumint, Inc.**

AUTHORIZED CONTRACT
REPRESENTATIVE

Harry Cooper

SIGNATURE

TITLE

CEO.

WITNESS

BOARD OF COUNTY COMMISSIONERS
OF CALVERT COUNTY

Julian M. Willis

(SEAL)

WITNESS

APPROVED FOR LEGAL
SUFFICIENCY ON
BY:

7/22/2024

Ramona L. Lucas, Deputy

CALVERT COUNTY GOVERNMENT ATTORNEY

Authorized by Res. 29-23