

# **Mayor and Council**

## **19th Special Session and Work Session**

### **July 11, 2017**

### **Agenda**

*"A diverse, business-friendly, and sustainable community with clean, safe and strong neighborhoods."  
"Providing the most efficient and highest-quality services as the municipal location of choice for all customers."*

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**"Without a sense of caring, there can be no sense of community."**

**Anthony J. D'Angelo**

#### **4:00 PM WORK SESSION**

- 1. Stormwater Fee / Stormwater Utility Information - *Jim Bender, Assistant City Engineer*
- 4:30 PM** 2. Quit Claim - Parcel between #115 and #125 North Prospect Street - *Jim Bender, Assistant City Engineer*
- 4:45 PM** 3. Speed Monitoring System Contract with Brekford Corp - Proposed New Contract and Proposed New Collections Contract - *Chief Victor Brito*
- 5:00 PM** 4. Red Light Camera Update - *Chief Victor Brito*

#### **CITY ADMINISTRATOR'S COMMENTS**

#### **MAYOR AND COUNCIL COMMENTS**

#### **ADJOURN**

#### **SPECIAL SESSION**

- 5:20 PM** 1. Approval of an Ordinance: Land Management Code Amendments - Floodplain Ordinance Update
- 2. Introduction of an Ordinance: To Amend the City Code by Adding Chapter 37: Police and Fire Department Binding Interest Arbitration
- 3. Approval of a Resolution: Hagerstown Police Department Secondary User Agreement with Washington County Sheriff's Department
- 4. Approval of Brekford Automated Speed Enforcement Contract
- 5. Approval of City Grant Application to Maryland Department of Housing and Community Development: Operating Assistance Grant

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

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**Topic:**

Stormwater Fee / Stormwater Utility Information - *Jim Bender, Assistant City Engineer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Stormwater\_Fee\_-\_Stormwater\_Utility\_Information.pdf

**Description**

Stormwater Fee



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

July 6, 2017

TO: Valerie Means, City Administrator  
FROM: Jim Bender, Assistant City Engineer  
RE: Stormwater Fee / Stormwater Utility Information

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## **Background:**

Over the past six years, staff has made several presentations to the Council regarding the Watershed Implementation Plan (WIP) process for reducing stormwater pollution. Using cost estimating tools provided by the Maryland Department of the Environment (MDE), staff has estimated that the cost to the City to fully comply with the pollutant reduction requirements could be as high as \$210 million between 2013 and 2025. The City's Capital Improvement Program budget currently allocates only a fraction of this amount of money to stormwater projects, and it will be difficult to find additional revenue from the General Fund. Many other communities are facing the same challenge; one attempted solution has been the implementation of a stormwater fee/stormwater utility to raise revenue to help cover these costs. The purpose of this memo is to describe how such a fee could be structured, and the steps required to implement such a fee if the Council chose to pursue this alternative.

## **Mayor and Council Action Requested:**

Staff requests direction on whether or not to proceed with the selection of a consultant to conduct a Rate Study; that study would be the basis for the implementation of stormwater fee. In the City's approved budget for FY 18, \$200,000 in revenue was expected from the implementation of a fee. However, it is unlikely that the necessary studies and legislation will be in place to begin collecting the fee in FY 18. Staff will be present at the work session to discuss.

## **Discussion:**

Under the National Pollutant Discharge Elimination System (NPDES) regulations, municipalities are separated into two categories: Phase I and Phase II communities. In general, Phase I communities consist of larger cities and urbanized areas; examples of Phase I communities in Maryland are the City of Baltimore and the surrounding counties (e.g. Howard, Montgomery, Frederick, etc.). The City of Hagerstown and Washington County are classified as Phase II communities. The NPDES stormwater permits (and their requirements) for Phase I communities are much more stringent than the permits for Phase II communities.

In 2012, the General Assembly approved House Bill 987; this bill required Phase I communities to begin collecting a "stormwater remediation fee" and establish a "local watershed protection and restoration fund". Subsequent legislation in 2015 removed the requirement for charging this fee if the community could show a financial plan guaranteeing that an equivalent amount of money from other sources would be dedicated to their stormwater program. To date, no legislation has yet been introduced to extend these requirements to Phase II communities.

### **Parks and Recreation Division**

351 North Cleveland Avenue • Hagerstown, MD 21740  
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

### **Engineering Division**

1 East Franklin Street • Hagerstown, MD 21740-4817  
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214

MDE has notified all Phase II communities that it hopes to issue a new NPDES Phase II permit by the end of the 2017 calendar year. Based upon staff's review of the draft permit, the City will be required to treat the runoff from 20 percent of the existing impervious surfaces that do not currently have any type of treatment within the five-year term of the permit. Staff's preliminary analysis indicates that this may mean providing treatment for as much as 400 acres of impervious surfaces; the cost associated with that effort will likely exceed \$20 million.

A "Stormwater Utility" is basically an enterprise fund responsible for addressing stormwater management issues in a community. The Utility is funded through the collection of a fee charged to property owners in the municipality. As of 2016, there were more than 1600 municipalities across the United States and Canada that operated a Stormwater Utility, and the number is growing rapidly as Federal and State regulations become more stringent (and legislation like HB 987 is adopted). In Maryland, examples of municipalities that are charging a stormwater fee or operating a Utility include Montgomery County, and the Cities of Frederick, Gaithersburg, and Rockville.

The process to develop a Utility typically begins with a Rate Study to determine how much money needs to be collected to fund a municipality's stormwater pollutant reduction efforts. Consultants quantify the cost to operate/maintain the Utility; this overall cost is then used as the basis for setting the amount of the fee schedule. A Rate Study for a stormwater fee would require the same rigor, and will likely receive as much or more scrutiny, as a similar study for water, wastewater, or electric rates. Add to this the public's low level of awareness of the costs to build and maintain a stormwater program, and the characterization of this approach as a "rain tax", and the need for public stakeholder education and participation becomes apparent. Without a Rate Study or "business plan" as justification, stormwater fees are open to disputes and legal challenges. Successful Rate Studies, and the subsequent legislative process to enact a fee, typically require 12–18 months to complete.

Stormwater fees are not a tax; they are typically a charge that is based upon the amount of impervious (i.e. storm runoff-producing) surface on a parcel of land. Because most developed properties contain impervious surfaces in the form of roofs, patios, or pavement, the fee applies both to taxable properties and to properties that are normally tax-exempt (e.g. churches, non-profit organizations, etc.). It is important to note that the collected fees must be devoted to operation/maintenance of the stormwater system; the fees cannot be lumped in with other General Fund revenue.

The most common method used for establishing the amount of the stormwater fee is the Equivalent Residential Unit (ERU) method. Based upon survey/GIS analysis, the "average" amount of impervious area on a typical residential lot is determined; all similar residential lots are then assumed to have this amount of impervious area without any actual measurement on each lot. For non-residential, commercial, and industrial properties, the amount of impervious area on the lot is measured. That measurement is then divided by the average amount assumed for a residential lot to get an ERU value.

The stormwater fee charged by a Utility will vary from municipality to municipality, depending upon the results of the Rate Study. Nationwide, average fees range from \$3 to \$5 per month per ERU. Montgomery County, Maryland charges \$92.60 per year per ERU; the City of Frederick charges \$48.63 per ERU, and the City of Lynchburg, VA charges \$48.00 per ERU.

According to the 2016 Stormwater Utility Survey prepared by Western Kentucky University, out of 739 cities with stormwater utility fees that were studied, the median size of an ERU was 2,900 square feet. Using that figure, and assuming a fee of \$5 per month per ERU, the table below shows approximate utility fee costs to some select non-residential properties in the City. Please note that these are just examples; not every type of property listed in the table will have the same fee, because the amount of impervious area will vary from property to property.



### **Sample Stormwater Utility Fee Calculations**

<b>Property Type</b>	<b>Impervious area (sq. ft.)</b>	<b># of ERU's</b>	<b>Monthly fee</b>
Dentist Office	17,400	6	\$30.00
Tire Retail Store	28,700	10	\$50.00
Fast Food Restaurant	45,000	15.5	\$77.50
Public Housing Complex	53,650	18.6	\$93.00
Church (large, with parking lots)	64,000	22.0	\$110.00
Strip Shopping Center	385,500	132.0	\$660.00
Big Box Retail Store	577,560	199.0	\$995.00

Some municipalities, such as Montgomery County, MD, have different levels or “tiers” for their fees; the more impervious area that actually exists on a lot, the higher the fee. This tiered structure, while more equitable to individual property owners, requires more work from the municipality to actually measure impervious surfaces on individual lots. Montgomery County, and some other municipalities, offer fee discounts to non-profit organizations. Others offer discounts or credits to property owners that install stormwater management facilities on their property (e.g. rain barrels, infiltration trenches, etc.).

The question has been raised as to whether a fee could be levied on only commercial/non-residential properties. Staff, through its research, was unable to find an example of a “commercial only” stormwater fee. Although this has not been confirmed by legal research, staff feels that a “commercial only” fee would be difficult to implement because (a) without being able to spread the overall stormwater program costs over all properties, the fee charged to the commercial properties would have to be disproportionately high, and (2) it would be difficult to establish the “fairness” of such a system when residential properties were also discharging storm runoff and pollutants into the City’s system without having to pay the fee.

If the Council wishes to proceed with the development of a Utility, staff will prepare a Request for Proposal to solicit bids from qualified consultants to perform a Rate Study.

cc: Michelle Hepburn

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

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**Topic:**

Quit Claim - Parcel between #115 and #125 North Prospect Street - *Jim Bender, Assistant City Engineer*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Quit\_Claim\_-\_Parcel\_between\_#115\_and\_#125\_North\_Prospect\_Street.pdf

**Description**

Quit Claim



# CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

July 6, 2017

TO: Valerie Means, City Administrator

FROM: Jim Bender, Assistant City Engineer SIM

RE: Quit Claim – Parcel between #115 and #125 North Prospect Street

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**Background:**

Staff received a request from the Hope Center at the Hagerstown Rescue Mission (the “Mission”) for the City to quit claim an alleyway between properties that they own on North Prospect Street. The attached exhibit shows the configuration of the Mission’s parcels, and the alleyway that they he would like to have quit-claimed. The Mission would like to obtain ownership of this alleyway to improve operations of their facility. The purpose of this memo is to present the Mission’s request, and to provide additional information for the Council’s consideration; Council approval would be required for a quit claim or abandonment of a public right-of-way.

**Mayor and Council Action Requested:**

Review the attached information and determine whether or not to grant the request for a quit claim. If the Council decides to proceed with the quit claim, staff will work with the City Attorney to prepare an ordinance for introduction at the Regular Session meeting on July 25<sup>th</sup>. Staff will be present at the work session to discuss.

**Discussion:**

The alleyway in question aligns with Weller’s Alley to the east of N. Prospect Street, and would logically appear to be an extension of that alley. However, research by City staff was unable to find any evidence this alleyway was ever a public right-of-way, and no evidence that it was ever accepted by the City. So, while it is unclear that the City has any interest in this right-of-way, the requested quit claim would relinquish any rights to it that the City may have. As shown on the attached photographs, the alleyway has been blocked by a fence along the N. Prospect Street sidewalk for some time.

Staff contacted other City departments and agencies to determine whether or not there were any concerns or objections to the proposed quit claim. The Hagerstown Police Department, Fire Department, Public Works Department, Water Division, and Wastewater Division had no objection to the request.

The Hagerstown Light Department has an existing guy wire and anchor adjacent to the alleyway. While they do not object to the quit claim, they will require the establishment of an easement in this area that would allow them to relocate the guy wire and anchor in the future if necessary.

The Department of Planning & Code Administration expressed concerns about quit claiming this alleyway; their concern centers on the fact that the building on #115 N. Prospect Street is on a separate parcel from the other parcels owned by the Mission. If the quit claim was approved, and the Mission then sold the parcel at #115 to another entity, there would be no street access to the rear of the parcel.

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While vehicular access to the rear of #115 is a valid and important consideration, the layout of the existing alleyway (if it were to remain) and the parcel boundaries would still require a future owner to drive across Mission property to reach the rear of the building with a vehicle. One possible solution to this problem is to require the Mission, as part of the quit claim process, to establish an access easement to the rear of #115 from Church Street, crossing their other parcels. Another solution would be to require the Mission to combine all of their parcels in this area into one single parcel; then, if the Mission wanted to subdivide off #115 in the future, the establishment of an access easement could be a condition of approval of that subdivision.

The Hagerstown Planning Commission will consider this request at their Work Session meeting on July 12<sup>th</sup>, and is expected to take formal action on the quit claim at their Regular Session meeting on July 26<sup>th</sup>. Therefore, if the Council is inclined to approve the quit claim, that approval should be contingent upon the Planning Commission's approval.

attachments: Quit Claim Request letter from the Rescue Mission  
Exhibit A – parcel configuration  
Photographs of site/alley right-of-way

cc: Mike Spiker  
Kathleen Maher  
Rodney Tissue  
Jason Bachtell  
Jeff Swan

May 23, 2017

City of Hagerstown  
City Hall  
1 East Franklin Street  
Hagerstown, MD 21740

Attention: Rodney Tissue, City Engineer

RE: Quit Claim of Portion of Weller Alley

Dear Mr. Tissue,

Please accept this as our letter of request to have a 100 foot length by 12 foot width right-of-way of an unused portion of Weller Alley to be quit claimed to the adjoining property owners as shown on the attached drawing. The Hagerstown Union Rescue Mission (now the Hope Center at Hagerstown Rescue Mission) are the adjoining property owners on both the north and south side. We are also known as the Four States Christian Missions Inc., which is our corporate name. As you can see from the attached drawing we surround this unused portion of Weller Alley.

This Alley has not been used as a public alley for as long as we have been here. Therefore, we respectfully request that this portion of Weller Alley be abandoned and conveyed to Four States Christian Missions, Inc. so that the two properties are adjoining and we can make improvements to help our operation.

Thank you for your time and consideration in this matter.

Sincerely,



Bruce "Sonny" Shank  
Executive Director

RECEIVED

JUN - 1 2017

Engineering  
Department



A higher standard.  
A higher purpose.





FOUR STATES  
CHRISTIAN  
MISSION, INC.  
L 653 F 241

N 32°24'14" E  
12.00'

COVERED STEPS  
TO UPPER FLOORS

THE HAGERSTOWN UNION  
RESCUE MISSION, INC.  
L 342 F 378-P.1

CONCRETE PAD

EXISTING  
BUILDING

RAMP

WOOD  
DECK

EXISTING  
BUILDING

THE HAGERSTOWN UNION  
RESCUE MISSION, INC.  
L 472 F 337  
#115 N. PROSPECT

NORTH PROSPECT  
CURB LINE

S 32°07'50" W  
12.00'

N 72°05'13837  
E 1105775 6032

S 57°21'58" E 100.25'

N 57°21'58" W 100.31'

WELLER ALLEY #1-128  
120.4 SQ. FT. 12' R/W

N

MD. GRID

GRAPHIC SCALE

(IN FEET)  
1 inch = 20 ft.

PORION OF  
WELLER ALLEY (#1-128)  
TO BE ABANDONED BY  
THE CITY OF HAGERSTOWN



SURVEYOR'S CERTIFICATION  
I hereby certify to the best of my professional knowledge and belief that the plan shown hereon is correct; that it is that portion of Weller Alley (#1-128) lying northwest of North Prospect Street in the City of Hagerstown, Md.; that I personally prepared this document and that the survey work reflected hereon is in compliance with the regulations set forth in COMAR 09.13.06.12 in effect at the time the survey was performed. I also certify that I am a duly licensed professional Land Surveyor under the Laws of the State of Maryland. License No. 10950, Expires June 23, 2018.

*Ronald H. Hester* May 18, 2017  
Professional Land Surveyor

FREDERICK  
SEIBERT &  
ASSOCIATES, INC.



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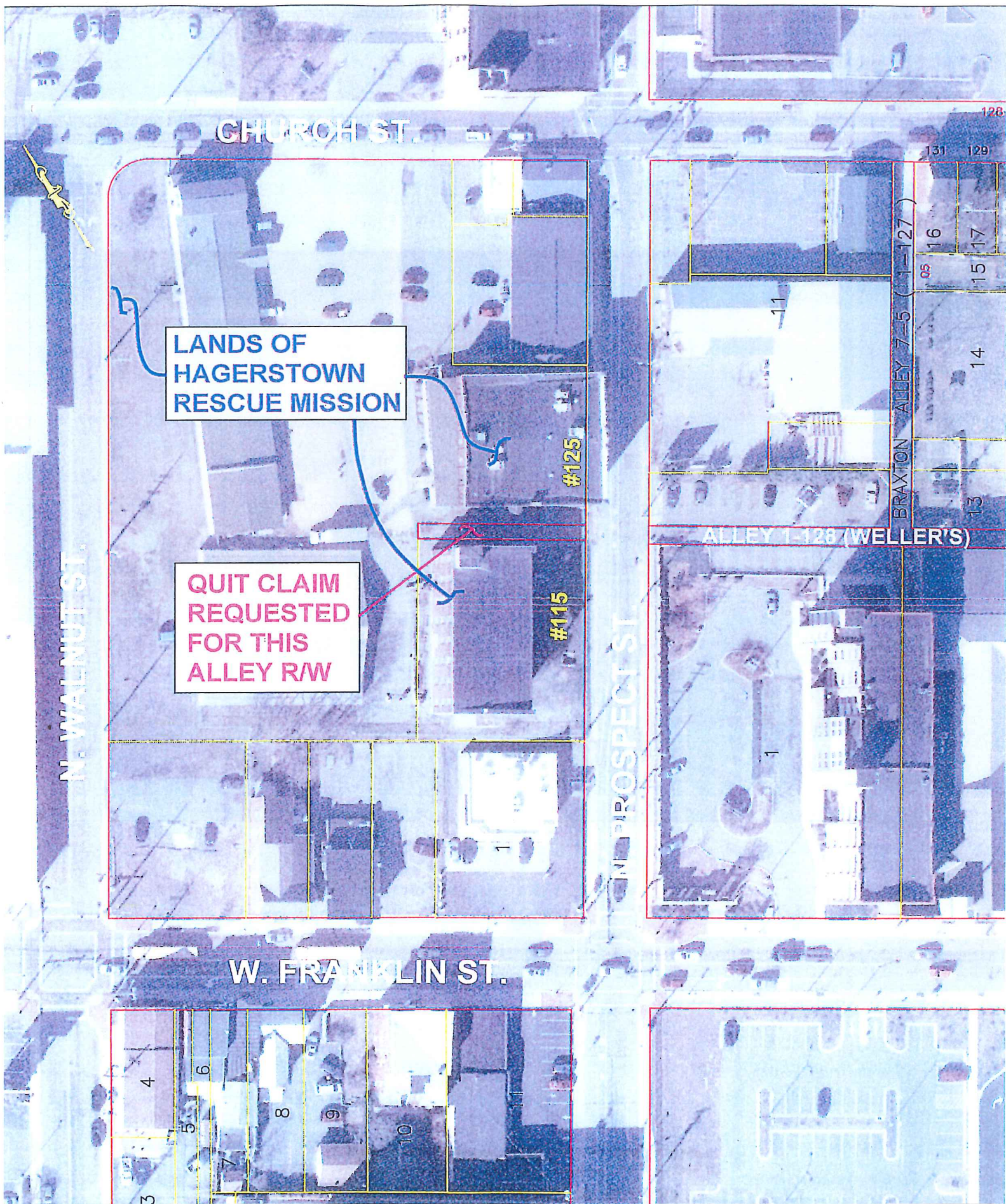
CIVIL ENGINEERS • LANDSCAPE ARCHITECTS • LAND PLANNERS  
128 SOUTH POTOMAC STREET, HAGERSTOWN, MARYLAND 21740  
20 WEST BALTIMORE STREET, GREENCASTLE, PENNSYLVANIA 17225  
101 NORTH HANOVER STREET, CARLISLE, PENNSYLVANIA 17013  
(717) 261-5200 (P) 717-261-5207 (F) 717-261-5111

DISTRICT	25
DRAWING NUMBER	1 OF 1
DRAWN BY	RAS
CHECKED BY	
DATE	5-18-17
DATE	
SCALE	AS SHOWN

ATS

JOB NUMBER  
7168





LANDS OF  
HAGERSTOWN  
RESCUE MISSION

QUIT CLAIM  
REQUESTED  
FOR THIS  
ALLEY R/W

#125

#115

BRAXTON ALLEY 7-5 (11-127)

ALLEY 1-128 (WELLER'S)

QUIT CLAIM REQUEST  
HAGERSTOWN RESCUE MISSION

EXHIBIT A  
SCALE: 1"= 80'





**QUIT CLAIM REQUEST  
HAGERSTOWN RESCUE MISSION**



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

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**Topic:**

Speed Monitoring System Contract with Brekford Corp - Proposed New Contract and Proposed New Collections Contract - *Chief Victor Brito*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo-\_Speed\_Camera\_Contract.pdf

Automated\_Speed\_Enforcement\_Agreement.pdf

Exhibit\_A\_2016-105 -  
\_AUTOMATED\_SPEED\_ENFORCEMENT\_SYSTEM\_-  
\_BREKFORD\_CORP.pdf

Automated\_Speed\_Enforcement\_-\_Certificate\_of\_Insurance.pdf

Automated\_Speed\_Enforcement\_-\_Collections\_Contract.pdf

**Description**

Memo

AES Agreement

Calvert County, Maryland  
contract

Certificate of Insurance

Collections Contract

## **Memorandum**

TO: Mayor and Council  
FROM: Chief Victor Brito  
RE: *Speed Monitoring System contract with Brekford Corp.  
(1) proposed new contract and (2) proposed new  
collections contract*  
DATE: July 5, 2017

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Brekford has approached the City with a proposal for a new speed monitoring system contract, as well as a new collections contract. The both new contracts have been reviewed and revised by the City Attorney for legal sufficiency; by HPD as to technical requirements; by Finance as to payment details; and by Kevin DeHaven as to insurance requirements for Brekford, and the revised versions are attached.

### **Current Contracts**

The current speed monitoring system contract was executed on 12/17/14 and was for a term of two years. It was automatically extended for an additional one year term, which expires on 12/17/17. The current collections contract was executed on 10/6/15 and the original term ended 12/16/16. It was also automatically extended for an additional year, which expires on 12/16/17.

### **New Contracts**

The proposed speed monitoring system contract piggybacks off of Calvert County's contract with Brekford, which was executed on April 1, 2016. It offers the following advantages over the City's current contract:

(1) the cost to the City is \$3100 per month per system. Right now the City pays \$3500 per month, plus an additional fee if the City exceeds 75 events per day. The City has twelve (12) systems in place; therefore, the new contract represents a savings of at least \$4800 per month. Brekford will provide the same pricing for up to sixteen (16) systems;

(2) Brekford is obligated to maintain insurance (general liability, auto, umbrella and errors & omissions) and to name the City as an additional insured; and

(3) the City has the right to reduce the scope of services in the event of budgetary restraints

### **New Contracts Term**

The new speed monitoring system contract is for a term of three (3) years, beginning when it is executed by both parties. At the end of the three (3) year term, the contract can be extended for an additional one (1) year term, at the option of the City.

The new collections contract is revised to reflect that we are operating under a new speed monitoring system contract; otherwise, the financial terms are the same.

Tim Culp, Jason Morton and I will be present at the work session on July 11 if there are any questions from M&CC. The new contracts could be voted on in the special session that day, as well.

Attachments: Proposed new speed monitoring system contract  
(including Exhibits A and B);

Proposed new collections contract

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 ("the City") and Brekford Corporation, a Delaware corporation, with its principal place of business located at 7020 Dorsey Road, Building C, Hanover, Maryland, 21076 (the "Consultant").

### RECITALS

WHEREAS, in or about December, 2015, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2016-105; and

WHEREAS, after completing its formal purchasing process, on or about April 1, 2016, Calvert County awarded the contract for an automated speed enforcement system to Consultant and entered into a contract with Consultant for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Letter dated April 1, 2016 from Roberta Baker; (2) Calvert County Request for Proposal RFP Number – Purch 2016-105; (3) Consultant's Technical Proposal dated January 12, 2016, which located between Section 9 [Anti-Bribery Affirmation and Affidavit of Qualification to Respond] and Section 10 [Agreement] of the Technical Proposal; and (4) Agreement between Calvert County and Consultant dated March 8, 2016; and

WHEREAS, the Calvert County Contract provides that Consultant will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Consultant to provide an automated speed enforcement system for the City; and

WHEREAS, Consultant has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Consultant to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about December 17, 2014, the City and the Consultant entered into a Contract for Speed Camera Enforcement, Contract # 300001, the terms of which the parties

desire to terminate, contemporaneously with the execution of this Agreement, except as set forth in Paragraph 17, below

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

**1. Recitals Incorporated.** The above Recitals are incorporated into this Agreement as operative provisions hereof.

**2. Services Provided.** Consultant shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, as the Contract is amended by Consultant's Technical Proposal dated January 12, 2016, attached hereto as a portion of Exhibit A ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof.

Consultant agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Consultant further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

**3. Fees.** The City hereby agrees to pay Consultant as full consideration for the Consultant's satisfactory performance of its obligations under this Agreement the following sums:

**FOR EACH AUTOMATED SPEED ENFORCEMENT**

**SYSTEM THAT IS IN OPERATION:**

\$3,100.00 per month

For up to sixteen (16) speed enforcement systems. Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Consultant must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Consultant shall also:

- Mail of up to three (3) notices per violation (including late notices);
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Consultant shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Consultant's monthly invoice is due by the 15<sup>th</sup> of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown,

Maryland. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described at Page 5.2 in Paragraphs 20 a. – c. of Exhibit A.

**4. Term.** The term of this contract shall be for a period of three (3) years commencing at 12:00 a.m. \_\_\_\_\_, 2017 (“the Effective Date”) and terminating at 11:59 p.m. on \_\_\_\_\_, 2020. At the sole option of the City, the term of this Agreement may be extended for three additional one year periods under the same terms and conditions set forth herein. If the City desires to extend the term of this Agreement, the City shall so advise Consultant not less than thirty (30) days prior to the end of the initial term of this Agreement or any subsequent term.

**5. Contract Documents.** The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

- (1) All documents comprising the Calvert County Contract, Exhibit A hereto; and
- (2) Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City’s Chief of Police or his designee. Consultant represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced.

**6. Conflict between documents.** In the event of a conflict between this Contract and any of the Contract Documents the terms of this Contract shall prevail.

**7. Ethics.** The person executing this Agreement on behalf of the Consultant certifies that he understands and shall abide by the provisions of the City Charter and the City’s Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

**8. Notices.** This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or electronic mail and by U.S. mail, postage prepaid, certified or registered return receipt requested, addressed as follows, unless otherwise directed by a City or Consultant:

To the City: Valerie A. Means  
City Administrator  
The City of Hagerstown  
One East Franklin Street  
Hagerstown, Maryland 21740  
[vmeans@Hagerstownmd.org](mailto:vmeans@Hagerstownmd.org)  
FAX: 301/790-3424

With a copy to: Jason Morton  
SALVATORE & MORTON, LLC  
82 West Washington Street, Suite 100  
Hagerstown, Maryland 21740  
[jmorton@salvatoremorton.com](mailto:jmorton@salvatoremorton.com)  
FAX: 301/797-6065

To Consultant: Brekford Corp  
Rodney Hillman  
7020 Dorsey Road  
Hanover, Md 21076  
[RHillman@brekford.com](mailto:RHillman@brekford.com)

With a copy to: Brekford Corp  
Bradley Schaeffer  
7020 Dorsey Road  
Hanover, Md 21076  
[BSchaeffer@brekford.com](mailto:BSchaeffer@brekford.com)

**9. Doing Business in Maryland.** Consultant warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**10. Record Retention, Audits and Inspections.** The Consultant shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Consultant shall permit the City to have access to any and records,

including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

**11. Insurance.** Consultant shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

**12. Liquidated damages.** Consultant shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Consultant shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

**13. Refunds.** If the City provides a refund of fees paid to the City for a ticket or tickets, Consultant shall promptly deliver to the City 39% of the refund, if Consultant received payment for the ticket or tickets (to be) refunded.

**14. Radar Maintenance.** The Consultant shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the City, and written documentation will be sent to the vendor. This laboratory will not change unless the Consultant is notified in writing.

**15. Warranties.** Consultant represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Consultant shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

**16. Severability.** If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**17. Speed Camera Enforcement Contract #300001.** The parties agree that upon the signing of this Agreement, Speed Camera Enforcement Contract #300001 shall be of no further force and effect; however, the City shall pay any fees due to Consultant due as of the Effective Date of



this Agreement. In addition, the City shall receive any payments due to it under Contract #300001 as of the Effective Date.

**18. Governing Law.** This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of law's provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in Washington County, State of Maryland.

**19.** This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

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

WITNESS:

BREKFORD, CORPORATION

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Typed Name/Title of Signatory

Federal I.D. Number:

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

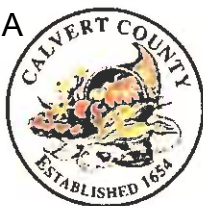
WITNESS:

CITY COUNCIL OF HAGERSTOWN

\_\_\_\_\_  
Donna Spickler, City Clerk

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

Name Robert E. Bruchey, II  
Title: Mayor



Timothy Hayden, Director  
Roberta L. Baker, Purchasing Officer

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

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

*Board of Commissioners*  
Gerald W. Clark  
Pat Nutter  
Susan Shaw  
Evan K. Slaughenhoupt Jr  
Steven R. Weems

April 1, 2016

Mr. Rodney Hillman  
President  
Brekford Corp.  
7020 Dorsey Road, Building C  
Hanover, Maryland 21076

Re: Bid Number – Purch 2016-105  
Automated Speed Enforcement System  
**NOTICE TO PROCEED**

Dear Mr. Hillman:

I am pleased to present you with your notice to proceed for the above-referenced contract effective this date. Enclosed is your copy of the fully-executed contract.

Lt. David P. Payne, Sheriff's Office, will be the County's Contract Manager for this contract. He can be reached by phone at 410-535-1600, extension 2593 or by email at [paynedp@co.cal.md.us](mailto:paynedp@co.cal.md.us). Please contact Lt. Payne to set up a meeting.

Thank you for providing Calvert County Government with your services. We look forward to a successful contractual relationship. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink that reads "Roberta L. Baker".

Roberta L. Baker  
Purchasing Officer

Attachments

cc: Lt. David P. Payne

**REQUEST FOR PROPOSAL**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF**  
**CALVERT COUNTY**  
**PRINCE FREDERICK, MARYLAND 20678**



**RFP NUMBER - PURCH 2016-105**  
**AUTOMATED SPEED ENFORCEMENT SYSTEM**

PURCHASING OFFICE  
COUNTY SERVICES PLAZA  
150 MAIN STREET, SUITE 107  
PRINCE FREDERICK, MARYLAND 20678  
[roehl@co.cal.md.us](mailto:roehl@co.cal.md.us)  
410-535-1600/301-855-1243 Ext. 2522

**DUE DATE:** Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time)

**WRITTEN QUESTIONS ARE DUE ON OR BEFORE WEDNESDAY, JANUARY 6, 2016 BY 10:00 A.M. (EASTERN TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PURCHASING OFFICE AT [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us).**

**INDEX****PAGE NUMBER(S)**

<b>NOTICE TO BIDDERS</b>	<b>1.0</b>
<b>PRICE PROPOSAL</b>	<b>2.0</b>
<b>ADDENDUM CERTIFICATION</b>	<b>3.0</b>
<b>NON-DISCRIMINATION IN EMPLOYMENT</b>	<b>4.0</b>
<b>SPECIFICATIONS</b>	<b>5.0</b>
<b>GENERAL TERMS AND CONDITIONS</b>	<b>6.0</b>
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<b>NON-COLLUSION CERTIFICATE</b>	<b>8.0</b>
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<b>AGREEMENT</b>	<b>10.0</b>

**NOTICE TO BIDDERS**

Sealed proposals are due on or before Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time) for acknowledgement of receipt only for:

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

No pre-bid meeting will be held.

Formal proposals or amendments received by Calvert County Government after the due date and time specified will not be considered. Proposals received after the time specified for due date and time will be returned unopened.

Proposals shall be submitted in **two SEALED ENVELOPES**, one envelope shall contain one (1) original and four (4) copies of the Proposer's technical proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and four (4) copies of the Proposer's price proposal marked PRICE PROPOSAL. The technical proposal must be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Proposer to their proposal, with required affidavit(s) attached. The yellow labels provided with this Request for Proposal 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 PRICING information. Calvert County Government (hereinafter, "the County") reserves the right to reject proposals improperly labeled. The envelopes must also show the Proposer's full company name and address. (ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL WITH PRICE PROPOSAL INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) should be shipped UPS, FedEx, or hand delivered to the following:

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

Acceptance of proposals by Calvert County Government employees other than the Purchasing Office is not deemed proper delivery. Where proposals are sent by mail to the Purchasing Office, the Proposer shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the proposal closing, proposals will not be accepted. P note that the United States Postal Service does not deliver to the above address.

Proposals made on any form(s) other than any required form(s) included in this package will not be considered. Changes in the phraseology of the Request for Proposal, additional or limiting provisions will render the proposal informal and may cause its rejection.

Changes to the Information for Bidders or Technical Specifications shall be made only in writing. The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.

## Exhibit A

Written questions and inquiries will be accepted from any and all proposers. **The Purchasing Office is the sole point of contact** for this solicitation unless otherwise instructed herein. Unauthorized contact with other Calvert County Government staff regarding this Request for Proposal may result in disqualification of the Proposer.

In the event it becomes necessary to revise any part of this Request for Proposal, or if additional information is necessary to enable the Contractor to make an adequate interpretation of the provisions of this Request for Proposal, a supplement to the Request for Proposal will be issued and posted on eMaryland Marketplace. The Contractor acknowledges in their proposal the receipt of all addenda, supplements, amendments, or changes to the Request for Proposal that were issued by the County.

**Proposers are responsible for obtaining any documents, including but not limited to addenda that may be issued, by going to eMaryland Marketplace at <https://emaryland.buyspeed.com/bsol/> prior to submitting their proposal.**

The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all formal proposals shall be binding for 160 calendar days following proposal due date and time, unless extended by mutual consent of all parties.

All prices quoted shall be based on fixed/firm rates for the Contract and signed by an authorized official of the organization.

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

If the Proposer 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 second most responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the Board of County Commissioners of Calvert County, Maryland may reject all of the proposals, as its interests may require.

Proposers must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the proposal is submitted and by the dates specified herein. The submission of a proposal shall indicate that the Proposer thoroughly understands the terms of the specifications.

The submission of a proposal on this work and service will be considered as a representation that the Proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the Request for Proposal, the entire area to be serviced as described in the specifications and other contract documents, and that the Proposer 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 Proposer 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.

## Exhibit A

The Purchasing Office will correct any errors in computations when the fee proposals are canvassed.

Proposers shall execute the following forms and include as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- (a) Price Proposal
- (b) Required Technical Proposal including Required Forms
- (c) Non-Discrimination in Employment
- (d) Non-Collusion Certificate
- (e) Anti-Bribery Affirmation Affidavit of Qualification to Respond
- (f) Addenda, if applicable
- (g) Questions and Answers/Clarification, if applicable

No Proposer may withdraw their proposal within 180 days after the opening thereof.

Requests for information related to this Request for Proposal should be directed to the Purchasing Office, Heather L. Roe, Purchasing Assistant, by: (1) E-Mail: [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us); (2) Phone: 410-535-1600, extension 2522; or (3) Fax 410-414-3672.

Acknowledge of receipt only for this Request for Proposal will be posted on the County's web site at **<http://www.co.cal.md.us/Purchasing/FY2016>**.

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**PRICE PROPOSAL**

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision and equipment necessary to provide an AUTOMATED SPEED ENFORCEMENT SYSTEM as specified in this Request for Proposal to the Board of County Commissioners of Calvert County in accordance with attached specifications and other documents herein and at the following price(s):

DESCRIPTION	UNIT PRICE
ASE SYSTEM LEASE FEE PER UNIT PER MONTH	\$ <u>3,100.00</u>

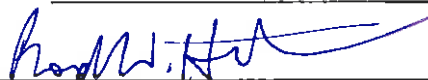
It is further agreed by the Undersigned that upon receipt of written advice of the acceptance of proposal, the necessary contract shall be executed within ten (10) days after such notice.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form.

The Contractor shall comply with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland.

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp. DATE: 1/11/2016



AUTHORIZED SIGNATURE: 



**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 the State of Maryland, must be used on all forms within the bid document.*** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must 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.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

**REFERENCES**

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

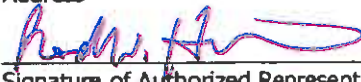
N/A  
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\_\_\_\_\_

\_\_\_\_\_  
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\_\_\_\_\_

Brekford Corp.  
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C  
Address

Hanover, MD 21076  
Address

  
Signature of Authorized Representative

1/11/2016  
Date

443-557-0200  
Phone Number

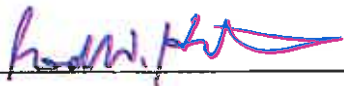
443-557-0201  
Fax Number

**NON-DISCRIMINATION IN EMPLOYMENT**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin 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 contract, will state that such Contractor is an equal opportunity employer.
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 will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature

  
\_\_\_\_\_

Printed Name of Contractor

Rodney Hillman  
\_\_\_\_\_

Bidder's Legal Business Name

Brekford Corp  
\_\_\_\_\_

Address

7020 Dorsey Road, Bldg C  
\_\_\_\_\_

Hanover, MD 21076  
\_\_\_\_\_

Phone Number

443-557-0200  
\_\_\_\_\_

Date

1/11/2016  
\_\_\_\_\_

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**SPECIFICATIONS**

**I. INTRODUCTION**

The Board of County Commissioners of Calvert County, Maryland through the Calvert County Sheriff's Office, or a chosen representative, (hereinafter, "the County") are requesting Technical Proposals (Qualifications and Experience) submittals and Price Proposals from qualified firms or individuals (hereinafter, "the Contractor") to provide all labor, materials, equipment, supervision, services, and incidental items necessary to install, test, and maintain an automated speed enforcement system, (hereinafter, "ASE") consisting of portable units in Calvert County, Maryland that are compliant with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland and in accordance with specifications.

**II. SUMMARY OF WORK**

**A. PROJECT DESCRIPTION**

The Contractor shall develop and submit a scope of work that meets the goals and objectives of this Request for Proposal, (hereinafter, "RFP"). To meet the objectives, the following minimum requirements must be met:

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.
2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.
3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.
4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.
5. Contractor shall process all traffic citations and the preparation of evidence packages for court.
6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.

7. Contractor shall be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and the County.
8. Contractor shall conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).
9. Contractor shall conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.
10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.
11. Contractor shall provide a secure Web-based system for event review.
12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.
13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.
14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.
15. Work shall be conducted to provide least possible interference to the activities of County's 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.
16. Portable fixed site leased camera systems.
17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.
18. All installation costs are covered by the company. Calvert county has the final say on location.
19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

20. This program shall remain Cost Neutral to Calvert County.

- a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
- b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
- c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.

21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**B. ASE EQUIPMENT**

1. The camera system shall use a digital media. Proposer must submit a minimum of four example sets of violation photos in different lighting and weather conditions, including (1) daytime – fair weather, (2) daytime – rain and snow, (3) night time – fair weather, and (4) night time – rain and snow. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
2. All camera system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.
3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.
4. The camera system shall be modular in construction to facilitate rapid installation and maintenance.
5. The camera system shall generate secure violation evidence that can be communicated and processed using vendor supplies or operated photo enforcement processing systems.
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.
7. Camera system shall be capable of accurately measuring speeds, detecting speed limit violations and photographing the incident.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.
9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.
10. In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, leveling, etc.)
11. The camera system shall be secure from vandalism or tampering.
12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.
13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full 24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.
14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.
15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property. The County reserves the right to expand on roadways with State rights-of-ways as permitting allows.
16. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.
17. Camera Unit Housing:
  - a. Sealed to be weather, dust, water, and spray resistant
  - b. Securely lockable
  - c. Vandal and tamperproof
  - d. All glass openings must be bullet resistant

### **III. DISPOSITION OF DOCUMENTS**

The Contractor agrees that all data including, but not limited to, reports, tables, images, graphics, specifications, studies, estimates, maps, photographs, 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 the County. All such material shall be returned to the County upon completion, termination, or cancellation of this Contract. The



Contractor shall, within fourteen (14) days of the County's request, deliver to the County all requested material(s) prepared by the Contractor in connection with the Contract. The County 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 the County. Documents and materials developed by the Contractor under the Contract shall be the property of the County; however, the Contractor may retain file copies which cannot be used without prior written consent of the County. The County 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.

**IV. CONTRACT MANAGER**

The Contract Manager for this Contract shall be David P. Payne, or duly authorized representative.

**V. MANPOWER**

The Contractor must ensure that sufficient manpower is available to concurrently perform the services required under this Contract. The County reserves the right to require the Contractor to dedicate additional manpower, if the work is falling behind schedule. The County also reserves the right to require the replacement of any personnel under this Contract for any reason.

**VI. RECORDS**

The Contractor shall keep accurate records. As necessary, the Contractor shall make these records available to the County for audit purposes at any time during normal business hours and as often as deemed necessary.

**VII. PAYMENT**

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

**VIII. PROPOSAL SUBMITTALS – RESPONSE TO RFP**

A. Proposals shall be submitted in accordance with this RFP. (ANY TECHNICAL (QUALIFICATIONS AND EXPERIENCE) PROPOSAL INCLUDED WITH ANY PRICE INFORMATION MAY BE CONSIDERED NONRESPONSIVE.)

B. Technical and cost proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP.

**1. Technical Proposal (Qualifications and Experience)**

At a minimum, this shall include the following:

- a. A brief transmittal letter on company letterhead, signed by an officer authorized to bind the proposer to their proposal.

- b. Statement by the Contractor of their ability both in experience and available manpower to meet the requirements contained herein. Contractor shall provide background information on the firm, including date of establishment, type of entity, business expertise, a short history, current ownership, and any other relevant matters.
- c. A brief discussion of the Contractor's understanding of the project and scope of services required. Describe how the firm or team view the situation and needs of the County as it seeks assistance with this project. Include a description of the distinctive approach to be taken, including methodologies and innovative concepts, in response to the Scope of Services.
- d. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, Non-Collusion Certificate, Limits of Insurance, and Non-Discrimination in Employment forms included in this RFP, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- e. A project schedule identifying tasks to be completed and date of completion (in calendar days). A graphical representation of the proposed schedule showing deliverables is required. Describe in detail how each job shall be approached.
- f. A list of organizations and prime Contractors included in the project team, including area(s) of responsibility for each organization.
- g. The name of and contact information for the project manager along with a listing of key personnel, management and field positions, and team members assigned to this project with a brief bio related to their qualifications, related task experience, and tasks to which they shall be assigned highlighting their experience in consultation of similarity to this RFP. Resumes and/or curriculum vitae of each staff member shall be included, providing name, position, education, background, and experience. Upon award, cell phone, emergency numbers, and emails shall also be provided.
- h. If the Contractor wants to use other personnel under this Contract and after the Contract is executed, the Contractor must submit their resumes. **Only pre-qualified personnel shall be eligible to work on this Contract.**
- i. Full legal name and address of Proposer and the person authorized to sign the proposal should indicate their title and/or authority to bind the firm in a contract. ***The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) must be used.***
- j. A brief overview of a minimum of three (3) similar projects which the Contractor has completed within the last ten (10) years. The listing shall include for whom the project was completed and a reference that the Committee may contact including current phone number(s). Work samples should be included, as well as contact information for

previous clients and letters of reference.

- k. Disclose any work for other clients that may affect or be affected by work under this Contract.
- l. Breakout of Proposed Work Program and Timeline per unit.
- m. Proof of financial stability.
- n. Any other criteria the Contractor considers relevant for the projects to be performed under the Contract.
- o. Proposers should 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 the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

## **2. Price Proposal**

- a. The Proposer shall fill out the Price Proposal form contained herein.
- b. Pricing submitted shall include all costs including but may not be limited to profit, overhead, travel, mileage, vehicle fuel, supplies necessary for printing and mailing citations to include envelopes, paper, and postage, and miscellaneous fees.
- c. Costs for preparation of requested proposals shall be borne by those submitting proposals.

## **IX. EVALUATION PROCEDURES**

### **A. EVALUATION COMMITTEE**

Proposals submitted shall be evaluated by an Evaluation Selection Committee consisting of member(s) from the Calvert County Sheriff's Office. Membership on this committee is subject to change.

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

### **B. EVALUATION CRITERIA**

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

#### **1. Mandatory Elements**

- a. The Contractor is independent and licensed to practice in Maryland.

- b. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for the County.
- c. The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal.
- d. The Contractor shall submit all required forms as contained and required in this RFP.

2. Technical Qualifications

a. Expertise, Experience, and Qualifications

- 1) The Contractor's past experience and performance on comparable contracts.
- 2) The quality of the Contractor's professional personnel, including the project manager, to be assigned to the Contract and the quality of the Contractor's management support personnel to be available for technical consultation.
- 3) The Contractor's experience with similar governments and federal or state contracts.
- 4) Expertise, ability, capacity, skill, and past experience of the Contractor in providing services on projects of similar size, scope, and features as those required on this project.

b. Contractor's experience in providing services in conformance to applicable codes, standards, and regulations.

c. Current and projected work load, plan to complete the work, and ability to complete the work in a timely and professional manner.

d. Size of the firm relative to the size of the project.

e. Financial Stability as confirmed through the Contractor's most recent financial statement.

f. References.

Quality of past work and evaluation of previous clients as confirmed through reference checks. The County reserves the right to contact any of the references listed as a contact within the past five (5) years.

g. Approach

- 1) Adequacy of proposed personnel and staffing plan for the Contract
- 2) Adequacy of project organization
- 3) Adequacy of project approach, work plan, management, and timeline

h. Quality and Responsiveness of the proposal.

Generally, the Committee shall consider the Contractor's overall suitability to provide the required services, and it shall consider the comments and/or recommendations of the Contractor's previous clients as well as other references.

Proposals shall be evaluated for suitability utilizing a point system. Proposals shall be ranked according to the overall perceived benefit to the County.

3. Price

The price(s) quoted on the Proposal Form is an integral part of the RFP and shall be considered during the selection process.

**X. PROPOSAL WITHDRAWAL**

Any proposal may be withdrawn up until the date and time set 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 180 calendar days to provide to the County the services set forth herein.

**XI. PROPOSAL CONDITIONS**

- A. Price proposals that accompany technical submittals determined to be unacceptable to the County will be returned unopened to the Contractor.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will be considered nonresponsive and will be returned unopened.
- C. Proposals may not be altered or amended after they are opened.

**XII. DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the Proposer, in writing, and submitted with the formal proposal. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

**XIII. RESERVATIONS**

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

**XIV. CONFLICT OF INTEREST**

- A. No officer or employee of the County 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 this project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants that it has presently 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 to be performed 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 that exist or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

**XV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County 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 will be made by written change orders to the purchase order(s) of this Contract.

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



## **GENERAL TERMS AND CONDITIONS**

### **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 a sealed envelope.

All required forms must 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.

### **DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the proposer, in writing, and submitted with the formal technical proposal. The Board of County Commissioners of Calvert County, Maryland reserves the right to accept or reject any exception.

### **PROHIBITION AGAINST UNIFORM PRICING**

The County 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 and bid pricing, each Proposer shall, by virtue of submitting a proposal and bid pricing, guarantee that the Proposer has not been a party with other Proposers to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposal and bid pricing of such Proposers. Any disclosure to or acquisition by a competitive Proposer, in advance of the opening 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 proposal.

### **AWARD OR REJECTION OF PROPOSALS**

Contract award is anticipated within (30) thirty calendar days after the receipt of proposals. A Contract or Contracts will be awarded to the Contractor(s) whose proposal(s) conforming to this RFP will be the most advantageous to the County.

The Board of County Commissioners of Calvert County shall award the Contract to the most responsive and responsible Proposer(s) complying with all provisions of the Request for Proposal provided the proposal and bid price is reasonable and is in the best interest of the County to accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject all proposals 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 the County to do so. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or complete on contracts of a similar nature, or a proposal of a Proposer who investigation shows is not in position to perform the Contract.

In determining the "most responsive, responsible bidder", in addition to considering price and other factors stated herein, the Board of County Commissioners of Calvert County or the official authorized official to contract for the County shall consider:

1. The ability, capacity, and skill of the Proposer to perform the Contract or provide the services required;

2. Whether the Proposer can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The reliability, experience, and efficiency of the Proposer
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Proposer with laws and ordinances relating to the Contract or service;
6. The sufficiency of the financial resources and ability of the Proposer to perform the Contract or provide the service;
7. Whether the Proposer is in arrears to the County on any debt or contract, is in default on any surety to the County, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the Contract.

In addition, the successful Contractor must be current and in compliance with tax filings and licensing requirements of Calvert County Government; and, if a corporation conducting business in Calvert County, Maryland or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessments and Taxation. The Contractor shall supply evidence that all applicable taxes have been paid in full and a copy of its Certificate of Good Standing, as applicable, as requested by Calvert County Government.

#### **ACCEPTANCE OF PROPOSALS**

The County intends to award a contract to the Contractor that best satisfies the needs of the County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor will be based upon technical factors, price, and interviews, if conducted.

Contents of the proposal will become contract obligations if a Contract ensues. The County may award a Contract solely on the basis of the proposal submitted without any additional negotiation. Failure of the Contractor to honor these obligations may result in cancellation of an award.

#### **VERIFICATION OF TAX PAYMENT/REGISTRATION**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office, as well as with the Department of Labor, Licensing and Regulation. Corporations which are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either as individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

Any Contractor who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential Contractors be completely registered prior to the due date for receipt of bids/proposals. Failure to



register may result in the bid/proposal being deemed unacceptable.

#### **INDEMNIFICATION**

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of the Board of County Commissioners of Calvert County.

The Contractor shall indemnify, keep and save harmless the County, 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 the County 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 their employees if any, and the Contractor shall, at their 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 judgment shall be rendered against the County in any such action, the Contractor shall at their 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 the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

#### **ASSIGNMENT OF CONTRACT FUNDS**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of the County. If the Contractor desires to assign their right to payment of the Contract, the Contractor shall notify the County immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from their obligations, or change the terms of the Contract.

#### **TERMINATION OF CONTRACT**

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The County shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will 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 successful proposer has not performed or has unsatisfactorily performed the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

#### **AVAILABILITY OF FUNDS**

Multi-year contracts may be continued each fiscal year only after funding appropriations and program

approval have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

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

### **DELIVERY FAILURES**

Failures of the Contractor to deliver within the time specified, or within reasonable time as interpreted by Calvert County Government, or failure to correct services when so requested, immediately or as directed by Calvert County Government, shall constitute authority for Calvert County Government to purchase in the open market services to replace the service rejected or not delivered. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time specified by Calvert County Government, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

### **NON-LIABILITY**

The Contractor shall not be liable in damages for delay in services 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 the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Officer may at their discretion, cancel the Contract.

### **DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS**

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

However, the County shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, PROPOSER, OR OFFEROR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

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

A bidder, offeror or proposer agrees to indemnify, protect and save harmless the County, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the

confidentiality of the material sought to be protected.

**BREACH OF CONTRACT**

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the County 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 County will authorize the services to be obtained from another qualified Contractor with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.
- B. In the event of the failure of the Contractor to remedy the same within said period, the County is authorized to seek to have the Contract terminated.
- C. In addition to those instances specifically referred to in other sections contained herein, the County shall have the right at its option to terminate the Contract under any one or more of the following:
  - 1. If the Contractor becomes insolvent.
  - 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the status in such case made and provided.
  - 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
  - 4. In the event the Contractor fails to commence work in accordance with the RFP.
  - 5. In the event the Contractor shall abandon any portion of the work to be performed under the Contract for thirty (30) days or more.
  - 6. If the Contractor shall fail to fully and properly perform any or all of the conditions, covenants, or agreements contained within the Contract.
  - 7. If the Contractor shall sublet, assign, convey, or otherwise dispose of the Contract or any portion thereof other than in accordance with the Contract.
  - 8. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
  - 9. If the Board of County Commissioners of Calvert County, Maryland upon the advice of the Project Manager 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 Contract.

**COMPLETENESS**

All information required by this Request for Proposal must 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.

**LATE BIDS OR PROPOSALS**

Formal bids or proposals and amendments thereto received by Calvert County Government after the time specified for opening will not be considered. Proposals or bids received after the time specified for receipt of proposals will be returned unopened.

**INCURRING COSTS**

The County is not liable for any costs incurred by the Proposer prior to the issuance of the Contract.

### **NOTICE OF POLITICAL CONTRIBUTIONS**

The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Contractor may be subject.

### **COOPERATIVE PURCHASES**

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

### **ARITHMETICAL ERRORS**

Any errors in computation(s) will be corrected when the proposals are canvassed.

### **CONTRACT PERIOD**

- A. This is a requirements type contract for one [1] year commencing after approval and proper execution of the contract documents, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County. This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by the County or to the County by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date of the Notice to Proceed or otherwise indicated by the County.
- B. In the event the County exercises its option to renew this contract beyond the initial one-year period, the prices for each renewal term shall be the unit prices bid for the initial contract.

### **QUANTITIES**

During the period of the Contract, the Contractor shall provide all service(s) and material(s) described in this Contract. The Contractor understands and agrees that this is a requirements contract and that the County shall have no obligation to the Contractor if the quantities listed are not required. Any quantities that are included in the proposal reflect the current expectation of the County. The amounts are only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any set amount of service(s) and material(s). The Contractor further understands and agrees that the County may require services and materials in an amount less than or in excess of the estimated amount, and that the quantity actually used, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity actually required by the County. Minimum ordering requirements are not acceptable.

Estimated units for this Contract: Three (3) Units  
Estimated citations issued per unit: Two Hundred (200)

As stated, the Calvert County Government will place orders on an "as needed basis". The Calvert County Government does not guarantee to purchase any minimum quantities. Minimum ordering

requirements are not acceptable.

## **LIMITS OF INSURANCE**


- A. The Contractor shall not commence work under this agreement 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 and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.
- B. Additional Insured
1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
  2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.
- C. Commercial General Liability Insurance
- During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:
1. Contractual Liability;
  2. Independent Contractor's Coverage;
  3. Broad Form General Liability Extensions or equivalent; and
  4. Per contract aggregate.
- D. Professional Liability
- During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- E. Automobile Liability Insurance
- During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include 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 all owned vehicles, all non-owned vehicles, and all hired vehicles.
- F. Workers Compensation
- During the life of this agreement 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 must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

G. 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 the County. Insurance companies providing insurance must be acceptable to the County. 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, 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 the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

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

The certificate shall also indicate the contract name and number.

Contractor's Signature	<u></u>
Printed Name of Contractor	<u>Rodney Hillman</u>
Insurance Provider	<u>Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)</u>
Address	<u>6225 Smith Ave</u>
	<u>Baltimore, MD 21209</u>
Provider Phone Number	<u>410-602-1090</u>
Date of Insurance	<u>9/26/2015</u>

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the President  
(Title)

and the duly authorized representative of the firm of Brekford Corp.


Whose address is 7020 Dorsey Road, Bldg C Hanover MD 21076 AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm 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, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland 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.

  
\_\_\_\_\_  
Authorized Signature

1/11/2016  
\_\_\_\_\_  
Date

Rodney Hillman  
\_\_\_\_\_  
Printed or Typed Name



ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the President and the authorized representative of the firm  
Title  
of Brekford Corp.  
Name of Corporation

whose address is 7020 Dorsey Road, Bldg. C Hanover MD 21076

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


2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 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 firm, and the sentence or disposition, if any.

None

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

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

  
SIGNATURE

1/11/2016  
DATE

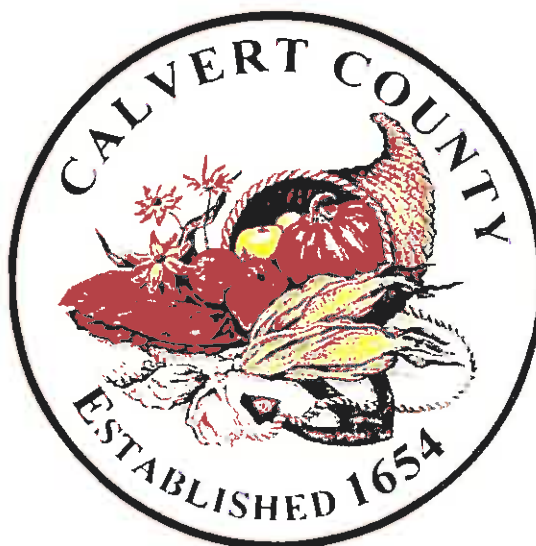


Headquarters 7020 Dorsey Rd Hanover, MD 21076 | tel (443) 557-0200 | fax (443) 557-0201

RESPONSE TO:

**RFP – PURCH 2016-105**

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



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

***DUE DATE: January 12, 2016 at 2:30 P.M.***

## Contents [Letters Match Section VIII.B.1 of the RFP]

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## PROPOSAL FORMAT OVERVIEW

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

The main sections of this document, labeled "A" through "O", with associated headers, match the letters contained in section VIII.B.1 Technical Proposal (Qualifications and Experience) and provide a specific response to the requested information in order.

In order to remain as concise and specific as possible, within section "C. SCOPE OF SERVICES" of this document, we have included subsections to address the details requested in RFP sections II.A (Project Description) and II.B (ASE Equipment). Our responses to each item are labeled to match the numbered items within the RFP sections.

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

## A. TRANSMITTAL LETTER



7020 DORSEY RD. BLDG. C  
HANOVER, MD 21076

PHONE (443) 557-0200  
FAX (443) 557-0201  
WWW.BREKFORD.COM

January 12, 2016

Heather L. Roe, Purchasing Assistant  
Calvert County Government  
Purchasing Office  
150 Main Street, Suite 107  
Prince Frederick, MD 20678

**Re: Transmittal Letter for RFP PURCH 2016-105 – AUTOMATED SPEED ENFORCEMENT SYSTEM**

Dear Ms. Roe:

It is my pleasure to transmit to the Board of County Commissioners of Calvert County, Maryland this response to your RFP# PURCH 2016-105 for an Automated Speed Enforcement ("ASE") System.

Brekford Corp. (OTCQX:BFDI), headquartered in Hanover, Maryland, is a leading public safety and security technology service provider of automated traffic safety enforcement ("ATSE") solutions, parking enforcement solutions, and an end-to-end suite of technology equipment for public safety vehicle services. We provide innovative solutions to municipalities, states, various federal entities, and the U.S. military. Our combination of subject matter experts, leading proprietary technology, and superior customer service offers a unique 360° solution for public safety and law enforcement agencies.

For two decades, Brekford has successfully designed, installed and supported integrated systems for hundreds of agencies in support of their public safety mission. Over the past six years, we have successfully implemented and operated turnkey photo enforcement solutions in the U.S. and Latin America, led by Maurice Nelson, a 17-year veteran of the industry. We are highly confident that our next generation technology, combined with superior customer service and turnkey program support, will achieve significant public safety results for Calvert County's ASE program.

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

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

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions

Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201

Email: [phamilton@brekford.com](mailto:phamilton@brekford.com)

One (1) original and four (4) copies of the technical proposal as well as one (1) original and four (4) copies of the price proposal, in separate sealed envelopes, are provided as specified in the submission requirements. The proposal is organized into sections following the RFP outline.

Brekford's experienced team stands ready to implement an ATSE solution that will exceed your expectations. While competitors may offer their one-size-fits-all, off-the-shelf system with little help fine-tuning the program, Brekford is offering the County a true partnership. We will provide a complete implementation commitment to meet the County's priorities as well as ongoing support for the duration of our agreement. We are located within 60 miles of Prince Frederick, and we currently operate numerous successful ATSE programs throughout the state of Maryland.

Sincerely,



Rodney Hillman

President and COO | Brekford Corp.

Office: 443-557-0200 ext. 223 | Cell: 443-615-1548 | Fax: 443-557-0201

Email: [rhillman@brekford.com](mailto:rhillman@brekford.com) | Web: [www.brekford.com](http://www.brekford.com)

## B. BREKFORD PROFILE

Brekford Corp. (OTCQB:BFDI) is a publicly traded C-corporation headquartered in Hanover, Maryland. For nearly two decades we have been a leading public safety technology systems developer, integrator, and service provider of fully integrated mobile technology and video solutions, as well as turnkey automated traffic safety enforcement programs, to municipalities, states, various federal entities and the U.S. military.

The Company was founded in 1997, with a focus on providing vehicle technology solutions to law enforcement agencies and municipalities. Early in our history, we identified many deficiencies in the industry that led to disjointed solutions, lack of contractor accountability, and poor customer service and support. Our response to this problem was the development of our 360-degree solution philosophy, transforming Brekford into a “one-stop-shop” for agencies to obtain all necessary equipment (both high and low tech) and complete installation services. Currently we provide comprehensive vehicle installation services to hundreds of local, state, and federal agencies primarily within a 100 mile radius of Washington, D.C. These installations include fully warranted technology solutions such as rugged laptops, in-car video systems, e-ticketing, ALPR systems, sirens, lights, gun racks, and prisoner cages. In 2015 we introduced our body worn camera and evidence management solution, utilizing Panasonic’s Arbitrator BWC and Microsoft’s Azure Government Cloud. Brekford is a Gold Level partner with Panasonic Corporation, one of the world’s largest technology companies.

In 2010, with demand increasing nationally for automated speed and red light technology, and our existing clients seeking a local trusted provider, we started offering full turnkey ATSE programs. Brekford’s foundation as a public safety solutions provider is what separates us from competitors in the ATSE industry. Other companies, both large and small, approach these programs purely from a technology perspective without an understanding of the comprehensive evidence management, public education, and operational needs of law enforcement agencies. During the past six years we have successfully operated numerous speed enforcement programs throughout Maryland. Our proprietary camera technology and iP360 citation management system has evolved to a point where our clients fully appreciate its ease of use, simplicity of installation, and flexible configuration tailored to the unique process flow required by ATSE programs. In 2015 we established our first international program in Saltillo, Mexico and introduced our next generation solar powered speed and red light enforcement systems.

Our long history of working with local, state, and federal agencies on various projects and programs, and our commitment to unparalleled post-implementation support, have established Brekford as a “go-to” service provider, especially in the State of Maryland. Brekford’s employees work primarily from our two main offices in central Maryland. Our headquarters and technology center is located in Hanover and our operations and call center is located in nearby Glen Burnie. We have dedicated and experienced professionals already in place to support all aspects of Calvert County’s ASE program.

Our corporate officers are:

- C. B. Brechin, co-founder and CEO
- Scott Rutherford, co-founder and Chief Technology Officer
- Rodney Hillman, President and COO



## C. SCOPE OF SERVICES

### **Our Understanding of Calvert County's Program and Goals**

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

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

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

### **Brekford's Philosophy**

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

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

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

**Our Approach to Your Program**

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

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

**A. PROJECT DESCRIPTION**

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.

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

2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.

We utilize an independent 3<sup>rd</sup> party engineering firm for initial and annual calibration and certification.

3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.

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

4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

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

5. Contractor shall process all traffic citations and the preparation of evidence packages for court.

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

6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.

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

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

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

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

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

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

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

10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.

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

11. Contractor shall provide a secure Web-based system for event review.

Noted. See #4 above and Appendix B.

12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.

Noted. See #5 above and Appendix B.

13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.



We provide both mail and web payment acceptance services with a unique mailing address and web page specific to the County's program. Citizens can view violation images and video via the web as well as make payments directly using a credit card. Mail-in payments are processed promptly and ALL correspondence is electronically scanned and attached to the citation audit log, which is viewable within iP360 24/7.

14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.

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

15. Work shall be conducted to provide least possible interference to the activities of County's personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

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

16. Portable fixed site leased camera systems.

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

17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.

Noted. See #16 above. Relocation is a simple process, once notification is received. We offer this service by our technicians at no extra cost; however, we are also amenable to training County personnel if the County would prefer to control this part of the program.

18. All installation costs are covered by the company. Calvert county has the final say on location.

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

19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

Noted.

20. This program shall remain Cost Neutral to Calvert County.

- a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
- b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
- c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.

**Noted.**

21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**Noted. Brekford will provide detailed business rules templates and project plans to ensure a comprehensive approach in creating the final engagement rules.**



**B. ASE EQUIPMENT**

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

On the following pages you will see example sets of violation photos depicting various conditions as requested. Our high resolution cameras coupled with superior tag enhancement offers excellent clarity in all conditions including extremely low lighting and poor weather.

*Daytime – Fair Weather*

Date	Time	OperatorID	SystemID	Type
04/10/2015	14:46:39.20	119	00022C3E	S
Speed	Sign Speed	Direction	Location	Code: 560008
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of Frankfort Dr	



Date	Time	OperatorID	SystemID
04/10/2015	14:46:39.70	119	00022C3E
Speed	Sign Speed	Direction	Location
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of P



*Daytime - Rain*

Date	Time	OperatorID	SystemID	Type
04/08/2015	14:24:40.58	3177	00023083	S
Speed	Sign Speed	Direction	Location	Code
47.9 mph	35 mph	Departing	600 Blk Business Route 50 E/B	490017



Date	Time	OperatorID	SystemID
04/08/2015	14:24:41.08	3177	00023083
Speed	Sign Speed	Direction	Location
48.3 mph	35 mph	Departing	600 Blk Business Route 50



*Daytime - Snow*

Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:25.64	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	

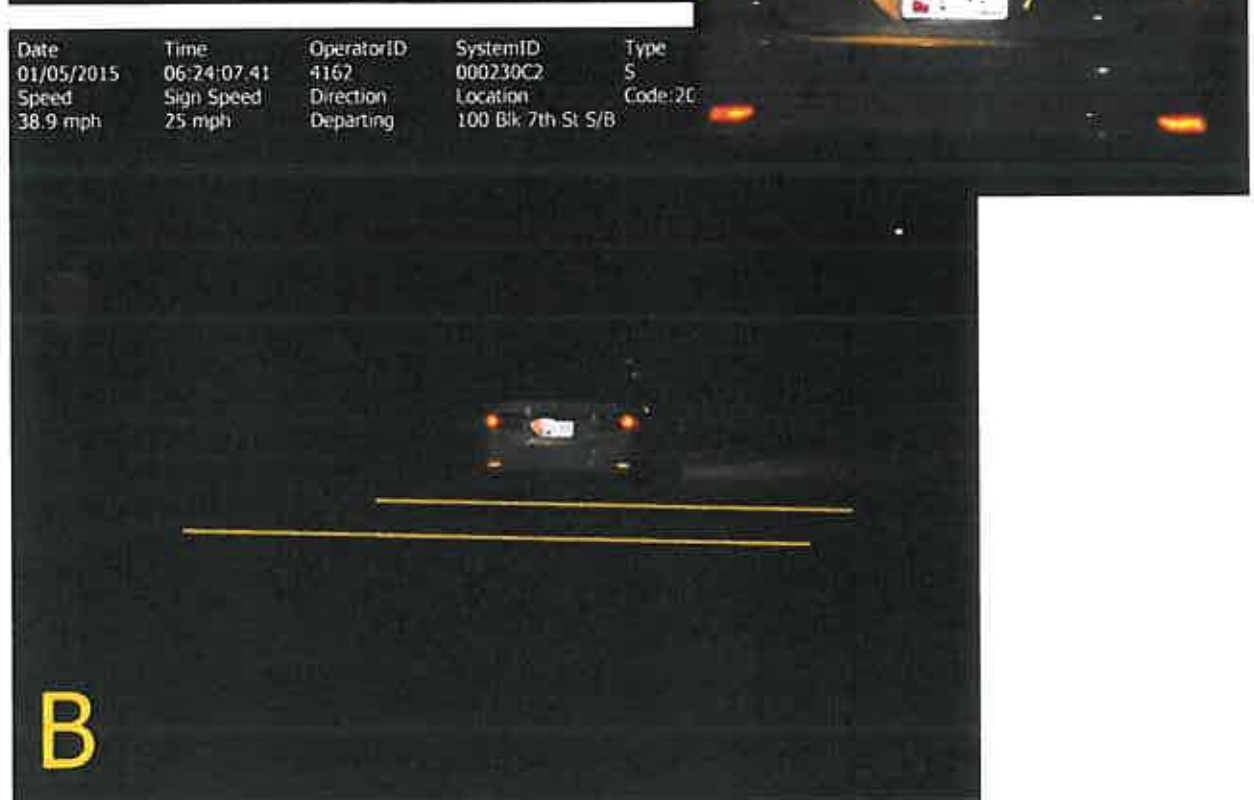
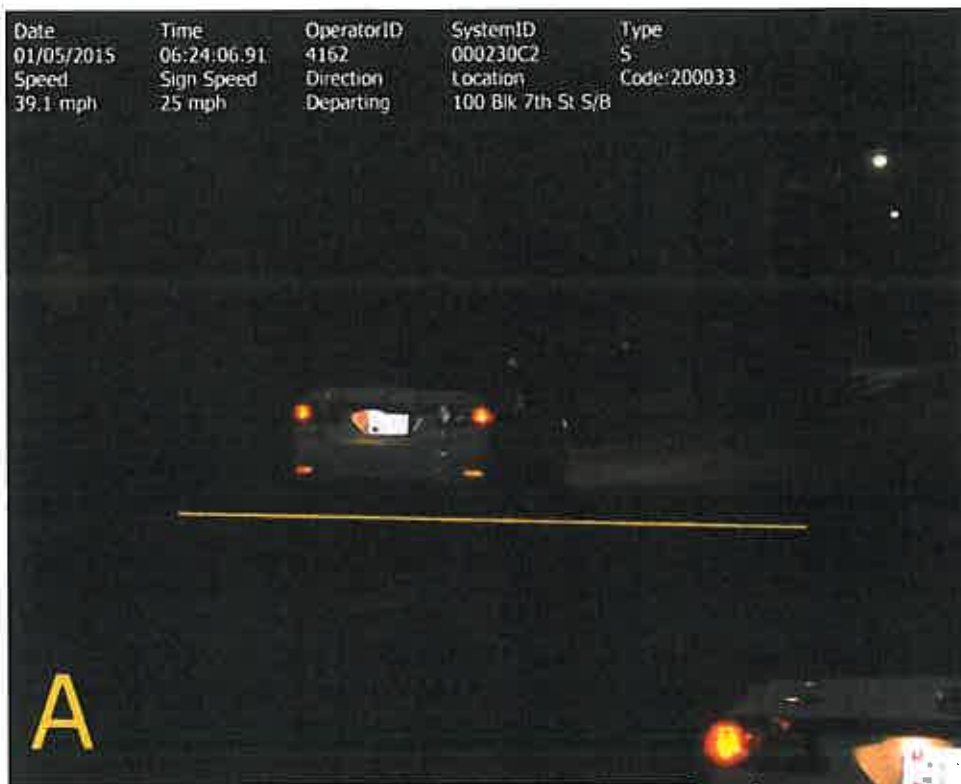


Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:26.14	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	





*Nighttime – Fair Weather*



*Nighttime – Rain*



*Nighttime – Snow*





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

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

3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.

Brekford's P2S speed monitoring system processes all violations at the point of capture. Processing includes a data bar, containing all the violation information, immediately embedded on the image. As required by law, two images of each violation are captured. The time difference between capture of the two images is set at exactly 0.5 seconds, which is reflected in the data bar of each image. The data bar consists of all of the fields illustrated and described below.

1	3	5	7	9
Date 12/23/2015	Time 08:31:40.21	OperatorID 4162	SystemID 00022C49	Type S
2	4	6	8	10
Speed 47.2 mph	Sign Speed 30 mph	Direction Departing	Location 8000 Blk Cherry Ln E/B	Code:200010

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

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

Brekford's P2S speed monitoring system is compact, modular, and self-sustaining with no reliance on external wired connections – a true “off the grid” solution. Full installation and configuration requires less than one hour. Onsite routine maintenance typically takes less than five minutes, as any component can be swapped out in a matter of seconds. Nearly all regular maintenance and monitoring functions for the P2S can be managed remotely in real time via Brekford's proprietary system dashboard. Extremely low power consumption coupled with a

high capacity battery enables the system to operate completely unattended for approximately two weeks. In certain cases where locations are conducive, at no additional cost, we provide a solar panel with the system which will power the battery continuously and require no periodic swapping. Brekford offers full regular maintenance and support of all systems, including relocations, as part of our turnkey service. However, we can also train client's technical staff to perform the same functions if internal system oversight is desired.

Ground Based (fully portable)



Pole Mounted (fully portable)



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

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

The violation package contains recorded violation evidence including:

- i. Image A: The first image captured of the violating vehicle
  - ii. Image B: The second image captured precisely 0.5 seconds after image "A"
  - iii. Violation Video: Highly detailed video at 50/60 frames per second with 720p/1080p resolution. Video is recorded for five seconds capturing periods before, during, and after the actual violation
  - iv. Meta Data: Violation data:
    - a) All tracks for violation object
    - b) Time for each track
    - c) ID for each track
    - d) Size of the object
    - e) XVelocity
    - f) XDistance
    - g) YVelocity
    - h) YDistance
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

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

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

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

- 1) Radars have two independent receive antennas, the values measured by both must perfectly match to enable a reported speed;

- 2) The speed is measured first by the Doppler shift and second by the range progress over time, the two measurements being independent and redundant;
- 3) Visual validation on the timestamped images provide a distance over time view.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.

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

9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.

The P2S is equipped with a Nikon SB-700 AF Speed Light Flash to provide additional lighting at the locations. The flash provides a perfect balance of exposure and performance without causing any driver distraction.

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

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

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

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

12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.

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

13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full



24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.

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


14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.

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

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

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

## Certificate of Calibration



**RADAR LAB OF MARYLAND**  
318 St. Patrick Road  
Baltimore, MD 21206 • (410) 661-9391  
accounts@radarlabofmd.com • <http://radarlabofmaryland.com>

**Certificate of Calibration**      Expiration: 01/05/2017

Manufacturer: Smartmicro	Model: UMRR0A0303	Serial Number: 0x000230B5
--------------------------	-------------------	---------------------------

I hereby certify under penalty of perjury the following Speed Measuring Radar Device has been checked for accuracy and correctness of operation under my supervision. This Speed Measuring Radar Device is certified accurately within  $\pm 1$  mph ( $\pm 2$  kph) in stationary mode and/or  $\pm 1$  mph ( $\pm 2$  kph) in moving mode, using equipment with accuracy traceable to National Institute of Standards and Technology.

The Transmitter of this device has been tested and found to be within specified range for Radar Devices as established by the Federal Communications Commission.

Microwave Frequency in measured: 24.15 GHz

01/05/2016      Technician Signature: [Signature]  
Date      Technician Signature/NARTE Certification No. EI-03190

IN WITNESS HEREOF, I have set my hand and seal this 5<sup>th</sup> day of January, 2016. My  
commission

expires NOV 11 2016      [Signature]  
Notary Public

15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property.

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

16. The equipment must 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 ( $\pm 1$  mph) of the actual speed of target vehicles.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of  $\pm 1$  mph per hour.

17. Camera Unit Housing:
- a) Sealed to be weather, dust, water, and spray resistant
  - b) Securely lockable

- c) Vandal and tamperproof
- d) All glass openings must be bullet resistant

#### **Housing**

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

#### Housing notable features

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

#### **Locking Mechanism**

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

#### **Windows and opening**

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

## D. EXECUTED FORMS

### ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the President and the authorized representative of the firm  
Title  
of Brekford Corp.  
Name of Corporation

whose address is 7020 Dorsey Road, Bldg. C Hanover MD 21076

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


2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 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 firm, and the sentence or disposition, if any.

None

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

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

  
SIGNATURE

1/11/2016  
DATE




**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the President  
(Title)  
and the duly authorized representative of the firm of Brekford Corp.  
Whose address is 7020 Dorsey Road, Bldg C Hanover MD 21076 AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm 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, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland 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.

  
\_\_\_\_\_  
Authorized Signature

1/11/2016  
Date

Rodney Hillman  
Printed or Typed Name

**LIMITS OF INSURANCE**

- A. The Contractor shall not commence work under this agreement 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 and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.
- B. **Additional Insured**
1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
  2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.
- C. **Commercial General Liability Insurance**
- During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:
1. Contractual Liability;
  2. Independent Contractor's Coverage;
  3. Broad Form General Liability Extensions or equivalent; and
  4. Per contract aggregate.
- D. **Professional Liability**
- During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- E. **Automobile Liability Insurance**
- During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include 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 all owned vehicles, all non-owned vehicles, and all hired vehicles.
- F. **Workers Compensation**
- During the life of this agreement 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 must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

**G. 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 the County. Insurance companies providing insurance must be acceptable to the County. 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, 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 the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

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

The certificate shall also indicate the contract name and number.

Contractor's Signature



Printed Name of Contractor

Rodney Hillman

Insurance Provider

Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)

Address

6225 Smith Ave

Baltimore, MD 21209

Provider Phone Number

410-602-1090

Date of Insurance

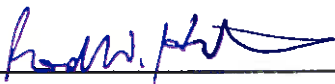
9/26/2015

**NON-DISCRIMINATION IN EMPLOYMENT**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin 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 contract, will state that such Contractor is an equal opportunity employer.
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 will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature



Printed Name of Contractor

Rodney Hillman

Bidder's Legal Business Name

Brekford Corp.

Address

7020 Dorsey Road, Bldg C

Hanover, MD 21076

Phone Number

443-557-0200

Date

1/11/2016

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brekford Corp.

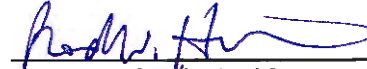
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C

Address

Hanover, MD 21076

Address



Signature of Authorized Representative

1/11/2016

Date

443-557-0200

Phone Number

443-557-0201

Fax Number

## E. PROJECT SCHEDULE

Brekford takes pride in our rapid implementation process, facilitated by easily deployed equipment and configurable web-based software. Given full focus and access to client decision makers, we are prepared to begin issuing citations for the County within 30 days of notice to proceed.

### Project Plan Overview

Day	# Days	Activity/Milestone	Participants
Day 1	1	Notice to Proceed	All
Day 2	1	Program Meeting- Discuss Program, Software, Process, and Program Safety Plan & Business Rules	All
Day 2	1	Order all cameras, electronic equipment and supplies	Brekford
Day 3	1	Engineering Meeting - Discuss site locations, vehicle and deployment, & Intersection Signal Compliance requirements	Engineering Team and County Engineer
Day 4	2	Finalize Site Locations & Program Safety Plan	Program Manager and County
<b>Engineering Project Delivery</b>			
Day 3	10-15	Procure Equipment	Procurement
Day 3	7-10	Perform Site Surveys and Site Evaluations	Engineers
Day 10	2	Structural Engineer and Construction Drawings	Engineers & Construction Manager
Day 3	5-10	Procure Bases and Poles (if applicable)	Procurement
Day 14	5	Complete Construction and Installation of Equipment	Engineers & Construction Manager, and Construction Contractors
Day 20	1	End-End equipment Testing	Engineers
Day 30	2-3	Turn on all cameras for enforcement or warnings	Engineers, Program Manager & County

Day	# Days	Activity/Milestone	Participants
<b>Back Office Operations</b>			
Day 2	14	iP360 Setup - MVA/NLETS, payment processing, notices, reporting module	IT
Day 16	1	Setup Cashiering and lockbox & customer service call-center equipment	Operation Manager
Day 18	7	Develop, modify and test website (web payments)	QA and IT
Day 14	14	Train employees, operators, County and court personnel	Subcontractor
Day 25	5	Citation processing and all other operations setup completed and approved by the County for 'live' issuance.	ALL
Day 30	1	Begin Issuing Citations	ALL
Week #3	1	Meet with courts for operational meeting and calendar programming	Brekford, County Sheriff and Court

We can accomplish this extremely short timeframe for full installation due to our system's capability to use any existing pole and for our use of optional **solar power**. It is important to keep in mind that there are major factors affecting most vendors' ability to move rapidly toward full implementation.

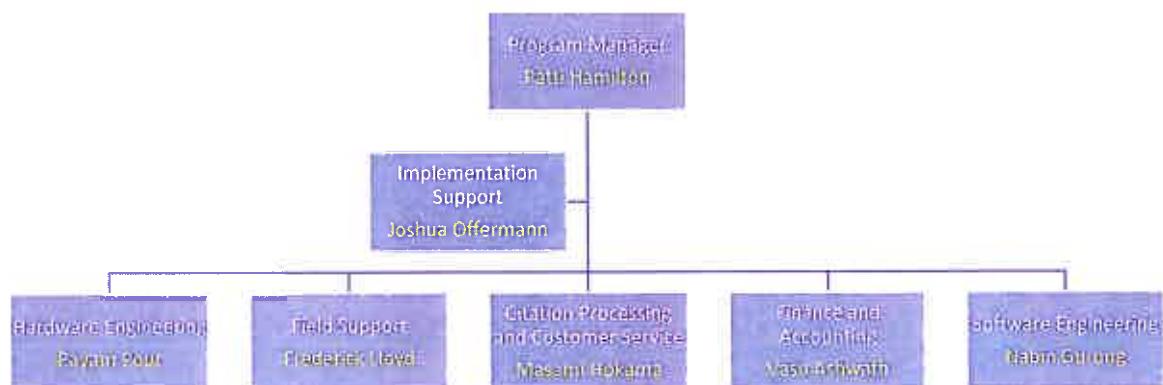
## F. ORGANIZATIONS AND PRIME CONTRACTORS

Organization/Prime Contractors	Responsibilities
<b>Brekford Corp (Hanover, MD)</b>	<ul style="list-style-type: none"><li>• Program Management</li><li>• Supply, deploy and maintain ASE Equipment</li><li>• Review and process violation images</li><li>• MVA and NLETS owner information acquisition</li><li>• MVA Flagging</li><li>• Supply and support web-based ticket management system</li><li>• Customer Service Call Center</li><li>• Correspondence management</li><li>• Payment reconciliations</li><li>• Court assistance</li><li>• Invoicing</li><li>• Public awareness campaign assistance</li><li>• Credit Card Payment Processing</li></ul>
<b>Heartland (Baltimore, MD)</b>	
<b>Direct Mail Processors (Hagerstown, MD)</b>	<ul style="list-style-type: none"><li>• Mail-in Payment Processing</li><li>• Correspondence scanning</li></ul>
<b>ACE Printing &amp; Maryland (Berlin, MD)</b>	<ul style="list-style-type: none"><li>• Printing and Mailing</li></ul>



## G. KEY PERSONNEL – BIOS AND RESUMES

### Program Manager and Support Staff



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

Calvert County's program will be managed by Patti Hamilton, a 15-year veteran of the industry. She will be the primary contact for all aspects of the program, including implementation, engineering, field support, citation processing, customer service, and accounting. Ms. Hamilton will have full authority on behalf of Brekford for all decisions related to program implementation and support. Below is Ms. Hamilton's contact information:

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions  
Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201  
Email: [phamilton@brekford.com](mailto:phamilton@brekford.com)

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

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

- Director of Operations – Brad Schaeffer
- Managing Director of ATSE Solutions – Maurice Nelson
- Chief Technology Officer – Scott Rutherford
- President and Chief Operating Officer – Rod Hillman
- Chief Executive Officer – C.B. Brechin

## Program Management Team Bios

### **Patti Hamilton**

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

### **Joshua Offermann**

Mr. Offermann will provide implementation support to ensure a smooth startup of the program, once contract negotiations are completed. Mr. Offermann is an accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Prior to joining Brekford he held supervisory security and technology positions at the University of Baltimore Technology Group and University of Baltimore Police Department.

### **Payam Pour**

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

### **Frederick Lloyd**

Mr. Lloyd is Brekford's field support manager. He will be responsible for direct oversight, configuration, and support of all camera systems for the program. He has more than 10 years experience as a field technician and has worked in the industry with both Brekford and other companies since 2007.

### **Masami Hokama**

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

### **Vasu Ashwath**

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

### **Nabin Gurung**

Mr. Gurung is the software engineering contact for this projects. He is responsible for oversight of Brekford's back-office iP360 Citation Management System and manages all aspects of configuration

specific to our clients. Mr. Gurung has an in-depth knowledge of .NET development, encompassing analysis, design, development, and execution of business applications.

## Brekford Management Team Bios

### **Brad Schaeffer, Director of ATSE Operations**

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

### **Maurice Nelson, Managing Director of ATSE Solutions**

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

### **Scott Rutherford, CTO**

Mr. Rutherford co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Technology Officer since 2008. Mr. Rutherford oversees all of our proprietary technology research and development. He is the key architect of our next generation tracking radar speed and red light photo enforcement systems, and specializes in creating sustainable solutions to customers' unique challenges.

### **Rod Hillman, President and COO**

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

### **C.B. Brechin, CEO**

Mr. Brechin co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Executive Officer since 2008. Mr. Brechin directly engages customers and shareholders to ensure that Brekford is meeting commitments and achieving long-term goals. With an educational background in information technology, he is the key architect of our communications, security, and iP360 Citation Management software.

## H. OTHER PERSONNEL



At this time we do not anticipate the need for other personnel to complete this project. Per the RFP requirements, if other personnel are required in the future, we will provide full details and resume to the County for approval.

## I. BREKFORD SDAT LEGAL NAME AND ADDRESS

**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 the State of Maryland, must be used on all forms within the bid document.*** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must 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.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

## J. SIMILAR PROJECT EXPERIENCE

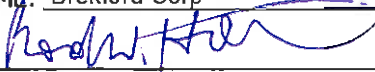
### REFERENCES

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
Town of Landover Hills Police Department	Automated Speed Camera Program (2010-Present)	Up to 5 speed camera systems	\$750,000.00 annually	Chief H. Norris Chiefhpd3160@hotmail.com 301-773-6400

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the Town. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

Since this was a new program, Brekford had to work very closely with the Town. Brekford had to provide a high level of guidance in addition to the necessary functions in order for the program to be successful.

### Successes

Brekford was touted by the local paper for providing services that exceeded the town's expectation. Brekford also funded under its contract, a six-month evaluation of programs effectiveness. The result of this evaluation, done by third-party engineer, validated the changes in driving behavior desired by the town.





***Landover Hills Police Department***  
***6904 Taylor Street***  
***Landover Hills, Maryland 20784***  
***301-773-6400 Fax: 301-341-9886***



January 7, 2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Re: Brekford's Automated Traffic Division

In a continued effort to make the Town of Landover Hills Speed Enforcement Public Safety Program a value to the community, Brekford Corporation, has provided excellent service to our agency. They continually provide and maintain the safety equipment, back office program support, finance management, and give professional advice to our department.

It has been a pleasure to work with Brekford and their committed personnel. Through my experience with working with Brekford Corporation, I am proud to recommend them as a Public Safety provider.

Sincerely,

A handwritten signature in black ink that reads "Col Henry Norris".

Colonel Henry Norris  
Chief of Police  
Landover Hills Police Department

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Salisbury, MD	Automated Speed Camera Program (2011-Present)	Up to 10 speed camera systems	\$2,000,000 annually	Major Scott Kolb  Skolb@ salisburydpd.com  410-713-5099

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

When The *Salisbury Automated Speed Enforcement Program* was being implemented, it was the largest program of its size on the Eastern Shore. Due to the size of the automated speed enforcement a lot of prejudice was cast on the program, its common functions and purpose.

### Successes

Successful implementation of the city’s program included; public awareness, public support, Implementation and Training the District Court, and dramatic decrease in speeders and accidents.

12/28/2015

Major Scott Kolb  
The City of Salisbury Police Department  
699 W Salisbury Pkwy,  
Salisbury, MD 21801

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 2107


**Brekford's Automated Traffic Division;**

It is my great pleasure to write this letter in support of Brekford Automated Enforcement Program.

I am the Automated Enforcement Program Administrator for the City of Salisbury. Brekford has worked very close with myself, the Police Department and City to go above call of duty and delivery outstanding service. In addition their equipment, ticket management application and program support have exceed all expectations.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Sincerely,



Major Scott Kolb

The City of Salisbury Police Department

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Hagerstown, MD	Automated Speed Camera Program (2012-Present)	Up to 20 systems	\$1,500,000 annually	Lt. Chad Woodring  CWoodring@ hagerstownpd.org  301-5732023

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

This pivotal Maryland City became one of the first programs in western Maryland. Given the culture of the area, it was expected that public acceptance would be a challenge in this contract. Also by a very slim margin of acceptance by the city Council, and a very conservative police chief; Brekford had to gain political and departmental acceptance.

To top it off, at the time, a number of very negative connotations had been attributed to automated traffic enforcement due to various other contractors providing subpar and potentially un-ethical practices.

### Successes

Although challenges arose early on, there has been a slew of positive press and public endorsements from this program. Although some of the city had its doubts about Brekford the city has been encouraged by the Brekford services, dedication to the program, and our cutting-edge technology.



## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
101 N. Business Blvd

21740-4696

Non-Emergency 301-790-3700  
Emergency 301-733-6000  
Fax 301-733-5513

1/6/2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Brekford's Automated Traffic Division:

As the City of Hagerstown Automated Enforcement Program Ombudsman, I have had the opportunity to work with Brekford's Automated Enforcement Program for the past several years. During that time, I have personally worked with Brekford in regards to our Safe Speeds for Students Program. The program has been overwhelmingly successful in reducing speeds in our school zones, thus helping to insure the safety of our students.

We appreciate Brekford's commitment, support, and willingness to stand behind us and their Automated Enforcement product and services.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Respectfully,

A handwritten signature in blue ink, appearing to read "Chad Woodring".

Lt. Chad Woodring  
Hagerstown Police Department  
Special Operations Division  
301-790-3700 ext. 250  
cwoodring@hagerstownpd.org



A National Accredited Law Enforcement Agency

## K. WORK FOR OTHER CLIENTS

We have no work for other clients that will be affected by this program, nor do we have any conflicts with work for other clients that would affect the prompt implementation and ongoing support for this program.

## L. PROPOSED WORK PROGRAM AND TIMELINE

See section “E. Project Schedule”.



## M. FINANCIAL STABILITY

Brekford is a solvent company that has been in business for nineteen (19) years. We are a publicly traded company (OCTQX: BFDI) with the financial backing of Rosenthal & Rosenthal (credit line) and Gemini Strategies (equity line). We have full capacity to fully fund the implementation and maintenance of the County's ASE program, with no cost to the County. Brekford has successfully implemented multi-million dollar projects in the public safety sector for nearly two decades. With annual revenues of approximately \$20 million and clients that include some of the largest local and federal agencies in the Mid-Atlantic, as well as international operations based in Saltillo, Mexico, we are more than capable to implement a program of this size.

Our fully audited financial statements, along with various public financial submissions, are available via the SEC website at [www.sec.gov](http://www.sec.gov).

## N. OTHER RELEVANT CRITERIA

As a Maryland company serving clients in Maryland two decades, Brekford believes we offer a superior solution with the added value of local support. Not only do we have years of experience in providing successful automated speed enforcement systems right here in Maryland, our foundation as a public safety service provider means that we have an inherent understanding of the challenges faced by our clients relative to systems, processes, procedures, and public education and awareness.

## O. PROPRIETARY INFORMATION – NOT FOR DISCLOSURE

This proposal does not contain any confidential or proprietary information that may not be disclosed by Calvert County, upon request.

## APPENDIX A: BREKFORD SPEED MONITORING SYSTEM

### ASE Equipment

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

#### ***Detection***

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

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

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

#### ***Camera***

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

#### ***Video***

The video camera delivers smooth and highly detailed video at 50/60 frames per second, helping to identify incidents in fast-paced environments. The video camera is equipped with a 1/2" sensor, delivering the very best video 1080P quality in the industry. The Wide Dynamic Range – Forensic Capture optimizes the video, highlighting details ensuring the video evidence is clear in all weather conditions. The camera also utilizes electronic image stabilization which improves video quality if the system in conditions of severe external vibrations.

How It Works

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

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

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

Figure – Violation Viewer

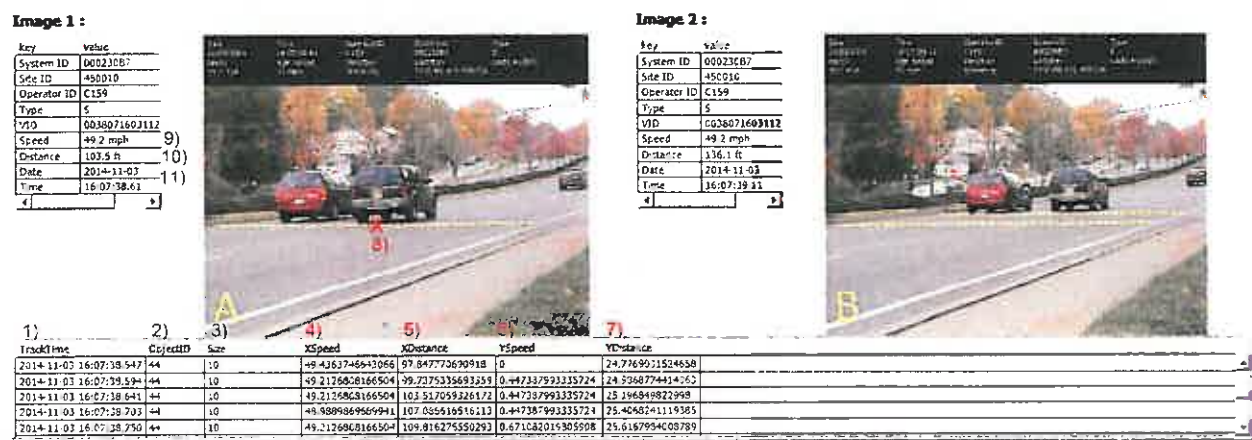


Figure - Violation Viewer Key

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

Figure – Data Bar

Date	Time	OperatorID	SystemID	Type
12/22/2015	11:05:08.47	C159	000230B8	S
Speed	Sign Speed	Direction	Location	Code:450010
47.9 mph	35 mph	Departing	7100 Blk MD 450 E/B	

24 Hour Video Surveillance and Storage

The system is equipped with a one (1)-terabyte MSATA solid-state hard drive. All violations are saved on the MSATA hard-drive in two locations; one for active data and one for data redundancy and archive data. The system is also equipped with a five-terabyte USB 3.0 ruggedized external hard drive back up which also stores over 90 days of surveillance video. The backed up file is housed in a secured separate compartment, accessible using a separate key from the cabinet housing’s key.

Data Integrity

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

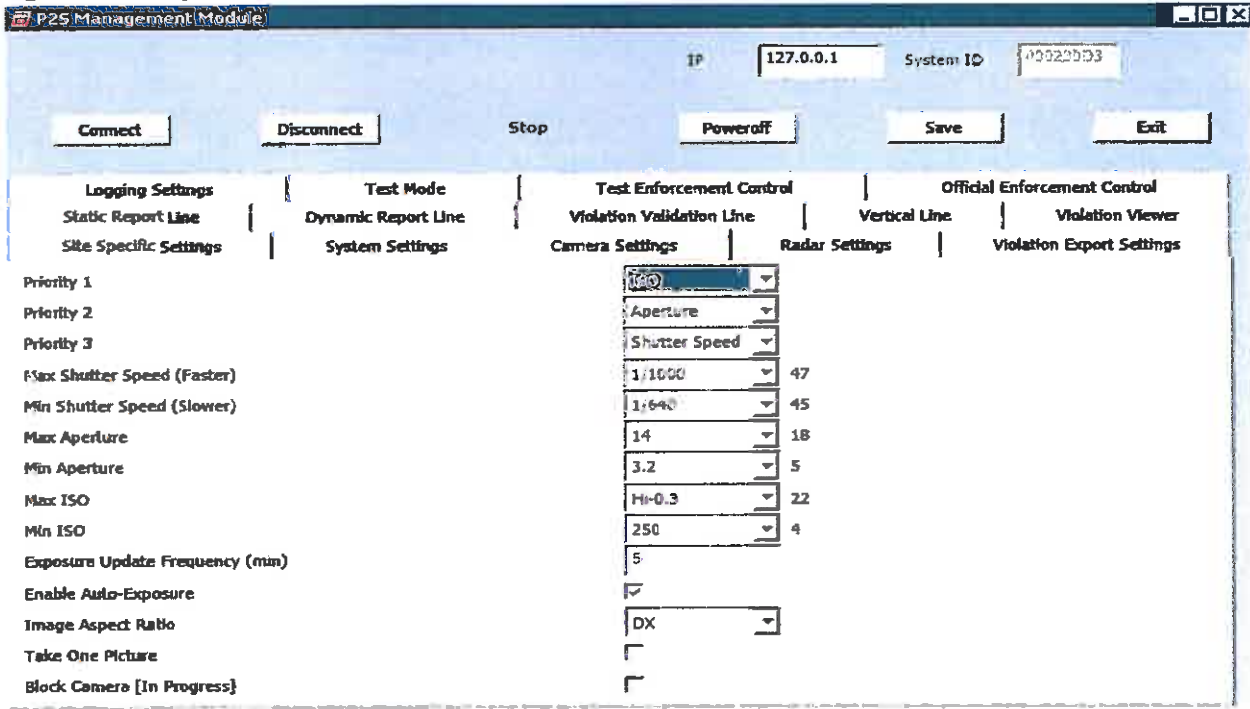
Figure – Management module login



System Management Modules

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

Figure – Management Module (Speed)



Capturing usable images during low-light/dark, sun-rise and sun-set can be extremely difficult. To accommodate for these difficult times of day and constant light change, our system uses a Solar Position

Table to automatically set the camera settings (ISO, Aperture and Shutter Speed) to the optimal settings and in turn produce usable images.

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

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

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

### ***Consecutive Violations***

A benefit to an automated speed enforcement system versus traditional enforcement is to perform a correctional action on ALL violators, versus traditional enforcement only being capable to perform correctional actions on a limited number of violators. With this in mind, the P2S system was built with the consideration of being able to capture violators in the scenario when two or more speed violations occurs at the same time. The P2S can capture a violation at 1/100th of a second after the prior violation validation image is captured. This superior capability of our automated enforcement system provides a solution for the County which will not only capture a maximum amount of violators, but also curve the driving behavior of a maximum amount of drivers.

### ***Speed System Capabilities***

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

- Central web-based application to manage camera setting, adjustments, location specifics, RADAR settings, and testing functions
- Photo-enhancer, to optimize photos for clear and usable vehicle's plates
- Remote access with 24/7 monitoring ability
- Time (synced with NTP server)
- Visual overlay identifying violating vehicle
- Able to enforce up to 5 lanes



- Simultaneous real-time tracking of up to 32 objects
- Full installation and enforcement ready in less than 2 hours
- ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified
- Solar-power capable

***Traffic Counting and Classification Capabilities***

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

***Housings***

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

**Pole-Mounted**

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

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

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

**Pole-Mounted**



Pole-Mounted

*Front and Back View*





**Semi-portable**

The Brekford Semi-Portable Traffic Safety Housing is a self-contained housing for RADAR speed enforcement. The housing is installed in a minimally intrusive manner. With a relatively small footprint, the housings are approximately the size and appearance of a public utility enclosure. Comprised of aircraft grade aluminum, Makron MR2 window and a triple anchor point hardened steel lock the enclosures are practically impossible to be breached. These devices utilize no external power source and do not require tunneling or tapping into utilities. Typical installation uses a pre-formed portable concrete pad or light weight composite pad installed at ground level off the road. Desired installs can be placed from a distance of 3' to 12' safely off the road in the direction of vehicle travel. An optional 24"x24"x12" base can also be used to raise the unit if needed.

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



Semi-portable



**Mobile**

The Brekford Mobile Traffic Safety Housing is a self-contained housing for intended use with RADAR speed enforcement. The housing was designed so it sits easily on the dash and can also be easily removed from the vehicle and operated on top the roof or a tripod or trailer where traffic or road conditions make parking the enforcement vehicle difficult or dangerous. This will facilitate enforcement based on traffic regulation needs and not technology limitations.

Portable Specifications	
Housing Material	Aircraft Grade Aluminum
Dimension	24 in. x 24 in. x 44 in
Camera Window	1/4 in. Makrolon MR2
Power	100 amp hour lithium ion battery
Power Source	Battery recharged every 3 days





Mobile





**Installation**

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

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

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

**Maintenance**

The County requires that all maintenance of supplied equipment shall be the responsibility of Brekford. Some vendors may interpret maintenance as simply making repairs on knocked down poles. However, Brekford is responsible for all maintenance of equipment in all its programs. This means that there will never be rust on our poles or boxes, cracked concrete foundations, or graffiti markings on the side of our equipment. Brekford realizes that the poles, boxes and housings on the side of the road are the most visible component of the program to the public. We ensure that our hardware always appears well maintained and rust free because as soon as the equipment appears to be in shoddy condition, people will question whether the systems calibration is accurate as well as other components of the program. Brekford technicians visit all sites no less than bi-weekly as part of a routine maintenance program.

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

*Brekford presents a proposed maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and will be at no cost to the County.*

***Repairs and Service***

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

**BREKFORF CAMERA REPAIR OPERATIONAL FLOWCHART**

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

***Differentiators***

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

## Specification Sheet



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

### PIIS Features and Highlights

#### ❖ General

- Low Power Consumption with Efficient and Accurate Performance
- Wide Temperature Range Operation
- All Weather Operation, High Availability
- Secure, Web-Based User Interface
- Simple installation and Low Cost Maintenance

#### ❖ Housing

- Mobile, Portable or Pole Mounted Options

#### ❖ 3D Tracking Radar

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

#### ❖ Capture Camera & Plate Enhancer Technology

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

Specifications	
Power	12V DC (Circuit Protected)
Operation Temp.	-22 to 158°F (-30 to +70°C)
Detection Range	350+ ft. (106 m)
Radar Beam Angle	35 Degrees
Camera Resolution	Up to 36 MP
Wireless Communication	3G/4G LTE (Location Dependent)

## APPENDIX B: BREKFORD iP360 CITATION PROCESSING



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

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

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

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

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

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

### **iManager**

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



### **iPROCESS**

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

### **iTAG**

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

### **iPRINT**

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

### **iCOURT**

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

### **iReport**

- *Comes bundled with preloaded general report categories*
  - *Statistical*

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

## APPENDIX C: PROGRAM MANAGEMENT TEAM RESUMES



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

**SUMMARY:**

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

**TECHNICAL SKILLS:**

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

**Operating System:** Windows 2012(R2)/2008(R2)/2003/XP/2000/NT

**Tools and Technologies:** .Net Framework 4.5/4.0/3.5/2.0, ASP.NET 4.0/3.5/2.0, ADO.Net, ASP, ADO, Web services, WCF, Visual Studio 2013/2012/2010/2008, Adobe Brackets

**Database Servers:** SQL Server 2005/2000/2008/2012&R2, Oracle 9i, MySQL, MongoDB

**Enterprise Servers:** IIS Server 8.5/7.5/7.0/6.0/5.0

**Design Tools:** Magic Draw, MS Visio, Adobe live Designer

**Configuration Management:** VSS, SVN, CVS, TFS, GitHub

**Reporting Tools:** .Net Reporting Services, Crystal Report, SQL Server Reporting Services

**PROJECT EXPERIENCE**

**Brekford Corp, Hanover, MD**  
 IT Manager /Developer

**Aug 2010– Present**

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

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

**Responsibilities**

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

**Environment**

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

## Exhibit A

### Ip360 Suite (Currently working)

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

### Environment

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

### Online Document Management ("IWorx")

#### Responsibilities

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

#### Environment

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

#### Tools used

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

### Trouble Ticket Management

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

### Web Payment

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

### Parking Solutions

Developed enterprise web based parking ticket management solutions.

Features include:

## Exhibit A

- Integrated Solution
  - Parking enforcement; permit management, online payment System, Hybrid Reporting
  - Based on both Plate and Summons based Platform
  - Built based on Open architecture (Industry Standard) (Interchangeable)
  - Scalable.
  - Secure Authentication
  - Fully tested Application
  - User/Mobile Friendly
  - Managed/Web Managed Solution
  - Work Across Multiple Platforms/browsers
  - Built on Ticket Management Philosophy
  - Dynamic/Hybrid reporting
  - Full built in Management/Quality Controls
  - Integrated Workflows
  - Cashiering Capabilities
  - Turn Key Operations for End to End Solutions
  - Centralized System.
- Tools Used (C#5.0,4.0/3.5, Entity Framework 5.0 , Stored Procedures, Telerik, Obout, Visual Studio, Asp.net, web services, JavaScript, Ajax, CSS, HTML, SQL Server).

### Beauty Parlor Website

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

#### Responsibilities:

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

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

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

#### Responsibilities:

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

#### Environment:

Bootstrap, HTML5, CSS, GIMP, JavaScript, JQuery

### Robert Technologies, Alameda, CA

Aug 2009 –Aug 2010

#### Role : Computer Technician

#### Responsibilities:

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

## Exhibit A

- Maintained records of hardware issues, performance and supplies.

### **Academic Qualifications and Certifications**

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

Vasu Ashwath  
Ph: (410) 302 6662  
Email: [Vasu.Ashwath12@gmail.com](mailto:Vasu.Ashwath12@gmail.com)

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

## **Professional Experience**

### ***Brekford Corp, Hanover MD 21076, 2011 - present***

#### ***Assistant Controller***

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

### ***Brekford Corp, Hanover MD 21076, 2010 - 2011***

#### ***Staff Accountant***

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

## Exhibit A

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

### ***Castle Wholesalers, Brentwood, Maryland, July 2008 to May 2010***

#### ***Accounting Assistant***

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

### ***Shah Associates CPA, Burtonsville, Maryland, March 2008 - June 2008***

#### ***Internship Program***

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

### **Technical Skills**

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

### **Education**

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

**MASAMI HOKAMA**

7904 Evesboro Drive  
Phone: (443)454-6473

Severn, MD 21144  
E-mail: [masami.hokama@gmail.com](mailto:masami.hokama@gmail.com)

**OBJECTIVE**

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

**SKILLS**

- CPR Certified
- Medical Laws & Ethics
- HIPAA Understand/Confidentiality
- HCPCS Coding Principles
- CMS-1500 form
- Perform CPT-4 Coding
- Perform ICD-9 Coding
- Insurance Form Preparation
- Medical Terminology
- Use of Office Machines
- Organize & File Patient Records
- Scheduling Appointments
- Billing/Collection Procedures
- Medical Billing Software
- Microsoft Office
- Fluent in Japanese

**EDUCATION**

TESST College of Technology  
**NHA Certified Billing and Coding Specialist; 4.0GPA**      Graduated 4/2012  
Baltimore, MD

Okinawa Christian Junior College,  
**Associate of Art, English**      Graduated 1987  
Okinawa, Japan

**EXPERIENCE**

Brekford Corp      3/2012-Present  
**Program Support Manager**      Glen Burnie, MD

- Manage day-to-day back office operations
- Oversee Customer Service and Processing
- Monitor and enforce Policy and procedures
- Assist in Quality Assurance and Processing when necessary

Communicare Family and Companies Inc.      2/2012 – 3/2012  
**Medical Billing and Coding Extern**      Glen Burnie, MD

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

VISA INC.      1995 – 2010  
**Customer Service Team Lead (2000 – 2010)**      Owings Mills, MD

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

**Customer Service Associate (1992 – 2000)**

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

OKINAWA KENSHINREN BANK

1987 – 1991



**Executive Secretary/Teller**

Okinawa, Japan

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

**VOLUNTEER WORK**

US-Japan Council, Washington DC

3/2011 – Present

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

## Frederick L. Lloyd

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

### EDUCATION

**TOWSON UNIVERSITY**, Towson, Maryland

September 2003 to January 2006

- BS in Sports Management with minor in Business Administration

**HARFORD COMMUNITY COLLEGE**, Bel Air, Maryland

August 2001 to May 2003

- General Studies

### WORK HISTORY

**BREKFORD CORPORATION**

January 2013 to Present

*Lead Field Engineer/Field Support Manager*

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

**AMERICAN TRAFFIC SOLUTIONS**

August 2007 to January 2013

*Field Engineer*

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

**THE TEL-NET GROUP,**

March 2007 to August 2007

*Field Technician*

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

**WELSH ENTERPRISES,**

May 2004 to August 2005

*Survey Crew*

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

### SKILLS

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

## **Frederick L. Lloyd**

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

### **REFERENCES**

**James Hausmann** –Former Supervisor  
443-418-6273

**Ty Brown** - Former Supervisor  
Scout (Retired), Kansas City Royals  
804-874-9747

**Tommy Lloyd** - Former Supervisor  
Project Manager/Partner, The Tel-Net Group  
443-250-1591

**Daniel Robbins** - Professional Contact  
Test Director, Aberdeen Test Center  
443-655-4434

## PAYAM POURAHMADI

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

### PERSONAL OVERVIEW

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

### PROFESSIONAL EXPERIENCE

**Brekford Corporation**, Hanover, MD

**November 2011 - Present**

*System Engineer*

*Manager of R&D/Product Development*

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

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

**ITT Technical Institute, Hanover, MD**

**January 2013 - Present**

*Member, Board of Advisors*

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

**Baltimore Properties Enterprise LLC, Baltimore, MD**

**February 2012- January 2014**

*Database Manager*

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

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

*Technical Specialist*

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

**EDUCATION**

**ITT Technical Institute**, Hanover, MD **2012-2014**  
Coursework relevant to Applied Science Information Technology – Computer Network Systems  
Honor's Student  
GPA: 3.82/4.0

**University of Maryland**, College Park, MD **2010 - 2012**  
Bachelor of Science, Biomedical Engineering  
GPA: 3.84/4.0

**Anne Arundel Community College**, Severna Park, MD **2008- 2010**  
Coursework relevant to Fundamental Engineering knowledge

**Informatics University of Iran**, Tehran, IR **2006-2007**  
Associate's Degree in Circuitry Engineering

### **COMPUTER SKILLS**

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

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

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

**Joshua Offermann**Phone: (410) 458-9358 | Email: Joshua.Offermann@gmail.com | LinkedIn: [www.linkedin.com/in/joshuaoffermann](http://www.linkedin.com/in/joshuaoffermann)

Address: 2 Homestead Drive, APT E, Owings Mills, MD 21117

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**PROFESSIONAL SUMMARY**

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Accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Organized, focused, and dedicated to accurate decision making, implementation and project management. Intelligence analysis knowledge including SIGINT, HUMINT, and GEOINT understanding, examination, and dispensation. Skilled in solution design, integration, and delivery. Exceptional multi-tasking, communication and time management abilities.

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**EDUCATION**

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**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
*Masters of Science in Intelligence Management*

Adelphi, MD  
September 2015

Related Coursework: Business Administration, Advanced Financial Decision Making, Intelligence Management, Intelligence Analysis, and Enforcement Led Intelligence.

**UNIVERSITY OF PHOENIX**  
*Bachelors of Science in Psychology*

Phoenix, AZ  
January 2013

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**EXPERIENCE**

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**BREKFORD CORP.**  
*Operations Support Specialist*

Hanover, MD  
Oct 15 - Present

- Enhance body worn camera division growth and development
- Operational support for an array of service offered by the company

**UNIVERSITY OF BALTIMORE, OFFICE OF TECHNOLOGY SERVICES**  
*Security Systems Specialist/Analyst*

Baltimore, MD  
Jan 14 – Oct 15

- Slashed system administration costs by negotiating pricing and fees, while ensuring the continuation and enhancements of systems and services.
- Rapaciously utilize the latest technologies to lower costs and improve system efficiency.
- Multi-factor analysis of system health and efficiency to develop a renewal and replacement plan of action.

**UNIVERSITY OF BALTIMORE POLICE DEPARTMENT**  
*Security Systems Specialist*

Baltimore, MD  
Jan 13 - Jan 14

- Efficaciously increased campus physical security system by a total of 114% across all systems.
- Execution of detailed crime statistics to analyze and design a strategic growth plan.
- Established business practices and growth plans to maintain and improve security systems.

**UNIVERSITY OF BALTOIRE POLICE DEPARTMENT**  
*Police Communications Officer*

Baltimore, MD  
Mar 11 – January 13

- Deliver emergency services to the campus community in emergency and non-emergency situations.

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**ADDITIONAL INFORMATION**

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**HIGHLIGHTS:**

- Strong writing abilities
- Correspondence management
- Technology Integrations/Implementation
- Emergency Operations
- Project Management
- Business Analysis
- Business process improvement
- Reporting and analysis
- Budgeting
- Cost-benefit analysis
- Intelligence analysis
- Public safety technology integration



## Exhibit A PROJECTS:

- Nationwide public safety radio interoperability integration
- Statewide video sharing network (MCAC) integration and deployment
- Protective services technology liaison (USSS) for Vice President Joe Biden
- Police technology integration (in-car-video, mobile safety app, video management system, and DAS system solutions)

# Patti Hamilton

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## Experience

### **Brekford Corporation**

#### **Project Manager**

- Managed five (5) Speed Camera programs.
- Responsible for client satisfaction, developing and managing budget, conversion rate, and increasing revenue.
- Developed program plans and implemented new programs, set project and task timelines.
- Managed and over-saw all internal departments on deliverables associated with contract service level agreements.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.
- Prepared and maintained statistic reports.
- Analyzed programs performance for growth, inefficiency and future forecast.

#### **Operations Manager**

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

### **Kidd International**

#### **Project Manager, Violation Enforcement**

- Managed all Violation Processing operations subcontracts for:
- Montgomery County Parking Enforcement, including Permit Sales offices (3), telephone customer service, and Parking Violations processing.
- DC Violations processing, including parking, moving, redlight camera, speed camera.
- Recruited, trained and supervised all operations personnel.
- Improving customer service based on Client feedback through the development of new policies and procedures. Successfully handled all

public related issues and complaints.

- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.

### **Supervisor, Document Processing**

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

### **PRWT**

#### **Production Clerk**

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

**AGREEMENT**

This Agreement made this 8<sup>TH</sup> day of March in the year 2016, by and between

**Brekford Corp.  
7020 Dorsey Road  
Building C  
Hanover, Maryland 21076**

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.  
WHEREAS, the contract for

**RFP Number 2016-105  
Automated Speed Enforcement System**

**for a unit price of Three Thousand One Hundred Dollars and No Cents (\$3,100.00) lease fee  
per month per unit**

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  
ADDENDA CERTIFICATION  
NON-DISCRIMINATION IN EMPLOYMENT  
SPECIFICATIONS  
GENERAL TERMS AND CONDITIONS  
LIMITS OF INSURANCE  
NON-COLLUSION CERTIFICATE  
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID  
AGREEMENT  
TECHNICAL PROPOSAL (QUALIFICATIONS AND EXPERIENCE)

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will 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 will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Brekford Corp.**

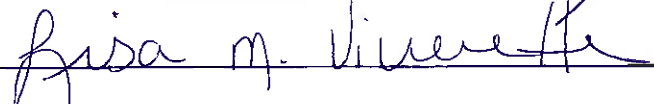
and the Board of County Commissioners of Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR FIRM NAME **Brekford Corp.**

AUTHORIZED CONTRACT REPRESENTATIVE  President and CEO (SEAL)  
SIGNATURE TITLE

WITNESS 

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY  (SEAL)

WITNESS 

APPROVED FOR LEGAL SUFFICIENCY ON 3/28/10

BY:   
COUNTY ATTORNEY



EXHIBIT B

OP ID: MC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Schoenfeld Ins. Assoc., Inc.  
6225 Smith Ave  
Baltimore, MD 21209

CONTACT NAME: Mary Castro

PHONE (A/C, No, Ext): 410-602-2000

FAX (A/C, No): 410-602-1160

E-MAIL ADDRESS: mcastro@schoenfeldins.com

PRODUCER CUSTOMER ID #: BREKF-1

INSURED  
Brekford Corp.  
&/or Brekford Corp.  
f/k/a Pelican Mobile  
Pelican Mobile Computers, Inc.  
Building C  
7020 Dorsey Road  
Hanover, MD 21076

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hartford

22357

INSURER B: Chesapeake Employers Ins Co

11039

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	30UUNAT6286	09/26/2016	09/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		30UUNAT6286	09/26/2016	09/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		30RHUAT6032	09/26/2016	09/26/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	5155534	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Hagerstown is Additional Insured under General Liability on a Primary and Non-contributory basis as respects written contract with insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Hagerstown  
One East Franklin Street  
Hagerstown, MD 21740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## EXHIBIT B

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Woodhome Insurance Group 1726 Reisterstown Rd., # 219  Baltimore MD 21208		<b>CONTACT NAME:</b> Richard Gottlieb <b>PHONE (A/C, No, Ext):</b> (410) 580-2800 <b>E-MAIL ADDRESS:</b> richard@woodhomeinsurance.com <b>FAX (A/C, No):</b>
<b>INSURED</b> Brekford Corp 7020 Dorsey Road Building C  Hanover MD 21076		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Markel/Essex Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> RETENTION \$  <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Errors & Omissions			IT810429	04/26/2017	04/26/2018	Aggregate 1,00,000 Each Occurrence 1,00,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City Of Hagerstown One East Franklin Street Hagerstown, MD 21740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Sherry Fyffe
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**CITY OF HAGERSTOWN, MARYLAND  
CONTRACT FOR COLLECTION SERVICES  
AS TO DELINQUENT ACCOUNTS**

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and BREKFORD CORP. ("BREKFORD" or the "CONTRACTOR") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under Speed Camera Enforcement Contract #300001; and

WHEREAS, the parties are terminating Contract #300001, and City desires for the Contractor to provide collection services as to delinquent accounts under an Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

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

**I. COLLECTION SERVICES**

- A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with Contract #300001 and/or the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

**II. COMPENSATION AND ACCOUNTING**

- A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
- B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
- C. For payments received by either party as to any delinquent accounts:
- a. For automated speed enforcement citations, issued prior to December 17, 2014, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
  - b. For automated speed enforcement citations issued on or after December 17, 2014, the Contractor shall be compensated twenty-eight percent (28%) of all payments.

**III. CONTRACT TERM**

- A. This Contract shall have a term beginning on the Effective Date and terminating on the \_\_\_\_ day of \_\_\_\_\_, 2020. Unless a party elects to terminate this Contract in accordance with Paragraph III. C., this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term.
- B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.
- C. The foregoing notwithstanding, either party shall have the right to terminate this Contract at the end of the of the then-current term, provided the terminating party gives written notice to the other of at least ninety (90) days prior to the conclusion of then-current term.

IV. PROCEDURE AND REFUNDS

- A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.
- B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.
- C. If the City notifies Contractor that it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

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

VI. ASSIGNMENT

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

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

BREKFORD CORP.

CITY OF HAGERSTOWN, MARYLAND

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

**Schedule A**

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



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

---

**Topic:**

Red Light Camera Update - *Chief Victor Brito*

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Memo\_-\_Red\_Light\_Camera\_Update.pdf

**Description**

Memo




# CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

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

July 3, 2017

To: Valerie Means,  
City Administrator

From: Victor V. Brito,   
Chief of Police

Re: Red Light Camera Update

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HPD is requesting Mayor & Council approval to present an update on the status of the Red Light Automated Enforcement program.



A Nationally Accredited Law Enforcement Agency

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

---

**Topic:**

Approval of an Ordinance: Land Management Code Amendments - Floodplain Ordinance Update

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Ordinance\_-\_Land\_Management\_Code\_Amendments\_-\_  
\_Floodplain\_Ordinance\_Update.pdf

**Description**

Ordinance



## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: July 11, 2017

**TOPIC:** Approval of an Ordinance:  
Land Management Code Amendments –  
Floodplain Ordinance Update

Charter Amendment

Code Amendment

Ordinance X

Resolution

Other

**MOTION:** I hereby move that the Mayor and City Council approve an ordinance to amend Chapter 140 (Land Management Code) of the City Code. These amendments repeal Articles 3 and 6 of the existing Chapter 140, and replace them in total with new Articles 3 and 6 which are appended to the attached ordinance. The newly updated Land Management Code that includes these new Articles 3 and 6 shall be identified as the Land Management Code, Version 3.1).

DATE OF INTRODUCTION:	6/20/2017
DATE OF PASSAGE:	7/11/2017
EFFECTIVE DATE:	8/15/2017



**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE OF THE CITY OF HAGERSTOWN,  
TO REVISE CHAPTER 140, *LAND MANAGEMENT CODE* TO INCORPORATE  
NUMEROUS REVISIONS RESULTING FROM FEMA ADOPTION OF UPDATED  
FLOODPLAIN MAPS AND STATE REVIEW OF THE CONTENT OF THE  
HAGERSTOWN FLOODPLAIN MANAGEMENT ORDINANCE (ARTICLE 6 OF THE  
LAND MANAGEMENT CODE)**

**RECITALS**

WHEREAS, by virtue of State Law and the City Charter, the City of Hagerstown regulates land use and development within the City; and

WHEREAS, the Mayor and Council have the responsibility to promote public health, safety and general welfare of the citizens of Hagerstown; and

WHEREAS, the City has participated in the National Flood Insurance Program (NFIP) for many years and has had a Floodplain Management Ordinance since April 17, 1978; and

WHEREAS, the Federal Emergency Management Agency (FEMA) has adopted new updated mapping of floodplains within the City of Hagerstown which will take effect on August 15, 2017; and

WHEREAS, the Maryland Department of the Environment (MDE), as part of this process, reviewed the Hagerstown Floodplain Management Ordinance and has requested numerous minor changes to the Ordinance and its definitions in order to update the City's Ordinance to State and Federal standards, and

WHEREAS, the Mayor and Council find it to be in the best interests of the citizens to revise Chapter 140 of the City Code as hereafter described;

NOW THEREFORE, BE IT RESOLVED, ENACTED AND ORDAINED by the Mayor and Council of the City of Hagerstown, Maryland, as it's duly constituted legislative body, as follows;

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended to revise Chapter 140, *Land Management Code* by repealing Articles 3 and 6 of the Land Management Code, as was approved by this body on October 25, 2016 and took effect November 24, 2016, referred to as *Land Management Code, Version 3.0*, and replace Articles 3 and 6 with revised text as attached to and incorporated in this ordinance.
3. The amended code in its entirety that shall take effect on August 15, 2017 shall be identified as the *Land Management Code, Version 3.1*.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED THAT** this enacting ordinance shall become effective immediately upon the expiration of thirty calendar days following its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

\_\_\_\_\_  
Donna K. Spickler, City Clerk

\_\_\_\_\_  
Robert E. Bruchey, II, Mayor

Date of Introduction:	June 20, 2017
Date of Passage:	July 11, 2017
Effective Date:	August 15, 2017

### ARTICLE 3

## Definitions

- A. **Rules of Construction.** Unless a contrary intention clearly appears, the following words and phrases shall have, for the purposes of this Chapter, the meanings in the following clauses:
1. Words used in the present tense include the future.
  2. The singular includes the plural, the masculine includes the feminine or neuter gender.
  3. The word "person" includes a corporation, firm, institution, partnership, association or any legal entity.
  4. The word "shall" is mandatory and not directory.
  5. The word "Commission" and the words "Planning Commission" shall always mean the City of Hagerstown Planning Commission.
  6. The word "Office" and the words "Planning Office" shall always mean the Planning and Code Administration Department for the City of Hagerstown, Maryland.
  7. The words "Mayor and Council" and the words "Mayor and City Council" or "Council" shall always mean the legislative body of Hagerstown, Maryland.
  8. The word "county" shall always mean Washington County, Maryland.
  9. The word "city" shall always mean the City of Hagerstown, Maryland.
  10. Following each definition is a reference in parentheses to an article or section of an article of this Chapter. This reference is provided as a convenient reference to the place in this Chapter in which it is most frequently found and used. Regardless of the reference provided, however, all definitions as found herein apply to the entire Chapter unless specifically otherwise indicated or limited by reference to a particular article.
- B. **When Terms Are Not Defined.** Any word or term not defined herein shall be used with a meaning of standard usage. When multiple definitions of a single term exist, the term shall be given the meaning for each Article hereof as indicated.

**This page intentionally left blank.**

C. **Definitions.** As used in this Chapter, the following terms shall have the meanings indicated:

***ACCESSORY BUILDING, USE OR STRUCTURE –***

1. As pertains to Article 4, a use or structure on the same lot or adjacent lot under the same ownership with and of a nature customarily incidental and subordinate to the principal use or structure. Typically, an accessory use occupies not more than 25% of the space occupied by the principal use and its permitted accessory uses. (*Zoning*)
2. As pertains to Article 6, a building or structure on the same lot with, and of a nature customarily incidental and subordinate to, the principal structure. For the purposes of these regulations, an accessory structure shall be used solely for parking of vehicles and limited storage. (*Floodplain*)

***ADULT ENTERTAINMENT BUSINESS –***

1. An adult book store, being an establishment having a substantial or significant portion of its stock in trade devoted to the sale or rental of books, magazines, periodicals, motion pictures, films, videos, DVDs, or other similar images by any medium which are distinguished or characterized by their emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas” (as defined in this Article), or products, devices or novelties designed or sold primarily for the purpose of stimulation of human genital or sexual gratification. (*Zoning*)
2. An adult motion picture theater or adult mini-motion picture theater, as defined in this Article. (*Zoning*)

***ADULT MOTION PICTURE THEATER*** – An enclosed building with a capacity of 50 or more persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas,” for observation by patrons herein. (*Zoning*)

***ADULT MINI-MOTION PICTURE THEATER*** – An enclosed building with a capacity for less than 50 persons used for presenting material distinguished or characterized by an emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas,” for observation by patrons herein. (*Zoning*)

***AFFORESTATION – (Forest Conservation)***

1. Establishment of a forest on an area from which forest cover has been absent for a long period of time;
2. Planting of open areas which are not presently in forest cover; or
3. Establishment of a forest according to procedures set forth in the Forest Conservation Technical Manual.

***AGREEMENT TO SUBMIT AN ELEVATION CERTIFICATE*** – A form on which the applicant for a permit to construct a building or structure, to construct certain horizontal additions, to place or replace a manufactured home, to substantially improve a building, structure, or manufactured home, agrees to have



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an Elevation Certificate prepared by a licensed professional engineer or licensed professional surveyor, as specified by the Floodplain Administrator, and to submit the certificate:

1. Upon placement of the lowest floor and prior to further vertical construction; and
2. Prior to the final inspection and issuance of the Certificate of Occupancy. (*Floodplain*)

**AGRICULTURAL ACTIVITY** – Farming activities including plowing, tillage, cropping, installation of best management practices, seeding, cultivating, and harvesting for production of food and fiber products (except commercial logging and timber harvesting operations), the grazing and raising of livestock, aquaculture, sod production, orchards, nursery, and other products cultivated as part of a recognized commercial enterprise. (*Forest Conservation*)

**AGRICULTURAL AND RESOURCE AREAS** – Undeveloped areas zoned for densities of less than or equal to one dwelling unit per acre. (*Forest Conservation*)

**AGRI-TOURISM** – Any activity carried out on a farm or ranch that allows members of the general public, for recreational, entertainment, or educational purposes, to view or enjoy rural activities, including farming, wineries, ranching, historical, cultural, harvest-your-own activities, or natural activities and attractions. An activity is an agri-tourism activity whether or not the participant paid to participate in the activity. (*Zoning*)

**ALLEY** – A public or private way which is used primarily for vehicular service access to the rear or the side of properties otherwise abutting a street. (*Subdivision and Land Development*)

**ALTERATION** – Any act or process that changes one or more of the exterior architectural features of a structure, including, but not limited to, the erection, construction, reconstruction, relocation, or demolition of any structure. (*Zoning – Historic*)

**ALTERATION OF A WATERCOURSE** – Includes, but is not limited to widening, deepening or relocating a channel, including excavation or filling of the channel. Alteration of a watercourse does not include construction of a road, bridge, culvert, dam, or in-stream pond unless the channel is proposed to be realigned or relocated as part of such construction. (*Floodplain*)

**APARTMENT BUILDING OR COMPLEX** – See “dwelling, multi-family.” (*Zoning*)

**APPLICANT** – The party applying for permits or other approvals required by this Code. (*Subdivision and Land Development*)

**APPROVED FOREST MANAGEMENT PLAN** – A document: (*Forest Conservation*)

1. Approved by the Department of Natural Resources forester assigned to the City in which the property is located; and
2. Which operates as a protective agreement for forest conservation as described in the Natural Resources Article, §5-1607(e) and (f), Annotated Code of Maryland.

**APPURTENANCES AND ENVIRONMENTAL SETTINGS** – All that space of grounds and structures thereon which surrounds a site, structure, or district and to which it relates physically and/or visually.

Appurtenances and environmental settings shall include, but not be limited to, walkways and driveways (whether paved or not), vegetation (including trees, gardens, lawns), rocks, pasture, cropland and waterways. This includes historical open spaces, i.e., setbacks, parks and public squares. (*Zoning – Historic*)

**AREA, GROSS** – The total horizontal space within a lot or parcel of land before public streets, environmental features, or dedications are deducted from the lot or parcel. (*Zoning*)

**AREA OF SHALLOW FLOODING** – A designated Zone AO on the Flood Insurance Rate Map with a 1% percent annual chance or greater of flooding to an average depth of one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flow may be evident, such flooding is characterized by ponding or sheet flow. (*Floodplain*)

**ARTICULATION** – Giving of emphasis to architectural elements (such as roof lines, windows, balconies, entries, etc.) that create a complementary pattern of rhythm, dividing large buildings into smaller, identifiable spaces. See illustrative example below. (*Zoning*)

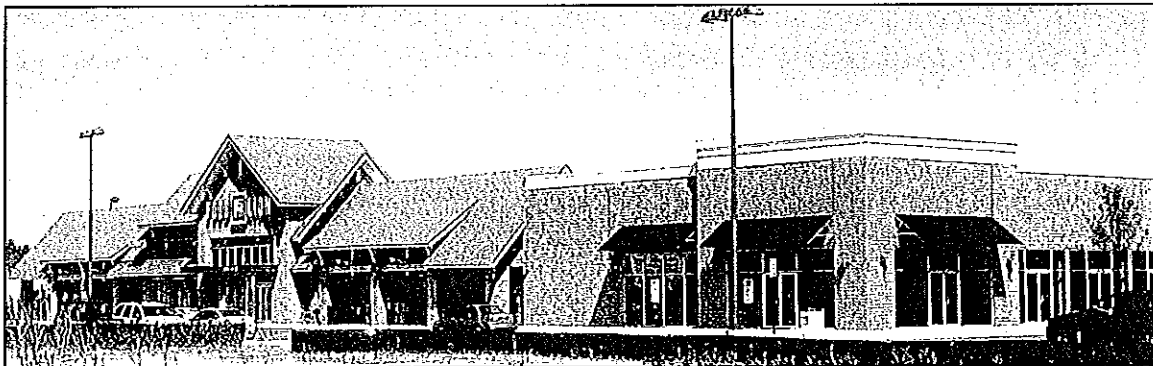


Figure 1. Note the articulation of the larger store to the left and the corresponding lack of articulation on the smaller store on the right.

**ARTIST LIVE-WORK SPACE** – The use of all or a portion of a building for both artistic use and residential use. This use is particularly viewed as a desirable means of fostering and promoting the redevelopment of former commercial and industrial buildings for non-traditional residential/workspace. (*Zoning*)

**ARTISTIC USE** – Artistic use shall be defined as:

1. The creation or assemblage of visual art or other fine art objects for the purpose of sale, display, commission, consignment, or trade by artists or artisans; and
2. Performance art by dancers, musicians, singers, actors, etc., that will be practiced or rehearsed in an “artist live-work space.” (*Zoning*)

**ASSISTED-LIVING FACILITY FOR THE ELDERLY AND/OR DISABLED** – A residential care alternative to a nursing home for the elderly and/or disabled that provides for independent living accommodations with around-the-clock supervision, communal dining and social activity facilities for the residents, and offering choices in personal care and health-related services that are customized to meet the

personal needs of each resident. (See definitions of "Residential Facilities with In-House Professional Care" and "Transitional Residential Facilities" for care of persons with mental health issues or chemical dependency). (*Zoning*)

**ATTACHED WIRELESS COMMUNICATION FACILITY (ATTACHED WCF)** – An antenna array that is attached to an existing building or structure, with any accompanying device which attaches the antenna array to the existing building or structure, transmission cables, and an equipment facility which may be located either inside or outside the attachment structure. (*Zoning – Wireless*)

**BAKERY, RETAIL** – A business engaged in making and selling on-premise flour-based baked goods, such as bread, cookies, cakes, pastries, and pies. (*Zoning*)

**BASE BUILDING** – The building to which an addition is being added. This term is used in provisions relating to additions in Article 6. (*Floodplain*)

**BASE FLOOD** – The flood having a 1% chance of being equaled or exceeded in any given year. The base flood also is referred to as the 1% annual chance 100-year flood. (*Floodplain*)

**BASE FLOOD ELEVATION** – The water surface elevation of the base flood in relation to the datum specified on the community's Flood Insurance Rate Map. In areas of shallow flooding, the base flood elevation is the highest adjacent natural grade elevation plus the depth number specified in feet on the Flood Insurance Rate Map, or at least four feet if the depth number is not specified. (*Floodplain*)

**BASEMENT** – Any area of the building having its floor subgrade (below ground level) on all sides. (*Floodplain*)

**BED AND BREAKFAST** – A facility that serves the traveling public with sleeping rooms and at least one meal per day for overnight guests only in a setting reflecting a residential rather than a commercial character. (*Zoning*)

**BENCH MARK** – A monument for which an accurate elevation has been established and shown on the plat or as defined by the United States Geological Survey, NAVD 88 or NGVD 29. (*Subdivision and Land Development*)

**BLACKSMITH/FARRIER** – One that forges and shapes iron with anvil, hammer, and similar tools, for the purpose of creating artisan products and/or shaping and applying horseshoes to horses. (*Zoning*)

**BLOCK** – Grouping of lots unseparated by streets, parks, main waterways, or other natural barriers, or subdivision boundary lines. (*Subdivision and Land Development*)

**BOARDING- OR ROOMING-HOUSE** – A dwelling or part thereof where meals and/or lodging are provided, for compensation, for persons not transients. (*Zoning*)

**BOARD OF ZONING APPEALS** – The duly appointed Board of Zoning Appeals for the City of Hagerstown, Maryland. (*Zoning*)

**BREWERY** – Establishments primarily engaged in brewing beer, ale, malt liquors, and nonalcoholic beer. (*Zoning*)

**BREW PUB** – A pub or restaurant that brews beer on the premises, as an accessory activity. (Zoning)

**BUFFER YARD** – A strip of land which is established to separate adjacent properties or zoning districts and which contains natural or planted vegetation, berms, walks, or fences. (Subdivision and Land Development – Landscaping)

**BUILDING** –

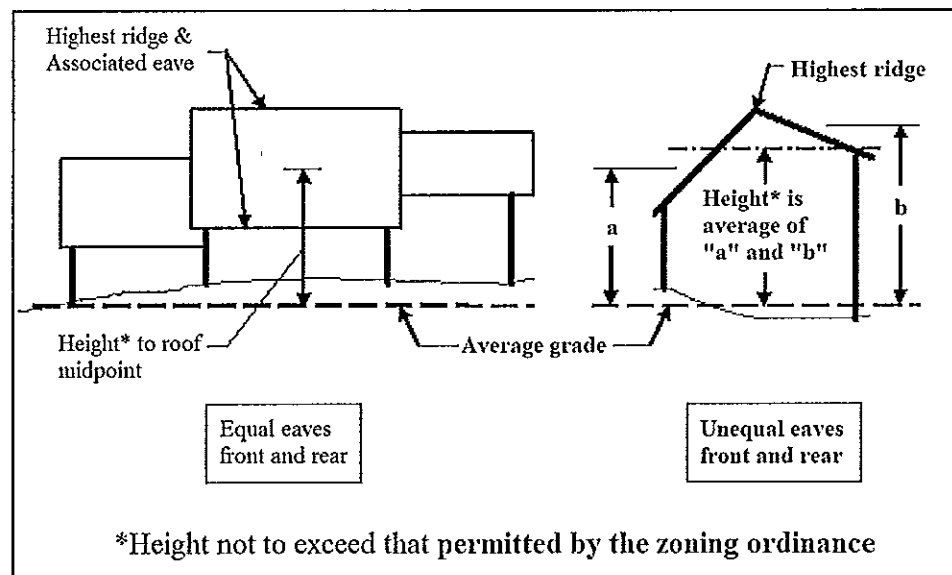
1. As pertains to Article 4, any structure which is permanently affixed to or located permanently or semi-permanently on the land, has one or more floors and a roof and is bounded by either open area or the lot lines of a zoning lot.

For the purposes of setback requirements, "building" shall include any feature such as a shed, garage, carport, breezeway, port cochere or similar feature that is attached to a building or located within three feet of a building, and carports regardless of whether it is attached to a building. Eaves and bay windows shall not be included as buildings or parts thereof for the purposes of setbacks. (Zoning)

2. As pertains to Article 5, a permanent structure having a roof which is used or intended to be used for the shelter or enclosure of persons, animals, or property. The word "building" shall include any part thereof. (Subdivision and Land Development)

**BUILDING, HEIGHT OF** – The vertical distance from the grade to the top of the highest roof beams, surface of a flat roof, or the mean level of the highest gable or slope of a hip roof. When a building faces on more than one street, the height shall be measured from the average of the grades at the center of each street front. For further explanation, refer to Article 4, Subsection K.2 and the following illustration. (Zoning)

Figure 2. This illustration depicts the definition of "building height"



**BUILDING CODE(S)** – The effective Building Construction Code of the City of Hagerstown (Chapter 64, Article I-VI, of Hagerstown’s City Code), including the building code, property maintenance code, electrical code, plumbing code, and mechanical code. This definition shall be applied only to Article 6. (*Floodplain*)

**BUILDING LINE** – The line established beyond which a building shall not extend as determined by front, side, and rear yard requirements. (*Subdivision and Land Development*)

**BUTCHERING** – Processing of animal meats and poultry products where meat processing is limited to making cuts of meat from pre-processed carcasses. (*Zoning*)

**CALIPER** – The diameter measured at two inches above the transition zone between stem and root at the ground line of a tree or seedling. (*Forest Conservation*)

**CALIPER INCHES** – Quantity in inches of the diameter of trees measured at six inches above the ground for trees four inches or less in trunk diameter and 12 inches above the ground for trees over four inches in trunk diameter. (*Subdivision and Land Development – Landscaping*)

**CELL ON WHEELS (COW)** – A mobile cell site that consists of a cellular antenna tower and electronic radio transceiver equipment on a truck or trailer, designed to be part of a cellular network for the purpose of providing additional coverage or capacity during special events, civil emergency, brief testing coverage at a particular location, or similar use for brief periods of time. (*Zoning*)

**CEMETERY** – A tract of land managed as a business or by a not-for-profit entity for the purpose of interring human remains and ashes in the ground, in mausoleums or columbaria. (See related definition of “Human Burial Site”). (*Zoning*)

**CERTIFICATE OF APPROPRIATENESS** – A certificate issued by the Historic District Commission indicating its approval of plans for alteration, construction, reconstruction, relocation, or demolition of a landmark or of a site or structure within a historic district. (*Zoning – Historic*)

**CERTIFICATE OF HARDSHIP** – A certificate issued by the Historic District Commission authorizing an alteration, construction, removal, or demolition, even though a Certificate of Appropriateness has previously been denied. (*Zoning – Historic*)

**CITY CENTER** – That area within the boundaries of the CC-MU (City Center-Mixed use) Zoning District. (*Zoning*)

**CITY ENGINEER** – The duly designated City Engineer of the City of Hagerstown, Maryland. (*Subdivision and Land Development*)

**CITY FINANCE DIRECTOR** – The duly designated Finance Director of the City of Hagerstown, Maryland. (*Subdivision and Land Development*)

**CITY STANDARDS** – Those improvements as defined herein which are necessary for development and which are approved and accepted by the City Engineer. See Public Ways Construction Standards and Engineering Guidelines. (*Subdivision and Land Development*)

**CLUSTER DEVELOPMENT** – A method of developing land where the housing is built in groups. Cluster development allows a reduction in the size of the lots. The remaining undeveloped land is required to remain as common open space. (*Subdivision and Land Development*)

**CO-LOCATION** – Use of a common wireless communication facility (WCF) or common site by two or more wireless license holders or by one wireless license holder for more than one type of communications technology and/or placement of a WCF on a structure owned or operated by a utility or other public entity. (*Zoning*)

**COMMERCIAL AND INDUSTRIAL USES** – Manufacturing operations, office complexes, shopping centers, retail and wholesale sales facilities, and other similar uses and their associated storage areas, yarding, and parking areas for either a profit or on a non-profit basis. (*Forest Conservation*)

**COMMERCIAL FARMING** – Crops and livestock grown for distribution to wholesalers and retail outlets or direct retail sale and not primarily intended for household consumption by the producer. Commercial farming also includes crops grown to be fed to the producer's own livestock in a commercial farming operation. (*Zoning*)

**COMMERCIAL LOGGING OR TIMBER HARVESTING OPERATIONS** – The cutting and removing of tree stems from a site for commercial purposes, leaving the root mass intact. (*Forest Conservation*)

**COMMERCIAL VEHICLE** – Any self-propelled or towed vehicle used or designed to be used in commerce to transport passengers (other than the driver) or cargo. (*Zoning*)

**COMMUNITY GARDEN** – The sole principal permitted use of land managed by a public or non-profit organization or a group of individuals, and is used to grow plants and harvest food or ornamental crops for use by those cultivating the land and their households. The crops grown are not for sale or redistribution. Community gardens may be divided into separate plots for cultivation by one or more individuals or may be farmed collectively by members of the group and may include common areas maintained and used by group members. All uses shall comply with the accessory structure use setbacks for the district in which it is located. (*Zoning*)

**COMMUNITY** – As pertains to Article 6, a political subdivision of the state of Maryland (county, city or town) that has authority to adopt and enforce floodplain management regulations within its jurisdictional boundaries. (*Floodplain*)

**COMPREHENSIVE PLAN** – The policies, statements, goals and interrelated plans for private and public land use, transportation, and community facilities documented in texts and maps which constitute the guide for the City's future development, including all amendments thereto and all related general plans, master plans, and community plans adopted by the Mayor and City Council in accordance with the Land Use Article of the *Annotated Code of Maryland*. (*Subdivision and Land Development*)

**CONDOMINIUM** – A system of separate ownership of individual units in multi-unit projects on land in common ownership as defined in the *Annotated Code of Maryland*. (*Zoning*)

**CONFECTIONERY, RETAIL** – A business engaged in making and selling on-premise candy, chocolates, and other confections that are made primarily of sugar. (*Zoning*)

**CONTRIBUTING RESOURCE** – An historic building or open space which contributes to the significance of the historic district, but does not appear to be eligible for individual listing on the National Register of Historic Places. In the historic resource ranking system, this is generally known as those resources ranked B and C. (*Zoning – Historic*)

**CONVENIENCE STORE** – An establishment which sells snack foods, packaged or prepared food and beverages, and other food and convenience items for consumption off premises, and, under the terms of this Chapter, may also sell gasoline in specified zoning districts. (*Zoning*)

**CORRECTIONAL INSTITUTION** – Government facilities, quasi-government facilities and facilities privately run on government contract for the purpose of confinement, correction and rehabilitation of adult and/or juvenile offenders sentenced by a court. (*Zoning*)

**CRITICAL AND ESSENTIAL FACILITIES** – Buildings and other structures that are intended to remain operational in the event of extreme environmental loading from flood, wind, snow or earthquakes. Critical and essential facilities typically include hospitals, fire stations, police stations, storage of critical records, facilities that handle or store hazardous materials, and similar facilities. (*Floodplain*)

**CRITICAL HABITAT AREA** – A critical habitat for an endangered species and its surrounding protection area. A critical habitat area shall: (*Forest Conservation*)

1. Be likely to contribute to the long-term survival of the species;
2. Be likely to be occupied by the species for the foreseeable future; and
3. Constitute habitat of the species which is considered critical under Natural Resources Article, §4-2A-04 and 10-2A-04, *Annotated Code of Maryland*.

**CRITICAL HABITAT FOR ENDANGERED SPECIES** – A habitat occupied by an endangered species as determined or listed under Natural Resources Article, §4-2A-04 and 10-2A-04, *Annotated Code of Maryland*. (*Forest Conservation*)

**CUL-DE-SAC** – A street with a single common ingress and egress and with a turnaround at the end. (*Subdivision and Land Development*)

**DAY-CARE, ADULT** – A facility providing care for the elderly and/or functionally impaired adults, not the relatives of the provider, in a protective setting for periods of less than 24 hours per day, in a place other than the care recipient's own dwelling unit. (*Zoning*)

**DAY-CARE, CHILD** – The care of five or more children, not the children or relatives of the provider, on a regular basis for periods of less than 24 hours per day, in a place other than the child's own dwelling unit. (*Zoning*)

**DECLARATION OF INTENT** – A signed and notarized statement by a landowner or the landowner's agent certifying that the activity on the landowner's property is exempted and complies with Article 7, Subsection A.3.c of this Chapter. (*Forest Conservation*)

**DECLARATION OF LAND RESTRICTION (NONCONVERSION AGREEMENT)** – A form signed by the owner to agree not to convert or modify in any manner that is inconsistent with the terms of the permit and these regulations, certain enclosures below the lowest floor of elevated buildings and certain accessory structures. The form requires the owner to record it on the property deed to inform future owners of the restrictions. (*Floodplain*)

**DEDICATION** – The dedication of land by the developer for any general and public uses, in accordance with the provisions herein. (*Subdivision and Land Development*)

**DEMOLITION BY NEGLIGENCE** – The failure to provide ordinary and necessary maintenance and repair to a landmark or site or structure within an historic district, whether by negligence or willful neglect, purpose or design, by the owner or any party in possession of such a site, which results in any of the following conditions:

1. The deterioration of the foundations, exterior walls, roofs, chimneys, doors, or windows, so as to create or permit a hazardous or unsafe condition to exist; or
2. The deterioration of the foundations, exterior walls, roofs, chimneys, doors, windows, the lack of adequate waterproofing, or the deterioration of interior features which will or could result in permanent damage, injury, or loss of or loss to foundations, exterior walls, roofs, chimneys, doors, or windows. (*Zoning – Historic*)

**DENSITY, GROSS** – The number of dwelling units within the gross area of a development divided by the total gross area. (*Zoning*)

**DESTINATION RETAIL USE** – Any development containing one or more retail units occupying more than 75,000 square feet of gross floor area, including outdoor seasonal display areas. (*Zoning*)

**DEVELOPER** – Any person commencing proceedings under these Regulations to effect a subdivision or development of land as defined herein. (*Subdivision and Land Development*)

**DEVELOPER AGREEMENT** – A written document between the Developer and the City which may limit, condition, or further define the process for a particular development. (*Subdivision and Land Development*)

**DEVELOPMENT** – Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, placement of manufactured homes, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. (*Floodplain*)

**DEVELOPMENT PLAN** – A set of plans indicating the proposed layout of the subdivision or site showing lots, roads, water, sewer, engineering data, utilities, and other requirements prepared in accordance with these Regulations, which is presented for construction approval, prior to preparation of the Final Plat. (*Subdivision and Land Development*)

**DEVELOPMENT PROJECT** – The grading or construction activities occurring on a specific tract that is 40,000 square feet or greater. "Development project" includes redevelopment. (*Forest Conservation*)



**DEVELOPMENT PROJECT COMPLETION** – For the purposes of afforestation, reforestation, or payment into a fund: (*Forest Conservation*)

1. The release of the performance bond, or surety, if required by Article 7 of this Chapter; or
2. Designation by the Planning and Code Administration Department that a:
  - a. Development project has been completed, or
  - b. Particular stage of a staged development project, including a planned unit development, has been completed.
3. The release of any bond or surety not required under Article 7 of this Chapter shall not be construed to mean the completion of afforestation, reforestation, or payment into a fund, as required by this Chapter.

**DISTILLERY** – Establishments primarily engaged in distilling potable liquors, distilling and blending liquors, and/or blending and mixing liquors and other ingredients. (*Zoning*)

**DISTRICT, HISTORIC** – A district designated by the Mayor and City Council for its historical, archaeological, or architectural significance to Hagerstown, the preservation of which is deemed to be for the educational, cultural, economic and general welfare of the citizens of Hagerstown. An historic district includes all property within its boundaries, whether publicly or privately owned. (*Zoning – Historic*)

**DISTRICT, ZONING** – A portion of territory designated on the Official Zoning Map within which certain uniform regulations and requirements of various combinations thereof apply under the provisions of this Chapter. (*Zoning*)

**DORMITORY** – A structure specifically designed and used for a long-term stay by students of a college, university, or other academic or trade school for the purpose of providing rooms for sleeping purposes. Eating facilities may be permitted either in-unit or in a common kitchen/dining room. A dormitory shall include common gathering rooms for social purposes, and shall not be used for year-round uninterrupted use. (*Zoning*)

**DWELLING** – A building containing one or more dwelling units. The term, “dwelling,” or any combination thereof shall not be deemed to include hotel, rooming house, motel, clubhouse, hospital, or other accommodations used for more or less transient occupancy. A dwelling may be constructed in the traditional stick-built open-frame construction process or assembled from industrialized building components (modular homes). (*Zoning*)

**DWELLING, COURTYARD APARTMENTS** – A multi-family building containing three or more dwelling units arranged around an internal parking court, or an open space designed as an aesthetic benefit, each with its own outside entrance, each separated by a party wall or walls extending vertically from the ground to the roof, on land in common ownership without subdivided lot lines, with at least one side of the structure fronting on a public street. (*Zoning*)

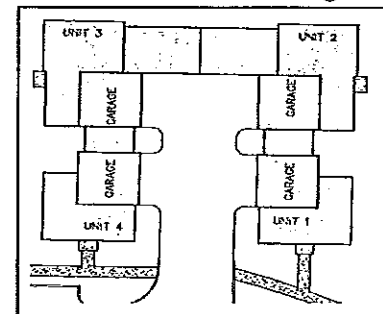


Figure 3. Courtyard Apartments

**DWELLING, MANSION APARTMENT HOUSE** – Three or more dwelling units arranged in a flat-over-flat configuration in a single building with an exterior design of a large single-family, attached or detached house fronting a public street. (*Zoning*)

**DWELLING, MOBILE (MANUFACTURED)** – A dwelling structure that is transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without permanent foundation when connected to the required utilities. The term manufactured home or mobile home shall not include a recreational vehicle. (*Zoning and Floodplain*)

**DWELLING, MODULAR (INDUSTRIALIZED BUILDING)** – A building assembly or system of building subassemblies manufactured in its entirety, or in substantial part, off site and transported to a site for installation or erection, with or without other specified components, as a building or as part of a finished building that comprises two or more industrial building units, and includes the electrical, plumbing, heating, ventilation, insulation and other service systems necessary for residential occupancy. This definition shall not be interpreted to include mobile (“manufactured”) homes. (*Zoning*)

**DWELLING, MULTIPLE-FAMILY** – A building containing three or more dwelling units (an apartment house), including triplex and quadraplex. (*Zoning*)

**DWELLING, QUADRAPLEX** – A building containing four dwelling units, each with its own outside entrance and each separated by a party wall or walls extending vertically from the ground to the roof. (*Zoning*)

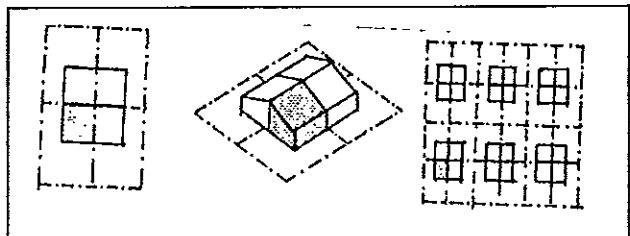


Figure 4 – Quadraplex Dwelling

**DWELLING, SEMI-DETACHED** – One of two buildings arranged or designed as single-family dwellings located on abutting lots and attached by a wall, without openings, extending from the cellar floor to the highest point of the roof along the common lot line and separated from any other building or structures by space on all sides. (*Zoning*)

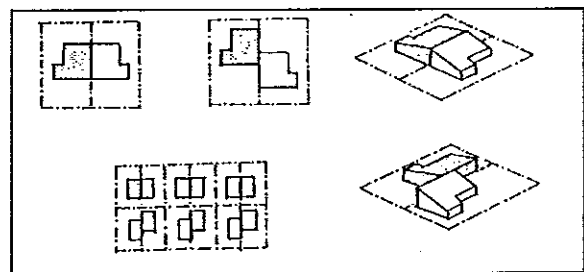


Figure 5 – Semi-Detached Dwelling

**DWELLING, SINGLE-FAMILY** – A detached building containing not more than one dwelling unit and not occupied by more than one family, constructed on a fully enclosed masonry foundation. (*Zoning*)

**DWELLING, STACKED APARTMENT UNITS** – Three or more dwelling units arranged along a corridor, in a single building with multiple stories and fronting a public street. (*Zoning*)

**DWELLING, TOWNHOUSE** – One of a series of three or more attached dwelling units separated from one another by continuous vertical party walls without openings from basement floor to roof. (*Zoning*)

**DWELLING, TRIPLEX** – A building containing three dwelling units arranged or designed each with its own outside entrance and each separated by a party wall or walls extending vertically from the ground to the roof. (*Zoning*)

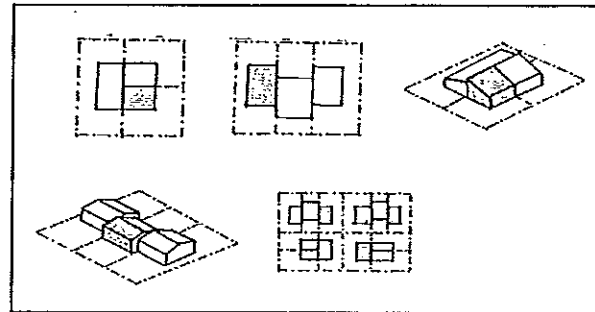


Figure 6 – Triplex Dwelling

**DWELLING, TWO-FAMILY** – A building located on one zoning lot containing not more than two dwelling units, arranged one above the other or side by side, sharing a common wall or floor and not occupied by more than two families. (*Zoning*)

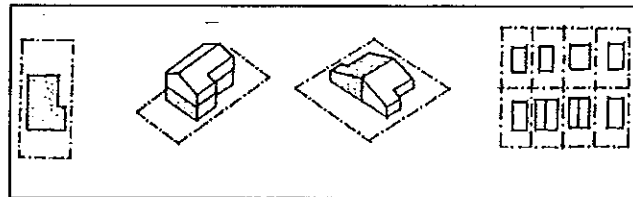


Figure 7 – Two-Family Dwelling

**DWELLING UNIT** – One or more rooms in a residential building or in a mixed-use building which are arranged, designed, used or intended for use by one or more persons living together and maintaining a common household and which include lawful cooking space and lawful sanitary facilities reserved for the occupants thereof. (*Zoning*)

**EARTH TONE** – A color scheme that draws from a color palette of browns, tans, greys, greens, oranges, whites and reds. The colors in an earth tone scheme are muted and flat in an emulation of the natural colors found in soil, moss, trees and rocks. Many earth tones originate from clay earth pigments such as umber, ochre and sienna. (*Subdivision and Land Development*)

**EASEMENT** – An interest in real property generally established in a real estate document or on a recorded plat to reserve, convey or dedicate the use of land for a specialized or limited purpose without the transfer of fee title. (*Subdivision and Land Development*)

**ELEVATION CERTIFICATE** – FEMA form on which surveyed elevations and other data pertinent to a property and a building are identified and which shall be completed by a licensed professional land surveyor or a licensed professional engineer, as specified by the Floodplain (Zoning) Administrator. When used to document the height above grade of buildings in special flood hazard areas for which base flood elevation data are not available, the Elevation Certificate shall be completed in accordance with the instructions issued by FEMA. (*Floodplain*)

**ENCLOSURE BELOW THE LOWEST FLOOR** – An unfinished or flood-resistant enclosure that is located below an elevated building, is surrounded by walls on all sides, and is usable solely for parking of vehicles, building access or storage, in an area other than a basement area, provided that such enclosure is built in accordance with the applicable design requirements specified in Article 6. Also see "lowest floor". (*Floodplain*)

**ENVIRONMENTALLY SENSITIVE FEATURES** – Those features contained in areas defined in the Comprehensive Plan, including such features as excessive slopes, flooding, high water tables, shallow depth to bedrock, unique natural features, desirable natural growths, water courses and other water areas, and scenic points. (*Subdivision and Land Development*)

**EQUIPMENT FACILITY** – Any structure used to contain ancillary equipment for a wireless communication facility which includes cabinets, shelters, a build out of an existing structure, pedestals and other similar structures. (*Zoning – Wireless*)

**ESSENTIAL UTILITY EQUIPMENT** – Underground or overhead electrical, gas, communications, water or sewerage systems, including poles, towers or pole structures, wires, lines, mains, drains, sewers, conduits, cables, fire alarm boxes, public telephone stations, police call boxes, traffic signals, hydrants, regulating and measuring devices, water pumping stations, elevated storage tanks, ground storage tanks and the structures in which they are housed, substations and associated equipment and other similar equipment and accessories in connection therewith. It does not include:

1. Buildings, yards or stations used for storage, repair or processing of equipment or material;
2. Buildings, yards, stations or substations for transforming, boosting, switching or pumping purposes where such facilities are constructed on the ground;
3. Wireless telecommunications facilities, as regulated in Article 4, Section Q of this Chapter;
4. Communications towers, unless otherwise pre-empted by law, or a project of the state or federal government; or
5. Solar collection and wind energy systems. (*Zoning*)

**EXTERIOR FEATURES** – The architectural style, design and general arrangement of the exterior of a site or structure, including the nature and texture of building materials, and the type and style of all windows, doors, light fixtures, signs or other similar items found on or related to the exterior of a site or structure. (*Zoning – Historic*)

**FAÇADE** – The side of a building below the eaves. (*Zoning*)

**FAMILY** –

1. A single person occupying a dwelling and maintaining a household, or
2. Two or more persons related by blood, marriage, cohabitation or adoption, occupying a dwelling, living together, and maintaining a common household.

The term “family” shall not be construed to include a fraternity or sorority, club, rooming house, residential care facility or similar use. (*Zoning*)

**FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)** – The federal agency with the overall responsibility for administering the National Flood Insurance Program. (*Floodplain*)

**FENCE** – A barrier constructed of any allowable material including concrete, stone, brick, tile, wood, metal or similar type of material for the purpose of providing a boundary, separating lots or enclosing space. A fence shall be made of materials made for that purpose. This definition shall not be construed to include shrubs or hedges. (*Zoning*)

**FLEA MARKET** – An outdoor commercial activity, not including shopping centers, individual retail operations, or sales that is open to the general public and composed of five or more semi-enclosed or outdoor stalls, rooms, stands, or spaces used for the purpose of display and sale, exchange, or barter of merchandise. The regulation of flea markets in Article 4 shall not apply to such activities conducted no more than three times per year by a nonprofit or charitable organization on their property. (*Zoning*)

**FLOOD OR FLOODING** – A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters, and/or
2. The unusual and rapid accumulation or runoff of surface waters from any source. (Floodplain)

**FLOOD DAMAGE-RESISTENT MATERIALS** – Any construction material that is capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. For more information, consult NFIP Technical Bulletin #2, "Flood Damage-Resistant Materials Requirements." (*Floodplain*)

**FLOOD INSURANCE RATE MAP (FIRM)** – An official map of which the Federal Emergency Management Agency has delineated special flood hazard areas to indicate the magnitude and nature of flood hazards, to designate applicable flood zones, and to delineate floodways, if applicable. FIRMs that have been prepared in digital format or converted to digital format are referred to as Digital FIRMs (DFIRMs). (*Floodplain*)

**FLOOD INSURANCE STUDY (FIS)** – The official report in which the Federal Emergency Management Agency has provided flood profiles, floodway information, and the water surface elevations. (*Floodplain*)

**FLOOD, 100-YEAR** – A flood which has a 1% chance of being equaled or exceeded in any given year. Except for Class III waters (natural trout streams), a body of water with a watershed less than 400 acres is excluded. (*Forest Conservation*)

**FLOODPLAIN, 100 YEAR** – An area along or adjacent to a stream or body of water, except tidal waters, that is capable of storing or conveying floodwaters during a 100-year frequency storm event, or a 100-year flood as shown on FEMA 100-year floodplain maps and regulated by Article 6 of this Chapter. (*Forest Conservation*)

**FLOOD OPENING** – A flood opening (non-engineered) is an opening that is used to meet the prescriptive requirement of one square inch of net open area for every square foot of enclosed area. An engineered flood opening is an opening that is designed and certified by a licensed professional engineer, or licensed architect, as meeting certain performance characteristics, including providing automatic entry and exit of floodwaters; this certification requirement may be satisfied by an individual certification or issuance of an Evaluation Report by the ICC Evaluation Service, Inc. (*Floodplain*)

**FLOOD PROTECTION ELEVATION (FPE)** – The base flood elevation plus one foot freeboard. Freeboard is a factor of safety that compensates for uncertainty in factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, climate change and the hydrologic effect of urbanization in a watershed. *(Floodplain)*

**FLOOD PROTECTION SETBACK** – A distance measured perpendicular to the top of bank of a watercourse that delineates an area to be left undisturbed to minimize future flood damage and to recognize the potential for bank erosion. Along non-tidal waters of the state, the flood protection setback is:

1. 100 feet, if the watercourse has special flood hazard areas shown on the FIRM, except where the setback extends beyond the boundary of the flood hazard area; or
2. 50 feet, if the watercourse does not have special flood hazard areas shown on the FIRM. *(Floodplain)*

**FLOODPLAIN** – Any land area susceptible to being inundated by water from any source (see definition of “Flood” or “Flooding”). *(Floodplain)*

**FLOODWAY** – The channel of a river or other watercourse and adjacent land area that must be reserved in order to pass the base flood discharge such that the cumulative increase in the water surface elevation of the base flood discharge is no more than a designated height. When shown on a FIRM, the floodway is referred to as the “designated floodway” *(Floodplain)*

**FLOOD PROOFING OR FLOOD PROOFED** – Any combination of structural and nonstructural additions, changes or adjustments to buildings or structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents, such that the buildings or structures are watertight with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. Maryland state regulations do not allow new non-residential buildings in non-tidal waters of the state to be flood proofed. *(Floodplain)*

**FLOOD PROOFING CERTIFICATE** – FEMA form that is to be completed, signed and sealed by a licensed professional engineer or licensed architect to certify that the design of flood proofing and proposed methods of construction are in accordance with the applicable requirements of Article 6 of this Chapter. *(Floodplain)*

**FLOOD ZONE** – A designation for areas that are shown on Flood Insurance Rate Maps:

1. Zone A: Special flood hazard areas subject to inundation by the 1% annual chance 100-year flood; base flood elevations are not determined.
2. Zone AE and Zone A1-30: Special flood hazard areas subject to inundation by the 1% annual chance 100-year flood; base flood elevations are determined; floodways may or may not be determined.
3. Zone AH and Zone AO: Areas of shallow flooding, with flood depths of one to three feet (usually areas of ponding or sheet flow on sloping terrain), with or without BFEs or designated flood depths.

4. Zone B and Zone X (shaded): Areas subject to inundation by the 0.2-percent annual chance 500-year flood; areas subject to the 1% annual chance 100-year flood with average depths of less than one foot or with contributing drainage area less than one square mile; and areas protected from the base flood by levees.
5. Zone C and Zone X (unshaded): Areas outside of Zones designated A, AE, A1-30, AO, VE, V1-30, B, and X (shaded).
6. Zone VE and Zone V1-30: Special flood hazard areas subject to inundation by the 1% annual chance 100-year flood and subject to high velocity wave action (also see coastal high hazard area).  
(Floodplain)

**FOREST** -- (Forest Conservation)

1. "Forest" means a biological community dominated by trees and other woody plants covering a land area of 10,000 square feet or greater.
2. "Forest" includes:
  - a. Areas that have at least 100 live trees per acre with at least 50% of those trees having a two-inch or greater diameter at four-and-a-half feet above the ground and larger; and
  - b. Areas that have been cut but not cleared.
3. "Forest" does not include orchards.

**FOREST CONSERVATION DISTRICT BOARD** -- The forestry board created for each state forestry conservancy district under Natural Resources Article, §§5-601 through 5-610, Annotated Code of Maryland. (Forest Conservation)

**FOREST CONSERVATION** -- The retention of existing forest or the creation of new forest at the levels set by this Article 7 of this Chapter. (Forest Conservation)

**FOREST CONSERVATION AND MANAGEMENT AGREEMENT** -- An agreement as applicable and described in COMAR 08.19.05.01. (Forest Conservation)

**FOREST CONSERVATION PLAN** -- A plan prepared pursuant to Article 7 of this Chapter.  
(Forest Conservation)

**FOREST CONSERVATION TECHNICAL MANUAL** -- The technical manual incorporated by reference, used to establish standards of performance required in preparing forest stand delineations and forest conservation plans. (Forest Conservation)

**FOREST COVER** -- The area of a site meeting the definition of forest. (Forest Conservation)

**FOREST MANAGEMENT PLAN** -- A plan establishing best conservation and management practices for a landowner in assessment of the resource values of forested property. (Forest Conservation)

**FOREST STAND DELINEATION** – The methodology for evaluating the existing vegetation on a site proposed for development, as provided in the City of Hagerstown Forest Conservation Technical Manual. (*Forest Conservation*)

**FUNCTIONALLY DEPENDENT USE** – A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. This term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, but does not include long-term storage or related manufacturing facilities. This definition shall be applied only to Article 6. (*Floodplain*)

**GRADING** – Any act by which soil is cleared, stripped, stockpiled, excavated, scarified, filled or any combination thereof. (*Forest Conservation*)

**GRAPHIC** – Any permanent or temporary structure or part thereof, or any device attached, painted or represented directly or indirectly on a structure or other surface that shall display or include any letter, word, insignia, flag or representation used as, or which is the nature of, an advertisement, announcement, visual communication, direction or is designed to attract the eye or bring the subject to the attention of the public. Flags of any governmental unit or branch are excluded. (*Zoning*)

**GRAPHIC, ANIMATION OR ANIMATED** – The movement or the optical illusion of movement of any part of the street graphic structure, design, or pictorial segment, including the movement of any illumination or the flashing or varying of light intensity; the automatic changing of all or any part of the facing of a street graphic. (*Zoning*)

**GRAPHIC, CHANGEABLE COPY** – Copy that changes at intervals including through the use of LCD, LED or other electronic technology. (*Zoning*)

**GRAPHIC, GROUND** – A street graphic supported by one or more uprights, posts, or bases placed upon or affixed in the ground and not attached to any part of a building. It includes a pole graphic and a monument graphic. (*Zoning*)

**GRAPHIC, MONUMENT** – A ground graphic permanently affixed to the ground at its base, supported entirely by a base structure, and not mounted on a pole. (*Zoning*)

**GRAPHIC PORTABLE** – A street graphic not permanently attached to the ground or a building or not designed to be permanently attached to the ground or a building. (*Zoning*)

**GRAPHIC, PROJECTING** – Any graphic attached to a building or structure that is not oriented parallel to the building frontage or structure. Marquees, awnings, canopies, banners, and freestanding signs are not considered projecting signs. (*Zoning*)

**GRAPHIC, ROOF** – A graphic painted, erected, constructed, or maintained on the roof of a building. (*Zoning*)

**GRAPHIC, TEMPORARY** – A sign, banner, pennant, poster, or advertising display constructed of cloth, plastic or vinyl sheet, cardboard, wallboard or other like materials, that by its design or use is temporary in nature and not permanently attached to a building or the ground. (*Zoning*)



**GRAPHIC, WALL** – A graphic attached directly to an exterior wall of a building or dependent upon a building for support, with the exposed face of the graphic located in a place substantially parallel to the exterior building wall to which the graphic is attached or which supports the graphic. *(Zoning)*

**GRAPHIC, WINDOW** – A graphic or sign established on the exterior or interior of a window or within 12 inches of a window pane intended to be viewed from outside of the building, or any illuminated sign within a building intended to be viewed from outside. Merchandise displays located in a window are not considered a window graphic. *(Zoning)*

**GROSS LEASABLE AREA (GLA)** – The total floor area of a commercial building designed for tenant occupancy and exclusive use, including basements, mezzanines and upper floors, and exterior spaces designated for the display and sale of outdoor-oriented merchandise, expressed in square feet as measured from the center line of joint partitions and from outside wall faces. For purposes of calculating parking requirements, parking and loading areas as well as the floor area occupied by HVAC, mechanical, electrical, communications, and security equipment are all deducted from gross leasable area. *(Zoning)*

**GROWING SEASON** – The period of consecutive frost-free days as stated in the current soil survey for this county published by the National Cooperative Soil Survey Program, 16 U.S.C. §590 (a) through (f). *(Forest Conservation)*

**HEALTH DEPARTMENT** – The Washington County Health Department, Environmental Services Division. *(Subdivision and Land Development)*

**HIGH DENSITY RESIDENTIAL AREAS** – Areas zoned for densities greater than one dwelling unit per acre, including both existing and planned development and their associated infrastructure, such as roads, utilities, and water and sewer service. In the City of Hagerstown, residential development in the RMOD, RMED, RH, RO, CC-MU, N-MU Districts and the Planned Unit Development (PUD) Overlay, qualifies as high density residential areas. *(Forest Conservation)*

**HIGHEST ADJACENT GRADE** – The highest natural elevation of the ground surface, prior to construction, next to the proposed foundation of a structure. *(Floodplain)*

**HOME WORKSTATION** – A customary and incidental accessory use of a dwelling consisting of an office or workstation used for business or employment purposes within a dwelling or accessory structure where that dwelling is permitted by right, special exception or bona fide nonconforming use, used by a resident living in the dwelling unit, subject to the provisions of Article 4, Subsection K.10. *(Zoning)*

**HOMEOWNERS ASSOCIATION** – A community association organized within a development in which individual owners share common interests, expenses, and responsibilities for the organization's activities, such as maintenance, open space, landscaping, or facilities. *(Subdivision and Land Development)*

**HOOKAH LOUNGE** – Any facility, establishment, or location whose business operation, whether as its primary use or as an accessory use, includes the smoking of tobacco or other substances through one or more hookah pipes (also commonly referred to as a hookah, waterpipe, shisha, or nareghile), including but not limited to establishments known variously as hookah bars, hookah lounges, or hookah cafes. *(Zoning)*

**HUMAN BURIAL SITE** – Any land or structure used for the interment of human remains. The sprinkling of ashes or their burial in a biodegradable container or their placement in a columbarium, shall

not constitute the creation of a human burial site. This term shall include the terms graveyard and burial grounds. (*Zoning and Subdivision and Land Development*)

**HYDROLOGIC AND HYDRAULIC ENGINEERING ANALYSIS** – Analyses performed by a licensed professional engineer, in accordance with standard engineering practices that are accepted by the Maryland Department of the Environment (MDE) and FEMA, used to determine the base flood, other frequency floods, flood elevations, floodway information and boundaries, and flood profiles. (*Floodplain*)

**ILLUMINATION OR ILLUMINATED** – A source of any artificial or reflected light, either directly from a source of light incorporated in, or indirectly from an artificial source, so shielded that no direct illumination from it is visible elsewhere than on and in the immediate vicinity of the street graphic. (*Zoning*)

**ILLUMINATION, EXTERNAL** – Illumination of a graphic that is affected by an artificial source of light not contained within the graphic itself. (*Zoning*)

**ILLUMINATION, FLASHING** – Illumination in which the artificial source of light is not maintained stationary or constant in intensity and color at all times when a street graphic is illuminated, including illuminated lighting. Such illumination could consist of flashing bulb, LCD/LED electronic lighting or other artificial lighting source. (*Zoning*)

**ILLUMINATION, INTERNAL** – A light source that is concealed or contained within the street graphic and becomes visible in darkness through a translucent surface. (*Zoning*)

**ILLUMINATION, INDIRECT** – A source of external illumination, located away from the graphic that lights the graphic, but which is itself not visible to persons viewing the sign from any street, sidewalk or adjacent property. (*Zoning*)

**ILLUMINATION, NEON TUBE** – A source of light for externally lit street graphics supplied by a neon tube that is bent to form letters, symbols, or other shapes. (*Zoning*)

**INDOOR PLANT CULTIVATION AND PROCESSING FACILITY** – Indoor cultivation of plants for wholesale distribution of plant and/or fruit, seeds, or flowers of the plant. This use may include refinement of plant materials into end products for human consumption or personal use, including canned, preserved or frozen fruits and vegetables, dried culinary and medicinal herbs, other medicinal products, essential and infused oils, spices, teas, dried flowers, potpourri, sauces and salsas, etc. This use shall not include refinement of plant materials with other manufactured components into lotions, creams, gels, or other cosmetic products. This use shall not include refinement of plant materials into industrial products, such as paper, textiles, rubber, etc. (*Zoning*)

**INSTITUTIONAL DEVELOPMENT AREA** – Schools, colleges and universities, military installations, transportation facilities, utility and sewer projects, government offices and facilities, golf courses, recreation areas, parks, and cemeteries. (*Forest Conservation*)

**JURISDICTION** – The geographical area within which the powers of the City of Hagerstown may be exercised. (*Subdivision and Land Development*)

**JUNKYARD** – A parcel of land on which waste materials, such as metals, glass, paper, plastics, rags and rubber tires, also including discarded or inoperable motor vehicles, are collected, stored, processed,

sorted, salvaged or sold. A lot on which three or more inoperable vehicles are stored shall be deemed a junkyard. This does not include hazardous waste materials or spent nuclear fuels. *(Zoning)*

**KENNEL** – Any building or structure and/or land used, designed, or arranged for housing or boarding of more than five adult dogs, over the age of four months, including household pets. Kennels shall not be used for breeding operations that result in the housing of puppies on the premises. *(Zoning)*

**LANDMARK** – Any site or structure on publicly or privately owned land outside of the historic districts designated by the Mayor and City Council for its exceptional individual historical, archaeological or architectural significance, that is worthy of rehabilitation, restoration and preservation, and any alteration shall be reviewed in the same manner by the Historic District Commission as a site or structure within the historic district. *(Zoning - Historic)*

**LANDSCAPING** – The installation and maintenance, usually of a combination of trees, shrubs, plant materials, or other ground cover, including grass, mulch, decorative stone and similar materials, but excluding bare soil, uncultivated vegetation, impervious pavement materials, and gravel. *(Subdivision and Land Development - Landscaping)*

**LANDSCAPING PLAN FOR FOREST CONSERVATION** – A plan: *(Forest Conservation)*

1. Drawn to scale, showing dimensions and details for reforesting an area at least 35 feet wide and covering 2,500 square feet or greater in size;
2. Using native or indigenous plants when appropriate; and
3. Which is made part of an approved forest conservation plan.

**LARGE ANIMAL VETERINARY CLINIC** – A veterinary clinic or hospital that is equipped and staffed to treat animals that include large species such as horses and cattle. *(Zoning)*

**LETTER OF MAP CHANGE (LOMC)** – A Letter of Map Change is an official FEMA determination, by letter, that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

1. Letter of Map Amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property or structure is not located in a special flood hazard area.
2. Letter of Map Revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. A Letter of Map Revision Based on Fill (LOMR-F), is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
3. Conditional Letter of Map Revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A Conditional Letter of Map

Revision on Fill (CLOMR-F) is a determination that a parcel of land or proposed structure that will be elevated by fill would not be inundated by the base flood if fill is placed on the parcel as proposed or the structure is built as proposed. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA, to revise the effective FIRM. (*Floodplain*)

**LICENSED** -- As used in these regulations, licensed refers to professionals who are authorized to practice in the state of Maryland by issuance of licenses by the Maryland Board of Architects, Maryland Board of Professional Engineers, Maryland Board of Professional Land Surveyors, and the Maryland Real Estate Appraisers and Home Inspectors Commission. (*Floodplain*)

**LINEAR PROJECT** -- A project which: (*Forest Conservation*)

1. Is elongated with nearly parallel sides;
2. Is used to transport a utility product or public service not otherwise contained in an application for subdivision, such as electricity, gas, water, sewer, communications, trains, and vehicles; and
3. May traverse fee simple properties through defined boundaries, or established easement rights.

**LIVESTOCK** -- Animals typically grown for the purpose of production of animal byproducts (e.g., eggs, milk, meat, wool, leather, etc.) for household consumption or sale or grown for purposes of labor for the owner (e.g., transportation, plowing, etc.). For the purposes of this provision, livestock does not include animals typically owned as pets (e.g. cats, dogs, goldfish, etc.) or for service to people with disabilities (e.g., "seeing eye" dogs). All hoofed animals and fowl (chickens, turkeys, etc.) shall be considered livestock. The keeping of more than five adult rabbits and/or similar animals for any purpose (including household pets) outside of a dwelling shall be considered livestock. The keeping of livestock is only permitted in the AT district as part of a permissible land use. (See Article 4, Subsection K.11). (*Zoning*)

**LOCAL AGENCY** -- Each unit in the executive, legislative or judicial branch of a county or municipal government, including an office or department of public works. (*Forest Conservation*)

**LOOP LANE** -- Cul-de-sac design in which a broad median planted with shade trees runs the entire length of the street, bounded by travel lanes on both sides (typically one way). (*Subdivision and Land Development*)

**LOT** --

1. A parcel of land either vacant or occupied by one principal building structure, or use and its accessory buildings, uses or structures, or a group of principal buildings as allowed by Article 4 and including open spaces and landscaped areas as required. (*Subdivision and Land Development*)
2. For the purposes of Article 7, a unit of land, the boundaries of which have been established as a result of a deed or previous subdivision of a larger parcel, and which will not be the subject of further subdivision without an approved forest stand delineation and forest conservation plan. (*Forest Conservation*)

**LOT AREA** -- The total area in square feet circumscribed by the lot lines of a lot, except that when the legal instrument creating a lot shows the boundary of the lot extending into a public street right-of-way,

then the lot boundary for purposes of computing the lot area shall be the street right-of-way line.  
(*Subdivision and Land Development*)

**LOT, CORNER** – A lot abutting on two or more streets at their intersection, where the interior angle of the intersection does not exceed 135 degrees. (*Zoning*)

**LOT FRONTAGE** – The front of a lot shall be construed to be the portion nearest the street. For the purpose of determining yard requirements on corner lots and through lots, all sides of a lot adjacent to streets shall be considered frontage, and yards shall be provided as required herein, except that not more than one rear yard shall be required. (*Subdivision and Land Development*)

**LOT, INTERIOR** – An interior lot is a lot other than a corner lot. (*Subdivision and Land Development*)

**LOT LINE, REAR** – A lot line which is opposite and most distant from the front lot line, and in the case of an irregular or triangular shaped lot, a line 10 feet in length within the lot parallel to and at the maximum distance from the front lot line. (*Subdivision and Land Development*)

**LOT LINE, SIDE** - Any lot line that is not a front or rear lot line. (*Subdivision and Land Development*)

**LOT LINE, ZERO** - The location of a building on a lot such that one of the building's sides rests directly on a lot line, but not attached to another building along that lot line. (*Zoning*)

**LOT LINES** - The lines bounding a lot. (*Subdivision and Land Development*)

**LOT MEASUREMENTS** - (*Subdivision and Land Development and Zoning*)

1. Depth is the average horizontal distance between the front lot line and the rear lot line.
2. Width shall mean the horizontal distance between side lot lines measured at the midpoint of the side lot lines.

**LOT, NONCONFORMING** - See nonconforming lot. (*Subdivision and Land Development*)

**LOT OF RECORD** - A lot which is part of a subdivision, a plat of which has been recorded in the Office of the Land Records of Washington County, or a lot described by metes and bounds, the description of which has been so recorded. (*Subdivision and Land Development*)

**LOT, REVERSE FRONTAGE** - A lot where the rear yard fronts on a City street and where there is typically no access. (*Subdivision and Land Development - Landscaping*)

**LOT, THROUGH** - A lot having its front and rear lot lines abutting street right-of-way. (*Subdivision and Land Development*)

**LOWEST FLOOR** - The lowest floor of the lowest enclosed area (including basement) of a building or structure. The floor of an enclosure below the lowest floor is not the lowest floor provided the enclosure is constructed in accordance with the provisions of Article 6 of this Chapter. The lowest floor of a manufactured home is the bottom of the lowest horizontal supporting member (longitudinal chassis frame beam). (*Floodplain*)

**MAIN STREET DESIGN SHOPPING CENTER** - A shopping center designed so that stores are arranged facing a center drive aisle which may be lined with parking and streetscape features, with the majority of parking found behind the buildings. Destination retail use stores may be found at the end of the driveway or located as part of the streetscape. *(Zoning)*

**MAINTENANCE AGREEMENT** - The short-term management agreement associated with afforestation or reforestation plans required under Article 7, Sections D and E of this Chapter. *(Forest Conservation)*

**MAJOR ECONOMIC DEVELOPMENT OPPORTUNITY** - A proposal for new construction in the Downtown Historic District that involves the demolition of a contributing resource to accommodate development that is a significant pedestrian traffic generator. This traffic could be generated via the creation of a significant number of employment positions, entertainment and tourism visitors, and/or residential units in a mixed-use building. Existing and proposed residential units shall meet or be improved to meet the City's Partners in Economic Progress (PEP) program standards which are designed to implement Comprehensive Plan goals for the revitalization of the downtown area and diversification of the income levels of downtown residents. Standards required for residential units include:

1. Central HVAC system;
2. Washer, dryer and dishwasher;
3. Wood veneer or solid wood kitchen and bathroom cabinets;
4. Approved solid surface counter tops in kitchen and bathrooms;
5. Refinished or new hardwood floors or wall-to-wall carpeting in areas other than kitchens and bathrooms; and
6. Where possible, outdoor amenities (e.g., balconies, roof top decks, back porches, sunrooms, etc.).  
*(Zoning - Historic)*

**MANUFACTURING, GENERAL** - Manufacturing processes that create finished and semi-finished products from already manufactured components and materials or from raw materials which do not need refining, including assembly of finished components, refinement of semi-finished materials or components into finished products, production of parts to be assembled into finished products, production of items through biological processes, and production of items requiring the mixing of chemicals. General manufacturing activities have the potential of creating moderate noise, odors, smoke, dust, vibration or other environmental impacts. *(Zoning)*

**MANUFACTURING, HEAVY** - Manufacturing processes that process or refine raw materials, including milling of grains, milling and preserving wood, milling of thread and cloth, production of masonry products, production of chemicals, soaps, detergents and ink, conversion of solid waste into useful products and preparation of solid waste for disposal at another location by changing its physical form or chemical composition. For the purpose of this Chapter, heavy manufacturing shall not include paper mills, smelting plants, asphalt plants, animal slaughterhouses, tanneries and steel mills. Heavy manufacturing activities have potential for creating moderate to substantial noise, odors, smoke, dust, vibration or other environmental impacts. *(Zoning)*

**MANUFACTURING, LIGHT** – Manufacturing processes that create finished products from already manufactured components and materials or from raw materials which do not need refining, including assembly of finished components and refinement of semi-finished materials or components into finished products. All activities related to this use are conducted entirely indoors, including storage of materials. Light manufacturing activities have little or no potential for creating noise, smoke, odors, dust, vibration or other environmental impacts. *(Zoning)*

**MARKET VALUE** – The price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. For the purposes of Article 6, the market value of a building is determined by a licensed real estate appraiser or the most recent, full phased-in assessment value of the building (improvement) determined by the Maryland Department of Assessments and Taxation. *(Floodplain)*

**MARYLAND DEPARTMENT OF THE ENVIRONMENT (MDE)** – A principal department of the state of Maryland that is charged with, among other responsibilities, the coordination of the National Flood Insurance Program in Maryland (NFIP State Coordinator) and the administration of regulatory programs for development and construction that occur within the waters of the state, including non-tidal wetlands, non-tidal waters and floodplains, and state and private tidal wetlands (Tidal Wetlands). Unless otherwise specified, “MDE” refers to the Department’s Wetlands and Waterways Program. *(Floodplain)*

**MASTER PLANNED PROJECT** – In the Neighborhood Mixed Use Districts, a master planned project shall include multiple buildings and/or properties. A concept plan must be submitted which is filed jointly by all owners of the property or properties included in the master planned project. *(Zoning)*

**MINI WAREHOUSES** – A structure containing separate cubicles which are rented to the public for storage purposes. *(Zoning)*

**MINOR DEVELOPMENT PROJECT** – A project on less than five acres of land containing not more than four lots per acre. *(Forest Conservation)*

**MIXED USE BUILDING** – A building that contains at least one floor devoted to permitted non-residential uses and at least one developed to allowed residential uses. *(Zoning)*

**MIXED USE STRUCTURE** – An structure that is used or intended for use for a mixture of nonresidential and residential uses in the same structure. *(Floodplain)*

**MIXED USE DEVELOPMENT** – A single, relatively high-density development project, usually commercial in nature which includes two or more types of uses. *(Forest Conservation)*

**MOBILE HOME PARK** – Any area or tract of land designed for the parking or other type of installation of mobile homes on spaces or lots offered for lease or rent, including all improvements, buildings, structures, recreation areas, or other facilities for the use of the residents of such development, for non-transient use. *(Zoning)*

**MULTI-USE BUILDING** – A building consisting of two or more separate commercial uses. *(Zoning)*

**MULTI-BUILDING COMPLEX** – A grouping of two or more business establishments that either share common parking on the lot where they are located, or that occupy a single structure or separate structures that are physically or functionally related or attached. *(Zoning)*

**NATIONAL FLOOD INSURANCE PROGRAM (NFIP)** – The program authorized by the United States Congress in 42 U.S.C. Sections 4001-4129. The NFIP makes flood insurance coverage available in communities that agree to adopt and enforce minimum regulatory requirements for development in areas prone to flooding (see definition of "Special Flood Hazard Area"). *(Floodplain)*

**NATURAL REGENERATION** – The natural establishment of trees and other vegetation with at least 400 woody, free-to-grow seedlings per acre, which are capable of reaching a height of at least 20 feet at maturity. *(Forest Conservation)*

**NET FLOOR AREA** – That portion of any building, improvements, or use of land which is included in rental areas or normally used as a part of the quarters of any owner or tenant of such premises. Areas commonly excluded in the calculation of Net Floor Area may include entry halls or foyers; elevator shafts; stairways; janitor, electrical, or maintenance rooms; public restrooms, etc. Common areas open to the public shall be included in the calculation of parking space requirements. *(Zoning)*

**NET TRACT AREA** – *(Forest Conservation)*

1. Except in agriculture and resource areas or as modified by the Express Procedures in Article 7, Section E, the total area of a site, including both forested and non-forested areas, to the nearest one-tenth acre;
2. In agriculture and resource areas, the part of the total tract for which land use will be changed or will no longer be used for primarily agricultural activities; and
3. For a linear project, the area of a right-of-way width, new access roads and storage; or the limits of disturbance as shown on an application for sediment and erosion control approval or in a capital improvements program project description.

**NEW CONSTRUCTION** –

1. As pertains to Article 4, the erection, alteration, repair or renovation of any building or structure requiring a footing and/or foundation or change to the exterior dimensions and the excavation, filling and grading of lots in connection therewith. *(Zoning)*
2. As pertains to Article 6, structures, including additions and improvements, and the placement of manufactured homes, for which the start of construction commenced on or after April 17, 1978, the initial effective date of the City of Hagerstown Flood Insurance Rate Map, including any subsequent improvements, alterations, modifications, and additions to such structures. *(Floodplain)*

**NFIP STATE COORDINATOR** – See Maryland Department of the Environment. *(Floodplain)*

**NIGHTCLUB** – An establishment operated as a place of entertainment, characterized by any or all of the following as a principal use: (1) live, recorded or televised entertainment, including but not limited to performance by magicians, musicians or comedians; (2) dancing. This use shall not be interpreted to include uses regulated in Article 4 as Adult Entertainment Uses. *(Zoning)*



***NONCONFORMING STRUCTURE, LOT, PARCEL OR TRACT OF LAND*** – A structure or lot that does not conform to a dimensional, lot area or density regulation prescribed by Article 4 for the district in which it is located or off-street parking, off-street loading or accessory buildings, but which structure or lot was in existence at the effective date of the Zoning Ordinance. *(Zoning)*

***NONCONFORMING USE*** – A use of a building or lot that does not conform to use regulations prescribed by Article 4 for the district in which it is located but which was lawfully in existence at the effective date of the Zoning Ordinance. *(Zoning)*

***NONCOMPLIANT STRUCTURE*** – A building or structure that does not conform to bulk regulations found in Article 4 of this Chapter, including but not limited to setback and height requirements, but which was lawfully in existence at the effective date of this Chapter, or a subsequent amendment to this Chapter that rendered the structure noncompliant. *(Zoning)*

***NON-TIDAL WATERS OF THE STATE*** – As used in Article 6, any stream or body of water within the State that is subject to State regulation, including the “100 year frequency floodplain of free-flowing waters”. Per COMAR 26.17.04, the landward boundaries of any tidal waters shall be deemed coterminous with the wetlands boundary maps adopted pursuant to Environment Article, Section 16-301, Annotated Code of Maryland. Therefore, the boundary between the tidal and non-tidal waters of the State is the tidal wetlands boundary. *(Floodplain)*

***OFFICES FOR BONDING OF DEFENDANTS IN THE CRIMINAL JUSTICE SYSTEM*** – Establishments involved in all or a portion of the bond origination and enforcement process that: (1) gain release of criminal defendants from jail by pledging money or property as a guarantee that the defendant will appear in court; and/or (2) seek and recover bonded defendants who attempt to avoid court appearance. *(Zoning)*

***OFFICES FOR PAROLING AND THE PROBATION OF DEFENDANTS IN THE CRIMINAL JUSTICE SYSTEM*** – Establishments involved in the supervision of criminal defendants and convicts who have been released from confinement or granted an alternative to confinement, but are still under court supervision for a period of time. Such establishments may also be involved in the apprehension of defendants and convicts who violate the terms of their release or probation. *(Zoning)*

***OFFSITE*** – Outside of the limits of the area encompassed by the tract. *(Forest Conservation)*

***ONSITE*** - Within the limits of the area encompassed by the tract, including an area classified as a 100-year floodplain. *(Forest Conservation)*

***OPEN SPACE*** – That portion of a tract that is set aside during development for the protection of sensitive natural areas, farmland, scenic views, unique features; or the creation of active, improved recreational areas; or passive, unimproved natural areas. The land is not individually owned. It is understood that this term is broad and can include land that is accessible to the residents of the development and/or the community, or it may contain areas of conservancy lots that are not accessible to the public. Paved areas other than recreational courts and paths, and stormwater management facilities that are not designed as natural features shall not constitute open space. *(Subdivision and Land Development)*

***ORDINARY MAINTENANCE*** – Work that does not alter the exterior features of a site or structure and has no material effect on the historical, archaeological, or architectural significance of the site or

structure. This includes repair or replacement in-kind of roofs, gutters, siding, trim, external doors and windows, awnings, porch floors and ceilings, lights, fences, and other appurtenance fixtures with like materials of like design; landscaping; paving repair using like materials of like design; and repainting of surfaces. *(Zoning - Historic)*

**PAD SITE** – An outparcel in a subdivision of land in a commercial district, intended for use of a freestanding building on a fee simple lot, however, developed as part of a larger, multi-structure commercial development. *(Zoning)*

**PANHANDLE LOT** – An irregularly shaped lot where the buildable portion of the lot is connected to its street frontage by an arm of the lot, designed to be utilized as a means of ingress and egress that does not meet the minimum lot width and street frontage standards specified for the zoning district in which the lot is located. This portion of the lot designed as an area of access shall not be calculated into the lot area requirements. Also referred to as a Flag Lot or a Pipestem Lot. *(Subdivision and Land Development)*

**PARCEL** – For the purposes of Article 7, a parcel is an area of land that legally existed as a distinct entity in a deed or on an approved subdivision plat on or before the date of adoption of Article 7 and will not be the subject of further subdivision without an approved forest stand delineation and forest conservation plan. The term, parcel, may be used interchangeably with lot or tract. *(Forest Conservation)*

**PARKING LOT** – An area, not within a building, outside any street right-of-way, where motor vehicles may be stored for the purposes of temporary, daily, or overnight off-street parking. *(Subdivision and Land Development - Landscaping)*

**PARKING LOT AISLES** – That portion of the parking lot consisting of lanes providing access from a street to or through off-street spaces and/or loading areas. *(Subdivision and Land Development - Landscaping)*

**PARKING, PRIVATE** – A designated off-street parking area for the exclusive use of the owners or their customers, tenants, lessees, employees, or occupants of the lot on which the parking area is located. *(Zoning)*

**PARKING, PUBLIC** – A designated off-street parking area which is available to the general public, whether for free or payment of a fee. Ownership may be a public or private entity. *(Zoning)*

**PARKING ROW** – One line of vehicle spaces, or two parallel lines of adjoining vehicle spaces, adjacent to and served by at least one parking lot aisle. *(Subdivision and Land Development - Landscaping)*

**PARKING VEHICLE SPACE** – That portion of the parking lot designated for the parking of one vehicle. *(Subdivision and Land Development - Landscaping)*

**PERFORMANCE SECURITY** – Any security which may be accepted by the City of Hagerstown in lieu of a requirement that improvements be made before the Planning Commission approves a plat, including, but not limited to performance bonds, surety agreement, escrow agreements, irrevocable letter of credit, or any other similar collateral or surety agreements, with surety to be approved by the City Engineer and/or the Utilities Director. *(Subdivision and Land Development)*

**PERSON** – As pertains to Article 6, an individual or group of individuals, corporation, partnership, association, or any other entity, including State and local governments and agencies. *(Floodplain)*

**PLANNED UNIT DEVELOPMENT** – A development comprised of a combination of land uses or varying intensities of the same land use in accordance with an integrated plan that provides flexibility in land use design approved by the City of Hagerstown with at least 20% of the land permanently dedicated to open space. *(Forest Conservation)*

**PLAT, FINAL** – The final map or plan which legally describes the subdivision of land (including the creation of a condominium regime in accordance with the requirements of the Annotated Code of Maryland), containing a detailed plan of the property, giving all dimensions, angles and bearings, together with such information, statements and certificates as required by these Regulations, and presented to the Commission for approval, and which if approved will be submitted to the Clerk of Circuit Court for recording among the Land Records of Washington County. *(Subdivision and Land Development)*

**PLAT, SIMPLIFIED** – The creation of a subdivision as defined herein not for development purposes. *(Subdivision and Land Development)*

**PRELIMINARY CONSULTATION** – A procedure for the presentation of a proposed subdivision to the Planning Commission for informal review prior to formal application and preparation of a Development Plan. *(Subdivision and Land Development)*

**PRESERVATION** – The maintenance of a site or structure in its present condition or as originally constructed. Preservation aims at halting further deterioration and providing structural safety, but does not contemplate significant rebuilding. Preservation includes techniques of arresting or slowing deterioration; improvement of structural conditions to make a structure safe, habitable, or otherwise useful; normal maintenance and minor repairs that do not change or adversely affect the fabric or appearance of a structure. *(Zoning - Historic)*

**PRESERVATION RESERVE** – A site or structure that is retained or set aside until a future time when proper research or financial feasibility allows for its rehabilitation, restoration and preservation. This mothballing or protective storage condition shall include: a plan; the stabilization of the structure; adequate protection from poachers and vandals; and all consideration to the health, safety and welfare of the neighboring community. The time limit for this Preservation Reserve status shall be 90 days, unless a mutually agreed upon time limit is set between the owner and the Historic District Commission. *(Zoning - Historic)*

**PRIORITY FUNDING AREA** – An area designated as a Priority Funding Area under Article 5-7B-02 of the state Finance and Procurement Article. *(Forest Conservation)*

**PRIVATE STREET** – A street not accepted or maintained by the City of Hagerstown. *(Subdivision and Land Development)*

**PROFESSIONAL AND WORKMAN LIKE MANNER** – The quality of work performed by a person who has the knowledge, training, or experience necessary for the successful practice of a trade or occupation and performed in a manner generally considered proficient by those capable of judging such work. *(Zoning)*

**PROJECT PLAN** – A construction, grading, or sediment control activity on an area of 40,000 square feet or greater. *(Forest Conservation)*

**PUBLIC UTILITY** – For the purposes of Article 7, any: *(Forest Conservation)*

1. transmission line or electric generating station; or
2. Water, sewer, electric, gas, telephone, and television cable service line.

**PUBLIC WAYS CONSTRUCTION STANDARDS & ENGINEERING GUIDELINES** – The formally adopted document of construction standard details, templates, and guidelines that governs development of public rights-of-way and construction within the City of Hagerstown. *(Subdivision and Land Development)*

**RECONSTRUCTION** – The process of reproducing by new construction the exact form and detail of a vanished structure, or part thereof, as it appeared at a specific period of time. "Reconstruction" should be undertaken only when the structure to be reconstructed is essential for understanding and interpreting the value of an entire site or district and sufficient documentation exists to ensure an exact reproduction of the original. *(Zoning - Historic)*

**RECREATION AREA** – An area requiring some constructed facilities and/or organized activities. Active recreational areas may include facilities such as swimming pools, play equipment, ball fields, court games, and picnic tables. *(Subdivision and Land Development)*

**RECREATIONAL VEHICLE** – A vehicle that is built on a single chassis which is 400 square feet or less at the longest horizontal projection, designed to be self-propelled or permanently towable by a light-duty truck, and designed primarily not for use as a permanent dwelling but as for temporary living quarters for recreational, camping, travel, or seasonal use. *(Floodplain)*

**RECYCLING** – An operation conducted entirely indoors which accepts recyclable materials and processes or sorts these materials for distribution back into an off-site re-manufacturing operation. This does not include operations which undertake curbside collection of recyclable materials nor the storage of a fleet of vehicles for such operations. *(Zoning)*

**REDEVELOPMENT** – Any construction, alteration, or improvement exceeding 2,500 square feet of land disturbance performed on sites where existing land use is commercial, industrial, institutional or multifamily residential, including the demolition and reconstruction of a building or a portion of a building. *(Subdivision and Land Development - Landscaping)*

**REFORESTATION** – *(Forest Conservation)*

1. "Reforestation" or "reforested" means the:
  - a. creation of a forest within seven years; or
  - b. establishment of a forest according to procedures set forth in the Forest Conservation Technical Manual.
2. "Reforestation" or "reforested" includes landscaping of areas under an approved landscaping plan establishing a forest at least 35 feet wide and covering 2,500 square feet or more of area.

3. "Reforestation" or "reforested" for a linear project which involves overhead transmission lines may consist of a biological community dominated by trees and woody shrubs with no minimum height or diameter criteria.

**REGULATED ACTIVITY** – Any of the following activities, when that activity occurs on a unit of land which is 40,000 square feet or greater: *(Forest Conservation)*

1. Subdivision;
2. Grading;
3. An activity that requires a sediment control permit;
4. An activity that requires a site plan;
5. Project plan of a local agency; or
6. Development project.

**REQUIRED IMPROVEMENTS** – Improvements shall mean storm drainage facilities, sanitary sewerage facilities, water supply facilities, streets, curbs, street lights, street signs, gutters, gas lines, electricity lines, walks and/or other accessory works and appurtenances. *(Subdivision and Land Development)*

**RESIDENTIAL FACILITIES WITH IN-HOUSE PROFESSIONAL CARE FOR UP TO THREE RESIDENTS WITH MENTAL AND/OR PHYSICAL DISABILITIES** – A dwelling unit occupied as a single-housekeeping unit in a family-like environment by up to three persons with mental and/or physical disabilities, plus support staff. *(Zoning)*

**RESTORATION** – The process of accurately recovering the form and details of a site or structure as it appeared at a particular period of time by means of removal of later work and the replacement of missing original work. *(Zoning - Historic)*

**RETENTION** – The deliberate holding and protecting of existing trees, shrubs or plants on the site according to established standards as provided in the City of Hagerstown Forest Conservation Technical Manual. *(Forest Conservation)*

**RIGHT-OF-WAY** – An area of land dedicated for use as a public way, typically for pedestrian and vehicular movement. In addition to the roadway, it normally incorporates the curbs, lawn strips, sidewalks, lighting, and drainage features. It may include special features required by topography or treatment such as grade separation, landscaped areas, viaducts, and bridges. *(Subdivision and Land Development)*

**SAFETY SERVICES** – Safety services shall include such services as police, fire, and rescue operations. *(Zoning)*

**SATELLITE SIMULCAST BETTING FACILITY** – A facility owned or leased by a person with a permit granted by the State Racing Commission to conduct satellite simulcast betting, as that term is defined in Maryland Business Regulation Code Ann §11-815, as amended from time to time, and which conforms to

all requirements of Maryland Business Regulation Code Ann §11-815, *et seq.*, as amended from time to time. (*Zoning*)

**SECURITY** – Valuable consideration pledged or deposited for the purpose of assuring performance of the obligations imposed under this and other City policies in a form acceptable to the City Attorney, including an irrevocable letter of credit, performance bond, or certified check. Sureties must be of AM Best Rating, listed as US Treasury approved, licensed and certified to conduct business in the State of Maryland. The City may also require the surety to produce A Summary Balance Sheet prior to acceptance of a bond. Letters of Credit shall be drawn on a Maryland bank branch and subject to automatic renewal. Performance bonds shall also be subject to automatic renewal. (*Subdivision and Land Development*)

**SEDIMENT CONTROL** – The activity regulated under an approved sediment control plan pursuant to Chapter 209 (Sediment Control) of the City Code. (*Forest Conservation*)

**SEEDLINGS** – An unbranched woody plant, less than 24 inches in height and having a diameter of less than one-half inch measured at two inches above the root collar. (*Forest Conservation*)

**SELECTIVE CLEARING** – The careful and planned removal of trees, shrubs, and plants using specific standards and protection measures under an approved forest conservation plan. (*Forest Conservation*)

**SETBACK** – The required minimum horizontal distance between the building line, as defined herein, and the related front, side or rear property line. (*Zoning*)

**SEWER CAPACITY ALLOCATION PROGRAM** – A Capacity Allocation Plan to provide for the management of existing and future wastewater commitments of the Hagerstown Wastewater Treatment Plant, as adopted by the City, and as may be amended from time to time. (*Subdivision and Land Development*)

**SHRUB** – A woody, branching plant of relatively low height, which are of a species which can be expected to reach a maximum height of 36 inches and a minimum spread of 30 inches within three years of planting. (*Subdivision and Land Development - Landscaping*)

**SIGN** – See “graphic.”

**SITE** – The location of an event of historical significance or a structure, whether standing or ruined, which possesses historical, archaeological, or cultural significance. (*Zoning - Historic*)

**SITE PLAN** – A plan of development required pursuant to Article 4, Subsection S.2, of this Chapter. (*Zoning, Subdivision and Land Development, and Forest Conservation*)

**SITE(S), HISTORIC** – One or more parcels, structures, or buildings that are either: designated as an Historic Landmark, included within a Historic District, included on the County Register of Historic Properties, or designated on the National Register of Historic Places. (*Subdivision and Land Development*)

**SKETCH PLAN** – A preliminary sketch plan of the proposed subdivision showing the developer's desires in regard to the future development of land for informal consideration by the Commission at the Preliminary Consultation. (*Subdivision and Land Development*)

***SMART GROWTH ARTS AND ENTERTAINMENT DISTRICT*** – An area designated by the state of Maryland within a jurisdiction intended to promote economic development through the promotion and attraction of businesses and organizations focused on the arts and entertainment industries. *(Zoning)*

***SOLAR COLLECTION SYSTEM*** – A panel or other solar energy device, the primary purpose of which is to provide for the collection, inversion, storage, and distribution of solar energy for electricity generation, space heating, space cooling or water heating. *(Zoning)*

***SPECIAL EXCEPTION*** – A grant of a specific use that would not be appropriate generally or without restriction and shall be based upon a finding that certain conditions governing special exceptions as detailed in Article 4 exist, that the use conforms to the plan and is compatible with the existing neighborhood. *(Zoning)*

***SPECIAL FLOOD HAZARD AREA (SFHA)*** – The land in the floodplain subject to a 1% percent or greater chance of flooding in any given year. Special flood hazard areas are designated by FEMA in Flood Insurance Studies and on Flood Insurance Rate Maps as Zones A, AE, AH, AO, A1-30 and A99. The term includes areas shown on other flood maps that are identified in Article 6. *(Floodplain)*

***SPECIFIED ANATOMICAL AREAS*** – *(Zoning)*

1. Less than completely and opaquely covered:
  - a. Human genitals, pubic region;
  - b. Buttock; and
  - c. Female breast below a point immediately above the top of the areola.
2. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

***SPECIFIED SEXUAL ACTIVITIES*** – *(Zoning)*

1. Human genitals in a state of sexual stimulation or arousal;
2. Acts of human masturbation, sexual intercourse or sodomy;
3. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

***SPECIMEN TREE*** – A particularly impressive or unusual example of a species due to its size, shape, age, or any other trait that epitomizes the character of the species *(Subdivision and Land Development - Landscaping)*

***START OF CONSTRUCTION*** – As pertains to Article 6, the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land

preparation, such as clearing, grading and filling, nor does it include the installation of streets, and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory structures, such as garages or sheds not occupied as dwelling units or not part of the main structure. For substantial improvements, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. (*Floodplain*)

**STOREFRONT SPACE** – Space for occupation in a commercial or mixed-use building which has display windows on the street. (*Zoning*)

**STORMWATER DETENTION STRUCTURE** – A permanent structure for the temporary storage of runoff, which is designed so as not to create a permanent pool of water. (*Zoning*)

**STORMWATER RETENTION STRUCTURE** – A permanent structure that provides for the storage of runoff by means of a permanent pool of water. (*Zoning*)

**STREAM BUFFER** – All lands lying within 50 feet, measured from the top of each normal bank of a perennial or intermittent stream. (*Forest Conservation*)

**STREAM, INTERMITTENT** – A stream in which surface water is absent during a part of the year as shown on the most recent 7.5 minute topographic quadrangle published by the United States Geologic Survey as confirmed by field verification. (*Forest Conservation*)

**STREAM, PERENNIAL** – A stream containing surface water throughout an average rainfall year, as shown on the most recent 7.5 minute topographic quadrangle published by the United States Geologic Survey, as confirmed by field verification. (*Forest Conservation*)

**STREAM RESTORATION PROJECT** – An activity that:

1. Is designed to stabilize stream banks or enhance stream function or habitat located within an existing stream, waterway, or floodplain;
2. Avoids and minimizes impacts to forests and provides for replanting on-site an equivalent number of trees to the number removed by the project;
3. May be performed under a municipal separate storm sewer system permit, a watershed implementation plan growth offset, or another plan administered by the state or local government to achieve or maintain water quality standards; and
4. Is not performed to satisfy stormwater management, wetlands mitigation, or any other regulatory requirement associated with proposed development activity. (*Forest Conservation*)

**STREET AND/OR ROAD** – A public right-of-way or thoroughfare, intended for vehicular traffic, accepted and approved by official action of the appropriate authority. (*Subdivision and Land Development*)



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**STREET CLASSIFICATIONS** – Functional classifications are defined in *Public Ways Construction Standards and Engineering Guidelines*, published by the City of Hagerstown Engineering Division. This document is to be utilized for the purpose of providing for the development of the streets, highways, roads and rights-of-way in the City, and for the future improvement, reconstruction, realignment, and necessary widening, including provision for curbs and sidewalks. (*Subdivision and Land Development*)

**STREET TREE** – A tree located between the curb and sidewalk in the public right-of-way or a tree located in a tree well within the sidewalk in the public right-of-way or a tree located within the street yard. (*Subdivision and Land Development - Landscaping*)

**STREET YARD** – The area of land along the front property line parallel to a right-of-way reserved for tree planting and landscaping. Also referred to as a tree planting easement. (*Subdivision and Land Development - Landscaping*)

**STRUCTURE** –

1. As pertains to all but Article 6, a combination of material to form a construction that is stable, including among other things, buildings, tanks and towers, trestles, piers, bridges, bulkheads, loading docks, smokestacks, cranes, booms, sheds, coal bins, shelters, fences, walls and display graphics visible or intended to be visible from a public way; the term “structure” shall be construed as if followed by the words, “or part thereof.” Structures shall comply with building setbacks as required by the various provisions of Article 4. (*Zoning*)
2. As pertains to Article 6, that which is built or constructed; specifically, a walled or roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home. (*Floodplain*)

**STRUCTURE, HISTORIC** – As pertains to Article 6, any structure that is:

1. Individually listed in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listings on the National Register;
2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
3. Individually listed on the Maryland Register of Historic Places; or
4. Individually listed on the inventory of historic places maintained by the City of Hagerstown whose historic preservation program has been certified by the Maryland Historical Trust or the Secretary of the Interior. (*Floodplain*)

**STRUCTURE, TEMPORARY** – For the purposes of Article 6, a structure installed, used, or erected for a period of less than 180 days. (*Floodplain*)

**SUBDIVISION** –

1. The division of a lot, tract, or parcel of land into lots, plats, sites, condominium units or spaces, or other divisions of land for the purpose, whether immediate or future, of sale or of building development. It includes re-subdivision and, when appropriate to the context, relates to the process of re-subdividing or to the land or territory subdivided. (*Subdivision and Land Development*)
2. For the purposes of Article 7, any division of a unit of land into two or more lots or parcels for the purpose, whether immediate or future, of transfer of ownership, sale, lease, or development pursuant to the City of Hagerstown Subdivision Regulations. (*Forest Conservation*)

**SUBDIVISION, MINOR** – The division of a residential parcel that has not been part of a previously recorded subdivision, into seven or fewer residential lots, fronting on an existing, approved public road and not requiring any new public or private access, nor the extension of a public wastewater or water line, nor requiring a waiver or variance from any requirement of this Chapter. (*Subdivision and Land Development*)

**SUBDIVISION PROCESS** – The process whereby a proposed subdivision is officially approved and thereby recorded. (*Subdivision and Land Development*)

**SUBSTANTIAL DAMAGE** – As pertains to Article 6, damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50% of the market value of the building or structure before the damage occurred. Also used as “substantially damaged” structures. (*Floodplain*)

**SUBSTANTIAL IMPROVEMENT** – As pertains to Article 6, any reconstruction, rehabilitation, addition or other improvement of a building or structure, the cost of which exceeds 50% percent of the market value of the building or structure before the start of construction of the improvement. The term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. A project for improvement of a building or structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official prior to the submission of an application for a permit and which are the minimum necessary to assure safe living conditions or
2. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure. (*Floodplain*)

**SUBSTANTIALLY REHABILITATED** – For the purposes of Article 4, the alteration or repair of an existing structure, the cost of which exceeds two times the full cash value of the structure as determined by the State of Maryland Tax Assessor. The entire structure so rehabilitated must satisfy the requirements of all applicable local codes, including but not limited to the Plumbing, Electrical, Housing, Fire and Property Maintenance Codes. (*Zoning*)

**TEMPORARY WIRELESS COMMUNICATION FACILITY (WCF)** – A WCF which is to be placed in use for a limited period of time, is not deployed in a permanent manner, and does not have a permanent foundation. (*Zoning-Wireless*)

**TERMINAL VISTA** – The building or landscape element that is visible at the end of a street, or along the outside edge of a curve. *(Subdivision and Land Development)*

**THEATER MARQUEE** – A canopy structure projecting over the entrance to a theater that contains graphics to identify the name of the theater and may include a changeable message area to promote upcoming on-site events. *(Zoning)*

**TIMBER HARVESTING** – *(Forest Conservation)*

1. “Timber harvesting” means a tree cutting operation affecting one or more acres of forest or developed woodland within a one-year interval that disturbs 5,000 square feet or more of forest floor.
2. “Timber harvesting” does not include grubbing and clearing of root mass.

**TRACT** – Property or unit of land subject to an application for a grading or sediment control permit, subdivision approval, project plan approval, or areas subject to a regulated activity. *(Forest Conservation)*

**TRACT FOR A PLANNED UNIT DEVELOPMENT** – The entire property subject to a planned unit development. *(Forest Conservation)*

**TRANSITIONAL RESIDENTIAL FACILITIES WITH IN-HOUSE PROFESSIONAL CARE FOR UP TO THREE TRANSITIONAL RESIDENTS BEING TREATED FOR SUBSTANCE ABUSE ISSUES** – A transitional living arrangement which performs more like multi-family housing than a single-family housekeeping unit for up to three persons being treated for substance abuse, plus support staff, in transition between institutional detoxification and independent living. *(Zoning)*

**TRANSPORTATION PLAN** – The plan for streets and highways included in the transportation plan element of the City’s officially adopted Comprehensive Plan. *(Subdivision and Land Development)*

**TREE** – A large, branched woody plant having one or several self-supporting stems or trunks that reach a height of at least 20 feet at maturity. *(Forest Conservation)*

**TREE, CANOPY (SHADE)** – A species of tree which normally grows to a mature height of 40 feet or more with a minimum of mature crown width of 30 feet. Such trees shall be at least 1.75 inches to 2.5 inches in diameter, measured at five feet, when planted. *(Subdivision and Land Development - Landscaping)*

**TREE, CHAMPION** – The largest tree of its species within the United States, the state, county, or municipality. *(Forest Conservation)*

**TREE, CHAMPION OF THE STATE** – A tree designated by the Department of Natural Resources to be a state champion tree. *(Forest Conservation)*

**UNDERSTORY TREE** – A species of tree which normally grows to a mature height of 15 to 35 feet in height. Understory trees shall be a minimum of four feet high and one inch in caliper (measured six inches above grade) when planted. *(Zoning - Landscaping)*

**UNDUE FINANCIAL HARDSHIP** – A condition, demonstrated to the satisfaction of the Historic District Commission, showing that the retention of a building, structure or feature in a historic district

denies the property owner all reasonable use of a property, or the cost of necessary or required improvements outweigh the anticipated fair market value of a property after completion of repairs or rehabilitation. Undue financial hardship is not an analysis of the individual financial capacity of the owner or applicant to implement rehabilitation or improvements. *(Zoning - Historic)*.

**USE** – Any activity, occupation, business or operation conducted or intended to be conducted in a building or other structure or on a tract of land. *(Zoning)*

**UTILITIES** – For the purposes of Articles 4 and 5, Municipal utilities of the City of Hagerstown and other private utilities. *(Zoning and Subdivision and Land Development)*

**VAPOR LOUNGE** – Any facility, establishment, or location, whether fixed or mobile, whose business operation, whether as its primary use or as an ancillary use, includes the utilization of a heating element that vaporizes a substance that releases nicotine, tobacco, flavored vapor or other substances through one or more electronic or battery operated delivery devices, including any device known as an electronic cigarette (also commonly referred to as E-Cig, E-cigarette, E-pipe, Electronic cigarillo, hookah pen, E-hookah, vape pen, vape pipe or any other electronic cigarette product), including but not limited to establishments known variously as vape bars, vape lounges, e-cigarette bars, or vape cafes. *(Zoning)*

**VARIANCE, FLOODPLAIN** – The grant of relief from the strict application of one or more requirements of Article 6 of this Chapter. *(Floodplain)*

**VARIANCE, FOREST CONSERVATION** – Relief from Article 7 of this Chapter and does not mean a zoning variance. *(Forest Conservation)*

**VARIANCE, ZONING** – A modification only of density, bulk or area requirements in Article 4 where such modification will not be contrary to the public interest and where, owing to conditions peculiar to the property and not the results of any action taken by the applicant, a literal enforcement of the Zoning Ordinance would result in unnecessary hardship or practical difficulties. *(Zoning)*

**VIOLATION** – As pertains to Article 6, any construction or development in a special flood hazard area that is being performed without an issued permit. The failure of a building, structure, or other development for which a permit is issued to be fully compliant with these regulations and the conditions of the issued permit. A building, structure or other development without the required design certifications, the elevation certificate, or other evidence of compliance required is presumed to be a violation until such time as the required documentation is provided. *(Floodplain)*

**WALL** – A constructed solid barrier of concrete, stone, brick, tile, wood, or similar type of material that restricts the flow of air and light for the purposes of providing a boundary, separating lots or enclosing space. *(Zoning)*

**WAREHOUSE** – A building and/or open area that is used for the temporary storage of materials or merchandise in an organized manner before their export or distribution for sale, or for the long-term storage of personal property with no definite plans for the future disposition of that property. A warehouse shall not include the processing or sorting of recyclables, scrap, or rubbish for distribution back into the chain of re-manufacture, or the bulk storage of fuels or junked automobiles and their parts. *(Zoning)*

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**WATERCOURSE** – The channel, including channel banks and bed, of non-tidal waters of the State. (*Floodplain*)

**WATERS OF THE STATE** – Waters of the state include:

1. Both surface and underground waters within the boundaries of the state subject to its jurisdiction;
2. That portion of the Atlantic Ocean within the boundaries of the state;
3. The Chesapeake Bay and its tributaries;
4. All ponds, lakes, rivers, streams, public ditches, tax ditches, and public drainage systems within the state, other than those designed and used to collect, convey, or dispose of sanitary sewage; and
5. The floodplain of free-flowing waters determined by MDE on the basis of the 100-year flood frequency. (*Floodplain*)

**WATERSHED** – All land lying within an area described as a sub-basin in water quality regulations adopted by the Department of the Environment under COMAR 26.08.02.08. (*Forest Conservation*)

**WETLANDS** – As pertains to Article 5, those areas that are inundated and saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. (*Subdivision and Land Development*)

**WETLANDS, NON-TIDAL** – As pertains to Article 7 of this Chapter,

1. An area that is:
  - a. Inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and under normal conditions does support, a prevalence of vegetation typically adapted for life in saturated soil conditions, commonly known as hydrophytic vegetation; and
  - b. Considered a non-tidal wetland in accordance with the publication known as the “Federal Manual for Identifying and Delineating Jurisdictional Wetlands,” published in 1989 and as may be amended and interpreted by the U.S. Environmental Protection Agency.
2. “Non-tidal wetlands” does not include tidal wetlands regulated under Natural Resources Article, Title 9, Annotated Code of Maryland. (*Forest Conservation*)

**WHIP** – An unbranched woody plant greater than 24 inches in height and having a diameter of less than one inch measured at two inches above the transition zone between stem and root at the ground line of a tree or seedling. (*Forest Conservation*)

**WIND ENERGY SYSTEM, BUILDING-MOUNTED** – An exterior, building-mounted, accessory device or devices and essential supporting structure to a permitted principal use specifically designed to convert kinetic wind energy to electric power and having a rated maximum output of no more than 15 kilowatts of electricity for direct consumption on the subject property or for connection to the electric power grid to offset the cost of electric service consumed on the subject property. (*Zoning*)

**WIND ENERGY SYSTEM, LARGE** – An exterior accessory device and essential supporting structure specifically designed to convert kinetic wind energy to electric power and having a rated maximum output of more than 15 kilowatts of electricity for direct consumption on the subject property or for connection to the electric power grid to offset the cost of electric service consumed on the subject property. (Zoning)

**WIND ENERGY SYSTEM, SMALL** – An exterior, ground-mounted, accessory device or devices and essential supporting structure to a permitted principal use specifically designed to convert kinetic wind energy to electric power and having a rated maximum output of not more than 15 kilowatts of electricity for direct consumption on the subject property or for connection to the electric power grid to offset the cost of electric service consumed on the subject property. Any wind energy system that exceeds these parameters shall be classified as a Large Wind Energy System. (Zoning)

**WIRELESS COMMUNICATIONS** – Any personal wireless services as defined by the Federal Telecommunications Act of 1996 which includes FCC-licensed commercial wireless telecommunications services including cellular, personal communications services (PCS), specialized mobile radio (SMR), enhanced specialized mobile radio (ESMR), paging, and similar services that currently exist or that may in the future be developed. This does not include: (1) radio antennas operated by federally licensed amateur radio operators which are exempt from local zoning restrictions; (2) antennas and towers operated by safety services, such as police, fire, and rescue operations; or (3) essential utility equipment. (Zoning - Wireless)

**(MICRO) WIRELESS COMMUNICATION ANTENNA ARRAY** – An antenna array for the reception of wireless communications services, less than two meters in height and diameter, which is either ground-mounted or attached to an existing building or structure. (Zoning - Wireless)

**WIRELESS COMMUNICATION ANTENNA ARRAY (ANTENNA ARRAY)** – One or more whips, panels, discs or similar devices used for the transmission or reception of radio frequency (RF) signals, which may include omni-directional antenna (whip), directional antenna (panel) and parabolic antenna (disc or dish). (Zoning - Wireless)

**WIRELESS COMMUNICATION FACILITY (WCF)** – Any unstaffed facility for the transmission and/or reception of wireless communications services, usually consisting of an *antenna array*, transmission cables, and *equipment facility*, and a *support structure* used to achieve the necessary elevation. (Zoning - Wireless)

**WIRELESS COMMUNICATION SUPPORT STRUCTURE (SUPPORT STRUCTURE)** – A structure designed and constructed specifically to support an *antenna array*, and may include a monopole, self-supporting (lattice) tower, guy-wire support tower and other similar structures. Any device which is used to attach an *attached WCF* to an existing building or structure shall be excluded from the definition of and regulations applicable to support structures. (Zoning - Wireless)

**YARD SALE** – All general sales open to the public, conducted by a resident from or on residential premises in any zoning district, as regulated in Article 4, Subsection K.7., for the purpose of disposing of personal property, including but not limited to all sales entitled “garage,” “lawn,” “yard,” “attic,” “porch,” “room,” “backyard,” “patio,” or “rummage” sale. A yard sale shall not include the sale of inventory purchased or acquired by the resident for the purpose of resale. (Zoning)

**YARD TYPES:** (Note: For methods of calculation, please refer to Article 4, Subsection K.6 of this Chapter). (*Zoning*)

1. **FRONT YARD** – A yard extending between side lot lines across the front of a lot.
2. **REAR YARD** – A yard extending across the rear of the lot between inner side yard lines. In the case of through lot and reversed frontage corner lots with normal frontage, the rear yard shall extend from the inner side yard line of the side yard adjacent to the interior lot to the rear line of the half-depth front yard.
3. **SIDE YARD** – A yard extending from the rear line of the required front yard to the rear lot line.

**ZERO LOT LINE DEVELOPMENT** – A method of developing land where single-family detached dwellings are built on a side lot line. This form of development is not currently permitted by this Chapter, however, any such existing development in existence as of September 26, 2008, is a legal non-conforming use. (*Zoning*)

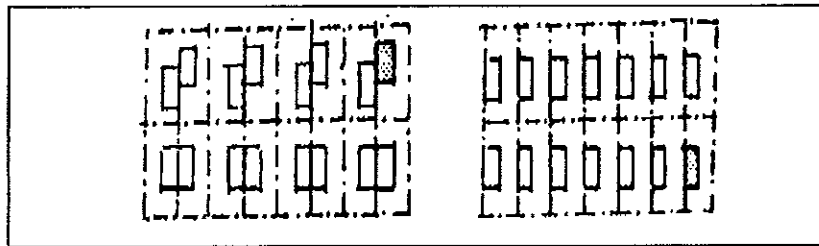


Figure 8 – Left: Semi-Detached Dwelling Units  
Right: Zero Lot Line Dwelling Units

**ZONING ADMINISTRATOR** – The administrative officer appointed by the City Council of Hagerstown to administer and enforce the provisions of this Chapter. For the purposes of the administration of this Chapter, this definition shall include the Zoning Administrator's staff or authorized representative acting on the Zoning Administrator's behalf. (*Zoning*)

**ZONING MAP** – The Zoning District Map of the City of Hagerstown, Maryland, and adjacent areas, adopted as part of the Zoning Ordinance, together with all amendments and revisions thereto subsequently adopted. (*Zoning*)

**ZONING ORDINANCE** – The officially adopted Zoning Ordinance and Zoning Map for the City of Hagerstown, Maryland, and all amendments thereto. [*Editor's Note: Article 4 of this Chapter*] (*Subdivision and Land Development*)

**ZONING PERMIT** – A written statement issued by the Zoning Administrator authorizing buildings, structures or uses consistent with the terms of the Zoning Ordinance and for the purpose of carrying out and enforcing its provisions. (*Zoning*)

ARTICLE 6  
**Floodplain Management Ordinance**  
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**ARTICLE 6**  
**Floodplain Management Ordinance**

**A. General Provisions.**

**1. Findings.**

The Federal Emergency Management Agency has identified special flood hazard areas within the boundaries of the City of Hagerstown. Special flood hazard areas are subject to periodic inundation which may result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare. Structures that are inadequately elevated, improperly flood proofed, or otherwise unprotected from flood damage also contribute to flood losses.

The City of Hagerstown, by resolution, agreed to meet the requirements of the National Flood Insurance Program and was accepted for participation in the program on April 17, 1978. As of that date all development and new construction as defined herein, are to be compliant with these regulations.

**2. Statutory Authorization.**

The Maryland General Assembly, in Md. Code Ann., Land use Article, Title 4, has established as policy of the state that the orderly development and use of land and structures requires comprehensive regulation through the implementation of planning and zoning control, and that planning and zoning controls shall be implemented by local government in order to, among other purposes, secure the public safety, promote health and general welfare, and promote the conservation of natural resources. Therefore, the Mayor and City Council of the City of Hagerstown does hereby adopt the following floodplain management regulations.

**3. Statement of Purpose.**

It is the purpose of these regulations to promote the public health, safety and general welfare, and to:

- a. Protect human life, health and welfare;
- b. Encourage the utilization of appropriate construction practices in order to prevent or minimize flood damage in the future;
- c. Minimize flooding of water supply and sanitary sewage disposal systems;
- d. Maintain natural drainage;
- e. Reduce financial burdens imposed on the community, its governmental units and its residents, by discouraging unwise design and construction of development in areas subject to flooding;
- f. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- g. Minimize prolonged business interruptions;

- h. Minimize damage to public facilities and other utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges;
- i. Reinforce that those who build in and occupy special flood hazard areas should assume responsibility for their actions;
- j. Minimize the impact of development on adjacent properties within and near flood-prone areas;
- k. Provide that the flood storage and conveyance functions of floodplains are maintained;
- l. Minimize the impact of development on the natural and beneficial functions of floodplains;
- m. Prevent floodplain uses that are either hazardous or environmentally incompatible; and
- n. Meet the community participation requirements of the National Flood Insurance Program, as set forth in the Code of Federal Regulations (CFR) at 44 CFR, Section 59.22.

4. **Areas to Which These Regulations Apply.**

These regulations shall apply to all special flood hazard areas within the jurisdiction of the City of Hagerstown, and identified in Section A.5., below.

5. **Basis for Establishing Special Flood Hazard Areas and Base Flood Elevations.**

- a. **Minimum Basis.** For the purposes of these regulations, the minimum basis for establishing special flood hazard areas and base flood elevations is the Flood Insurance Study for Washington County, Maryland and Incorporated Areas dated August 15, 2017 or the most recent revision thereof, and the accompanying Flood Insurance Rate Map(s) (FIRMs) and all subsequent amendments and revisions to the FIRMs. The FIS and FIRMs are retained on file and available to the public at the office of the Zoning Administrator, who shall serve as the Floodplain Ordinance Administrator.
- b. **Special Flood Hazard Areas.** Where field surveyed topography or digital topography indicates that ground elevations are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard on the FIRM, the area shall be considered as special flood hazard area.
- c. **Base Flood Elevations When Not on FIRM.** To establish base flood elevations in special flood hazard areas that do not have such elevations shown on the FIRM, the Floodplain Ordinance Administrator may provide the best available data for base flood elevations, may require the applicant to obtain available information from federal, state or other sources, or may require the applicant to establish special flood hazard areas and base flood elevations as set forth in Subsection B.3., Subsection B.4., and Subsection B.5 of this Article.

6. **Abrogation and Greater Restrictions.**

These regulations are not intended to repeal or abrogate any existing regulations and ordinances, including subdivision regulations, zoning ordinances, building codes, or any existing easements,

covenants, or deed restrictions. In the event of a conflict between these regulations and any other ordinance, the more restrictive shall govern.

**7. Interpretation.**

In the interpretation and application of these regulations, all provisions shall be:

- a. Considered as minimum requirements;
- b. Liberally construed to accomplish the intended purpose of these regulations; and,
- c. Deemed neither to limit nor repeal any other powers granted under state statutes.

Notes referencing publications of the Federal Emergency Management Agency refer to the most recent edition of those publications, are intended only as guidance, and do not bind or alter the authority of the Floodplain Administrator to interpret and apply these regulations.

**8. Warning and Disclaimer of Liability.**

The degree of flood protection required by these regulations is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur, and flood heights may be increased by man-made or natural causes. These regulations do not imply that land outside of the special flood hazard areas or uses that are permitted within such areas will be free from flooding or flood damage.

These regulations shall not create liability on the part of the City of Hagerstown, any officer or employee thereof, the Maryland Department of the Environment (MDE) or the Federal Emergency Management Agency (FEMA), for any flood damage that results from reliance on these regulations or any administrative decision lawfully made hereunder.

**9. Definitions.**

The terms, as defined herein, shall be those found in Article 3 of this Chapter that are followed by the administrative note "(Floodplain)".

**10. Severability.**

Should any section or provision of these regulations be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the regulations as a whole, or any part thereof other than the part so declared to be unconstitutional or invalid.

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**B. Administration.**

**1. Designation of the Floodplain Administrator.**

The Zoning Administrator is hereby appointed to administer and implement these regulations and is referred to herein as the Floodplain Administrator. The Floodplain Administrator may:

- a. Delegate duties and responsibilities set forth in these regulations to qualified technical personnel, plan examiners, inspectors, and other employees.
- b. Where in accordance with established City of Hagerstown procedures and standards, enter into a written agreement or written contract with another Maryland community or private sector entity to administer specific provisions of these regulations. Administration of any part of these regulations by another entity shall not relieve the community of its responsibilities pursuant to the participation requirements of the National Flood Insurance Program as set forth in the Code of Federal Regulations at 44 C.F.R. Section 59.22.

**2. Duties and Responsibilities of the Floodplain Administrator.**

The duties and responsibilities of the Floodplain Administrator shall include but are not limited to:

- a. Review applications for permits to determine whether proposed activities will be located in flood hazard areas.
- b. Interpret floodplain boundaries and provide available base flood elevation and flood hazard information.
- c. Review applications to determine whether proposed activities will be reasonably safe from flooding and require new construction and substantial improvements to meet the requirements of these regulations.
- d. Review applications to determine whether all necessary permits have been obtained from the federal, state or local agencies from which prior or concurrent approval is required; in particular, permits from MDE for any construction, reconstruction, repair, or alteration of a dam, reservoir, or waterway obstruction (including bridges, culverts, structures), any alteration of a watercourse, or any change of the course, current, or cross section of a stream or body of water, including any change to the 100-year frequency floodplain of free-flowing non-tidal waters of the state.
- e. Verify that applicants proposing an alteration of a watercourse have notified adjacent communities and MDE (NFIP State Coordinator), and have submitted copies of such notifications to FEMA.
- f. Approve applications and issue permits to develop in flood hazard areas if the provisions of these regulations have been met, or disapprove applications if the provisions of these regulations have not been met.
- g. Inspect or cause to be inspected, buildings, structures, and other development for which permits have been issued to determine compliance with these regulations or to determine if non-compliance has occurred or violations have been committed.

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- h. Review Elevation Certificates and require incomplete or deficient certificates to be corrected.
  - i. Submit to FEMA, or require applicants to submit to FEMA, data and information necessary to maintain FIRMs, including hydrologic and hydraulic engineering analyses prepared by or for the City of Hagerstown, within six months after such data and information becomes available if the analyses indicate changes in base flood elevations or boundaries.
  - j. Maintain and permanently keep records that are necessary for the administration of these regulations, including:
    - (1) Flood Insurance Studies, Flood Insurance Rate Maps (including historic studies and maps and current effective studies and maps) and Letters of Map Change; and
    - (2) Documentation supporting issuance and denial of permits, Elevation Certificates, documentation of the elevation (in relation to the datum on the FIRM) to which structures have been flood proofed, other required design certifications, variances, and records of enforcement actions taken to correct violations of these regulations.
  - k. Enforce the provisions of these regulations, investigate violations, issue notices of violations or stop work orders, and require permit holders to take corrective action.
  - l. Advise the Board of Zoning Appeals regarding the intent of these regulations and, for each application for a variance, prepare a staff report and recommendation.
  - m. Administer the requirements related to proposed work on existing buildings:
    - (1) Make determinations as to whether buildings and structures that are located in flood hazard areas and that are damaged by any cause have been substantially damaged.
    - (2) Make reasonable efforts to notify owners of substantially damaged structures of the need to obtain a permit to repair, rehabilitate, or reconstruct, and prohibit the noncompliant repair of substantially damaged buildings except for temporary emergency protective measures necessary to secure a property or stabilize a building or structure to prevent additional damage.
  - n. Undertake, as determined appropriate by the Floodplain Administrator due to the circumstances, other actions which may include but are not limited to: issuing press releases, public service announcements, and other public information materials related to permit requests and repair of damaged structures; coordinating with other federal, state, and local agencies to assist with substantial damage determinations; providing owners of damaged structures information related to the proper repair of damaged structures in special flood hazard areas; and assisting property owners with documentation necessary to file claims for Increased Cost of Compliance (ICC) coverage under NFIP flood insurance policies.
  - o. Notify the Federal Emergency Management Agency when the corporate boundaries of the City of Hagerstown have been modified and:

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- (1) Provide a map that clearly delineates the new corporate boundaries or the new area for which the authority to regulate pursuant to these regulations has either been assumed or relinquished through annexation; and
    - (2) If the FIRM for any annexed area includes special flood hazard areas that have flood zones that have regulatory requirements that are not set forth in these regulations, prepare amendments to these regulations to adopt the FIRM and appropriate requirements, and submit the amendments to the governing body for adoption; such adoption shall take place within six months of the date of annexation and a copy of the amended regulations shall be provided to MDE (NFIP State Coordinator) and FEMA.
  - p. Upon the request of FEMA, complete and submit a report concerning participation in the NFIP which may request information regarding the number of buildings in the SFHA, number of permits issued for development in the SFHA, and number of variances issued for development in the SFHA.
3. **Use and Interpretation of FIRMs.**
- The Floodplain Administrator shall make interpretations, where needed, as to the exact location of special flood hazard areas, floodplain boundaries, and floodway boundaries. The following shall apply to the use and interpretation of FIRMs and data:
- a. Where field surveyed topography indicates that ground elevations:
    - (1) Are below the base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as special flood hazard area and subject to the requirements of these regulations;
    - (2) Are above the base flood elevation, the area shall be regulated as a special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.
  - b. In FEMA-identified special flood hazard areas where base flood elevation and floodway data have not been identified and in areas where FEMA has not identified special flood hazard areas, any other flood hazard data available from a Federal, State, or other source shall be reviewed and reasonably used.
  - c. Base flood elevations and designated floodway boundaries on FIRMs and in FISs shall take precedence over base flood elevations and floodway boundaries by any other sources if such sources show reduced floodway widths and/or lower base flood elevations.
  - d. Other sources of data shall be reasonably used if such sources show increased base flood elevations and/or larger floodway areas than are shown on FIRMs and in FISs.
  - e. If a Preliminary Flood Insurance Rate Map and/or a Preliminary Flood Insurance Study has been provided by FEMA:



- (1) Upon the issuance of a Letter of Final Determination by FEMA, if the preliminary flood hazard data is more restrictive than the effective data, it shall be used and shall replace the flood hazard data previously provided from FEMA for the purposes of administering these regulations.
- (2) Prior to the issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data shall be deemed the best available data pursuant to Subsection A.5.c and used where no base flood elevations and/or floodway areas are provided on the effective FIRM.
- (3) Prior to issuance of a Letter of Final Determination by FEMA, the use of preliminary flood hazard data is permitted where the preliminary base flood elevations floodplain or floodway boundaries exceed the base flood elevations and/or designated floodway widths in existing flood hazard data provided by FEMA. Such preliminary data may be subject to change and/or appeal to FEMA.

**4. Permits Required and Expiration.**

- a. It shall be unlawful for any person to begin any development or construction which is wholly within, partially within, or in contact with any flood hazard area established in Subsection A.5., including but not limited to:

- (1) Filling; grading;
- (2) Construction of new structures;
- (3) The substantial improvement of buildings or structures, including repair of substantial damage;
- (4) Placement or replacement of manufactured homes, including substantial improvement or repair of substantial damage of manufactured homes;
- (5) Erecting or installing a temporary structure, or
- (6) Alteration of a watercourse,

until a permit is obtained from the City of Hagerstown. No such permit shall be issued until the requirements of these regulations have been met. This provision shall not prohibit work that involves the ongoing repair and maintenance of a building that does not meet the definition of "substantial improvement."

- b. In addition to the permits required in Subsection a. above, applicants for permits in non-tidal waters of the state are advised to contact MDE. Unless waived by MDE, pursuant to Code of Maryland Regulations 26.17.04, Construction on Non-tidal Waters and Floodplains, MDE regulates the "100-year frequency floodplain of free-flowing waters," also referred to as non-tidal waters of the state. To determine the 100-year frequency floodplain, hydrologic calculations are based on the ultimate development of the watershed, assuming existing zoning. The resulting flood hazard areas delineated using the results of such calculations may be different than the

special flood hazard areas established in Subsection A.5. of these regulations. A permit from the City of Hagerstown is still required in addition to any State requirements.

- c. A permit is valid provided the actual start of work is within 180 days of the date of permit issuance. Requests for extensions shall be submitted in writing and justifiable cause demonstrated. The Floodplain Administrator may grant, in writing, one or more extensions of time, for additional periods not exceeding 90 days each and provided there has been no amendment or revision to the basis for establishing special flood hazard areas and BFEs set forth in Subsection A.5.

**5. Application Required.**

Application for a permit shall be made by the owner of the property or the owner's authorized agent (herein referred to as the applicant) prior to the start of any work. The application shall be on a form furnished for that purpose.

**a. Application Contents.**

At a minimum, applications shall include:

- (1) Site plans drawn to scale showing the nature, location, dimensions, and existing and proposed topography of the area in question, and the location of existing and proposed structures, excavation, filling, storage of materials, drainage facilities, and other proposed activities.
- (2) Elevation of the existing natural ground where buildings or structures are proposed, referenced to the datum on the FIRM.
- (3) Delineation of flood hazard areas, designated floodway boundaries, flood zones, base flood elevations, and flood protection setbacks. Base flood elevations shall be used to delineate the boundary of flood hazard areas and such delineations shall prevail over the boundary of SFHAs shown on FIRMs.
- (4) Where floodways are not delineated or base flood elevations are not shown on the FIRMs, the Floodplain Administrator has the authority to require the applicant to use information provided by the Floodplain Administrator, information that is available from federal, state, or other sources, or to determine such information using accepted engineering practices or methods approved by the Floodplain Administrator. [Note: See "Managing Floodplain Development in Approximate Zone A Areas: A Guide for Obtaining and Developing Base (100-Year) Flood Elevations" (FEMA 265).]
- (5) Determination of the base flood elevations, for development proposals and subdivision proposals, each with at least five lots or at least five acres, whichever is the lesser, in special flood hazard areas where base flood elevations are not shown on the FIRM; if hydrologic and hydraulic engineering analyses are submitted, such analyses shall be performed in accordance with the requirements and specifications of MDE and FEMA.
- (6) Hydrologic and hydraulic engineering analyses for proposals in special flood hazard areas where FEMA has provided base flood elevations but has not delineated a floodway; such

analyses shall demonstrate that the cumulative effect of proposed development, when combined with all other existing and anticipated development will not increase the water surface elevation of the base flood by more than one foot or a lower increase if required by MDE.

- (7) For encroachments in floodways, an evaluation of alternatives to such encroachments, including different uses of the site or portion of the site within the floodway, and minimization of such encroachment.
- (8) If fill is proposed to be placed for a purpose other than to elevate structures, the applicant shall indicate the intended purpose for the fill.
- (9) For proposed buildings and structures, including substantial improvement and repair of substantial damage, and placement and replacement of manufactured homes, including substantial improvement and repair of substantial damage:
  - (a) The proposed elevation of the lowest floor, including basement, referenced to the datum on the FIRM and a signed Agreement to Submit an Elevation Certificate.
  - (b) The signed Declaration of Land Restriction (Non-conversion Agreement) that shall be recorded on the property deed prior to issuance of the Certificate of Occupancy, if the application includes an enclosure below the lowest floor or a crawl/underfloor space that is more than four feet in height.
  - (c) A written evaluation of alternative methods considered to elevate structures and manufactured homes, if the location is in non-tidal waters of the state and fill is proposed to achieve the elevation required in Section D.4.a or Section D.4.b.
- (10) For accessory structures that are 300 square feet or larger in area (footprint) but no larger than 600 square feet in area (footprint) and that are below the base flood elevation, a Declaration of Land Restriction (Non-conversion Agreement) shall be recorded on the property deed prior to issuance of the Certificate of Occupancy.
- (11) For temporary structures and temporary storage, specification of the duration of the temporary use.
- (12) For proposed work on existing buildings, structure, and manufactured homes, including any improvement, addition, repairs, alterations, rehabilitation, or reconstruction, sufficient information to determine if the work constitutes substantial improvement or repair of substantial damage, including but not limited to:
  - (a) If the existing building or structure was constructed after April 17, 1978, evidence that the work will not alter any aspect of the building or structure that was required for compliance with the floodplain management requirements in effect at the time the building or structure was permitted.
  - (b) If the proposed work is a horizontal addition, a description of the addition and whether it will be independently supported or structurally connected to the base building and the nature of all other modifications to the base building, if any.

- (c) Documentation of the market value of the building or structure before the improvement or, if the work is repair of damage, before the damage occurred.
  - (d) Documentation of the actual cash value of all proposed work, including the actual cash value of all work necessary to repair and restore damage to the before-damaged condition, regardless of the amount of work that will be performed. The value of work performed by the owner or volunteers shall be valued at market labor rates; the value of donated or discounted materials shall be valued at market rates.
- (13) Certifications and/or technical analyses prepared or conducted by a licensed professional engineer or licensed architect, as appropriate, including:
- (a) The determination of the base flood elevations or hydrologic and hydraulic engineering analyses prepared by a licensed professional engineer that are required by the Floodplain Administrator or are required by these regulations in: Subsection C.2 for certain subdivisions and development; Subsection D.3.a for development in designated floodways; Subsection D.3.c. for development in flood hazard areas with base flood elevations but no designated floodways; and Subsection D.3.e for deliberate alteration or relocation of watercourses.
  - (b) The Flood Proofing Certificate for nonresidential structures that are flood proofed as required in Subsection D.5.b.
  - (c) Certification that engineered flood openings are designed to meet the minimum requirements of Subsection D.4.c(3) to automatically equalize hydrostatic flood forces.
- (14) For nonresidential structures that are proposed with flood proofing, an operations and maintenance plan as specified in Subsection D.5.b.(3).
- (15) Such other material and information as may be requested by the Floodplain Administrator and necessary to determine conformance with these regulations.
- b. **New Technical Data.**
- (1) The applicant may seek a Letter of Map Change by submitting new technical data to FEMA, such as base maps, topography, and engineering analyses to support revision of floodplain and floodway boundaries and/or base flood elevations. Such submissions shall be prepared in a format acceptable to FEMA and any fees shall be the sole responsibility of the applicant. A copy of the submittal shall be attached to the application for a permit.
  - (2) If the applicant submits new technical data to support any change in floodplain and designated floodway boundaries and/or base flood elevations but has not sought a Letter of Map Change from FEMA, the applicant shall submit such data to FEMA as soon as practicable, but not later than six (6) months after the date such information becomes available. Such submissions shall be prepared in a format acceptable to FEMA and any fees shall be the sole responsibility of the applicant.

**6. Review of Application.**

The Floodplain Administrator shall:

- a. Review applications for development in special flood hazard areas to determine the completeness of information submitted. The applicant shall be notified of incompleteness or additional information that is required to support the application.
- b. Notify applicants that permits from MDE and the U.S. Army Corps of Engineers, and other state and federal authorities may be required.
- c. Review all permit applications to assure that all necessary permits have been received from the federal, state or local governmental agencies from which prior approval is required. The applicant shall be responsible for obtaining such permits, including permits issued by:
  - (1) The U.S. Army Corps of Engineers under Section 10 of the Rivers and Harbors Act and Section 404 of the Clean Water Act;
  - (2) MDE pursuant to COMAR 26.23 (Non-tidal Wetlands) and Section 401 of the Clean Water Act; and,
  - (3) MDE for construction on non-tidal waters of the State pursuant to COMAR 26.17.04.
- d. Review applications for compliance with these regulations after all information required in Subsection B.5 of these regulations or identified and required by the Floodplain Administrator has been received.

**7. Inspections.**

The Floodplain Administrator shall make periodic inspections of development permitted in special flood hazard areas, at appropriate times throughout the period of construction in order to monitor compliance. Such inspections may include:

- a. Stake-out inspection, to determine location on the site relative to the flood hazard area and designated floodway.
- b. Foundation inspection, upon placement of the lowest floor and prior to further vertical construction, to collect information or certification of the elevation of the lowest floor.
- c. Inspection of enclosures below the lowest floor, including crawl/underfloor spaces, to determine compliance with applicable provisions.
- d. Utility inspection, upon installation of specified equipment and appliances, to determine appropriate location with respect to the base flood elevation.
- e. Final inspection prior to issuance of the Certificate of Occupancy.

**8. Submissions Required Prior to Final Inspection.**

Pursuant to the Agreement to Submit an Elevation Certificate submitted with the application as required in Subsection B.5.a(9), the permittee shall have an Elevation Certificate prepared and submitted prior to final inspection and issuance of a Certificate of Occupancy for elevated structures and manufactured homes, including new structures and manufactured homes, substantially improved structures and manufactured homes, and additions to structures and manufactured homes.

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**C. Requirements in All Special Flood Hazard Areas.****1. Application of Requirements.**

The general requirements of this section apply to all development proposed within all special flood hazard areas identified in Subsection A.5.

**2. Subdivision Proposals and Development Proposals.****a. In all flood zones:**

- (1) Subdivision proposals and development proposals shall be consistent with the need to minimize flood damage and are subject to all applicable standards in these regulations.
- (2) Subdivision proposals and development proposals shall have utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- (3) Subdivision proposals and development proposals shall have adequate drainage paths provided to reduce exposure to flood hazards and to guide floodwaters around and away from proposed structures.
- (4) Subdivision proposals and development proposals containing at least five lots or at least five acres, whichever is the lesser, that are wholly or partially in flood hazard areas where base flood elevation data are not provided by the Floodplain Administrator or available from other sources, shall be supported by determinations of base flood elevations as required in Subsection B.5 of these regulations.
- (5) Subdivision access roads shall have the driving surface at or above the base flood elevation.

**b. In special flood hazard areas of non-tidal waters of the State:**

- (1) Subdivision proposals shall be laid out such that proposed building pads are located outside of the special flood hazard area and any portion of platted lots that include land areas that are below the base flood elevation shall be used for other purposes, deed restricted, or otherwise protected to preserve it as open space.
- (2) Subdivision access roads shall have the driving surface at or above the base flood elevation.

**3. Protection of Water Supply and Sanitary Sewage Systems.**

- a. New and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems.
- b. New and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into systems and discharges from systems into floodwaters.
- c. On-site waste disposal systems shall be located to avoid impairment to or contamination from them during conditions of flooding.



**4. Buildings and Structures.**

New buildings and structures (including the placement and replacement of manufactured homes) and substantial improvement of existing structures (including manufactured homes) that are located, in whole or in part, in any special flood hazard area shall:

- a. Be designed (or modified) and constructed to safely support flood loads. The construction shall provide a complete load path capable of transferring all loads from their point of origin through the load-resisting elements to the foundation. Structures shall be designed, connected and anchored to resist flotation, collapse or permanent lateral movement due to structural loads and stresses, including hydrodynamic and hydrostatic loads and the effects of buoyancy, from flooding equal to the flood protection elevation or the elevation required by these regulations or the building code, whichever is higher.
- b. Be constructed by methods and practices that minimize flood damage.
- c. Use flood damage-resistant materials below the elevation of the lowest floor required in Subsection D.4.a or Subsection D.5.a.
- d. Have electrical systems, equipment and components, and mechanical, heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment located at or above the elevation of the lowest floor required in Subsection D.4.a. or Subsection D.5.a. Electrical wiring systems are permitted to be located below elevation of the lowest floor provided they conform to the provisions of the electrical part of the building code for wet locations. If replaced as part of a substantial improvement, electrical systems, equipment and components, and heating, ventilation, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment shall meet the requirements of this section.
- e. As an alternative to Subsection d, above, electrical systems, equipment and components, and heating, ventilating, air conditioning, and plumbing appliances, plumbing fixtures, duct systems, and other service equipment are permitted to be located below the elevation of the lowest floor provided they are designed and installed to prevent water from entering or accumulating within the components and to resist hydrostatic and hydrodynamic loads and stresses, including the effects of buoyancy, during the occurrence of flooding to that elevation.
- f. Have the electric panelboard elevated at least three feet above the BFE.
- g. Comply with the specific requirements of Section D.
- h. Comply with the requirements of the most restrictive designation if located on a site that has more than one flood zone designation (A Zone, designated floodway).

**5. Placement of Fill.**

- a. Disposal of fill, including but not limited to earthen soils, rock, rubble, construction debris, woody debris, and trash, shall not be permitted in special flood hazard areas.

- b. Fill proposed to be placed to elevate structures in flood hazard areas shall comply with the floodways requirements in Subsection D.3.a, Subsection D.3.b, and Subsection D.3.c and the limitations of Section D.4.b.

**6. Historic Structures.**

Repair, alteration, addition, rehabilitation, or other improvement of historic structures shall be subject to the requirements of these regulations if the proposed work is determined to be a substantial improvement, unless a determination is made that the proposed work will not preclude the structure's continued designation as a historic structure. The Floodplain Administrator may require documentation of a structure's continued eligibility and designation as a historic structure.

**7. Manufactured Homes.**

- a. New manufactured homes shall not be placed or installed in floodways.
- b. For the purpose of these regulations, the lowest floor of a manufactured home is the bottom of the lowest horizontal supporting member (longitudinal chassis frame beam).
- c. New manufactured homes located outside of floodways, replacement manufactured homes in any flood hazard areas, and substantial improvement (including repair of substantial damage) of existing manufactured homes in all flood hazard area, shall:
  - (1) Be elevated on a permanent, reinforced foundation in accordance with Section D. of this Article;
  - (2) Be installed in accordance with the anchor and tie-down requirements of the building code or the manufacturer's written installation instructions and specifications; and
  - (3) Have enclosures below the lowest floor of the elevated manufactured home, if any, including enclosures that are surrounded by rigid skirting or other material that is attached to the frame or foundation, that comply with the requirements of Section D. of this Article.

For more information, see FEMA P-85 "Protecting Manufactured Homes from Floods and Other Hazards: A Multi-Hazard Foundation and Installation Guide."

**8. Recreational Vehicles.**

Recreational vehicles shall:

- a. Meet the requirements for manufactured homes in Subsection C.7.; or
- b. Be fully licensed and ready for highway use; or
- c. Be on a site for less than 180 consecutive days.

**9. Critical and Essential Facilities.**

Critical and essential facilities shall be elevated to the higher of elevation required by these regulations plus one foot, the elevation required by the building code, or the elevation of the 0.2 percent chance (500-year) flood.

**10. Temporary Structures and Temporary Storage.**

In addition to the application requirements of Subsection B.5., applications for the placement or erection of temporary structures and the temporary storage of any goods, materials, and equipment, shall specify the duration of the temporary use. Temporary structures and temporary storage in floodways shall meet the limitations of Subsection D.3.a of these regulations. In addition:

a. Temporary structures shall:

- (1) Be designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic loads and hydrostatic loads during conditions of the base flood;
- (2) Have electric service installed in compliance with the electric code; and
- (3) Comply with all other requirements of the applicable state and local permit authorities.

b. Temporary storage shall not include hazardous materials.

**11. Gas or Liquid Storage Tanks.**

a. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

b. Above-ground tanks in flood hazard areas shall be anchored to a supporting structure and elevated to or above the base flood elevation, or shall be anchored or otherwise designed and constructed to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

c. In flood hazard areas, tank inlets, fill openings, outlets and vents shall be:

- (1) At or above the base flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood; and
- (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.

**12. Functionally Dependent Uses.**

Applications for functionally dependent uses that do not conform to the requirements of these regulations shall be approved only by variances issued pursuant to Section E. If approved, functionally dependent uses shall be protected by methods that minimize flood damage during the base flood,

including measures to allow floodwaters to enter and exit, use of flood damage-resistant materials, and elevation of electric service and equipment to the extent practical given the use of the building.

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**D. Requirement in All Flood Hazard Areas**

**1. General Requirements.**

In addition to the general requirements of Section C., the requirements of this section shall:

- a. Apply in flood hazard areas, including special flood hazard areas along non-tidal waters of the State.
- b. Apply to all development, new construction, substantial improvements (including repair of substantial damage), and placement, replacement, and substantial improvement (including repair of substantial damage) of manufactured homes.

**2. Flood Protection Setbacks.**

Within areas defined by flood protection setbacks along non-tidal waters of the State:

- a. No new buildings, structures, or other development shall be permitted unless the applicant demonstrates that the site cannot be developed without such encroachment into the flood protection setback and the encroachment is the minimum necessary after consideration of varying other siting standards such as side, front, and back lot line setbacks.
- b. Disturbance of natural vegetation shall be minimized and any disturbance allowed shall be stabilized with vegetation.
- c. Public works and temporary construction may be permitted.

**3. Development that Affects Flood-Carrying Capacity of Non-Tidal Waters of the State.**

**a. Development in Designated Floodways.**

For proposed development that will encroach into a designated floodway, Subsection B.5.a.(7) requires the applicant to submit an evaluation of alternatives to such encroachment, including different uses of the site or the portion of the site within the floodway, and minimization of such encroachment. This requirement does not apply to fences that do not block the flow of floodwaters or trap debris.

Proposed development in a designated floodway may be permitted only if:

- (1) The applicant has been issued a permit by MDE; and
- (2) The applicant has developed hydrologic and hydraulic engineering analyses and technical data prepared by a licensed professional engineer reflecting such changes, and the analyses, which shall be submitted to the Floodplain Administrator, demonstrate that the proposed activity will not result in any increase in the base flood elevation; or

- (3) If the analyses demonstrate that the proposed activities will result in an increase in the base flood elevation, the applicant has obtained a Conditional Letter of Map Revision or Letter of Map Revision from FEMA upon completion of the project. Submittal requirements and fees shall be the responsibility of the applicant.

**b. Development that Includes the Placement of Fill in Non-Tidal Waters of the State.**

For proposed development that includes the placement of fill in non-tidal waters of the State, other than development that is subject to Subsection 3.d., below, a hydraulically-equivalent volume of excavation is required. Such excavations shall be designed to drain freely.

**c. Development in Areas with Base Flood Elevations but No Designated Floodways.**

For development in special flood hazard areas of non-tidal waters of the State with base flood elevations but no designated floodways:

- (1) The applicant shall develop hydrologic and hydraulic engineering analyses and technical data reflecting the proposed activity and shall submit such technical data to the Floodplain Administrator as required in Subsection B.5.a.(6). The analyses shall be prepared by a licensed professional engineer in a format required by FEMA for a Conditional Letter of Map Revision or Letter of Map Revision upon completion of the project. Submittal requirements and fees shall be the responsibility of the applicant.
- (2) The proposed development may be permitted if the applicant has received a permit by MDE and if the analyses demonstrate that the cumulative effect of the proposed development, when combined with all other existing and potential flood hazard area encroachments will not increase the base flood elevation more than 1.0 foot at any point.

**d. Construction of Roads, Bridges, Culverts, Dams and In-Stream Ponds.**

Construction of roads, bridges, culverts, dams, and in-stream ponds in non-tidal waters of the State shall not be approved unless they comply with this section and the applicant has received a permit from MDE.

**e. Alteration of a Watercourse.**

For any proposed development that involves alteration of a watercourse not subject to Subsection 3.c. above, unless waived by MDE, the applicant shall develop hydrologic and hydraulic engineering analyses and technical data reflecting such changes, including the floodway analysis required in Subsection B.5.a., and submit such technical data to the Floodplain Administrator and to FEMA. The analyses shall be prepared by a licensed professional engineer in a format required by MDE and by FEMA for a Conditional Letter of Map Revision and a Letter of Map Revision upon completion of the project. Submittal requirements and fees shall be the responsibility of the applicant.

Alteration of a watercourse may be permitted only upon submission, by the applicant, of the following:

- (1) A description of the extent to which the watercourse will be altered or relocated;

- (2) A certification by a licensed professional engineer that the flood-carrying capacity of the watercourse will not be diminished;
- (3) Evidence that adjacent communities, the U.S. Army Corps of Engineers, and MDE have been notified of the proposal, and evidence that such notifications have been submitted to FEMA; and
- (4) Evidence that the applicant shall be responsible for providing the necessary maintenance for the altered or relocated portion of the watercourse so that the flood carrying capacity will not be diminished. The Floodplain Administrator may require the applicant to enter into an agreement with the City of Hagerstown specifying the maintenance responsibilities; if an agreement is required, the permit shall be conditioned to require that the agreement be recorded on the deed of the property which shall be binding on future owners.

**4. Residential Structures and Residential Portions of Mixed Use Structures.**

New residential structures and residential portions of mixed use structures, and substantial improvement (including repair of substantial damage) of existing residential structures and residential portions of mixed use structures shall comply with the applicable requirements of Section C. and this subsection. See Subsection D.6 for requirements for horizontal additions.

**a. Elevation Requirements.**

- (1) Lowest floors shall be elevated to or above the flood protection elevation.
- (2) In areas of shallow flooding (Zone AO), the lowest floor (including basement) shall be elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus one foot, or at least three feet if a depth number is not specified.
- (3) Enclosures below the lowest floor shall meet the requirements of Subsection 4.c., below.

**b. Limitations on Use of Fill to Elevate Structures.**

Unless otherwise restricted by these regulations, especially by the limitations in Subsection D.3.a., Subsection D.3.b., and Subsection D.3.c., fill placed for the purpose of raising the ground level to support a building or structure shall:

- (1) Consist of earthen soil or rock materials only.
- (2) Extend laterally from the building footprint to provide for adequate access as a function of use; the Floodplain Administrator may seek advice from the State Fire Marshal's Office and/or the local fire services agency;
- (3) Comply with the requirements of the building code and be placed and compacted to provide for stability under conditions of rising and falling floodwaters and resistance to erosion, scour, and settling;
- (4) Be sloped no steeper than one vertical to two horizontal, unless approved by the Floodplain Administrator;



- (5) Be protected from erosion associated with expected velocities during the occurrence of the base flood; unless approved by the Floodplain Administrator, fill slopes shall be protected by vegetation if the expected velocity is less than five feet per second, and by other means if the expected velocity is five feet per second or more; and
- (6) Be designed with provisions for adequate drainage and no adverse effect on adjacent properties.

**c. Enclosures Below the Lowest Floor.**

- (1) Enclosures below the lowest floor shall be used solely for parking of vehicles, building access, crawl/underfloor spaces, or limited storage.
- (2) Enclosures below the lowest floor shall be constructed using flood damage-resistant materials.
- (3) Enclosures below the lowest floor shall be provided with flood openings which shall meet the following criteria: [Note: See NFIP Technical Bulletin #1, "Openings in Foundation Walls and Walls of Enclosures."]
  - (a) There shall be a minimum of two flood openings on different sides of each enclosed area; if a building has more than one enclosure below the lowest floor, each such enclosure shall have flood openings on exterior walls.
  - (b) The total net area of all flood openings shall be at least one square inch for each square foot of enclosed area (non-engineered flood openings), or the flood openings shall be engineered flood openings that are designed and certified by a licensed professional engineer to automatically allow entry and exit of floodwaters; the certification requirement may be satisfied by an individual certification or an Evaluation Report issued by the ICC Evaluation Service, Inc.
  - (c) The bottom of each flood opening shall be one foot or less above the higher of the interior floor or grade, or the exterior grade, immediately below the opening.
  - (d) Any louvers, screens or other covers for the flood openings shall allow the automatic flow of floodwaters into and out of the enclosed area.
  - (e) If installed in doors, flood openings that meet requirements of paragraphs (a) through (d), are acceptable; however, doors without installed flood openings do not meet the requirements of this section.

**5. Nonresidential Structures and Nonresidential Portions of Mixed Use Structures.**

New nonresidential structures and nonresidential portions of mixed-use structures, and substantial improvement (including repair of substantial damage) of existing nonresidential structures and nonresidential portions of mixed-use structures shall comply with the applicable requirements of Section C. and the requirements of this section. See Subsection D.6 for requirements for horizontal additions.

**a. Elevation Requirements.**

Elevated structures shall:

- (1) Have the lowest floor (including basement) elevated to or above the flood protection elevation; or
- (2) In areas of shallow flooding (Zone AO), have the lowest floor (including basement) elevated at least as high above the highest adjacent grade as the depth number specified in feet on the FIRM plus one foot, or at least three feet if a depth number is not specified; and
- (3) Have enclosures below the lowest floor, if any, that comply with the requirements of Subsection D.4.c.; or
- (4) If proposed to be elevated on fill, meet the limitations on fill in Subsection D.4.b.

**b. Flood Proofing Requirements.**

- (1) Flood proofing of new nonresidential buildings is not allowed in non-tidal waters of the State (COMAR 26.17.04.11(B)(7)).
- (2) Flood proofing for substantial improvement of nonresidential buildings is allowed in non-tidal waters of the State.
- (3) If flood proofing is proposed, structures shall:
  - (a) Be designed to be dry flood proofed such that the building or structure is watertight with walls and floors substantially impermeable to the passage of water to the level of the flood protection elevation plus 1.0 foot, or
  - (b) If located in an area of shallow flooding (Zone AO), be dry flood proofed at least as high above the highest adjacent grade as the depth number specified on the FIRM plus two feet, or at least four feet if a depth number is not specified; and
  - (c) Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy;
  - (d) Have flood proofing measures that are designed taking into consideration the nature of flood-related hazards; frequency, depth and duration of flooding; rate of rise and fall of floodwater; soil characteristics; flood-borne debris; at least 12 hours of flood warning time from a credible source; and time necessary to implement any measures that require human intervention;
  - (e) Have at least one door above the applicable flood elevation that allows human ingress and egress during conditions of flooding;
  - (f) Have an operations and maintenance plan that is filed with local emergency management officials and that specifies the owner/occupant's responsibilities to

monitor flood potential; the location of any shields, doors, closures, tools, or other goods that are required for implementation; maintenance of such goods; methods of installation; and periodic inspection; and

- (g) Be certified by a licensed professional engineer or licensed architect, through execution of a Flood proofing Certificate that states that the design and methods of construction meet the requirements of this section. The Flood proofing Certificate shall be submitted with the construction drawings as required in Subsection B.5.a(13).

**6. Horizontal Additions.**

- a. A horizontal addition proposed for a building or structure that was constructed after the date specified in Subsection A.1 shall comply with the applicable requirements of Subsection D.4 and this section.
- b. In non-tidal waters of the State that are subject to the regulatory authority of MDE, all horizontal additions shall comply with the applicable requirements of Subsection D.4. and this section and:
  - (1) If the addition is structurally connected to the base building, the requirements of Subsection c., below, apply.
  - (2) If the addition has an independent foundation and is not structurally connected to the base building and the common wall with the base building is modified by no more than a doorway, the base building is not required to be brought into compliance.
- c. For horizontal additions that are structurally connected to the base building:
  - (1) If the addition combined with other proposed repairs, alterations, or modifications of the base building constitutes substantial improvement, the base building and the addition shall comply with the applicable requirements of Subsection D.4 and this section.
  - (2) If the addition constitutes substantial improvement, the base building and the addition shall comply with all of the applicable requirements of Subsection D.4 and this section.
- d. For horizontal additions with independent foundations that are not structurally connected to the base building and the common wall with the base building is modified by no more than a doorway, the base building is not required to be brought into compliance.
- e. A horizontal addition to a building or structure that is not substantial improvement, and is not located in nontidal waters of the State, is not required to comply with this section.

[Note: See "Substantial Improvement/Substantial Damage Desk Reference) (FEMA P-758).]

**7. Accessory Structures.**

- a. Accessory structures shall be limited to no more than 300 square feet in floor area.

- b. Accessory structures shall comply with the elevation requirements and other requirements of Subsection D.4., the flood proofing requirements of Subsection D.5.b., or shall:
  - (1) Be useable only for parking of vehicles or limited storage;
  - (2) Be constructed with flood damage-resistant materials below the base flood elevation;
  - (3) Be constructed and placed to offer the minimum resistance to the flow of floodwaters;
  - (4) Be anchored to prevent flotation;
  - (5) Have electrical service and mechanical equipment elevated to or above the base flood elevation; and
  - (6) Have flood openings that meet the requirements of Subsection D.4.c.

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**E. Variances.**

**1. General.**

The Board of Zoning Appeals shall have the power to consider and authorize or deny variances from the strict application of the requirements of these regulations. A variance shall be approved only if it is determined to not be contrary to the public interest and where, owing to special conditions of the lot or parcel, a literal enforcement of the provisions of these regulations, an unnecessary hardship would result.

Upon consideration of the purposes of these regulations, the individual circumstances, and the considerations and limitations of this section, the Board of Zoning Appeals may attach such conditions to variances as it deems necessary to further the purposes of these regulations.

No variance shall be granted for an accessory structure exceeding 600 square feet. A signed Declaration of Land Restriction (Nonconversion Agreement) is required as a condition of receiving a variance. The Agreement must be recorded with the Deed. If a variance is granted and the accessory structure is not elevated or dry flood proofed, the conditions in Subsection D.7 apply.

The Board of Zoning Appeals shall notify, in writing, any applicant to whom a variance is granted to construct or substantially improve a building or structure with its lowest floor below the elevation required by these regulations that the variance is to the floodplain management requirements of these regulations only, and that the cost of Federal flood insurance will be commensurate with the increased risk, with rates up to \$25 per \$100 of insurance coverage.

A record of all variance actions, including justification for issuance shall be maintained pursuant to Subsection B.2.j. of this Article.

**2. Application for a Variance.**

- a. The owner of property, or the owner's authorized agent, for which a variance is sought shall submit an application for a variance to the Floodplain Administrator.
- b. At a minimum, the application shall contain the following information: name, address, and telephone number of the applicant and property owner; legal description of the property; parcel map; description of the existing use; description of the proposed use; site map showing the location of flood hazard areas, designated floodway boundaries, flood zones, base flood elevations, and flood protection setbacks; description of the variance sought; and reason for the variance request. Variance applications shall specifically address each of the considerations in Subsection E.3.
- c. If the application is for a variance to allow the lowest floor of a building or structure below the applicable minimum elevation required by these regulations, the application shall include a statement signed by the owner that, if granted, the conditions of the variance shall be recorded on the deed of the property.

**3. Considerations for Variances.**

The Floodplain Administrator shall request comments on variance applications from MDE (NFIP State Coordinator) and shall provide such comments to the Board of Zoning Appeals.

In considering variance applications, the Board of Zoning Appeals shall consider and make findings of fact on all evaluations, all relevant factors, requirements specified in other sections of these regulations, and the following factors:

- a. The danger that materials may be swept onto other lands to the injury of others.
- b. The danger to life and property due to flooding or erosion damage.
- c. The susceptibility of the proposed development and its contents (if applicable) to flood damage and the effect of such damage on the individual owner.
- d. The importance of the services to the community provided by the proposed development.
- e. The availability of alternative locations for the proposed use which are not subject to, or are subject to less, flooding or erosion damage.
- f. The necessity to the facility of a waterfront location, where applicable, or if the facility is a functionally dependent use.
- g. The compatibility of the proposed use with existing and anticipated development.
- h. The relationship of the proposed use to the comprehensive plan and hazard mitigation plan for that area.
- i. The safety of access to the property in times of flood for passenger vehicles and emergency vehicles.
- j. The expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site.
- k. The costs of providing government services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water systems, and streets and bridges.
- l. The comments provided by MDE (NFIP State Coordinator).

**4. Limitations for Granting Variances.**

The Board of Zoning Appeals shall make an affirmative decision on a variance request only upon:

- a. A showing of good and sufficient cause. Good and sufficient cause deals solely with the physical characteristics of the property and cannot be based on the character of the improvement, the

personal characteristics of the owner/inhabitants, or local provision that regulate standards other than health or public safety.

- b. A determination that failure to grant the variance would result in exceptional hardship due to the physical characteristics of the property. Increased cost or inconvenience of meeting the requirements of these regulations does not constitute an exceptional hardship to the applicant.
- c. A determination that the granting of a variance for development within any designated floodway, or flood hazard area with base flood elevations but no designated floodway, will not result in increased flood heights beyond that which is allowed in these regulations.
- d. A determination that the granting of a variance will not result in additional threats to public safety; extraordinary public expense, nuisances, fraud or victimization of the public, or conflict with existing local laws.
- e. A determination that the building, structure or other development is protected by methods to minimize flood damages.
- f. A determination that the variance is the minimum necessary to afford relief, considering the flood hazard.



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**F. Enforcement.**

Enforcement provisions of this Article shall be set forth in Article 8.

**G. Subsequent Amendments and Effective Date.**

**1. Subsequent Amendments.**

All ordinances or parts of ordinances that are inconsistent with the provisions of this ordinance are hereby repealed to the extent of such inconsistency. This ordinance shall be amended as required by the Federal Emergency Management Agency, Title 44 Code of Federal Regulations. All subsequent amendments to this ordinance are subject to the approval of the Federal Emergency Management Agency and the Maryland Department of the Environment.

**2. Effective Date.**

This Floodplain Management Ordinance was adopted on April 3, 1978 to be effective on the same day, as subsequently amended.

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

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**Topic:**

Introduction of an Ordinance: To Amend the City Code by Adding Chapter 37: Police and Fire Department Binding Interest Arbitration

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_Police\_and\_Fire\_Binding\_Interest\_Arbitration.pdf

**Description**

Motion

## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** July 11, 2017

**TOPIC:** Introduction of an Ordinance: To amend the City Code by adding  
Chapter 37: Police and Fire Department Binding Interest Arbitration

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

**MOTION:** I hereby move for the Mayor and Council to introduce an ordinance to amend the City Code pursuant to the Charter Amendment passed by voters at the General Election on November 8, 2016 to add Chapter 37, Police and Fire Department Binding Interest Arbitration to set forth the procedures for implementing binding interest arbitration when the City and a defined negotiating union have reached an impasse during contract negotiations.

DATE OF INTRODUCTION: 07/11/2017  
DATE OF PASSAGE: 07/25/2017  
EFFECTIVE DATE: 08/25/2017

**CITY OF HAGERSTOWN, MARYLAND**

**AN ORDINANCE TO AMEND THE CODE  
OF THE CITY OF HAGERSTOWN TO ADOPT A NEW  
CHAPTER 37, *POLICE AND FIRE DEPARTMENT BINDING INTEREST  
ARBITRATION*  
WHICH ESTABLISHES PROCEDURES FOR IMPLEMENTING BINDING  
ARBITRATION IN THE CITY OF HAGERSTOWN**

**RECITALS**

WHEREAS, a petition was presented to the legislative body of the City of Hagerstown requesting that a proposed charter amendment be submitted to the voters for referendum in the next municipal election; and

WHEREAS, a majority of those who voted on the amendment in the municipal election on November 8, 2016 voted for the proposed charter amendment; and

WHEREAS, the charter amendment authorizes the use of binding arbitration in the event of an impasse during negotiations with either the union members of the police department or the union members of the fire department; and

WHEREAS, the charter amendment requires the City Council to adopt an ordinance delineating the procedures for appointing a neutral arbitrator, the factors that should be considered by the arbitrator, and the procedures for implementing the arbitrator's decision; and

WHEREAS, upon recommendation of City staff, the Mayor and Council find it in the best interests of the citizens to adopt Chapter 37, *Police and Fire Department Binding Interest Arbitration*, as hereafter described;

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

1. The foregoing recitals be and are incorporated herein as if restated verbatim.
2. The Code of the City of Hagerstown is hereby amended by adding thereto a new chapter, to be Chapter 37, *Police and Fire Department Binding Interest Arbitration*, to read as follows:

(See Attached)

3. This amendment to the Code of the City of Hagerstown shall become effective immediately upon the effective date of this Enacting Ordinance.

**BE IT FURTHER RESOLVED, ENACTED AND ORDAINED** that this Enacting Ordinance shall become effective upon the expiration of thirty (30) calendar days following its approval.

WITNESS AND ATTEST  
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE  
CITY OF HAGERSTOWN, MARYLAND

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Donna Spickler, City Clerk

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Robert E. Bruchey, II, Mayor

Date of Introduction: July 11, 2017  
Date of Passage: July 25, 2017  
Effective Date: August 25, 2017

PREPARED BY  
SALVATORE & MORTON, LLC,  
CITY ATTORNEY

§ 37. Police and Fire Department Binding Interest Arbitration

A. **Applicability.** This section governs the procedure for resolving an impasse between: (i) the City and the Non-Management Employees of the Police Department or their Exclusive Representative; and (ii) the City and the Non-Management Employees of the Fire Department or their Exclusive Representative.

B. **Definitions.**

1. **Arbitration:** a process for resolving labor disputes in which a neutral third party (arbitrator), chosen according to the provisions of this chapter, renders a binding decision after permitting both parties the opportunity to be heard according to the provisions of this chapter.
2. **Fact Finding:** a process for resolving labor disputes in which a neutral third party, chosen according to the provisions of this chapter, renders a non-binding recommendation as to what terms and conditions should be contained in a new collective bargaining agreement.
3. **Impasse:** a point in labor negotiations at which both parties agree in writing that no further progress can be made toward reaching an agreement because neither party is willing to change its collective bargaining position with respect to wages, fringe benefits, or other terms and conditions of a proposed collective bargaining agreement or labor dispute.
4. **Labor dispute:** a conflict or controversy during labor negotiations regarding wages and benefits between: (i) the City and the Non-Management Employees of the Police Department or their Exclusive Representative; or (ii) the City and the Non-Management Employees of the Fire Department or their Exclusive Representative.
5. **Mediation:** a process for resolving labor disputes in which a neutral third party (mediator), chosen according to the provisions of this chapter, assists the parties to reach an agreement. The mediator has no power to impose a decision on the parties.
6. **Non-Management Employees of the Police and Fire Departments:** a full-time employee of: (i) the Hagerstown Police Department who is in good standing with AFSCME Local 3373; or (ii) the Hagerstown Fire Department who is a member in good standing with IAFF Local 1605.

C. **Exclusive Representative.** Pursuant to Section 802A of the Charter of the City of Hagerstown, Non-Management Employees of the Police Department and Non-Management Employees of the Fire Department shall be entitled to designate a union to act as their Exclusive Representative and to engage in collective bargaining with the City, to include the procedures set forth in this section.

D. **Mediation, fact finding, and arbitration.** Should an impasse occur between either: (i) the City and the Non-Management Employees of the Police Department or their Exclusive Representative; or (ii) the City and the Non-Management Employees of the Fire Department or their Exclusive Representative, the parties who have declared the impasse shall submit the issues on which they have reached impasse to mediation as provided in subsection (E) and to fact finding as provided in subsection (G). Upon



completion of mediation and fact finding without final agreement on a new collective bargaining agreement, the parties who have declared the impasse shall commence arbitration procedures in accordance with subsection (H). The existing or most recently terminated or most recently expired collective bargaining agreement between the parties who have declared the impasse shall remain in effect until a final disposition is rendered, including any motion to vacate the decision rendered by the arbitrator panel filed in accordance with subsection (Q) and any appeal thereof.

- E. **Non-binding mediation.** Mediation shall be non-binding, conducted by a neutral mediator selected by the parties who have declared the impasse, or in the event these parties are unable to agree upon a mediator, by a neutral mediator selected from a list provided by the Federal Mediation and Conciliation Service, and conducted in a manner agreed to by the parties at impasse.
- F. **Mediation statements or positions as evidence in other proceedings.** No statement made or position taken during mediation under this section may be used as evidence in any other proceeding.
- G. **Fact Finding.** If the parties who have declared the impasse do not reach voluntary agreement in mediation, each party shall submit the issues on which they have reached impasse and their positions on these issues to fact finding, in which a neutral fact finder selected by the parties at impasse or in the event the parties at impasse are unable to agree upon a fact finder, selected from a list provided by the Federal Mediation and Conciliation Service, will hear evidence presented by both parties and will make a non-binding recommendation on which terms and conditions should be contained in the new collective bargaining agreement between the parties. No statement made or position taken during fact finding under this section may be used as evidence in any other proceeding.
- H. **Arbitration.** Upon completion of mediation and fact finding without final agreement on a new collective bargaining agreement, the parties who have declared the impasse shall:
  - 1. within ten (10) days of completion of the fact finding process, reduce to writing a memorandum of agreed issues, which states all of the wages, benefits, and terms and conditions of employment upon which they agree;
  - 2. within ten (10) days of completion of the fact finding process, apply to the Federal Mediation and Conciliation Service for a list of no fewer than five (5) neutral labor arbitrators who are members of the National Academy of Arbitrators, who are familiar with and have rendered decisions in public employer impasse disputes and interest arbitration, and available to conduct a hearing and issue a final written award;
  - 3. pursuant to an application made under subsection (H)(2), instruct the Federal Mediation and Conciliation Service to provide a list of neutral arbitrators who are familiar with and have rendered decisions in public employer impasse disputes and interest arbitration, and available to conduct a hearing and issue a final written award; and

4. within fourteen (14) calendar days of receiving the list of neutral arbitrators described in subsection (H)(3), select a neutral arbitrator panel in accordance with subsection (J).
- I. **Alternative arbitrator lists.** If the Federal Mediation and Conciliation Service is unable to satisfy the requirements of subsection (I), the parties who have declared the impasse shall:
1. agree to accept fewer than five (5) arbitrators; or
  2. request from the American Arbitration Association a supplementary or alternative list of neutral labor arbitrators who are members of the National Academy of Arbitrators, who are familiar with and have rendered decisions in public employer impasse disputes and interest arbitration, and available to conduct a hearing and issue a final written award.
- J. **Selection of a neutral arbitrator.** The parties who have declared the impasse shall select the neutral arbitrator in the manner as follows.
1. The Non-Management Employees or their Exclusive Representative shall strike the first arbitrator from the list or lists provided under subsections (H) and (I).
  2. After the first strike, the City shall strike the second arbitrator from the list or lists provided under subsections (H) and (I).
  3. The Non-Management Employees or their Exclusive Representative and the City shall continue to alternate strikes until a panel of three neutral labor arbitrators remains.
  4. In the event that the list or lists provided contain(s) more than five (5) neutral labor arbitrators or fewer than five (5) neutral labor arbitrators, the parties shall alternate strikes until a panel of three neutral labor arbitrators remain, in such a manner that the City exercises the final strike of the fourth remaining neutral labor arbitrator and alternating backwards.
- K. **Alternative neutral arbitrator.** If any of the panel of three neutral arbitrators selected under subsection (J) is unwilling or unable to serve as the arbitrator, then the parties who have declared the impasse shall select the arbitrator(s) whose name(s) was/were last stricken under subsection (J).
- L. **Powers and duties of neutral arbitrator panel.** After conferring with the parties who have declared the impasse as to their selection, the panel of neutral arbitrators selected under this section shall:
1. require the parties to submit a final offer, which must consist of either a complete draft of a proposed collective bargaining agreement or a complete package proposal, as the panel directs;
  2. require the parties to submit jointly to the arbitrator panel the memorandum of agreed issues prepared according to subsection (H)(1);
  3. schedule and hold a pre-hearing conference in which procedural consideration for both the hearing and the post-hearing submission of briefs will be addressed and either agreed to by the parties or to the extent the parties cannot agree on procedures, determined by the panel of arbitrators;

4. convene and adjourn a hearing, which may be closed in accordance with law at which the parties who have declared impasse may present evidence in accordance with subsection (M);
5. administer oaths;
6. issue subpoenas duces tecum to compel the production of relevant and non-privileged documents and other tangible evidence to be produced at a time prior to a hearing or at a hearing;
7. issue subpoenas to compel the attendance and testimony or witnesses, except that no elected official of the City or of the State may be compelled to appear and testify;
8. sequester witnesses, if requested; and
9. decide whether to hear evidence offered through a proffer.

**M. Determinations of neutral arbitrator panel.** The neutral arbitrator panel selected under this section shall:

1. have full authority to hear and decide all stipulated issues in dispute including the procedures of the arbitration hearing;
2. have no authority to consider or amend matters previously agreed upon and submitted in the parties' memorandum of agreed upon issues;
3. have no authority to determine or dictate staffing levels, including but not limited to determining the number of employees that the City must hire as well as placing any limits on the City's ability to furlough employees or reduce staffing through lay-offs;
4. receive and enter into the record the final offers of the City and the Exclusive Representative;
5. evaluate and give the highest priority to the ability of the City to pay for additional short-term and long-term expenditures by considering the following factors:
  - i. the limits on the City's ability to raise taxes or charge fees under State law and the City Charter,
  - ii. the added burden on City taxpayers, if any, resulting from increases in revenues needed to fund the final offer and/or decreases/reductions in services,
  - iii. the City's ability to continue to provide the current standard of all public services,
  - iv. the number of bargaining unit employees per capita,
  - v. the current assessed valuation of real estate property in the City, and
  - vi. a comparison of the assessed valuation of real estate property and tax rates of other public employers in Washington County, Maryland; Allegany County, Maryland; Franklin County, Pennsylvania; and Berkeley County, West Virginia;
6. after evaluating the ability of the City to pay under paragraph M(4), the arbitrator panel may only consider the following evidence presented by a party to the impasse at the arbitration hearing:

- i. the interest and welfare of City taxpayers and service recipients,
  - ii. past collective bargaining agreements between the parties, including past bargaining history that led to each agreement,
  - iii. a comparison of wages, hours, benefits, and conditions of employment of corresponding fire and law enforcement employees of other public employers in Washington County, Maryland; Allegany County, Maryland; Franklin County, Pennsylvania; and Berkeley County, West Virginia,
  - iv. a comparison of cost of living in Washington County, Maryland; Allegany County, Maryland; Franklin County, Pennsylvania; and Berkeley County, West Virginia,
  - v. a comparison of the number of public sector police employees or public sector fire employees both gross and on a per capita basis to the number of residents of Washington County, Maryland; Allegany County, Maryland; Franklin County, Pennsylvania; and Berkeley County, West Virginia,
  - vi. a comparison of wages and benefits of other City of Hagerstown employees; and
  - vii. such other factors that are normally or traditionally taken into consideration in the determination of wages, hours, and terms and conditions of employment, through voluntary collective bargaining, in public sector employment;
7. Within 30 days of the arbitration hearing or the parties submission of post-hearing briefs, the panel will issue a final written award based solely on the evidence presented at the arbitration hearing that either 1) chooses between and sustains in its entirety either the total package final offer of the parties who have declared impasse, or 2) resolves all of the stipulated issues with a final award within the range contained between the two final offers, contains the agreed-upon issues, and that briefly states an explanation as to why the selected final offer was chosen (if a complete final offer is chosen) and why the rejected offer was not, or briefly explains why the final award was made and why the final offers were rejected; and
8. have copies of a final written award delivered to the parties who have declared the impasse.
- N. Revision of final written award by neutral arbitrator panel.** Upon a motion, notice, and after offering the parties who have declared impasse an appropriate opportunity to be heard, the neutral arbitrator panel may revise the final written award, if necessary, to correct clerical or other ministerial errors at any time within 10 days after issuing the award.
- O. Revision of final written award by agreement of parties.** The parties who have declared impasse may agree to modify the final written award of the neutral arbitrator panel by a written agreement that is executed by the parties to the impasse, and the final written award as amended shall have full force and effect.
- P. Final written award final and binding.** The final written award issued by the neutral arbitrator panel, or the final written award as modified in accordance with subsections

(N), (O), and (R), and the memorandum of agreed issues shall be final and binding upon the parties who have declared the impasse and shall be implemented as part of the budget process for the appropriate fiscal years.

- Q. **Petition to vacate final written award.** The parties who have declared the impasse may move to vacate all or part of the final written award of the arbitrator panel by filing a petition to vacate the arbitrator panel's final written award in the Circuit Court for Washington County in accordance with and subject to the Courts and Judicial Proceedings Article, § 3-224, of the Maryland Code.
- R. **Severability of provisions.** Should any part of the final written award be vacated pursuant to a final order of the Court of competent jurisdiction, the portions of the final written award that are not vacated and the written memorandum of agreed issues shall be severable and given full force and effect.
- S. **Mediator and arbitrator costs shared.** The parties shall share equally all costs and professional fees of mediators and arbitrators engaged under this section, including the cost of any recording services, court reports, and/or transcripts.
- T. **Legal costs.** Each party to the impasse shall be separately and independently responsible for its own legal expenses and fees associated with proceedings under this section.
- U. **Location.** All mediation and arbitration proceedings shall be held within the corporate limits of the City of Hagerstown unless the parties otherwise agree in writing.
- V. **No Strike.** Nothing in this chapter shall be construed to permit either AFSCME Local 3373 or IAFF Local 1605, nor their members, to incite, encourage, or participate in any strike, sympathy strike, walkout, slowdown or other work stoppage of any nature.
- W. **Execution.** The parties must execute the award, and any provision which requires action in the City of Hagerstown budget must be included in the next Mayor and Council Approved Fiscal Year budget.

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

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**Topic:**

Approval of a Resolution: Hagerstown Police Department Secondary User Agreement with Washington County Sheriff's Department

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

**Description**

Motion - _Secondary_User_Agreement_with_WASHCO_Sheriff_s_Office.pdf	Motion
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## REQUIRED MOTION

### MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

**Date:** July 11, 2017

**TOPIC:** **Approval of a Resolution: Agreement between the City of  
Hagerstown and the Washington County Sheriff's Office for the  
Execution of a Secondary User Agreement**

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

**MOTION:** I hereby move for the approval of a resolution to approve a Secondary User Agreement with the Washington County Sheriff's Office. The agreement will allow the Hagerstown Police Department to enter data into the Maryland Criminal Justice Information System through the Washington County Sheriff's Office.

DATE OF INTRODUCTION: N/A  
DATE OF PASSAGE: July 11, 2017  
EFFECTIVE DATE: July 11, 2017



## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
50 N. Burhans Blvd.

Non-Emergency 301-790-3700  
Emergency 301-739-6000  
Fax 301-733-5513

June 19, 2017

To: Valerie Means,  
City Administrator

From: Victor V. Brito,   
Chief of Police

Ref: Execution of a Secondary User Agreement with the WCSO

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The Hagerstown Police Department is seeking Mayor & Council approval to execute a Secondary User Agreement with the Washington County Sheriff's Office. HPD and the WCSO want to have HPD assist in data entry of certain information for which WCSO is responsible.

Several years ago, WCSO accepted responsibility for the physical and data management of all arrest warrants, domestic violence protective orders, and peace orders. This was done in conjunction with the establishment of the Warrant Task Force, to which HPD assigns two officers. Prior to WCSO accepting this responsibility, HPD managed those legal process documents which were related to incidents occurring in the City. Such management requires a significant amount of staff time which has increased steadily over the years due to the volume of documents and changes to the federal and state mandated data management requirements. HPD has developed a strategy to assist WCSO with the increased workload which necessitates the execution of the Secondary User Agreement. Because we will be performing some functions on behalf of WCSO, the agreement is mandated by the state regulatory agency (CJIS) before the strategy can be implemented.

The agreement has been approved by the City Attorney.



A Nationally Accredited Law Enforcement Agency



**CITY OF HAGERSTOWN**

**A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN  
AGREEMENT BETWEEN THE CITY OF HAGERSTOWN, AND  
THE WASHINGTON COUNTY SHERIFF'S OFFICE  
TO PERMIT SECONDARY TERMINAL ACCESS  
TO THE MARYLAND CRIMINAL JUSTICE  
INFORMATION SYSTEM**

**RECITALS**

**WHEREAS**, the Hagerstown Police Department (HPD) and the Washington County Sheriff's Office (WCSO) are law enforcement agencies which both have independent access to the Maryland Criminal Justice Information System (CJIS) monitored and maintained by the Maryland State Police (MSP);

**WHEREAS**, WCSO is currently solely responsible for entering certain warrant and protective/peace order data into CJIS;

**WHEREAS**, HPD and WCSO desire to have HPD assist in data entry of certain information for which WCSO is responsible;

**WHEREAS**, MSP requires that HPD and WCSO enter into a "Secondary Terminal Users and Criminal Justice Exchange Agreement" in order to allow HPD to enter data through WCSO's CJIS account;

**WHEREAS**, the Mayor and Council of the City of Hagerstown find it in the best interests of the citizens to do so;

**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. The foregoing recitals are hereby incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Secondary Terminal Users and Criminal Justice Information Exchange Agreement between the City of Hagerstown and the Washington County Sheriff's Office, a copy of which is attached hereto and incorporated herein by reference.
3. That the Mayor be and is hereby authorized to execute and deliver any other documentation that may be necessary to effectuate the purpose of this resolution.

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

ATTEST:

CITY OF HAGERSTOWN, MARYLAND

By: \_\_\_\_\_  
Donna Spickler, City Clerk

By: \_\_\_\_\_  
Robert E. Bruchey, Mayor

Date of Introduction: N/A  
Date of Passage: July 11, 2017  
Effective Date: July 11, 2017

PREPARED BY:  
SALVATORE & MORTON, LLC  
City Attorneys

**SECONDARY  
TERMINAL USERS AND CRIMINAL JUSTICE INFORMATION  
EXCHANGE AGREEMENT  
BETWEEN**

Hagerstown Police Department (MD0220300)

**AND**

Washington County Sheriff's Office (MD0220000)

This agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 between the **City of Hagerstown, by and through the Hagerstown Police Department** (hereinafter referred to as "HPD"), providing telecommunications service for **Washington County Sheriff's Office** hereinafter referred to as User.

User must be a criminal justice agency with assigned NCIC ORI.

User agrees to abide by all rules, policies and procedures of:

National Crime Information Center (NCIC)

The National Law Enforcement Telecommunications System (NLETS)

The Maryland Electronic Telecommunications Enforcement Resource System (METERS)

The Maryland State Police (CJIS Systems Agency) reserves the right to suspend telecommunications service to HPD, likewise the HPD, reserves the right to suspend telecommunications service to User when any rules, policies or procedures of NCIC, NLETS or METERS have been violated. The Maryland State Police (CJIS Systems Agency) shall be notified immediately of any suspension of service to User Agency, who will review circumstances surrounding the suspension and make a final decision relative to further or continued User participation.

The User agrees to indemnify the HPD, its officers and employees, to the extent permitted by law and subject to the limitations as set forth in the State Tort Claims Act, Title 12, Subtitle 1 of the State Government Article or the Local Government Tort Claims Act, Title 5, Subtitle 3 of Courts and Judicial Proceedings Article, Annotated Code of Maryland, from and against all claims, demands, actions, suits and proceedings by others, against all liability to others including, but not limited to, any liability for damages by reason of, or arising out of any false arrest or imprisonment, or any other cause of action whatsoever and therefrom, arising out of or involving any negligence on the part of the User in the execution of the Agreement.

TERMINAL USERS AND CRIMINAL JUSTICE INFORMATION  
EXCHANGE AGREEMENT

Page 2 of 2

Nothing contained in this agreement shall be deemed to constitute a waiver of the sovereign immunity of the State or to provide indemnification for negligent acts by the Hagerstown Police Department, their officers, employees or agents.

This agreement will become effective on \_\_\_\_\_, 2017.

IN WITNESS WHEREOF, the parties caused this agreement to be executed by the proper officials and officers.

Hagerstown Police Department

Washington County Sheriff's Office

BY:

BY:

\_\_\_\_\_  
(Agency Head)

\_\_\_\_\_  
(Agency Head)

TITLE:

TITLE:

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

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

City of Hagerstown, MD.

BY:

\_\_\_\_\_  
(Robert E. Bruchey II)

TITLE:

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

APPROVED: Maryland State Police  
CJIS Systems Officer

BY:

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TITLE:

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DATE:

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BY:

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TITLE:

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DATE:

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

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**Topic:**

Approval of Brekford Automated Speed Enforcement Contract

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

<b>File Name</b>	<b>Description</b>
Motion_-_2017_Brekford_Contract_and_Collections_Contract.pdf	Motion
Automated_Speed_Enforcement_Agreement.pdf	AES Agreement
Exhibit_A_2016-105_-_AUTOMATED_SPEED_ENFORCEMENT_SYSTEM_-_BREKFORD_CORP.pdf	Exhibit A
Automated_Speed_Enforcement_-_Certificate_of_Insurance.pdf	Certificate of Insurance
Automated_Speed_Enforcement_-_Collections_Contract.pdf	Collection Contract

## **REQUIRED MOTION**

### **MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND**

**Date:** July 11, 2017

**TOPIC:** Approval of Brekford ASE Contract

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

**MOTION:** I hereby move for Mayor and Council approval of the renewal of the Automated Speed Enforcement contract with Brekford Corporation.

The new contract is based on the Calvert County, Maryland contract number 2016-105, awarded to Brekford in April 2016.

I also move to approve a new collections contract with Brekford Corporation.

DATE OF PASSAGE: July 11, 2017

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Hagerstown, a municipal corporation of the State of Maryland, with offices located at One East Franklin Street, Hagerstown, Maryland 21740 ("the City") and Brekford Corporation, a Delaware corporation, with its principal place of business located at 7020 Dorsey Road, Building C, Hanover, Maryland, 21076 (the "Consultant").

### RECITALS

WHEREAS, in or about December, 2015, the Board of Commissioners of Calvert County, Maryland ("Calvert County") issued a Request for Proposals for an automated speed enforcement system, RFP No. PURCH 2016-105; and

WHEREAS, after completing its formal purchasing process, on or about April 1, 2016, Calvert County awarded the contract for an automated speed enforcement system to Consultant and entered into a contract with Consultant for the provision of the services, a copy of which is attached hereto as Exhibit A ("Calvert County Contract"). The Calvert County Contract consists of the following documents: (1) Letter dated April 1, 2016 from Roberta Baker; (2) Calvert County Request for Proposal RFP Number – Purch 2016-105; (3) Consultant's Technical Proposal dated January 12, 2016, which located between Section 9 [Anti-Bribery Affirmation and Affidavit of Qualification to Respond] and Section 10 [Agreement] of the Technical Proposal; and (4) Agreement between Calvert County and Consultant dated March 8, 2016; and

WHEREAS, the Calvert County Contract provides that Consultant will extend the terms and conditions of the Calvert County Contract to other governmental agencies and public agencies that receive government funds for these commodities and/or services; and

WHEREAS, the City desires to retain the services of Consultant to provide an automated speed enforcement system for the City; and

WHEREAS, Consultant has agreed to extend the terms of the Calvert County Contract to the City, and to amend the terms of the Calvert County Contract as set forth herein; and

WHEREAS, the City desires to retain the services of Consultant to provide an automated speed enforcement system under the terms and conditions set forth herein; and

WHEREAS, in or about December 17, 2014, the City and the Consultant entered into a Contract for Speed Camera Enforcement, Contract # 300001, the terms of which the parties

desire to terminate, contemporaneously with the execution of this Agreement, except as set forth in Paragraph 17, below

In consideration of the mutual covenants and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

**1. Recitals Incorporated.** The above Recitals are incorporated into this Agreement as operative provisions hereof.

**2. Services Provided.** Consultant shall provide to the City the following services: an automated speed enforcement system conforming to the specifications set forth in the Calvert County Contract, as the Contract is amended by Consultant's Technical Proposal dated January 12, 2016, attached hereto as a portion of Exhibit A ("the Services"). The Services shall be provided as detailed in the Contract Documents listed in Section 5 hereof.

Consultant agrees to accept the City's budget and to perform the Services in a diligent, professional and competent manner throughout the term of this Agreement. Consultant further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to meet its needs and the City's established budget and schedule.

**3. Fees.** The City hereby agrees to pay Consultant as full consideration for the Consultant's satisfactory performance of its obligations under this Agreement the following sums:

**FOR EACH AUTOMATED SPEED ENFORCEMENT**

**SYSTEM THAT IS IN OPERATION:**

\$3,100.00 per month

For up to sixteen (16) speed enforcement systems. Fees shall be paid upon satisfactory completion of services rendered and the submission of an invoice therefor. Invoices shall be sent to the City at the City's address set forth hereinbelow. The Consultant must provide a detailed system billing report each month showing all full payments (by citation number) to accompany each submitted invoice. Consultant shall also:

- Mail of up to three (3) notices per violation (including late notices);
- Provide payment and mail processing of citations, telephone customer service, pay-by-phone, pay-by-web, integrated Voice Response (IVR) system, document imaging, and online cashiering support to the cashiering efforts of The City of Hagerstown, MD;
- Provide Standard Monthly, Quarterly, and Annual Reports (containing information to be defined by the City.)

The Consultant shall submit monthly invoices in a form and format to be approved by the City. At a minimum each monthly invoice must contain a report that includes all full payments by citation number. The Consultant's monthly invoice is due by the 15<sup>th</sup> of each month for the previous month and must be submitted to: Finance Department of the City of Hagerstown,



Maryland. All periodic Reports described above shall also be submitted to the Finance Department.

The program shall be and remain Cost Neutral to the City, as further described at Page 5.2 in Paragraphs 20 a. – c. of Exhibit A.

**4. Term.** The term of this contract shall be for a period of three (3) years commencing at 12:00 a.m. \_\_\_\_\_, 2017 (“the Effective Date”) and terminating at 11:59 p.m. on \_\_\_\_\_, 2020. At the sole option of the City, the term of this Agreement may be extended for three additional one year periods under the same terms and conditions set forth herein. If the City desires to extend the term of this Agreement, the City shall so advise Consultant not less than thirty (30) days prior to the end of the initial term of this Agreement or any subsequent term.

**5. Contract Documents.** The Contract shall consist of this Agreement, and the following additional documents which are attached hereto and incorporated herein by reference:

- (1) All documents comprising the Calvert County Contract, Exhibit A hereto; and
- (2) Insurance Certificate naming the City as an Additional Insured, Exhibit B hereto

Except as may expressly be set forth herein in this Agreement, the provisions of the Calvert County Contract shall govern the obligations and responsibilities of the parties. The parties understand that any references in the Calvert County Contract to Calvert County shall be interpreted with respect to this Agreement to mean the City. Similarly, whenever there is a reference in the Calvert County Contract to an obligation to be performed by a person with Calvert County, such reference shall be replaced with the City’s Chief of Police or his designee. Consultant represents and warrants that it is completely familiar with and will comply with all applicable Federal, State and local laws and does not require that all such laws be specifically referenced.

**6. Conflict between documents.** In the event of a conflict between this Contract and any of the Contract Documents the terms of this Contract shall prevail.

**7. Ethics.** The person executing this Agreement on behalf of the Consultant certifies that he understands and shall abide by the provisions of the City Charter and the City’s Code of Ethics, as amended from time to time, dealing with conflicts of interest, prohibition against the solicitation or acceptance of gifts, etc..

**8. Notices.** This Section shall supersede the terms of any "Notice" provisions of the Calvert County Contract. All notices or other communications required or permitted hereunder shall be in writing and either delivered either (a) by hand or (b) by fax or electronic mail and by U.S. mail, postage prepaid, certified or registered return receipt requested, addressed as follows, unless otherwise directed by a City or Consultant:

To the City: Valerie A. Means  
City Administrator  
The City of Hagerstown  
One East Franklin Street  
Hagerstown, Maryland 21740  
[vmeans@Hagerstownmd.org](mailto:vmeans@Hagerstownmd.org)  
FAX: 301/790-3424

With a copy to: Jason Morton  
SALVATORE & MORTON, LLC  
82 West Washington Street, Suite 100  
Hagerstown, Maryland 21740  
[jmorton@salvatoremorton.com](mailto:jmorton@salvatoremorton.com)  
FAX: 301/797-6065

To Consultant: Brekford Corp  
Rodney Hillman  
7020 Dorsey Road  
Hanover, Md 21076  
[RHillman@brekford.com](mailto:RHillman@brekford.com)

With a copy to: Brekford Corp  
Bradley Schaeffer  
7020 Dorsey Road  
Hanover, Md 21076  
[BSchaeffer@brekford.com](mailto:BSchaeffer@brekford.com)

**9. Doing Business in Maryland.** Consultant warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**10. Record Retention, Audits and Inspections.** The Consultant shall retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder. Furthermore, Consultant shall permit the City to have access to any and records,

including subcontracts covered by this Agreement. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

**11. Insurance.** Consultant shall maintain all insurances and in such amounts and form as are required by the Calvert County Contract; however, the insurance certificates therefor shall name the City as an additional insured.

**12. Liquidated damages.** Consultant shall be responsible for liquidated damages if more than 5% of the potential violations submitted in a calendar year are found to be erroneous as determined in §21-809(3.ii). If the 5% threshold is reached, the Consultant shall be required to liquidate 50% of the fine amount, plus any reimbursements paid by the City.

**13. Refunds.** If the City provides a refund of fees paid to the City for a ticket or tickets, Consultant shall promptly deliver to the City 39% of the refund, if Consultant received payment for the ticket or tickets (to be) refunded.

**14. Radar Maintenance.** The Consultant shall be responsible for maintaining the radar units, including all costs. The maintenance will include a third party independent calibration of the systems at each of the following events:

- Before initial installation of each speed monitoring system;
- On a semi-annual basis thereafter; and
- Upon removal of a unit from the field for repair or replacement.

The laboratory will be chosen by the City, and written documentation will be sent to the vendor. This laboratory will not change unless the Consultant is notified in writing.

**15. Warranties.** Consultant represents and warrants that it shall perform all the services described herein with care, skill and diligence, in a professional manner, in accordance with industry standards and shall be responsible for professional quality and technical accuracy of the services furnished under this Agreement. Consultant shall comply with all applicable laws, rules and regulations in performing services under this Agreement.

**16. Severability.** If any term or provision of this agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**17. Speed Camera Enforcement Contract #300001.** The parties agree that upon the signing of this Agreement, Speed Camera Enforcement Contract #300001 shall be of no further force and effect; however, the City shall pay any fees due to Consultant due as of the Effective Date of

this Agreement. In addition, the City shall receive any payments due to it under Contract #300001 as of the Effective Date.

**18. Governing Law.** This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland without regard to its choice and/or conflict of law's provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in the state courts in Washington County, State of Maryland.

**19.** This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes and replaces all prior and contemporaneous agreements, oral and written, between the parties hereto. This Agreement may be modified only by a written instrument signed by both parties.

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

WITNESS:

BREKFORD, CORPORATION

\_\_\_\_\_

BY:

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Typed Name/Title of Signatory

Federal I.D. Number:

Address:  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Telephone Number:

Fax Number: \_\_\_\_\_

E-mail address: \_\_\_\_\_

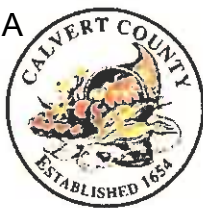
WITNESS:

CITY COUNCIL OF HAGERSTOWN

\_\_\_\_\_  
Donna Spickler, City Clerk

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

Name Robert E. Bruchey, II  
Title: Mayor



Timothy Hayden, Director  
Roberta L. Baker, Purchasing Officer

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

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

*Board of Commissioners*  
Gerald W. Clark  
Pat Nutter  
Susan Shaw  
Evan K. Slaughenhoupt Jr  
Steven R. Weems

April 1, 2016

Mr. Rodney Hillman  
President  
Brekford Corp.  
7020 Dorsey Road, Building C  
Hanover, Maryland 21076

Re: Bid Number – Purch 2016-105  
Automated Speed Enforcement System  
**NOTICE TO PROCEED**

Dear Mr. Hillman:

I am pleased to present you with your notice to proceed for the above-referenced contract effective this date. Enclosed is your copy of the fully-executed contract.

Lt. David P. Payne, Sheriff's Office, will be the County's Contract Manager for this contract. He can be reached by phone at 410-535-1600, extension 2593 or by email at [paynedp@co.cal.md.us](mailto:paynedp@co.cal.md.us). Please contact Lt. Payne to set up a meeting.

Thank you for providing Calvert County Government with your services. We look forward to a successful contractual relationship. If you have any questions or require additional information, please contact me.

Sincerely,

A handwritten signature in blue ink, reading "Roberta L. Baker".

Roberta L. Baker  
Purchasing Officer

Attachments

cc: Lt. David P. Payne

**REQUEST FOR PROPOSAL**  
**BOARD OF COUNTY COMMISSIONERS**  
**OF**  
**CALVERT COUNTY**  
**PRINCE FREDERICK, MARYLAND 20678**



**RFP NUMBER - PURCH 2016-105**  
**AUTOMATED SPEED ENFORCEMENT SYSTEM**

PURCHASING OFFICE  
COUNTY SERVICES PLAZA  
150 MAIN STREET, SUITE 107  
PRINCE FREDERICK, MARYLAND 20678  
[roehl@co.cal.md.us](mailto:roehl@co.cal.md.us)  
410-535-1600/301-855-1243 Ext. 2522

**DUE DATE:** Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time)

**WRITTEN QUESTIONS ARE DUE ON OR BEFORE WEDNESDAY, JANUARY 6, 2016 BY 10:00 A.M. (EASTERN TIME). ALL QUESTIONS SHALL BE SUBMITTED TO THE PURCHASING OFFICE AT [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us).**

**INDEX****PAGE NUMBER(S)**

<b>NOTICE TO BIDDERS</b>	<b>1.0</b>
<b>PRICE PROPOSAL</b>	<b>2.0</b>
<b>ADDENDUM CERTIFICATION</b>	<b>3.0</b>
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<b>SPECIFICATIONS</b>	<b>5.0</b>
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**NOTICE TO BIDDERS**

Sealed proposals are due on or before Tuesday, January 12, 2016 by 2:30 p.m. (Eastern Time) for acknowledgement of receipt only for:

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

No pre-bid meeting will be held.

Formal proposals or amendments received by Calvert County Government after the due date and time specified will not be considered. Proposals received after the time specified for due date and time will be returned unopened.

Proposals shall be submitted in **two SEALED ENVELOPES**, one envelope shall contain one (1) original and four (4) copies of the Proposer's technical proposal marked TECHNICAL PROPOSAL. The second envelope shall contain one (1) original and four (4) copies of the Proposer's price proposal marked PRICE PROPOSAL. The technical proposal must be accompanied by a brief transmittal letter, signed by an officer of the company authorized to bind the Proposer to their proposal, with required affidavit(s) attached. The yellow labels provided with this Request for Proposal 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 PRICING information. Calvert County Government (hereinafter, "the County") reserves the right to reject proposals improperly labeled. The envelopes must also show the Proposer's full company name and address. (ANY QUALIFICATIONS AND EXPERIENCE PROPOSAL WITH PRICE PROPOSAL INFORMATION MAY BE CONSIDERED NON-RESPONSIVE.)

Sealed proposal(s) should be shipped UPS, FedEx, or hand delivered to the following:

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

Acceptance of proposals by Calvert County Government employees other than the Purchasing Office is not deemed proper delivery. Where proposals are sent by mail to the Purchasing Office, the Proposer shall be responsible for their delivery before the date and time set for the closing of bid acceptance. If the mail is delayed beyond the date and hour set for the proposal closing, proposals will not be accepted. P note that the United States Postal Service does not deliver to the above address.

Proposals made on any form(s) other than any required form(s) included in this package will not be considered. Changes in the phraseology of the Request for Proposal, additional or limiting provisions will render the proposal informal and may cause its rejection.

Changes to the Information for Bidders or Technical Specifications shall be made only in writing. The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.



Written questions and inquiries will be accepted from any and all proposers. **The Purchasing Office is the sole point of contact** for this solicitation unless otherwise instructed herein. Unauthorized contact with other Calvert County Government staff regarding this Request for Proposal may result in disqualification of the Proposer.

In the event it becomes necessary to revise any part of this Request for Proposal, or if additional information is necessary to enable the Contractor to make an adequate interpretation of the provisions of this Request for Proposal, a supplement to the Request for Proposal will be issued and posted on eMaryland Marketplace. The Contractor acknowledges in their proposal the receipt of all addenda, supplements, amendments, or changes to the Request for Proposal that were issued by the County.

**Proposers are responsible for obtaining any documents, including but not limited to addenda that may be issued, by going to eMaryland Marketplace at <https://emaryland.buyspeed.com/bs/> prior to submitting their proposal.**

The Board of County Commissioners of Calvert County, Maryland assumes no responsibility for verbal instructions or interpretations.

In order to allow time for proposal review and award of contract, unless otherwise specified, all formal proposals shall be binding for 160 calendar days following proposal due date and time, unless extended by mutual consent of all parties.

All prices quoted shall be based on fixed/firm rates for the Contract and signed by an authorized official of the organization.

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

If the Proposer 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 second most responsible Proposer, and such Proposer shall fulfill every stipulation embraced herein, as if they were the original party to whom the award was made; or the Board of County Commissioners of Calvert County, Maryland may reject all of the proposals, as its interests may require.

Proposers must examine the specifications carefully. In case doubt shall arise as to the meaning or intent of anything in the specifications, inquiry should be made to the Purchasing Office before the proposal is submitted and by the dates specified herein. The submission of a proposal shall indicate that the Proposer thoroughly understands the terms of the specifications.

The submission of a proposal on this work and service will be considered as a representation that the Proposer has carefully investigated all conditions which affect or may, at some future date, affect the performance of the work or services covered by the Request for Proposal, the entire area to be serviced as described in the specifications and other contract documents, and that the Proposer 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 Proposer 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.

## Exhibit A

The Purchasing Office will correct any errors in computations when the fee proposals are canvassed.

Proposers shall execute the following forms and include as part of their proposal. Failure to do so may be cause for rejection of the proposal as nonresponsive.

- (a) Price Proposal
- (b) Required Technical Proposal including Required Forms
- (c) Non-Discrimination in Employment
- (d) Non-Collusion Certificate
- (e) Anti-Bribery Affirmation Affidavit of Qualification to Respond
- (f) Addenda, if applicable
- (g) Questions and Answers/Clarification, if applicable

No Proposer may withdraw their proposal within 180 days after the opening thereof.

Requests for information related to this Request for Proposal should be directed to the Purchasing Office, Heather L. Roe, Purchasing Assistant, by: (1) E-Mail: [roehl@co.cal.md.us](mailto:roehl@co.cal.md.us); (2) Phone: 410-535-1600, extension 2522; or (3) Fax 410-414-3672.

Acknowledge of receipt only for this Request for Proposal will be posted on the County's web site at **<http://www.co.cal.md.us/Purchasing/FY2016>**.

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**PRICE PROPOSAL**

TO THE BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY: The undersigned agrees to furnish all labor, material, supervision and equipment necessary to provide an AUTOMATED SPEED ENFORCEMENT SYSTEM as specified in this Request for Proposal to the Board of County Commissioners of Calvert County in accordance with attached specifications and other documents herein and at the following price(s):

DESCRIPTION	UNIT PRICE
ASE SYSTEM LEASE FEE PER UNIT PER MONTH	\$ <u>3,100.00</u>


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) days after such notice.

The undersigned has caused this proposal to be executed as of the day and year indicated on each proposal page and hereby agrees to provide aforementioned services necessary for compliance with this specification and agrees to provide these for the rates indicated in this proposal form.

The Contractor shall comply with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland.

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general provisions and understands them.



BIDDER'S LEGAL BUSINESS NAME: Brekford Corp. DATE: 1/11/2016

AUTHORIZED SIGNATURE: 

**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 the State of Maryland, must be used on all forms within the bid document.*** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must 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.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

**REFERENCES**

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

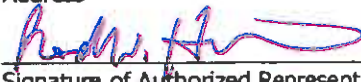
N/A  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Brekford Corp.  
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C  
Address

Hanover, MD 21076  
Address

  
Signature of Authorized Representative

1/11/2016  
Date

443-557-0200  
Phone Number

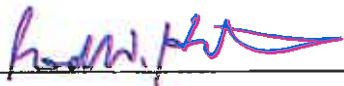
443-557-0201  
Fax Number

**NON-DISCRIMINATION IN EMPLOYMENT**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin 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 contract, will state that such Contractor is an equal opportunity employer.
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 will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature

  
\_\_\_\_\_

Printed Name of Contractor

Rodney Hillman  
\_\_\_\_\_

Bidder's Legal Business Name

Brekford Corp  
\_\_\_\_\_

Address

7020 Dorsey Road, Bldg C  
\_\_\_\_\_

Hanover, MD 21076  
\_\_\_\_\_

Phone Number

443-557-0200  
\_\_\_\_\_

Date

1/11/2016  
\_\_\_\_\_

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**SPECIFICATIONS**

**I. INTRODUCTION**

The Board of County Commissioners of Calvert County, Maryland through the Calvert County Sheriff's Office, or a chosen representative, (hereinafter, "the County") are requesting Technical Proposals (Qualifications and Experience) submittals and Price Proposals from qualified firms or individuals (hereinafter, "the Contractor") to provide all labor, materials, equipment, supervision, services, and incidental items necessary to install, test, and maintain an automated speed enforcement system, (hereinafter, "ASE") consisting of portable units in Calvert County, Maryland that are compliant with all applicable State and Federal laws and regulations to include but not limited to § 21-809 of the *Transportation Article* of the Annotated Code of Maryland and in accordance with specifications.

**II. SUMMARY OF WORK**

**A. PROJECT DESCRIPTION**

The Contractor shall develop and submit a scope of work that meets the goals and objectives of this Request for Proposal, (hereinafter, "RFP"). To meet the objectives, the following minimum requirements must be met:

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.
2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.
3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.
4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.
5. Contractor shall process all traffic citations and the preparation of evidence packages for court.
6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.



7. Contractor shall be responsible for site design, engineering, permitting, and construction to install or operate the system at the agreed upon sites by the Contractor and the County.
8. Contractor shall conduct a public awareness/community relations education campaign (i.e. press releases, brochures, public service announcements, etc.).
9. Contractor shall conduct training for the Sheriff's Office, Courts, Technology Services, and other officials involved in the use of the system.
10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.
11. Contractor shall provide a secure Web-based system for event review.
12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.
13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.
14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.
15. Work shall be conducted to provide least possible interference to the activities of County's 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.
16. Portable fixed site leased camera systems.
17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.
18. All installation costs are covered by the company. Calvert county has the final say on location.
19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

20. This program shall remain Cost Neutral to Calvert County.

- a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
- b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
- c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.

21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**B. ASE EQUIPMENT**

1. The camera system shall use a digital media. Proposer must submit a minimum of four example sets of violation photos in different lighting and weather conditions, including (1) daytime – fair weather, (2) daytime – rain and snow, (3) night time – fair weather, and (4) night time – rain and snow. Systems should use a combination of high resolution still images with an output in excess of 3000 x 2000 pixels per frame/image and full motion digital video technologies.
2. All camera system component operations shall be synchronized to a single, standard, independent, external and verifiable time and date source.
3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.
4. The camera system shall be modular in construction to facilitate rapid installation and maintenance.
5. The camera system shall generate secure violation evidence that can be communicated and processed using vendor supplies or operated photo enforcement processing systems.
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.
7. Camera system shall be capable of accurately measuring speeds, detecting speed limit violations and photographing the incident.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.
9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.
10. In order to minimize operator error, cameras should be automated as much as possible with regard to set up (aperture settings, focusing, leveling, etc.)
11. The camera system shall be secure from vandalism or tampering.
12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.
13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full 24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.
14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.
15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property. The County reserves the right to expand on roadways with State rights-of-ways as permitting allows.
16. The equipment must provide readouts in miles per hour and be capable of recording speeds within an accuracy tolerance of plus or minus one (1) mile per hour (+/- 1 mph) of the actual speed of target vehicles.
17. Camera Unit Housing:
  - a. Sealed to be weather, dust, water, and spray resistant
  - b. Securely lockable
  - c. Vandal and tamperproof
  - d. All glass openings must be bullet resistant

### **III. DISPOSITION OF DOCUMENTS**

The Contractor agrees that all data including, but not limited to, reports, tables, images, graphics, specifications, studies, estimates, maps, photographs, 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 the County. All such material shall be returned to the County upon completion, termination, or cancellation of this Contract. The

Contractor shall, within fourteen (14) days of the County's request, deliver to the County all requested material(s) prepared by the Contractor in connection with the Contract. The County 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 the County. Documents and materials developed by the Contractor under the Contract shall be the property of the County; however, the Contractor may retain file copies which cannot be used without prior written consent of the County. The County 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.

**IV. CONTRACT MANAGER**

The Contract Manager for this Contract shall be David P. Payne, or duly authorized representative.

**V. MANPOWER**

The Contractor must ensure that sufficient manpower is available to concurrently perform the services required under this Contract. The County reserves the right to require the Contractor to dedicate additional manpower, if the work is falling behind schedule. The County also reserves the right to require the replacement of any personnel under this Contract for any reason.

**VI. RECORDS**

The Contractor shall keep accurate records. As necessary, the Contractor shall make these records available to the County for audit purposes at any time during normal business hours and as often as deemed necessary.

**VII. PAYMENT**

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

**VIII. PROPOSAL SUBMITTALS – RESPONSE TO RFP**

A. Proposals shall be submitted in accordance with this RFP. (ANY TECHNICAL (QUALIFICATIONS AND EXPERIENCE) PROPOSAL INCLUDED WITH ANY PRICE INFORMATION MAY BE CONSIDERED NONRESPONSIVE.)

B. Technical and cost proposals should be prepared simply and economically providing a straightforward, concise description of the Contractor's ability to satisfy the requirements of this RFP.

**1. Technical Proposal (Qualifications and Experience)**

At a minimum, this shall include the following:

- a. A brief transmittal letter on company letterhead, signed by an officer authorized to bind the proposer to their proposal.

- b. Statement by the Contractor of their ability both in experience and available manpower to meet the requirements contained herein. Contractor shall provide background information on the firm, including date of establishment, type of entity, business expertise, a short history, current ownership, and any other relevant matters.
- c. A brief discussion of the Contractor's understanding of the project and scope of services required. Describe how the firm or team view the situation and needs of the County as it seeks assistance with this project. Include a description of the distinctive approach to be taken, including methodologies and innovative concepts, in response to the Scope of Services.
- d. Fully executed Anti-Bribery Affirmation and Affidavit of Qualification to Bid, Non-Collusion Certificate, Limits of Insurance, and Non-Discrimination in Employment forms included in this RFP, executed by the Contractor, or in case the Contractor is a corporation, by a duly authorized representative of the corporation, on the forms provided.
- e. A project schedule identifying tasks to be completed and date of completion (in calendar days). A graphical representation of the proposed schedule showing deliverables is required. Describe in detail how each job shall be approached.
- f. A list of organizations and prime Contractors included in the project team, including area(s) of responsibility for each organization.
- g. The name of and contact information for the project manager along with a listing of key personnel, management and field positions, and team members assigned to this project with a brief bio related to their qualifications, related task experience, and tasks to which they shall be assigned highlighting their experience in consultation of similarity to this RFP. Resumes and/or curriculum vitae of each staff member shall be included, providing name, position, education, background, and experience. Upon award, cell phone, emergency numbers, and emails shall also be provided.
- h. If the Contractor wants to use other personnel under this Contract and after the Contract is executed, the Contractor must submit their resumes. **Only pre-qualified personnel shall be eligible to work on this Contract.**
- i. Full legal name and address of Proposer and the person authorized to sign the proposal should indicate their title and/or authority to bind the firm in a contract. ***The legal business name and principal office AS RECORDED WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION (SDAT) must be used.***
- j. A brief overview of a minimum of three (3) similar projects which the Contractor has completed within the last ten (10) years. The listing shall include for whom the project was completed and a reference that the Committee may contact including current phone number(s). Work samples should be included, as well as contact information for

previous clients and letters of reference.

- k. Disclose any work for other clients that may affect or be affected by work under this Contract.
- l. Breakout of Proposed Work Program and Timeline per unit.
- m. Proof of financial stability.
- n. Any other criteria the Contractor considers relevant for the projects to be performed under the Contract.
- o. Proposers should 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 the Access to Public Records Act, State Government Article, Title 10, Sections 10-611 to 10-628, Annotated Code of Maryland.

## **2. Price Proposal**

- a. The Proposer shall fill out the Price Proposal form contained herein.
- b. Pricing submitted shall include all costs including but may not be limited to profit, overhead, travel, mileage, vehicle fuel, supplies necessary for printing and mailing citations to include envelopes, paper, and postage, and miscellaneous fees.
- c. Costs for preparation of requested proposals shall be borne by those submitting proposals.

## **IX. EVALUATION PROCEDURES**

### **A. EVALUATION COMMITTEE**

Proposals submitted shall be evaluated by an Evaluation Selection Committee consisting of member(s) from the Calvert County Sheriff's Office. Membership on this committee is subject to change.

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

### **B. EVALUATION CRITERIA**

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

#### **1. Mandatory Elements**

- a. The Contractor is independent and licensed to practice in Maryland.

- b. The Contractor has no conflict of interest with regard to any other work performed by the Contractor for the County.
- c. The Contractor adhered to the instructions in this RFP on preparing and submitting their proposal.
- d. The Contractor shall submit all required forms as contained and required in this RFP.

2. Technical Qualifications

a. Expertise, Experience, and Qualifications

- 1) The Contractor's past experience and performance on comparable contracts.
- 2) The quality of the Contractor's professional personnel, including the project manager, to be assigned to the Contract and the quality of the Contractor's management support personnel to be available for technical consultation.
- 3) The Contractor's experience with similar governments and federal or state contracts.
- 4) Expertise, ability, capacity, skill, and past experience of the Contractor in providing services on projects of similar size, scope, and features as those required on this project.

b. Contractor's experience in providing services in conformance to applicable codes, standards, and regulations.

c. Current and projected work load, plan to complete the work, and ability to complete the work in a timely and professional manner.

d. Size of the firm relative to the size of the project.

e. Financial Stability as confirmed through the Contractor's most recent financial statement.

f. References.

Quality of past work and evaluation of previous clients as confirmed through reference checks. The County reserves the right to contact any of the references listed as a contact within the past five (5) years.

g. Approach

- 1) Adequacy of proposed personnel and staffing plan for the Contract
- 2) Adequacy of project organization
- 3) Adequacy of project approach, work plan, management, and timeline

h. Quality and Responsiveness of the proposal.

Generally, the Committee shall consider the Contractor's overall suitability to provide the required services, and it shall consider the comments and/or recommendations of the Contractor's previous clients as well as other references.

Proposals shall be evaluated for suitability utilizing a point system. Proposals shall be ranked according to the overall perceived benefit to the County.

3. Price

The price(s) quoted on the Proposal Form is an integral part of the RFP and shall be considered during the selection process.

**X. PROPOSAL WITHDRAWAL**

Any proposal may be withdrawn up until the date and time set 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 180 calendar days to provide to the County the services set forth herein.

**XI. PROPOSAL CONDITIONS**

- A. Price proposals that accompany technical submittals determined to be unacceptable to the County will be returned unopened to the Contractor.
- B. Proposals received prior to the deadline will be treated as confidential. Proposals received after the deadline will be considered nonresponsive and will be returned unopened.
- C. Proposals may not be altered or amended after they are opened.

**XII. DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the Proposer, in writing, and submitted with the formal proposal. The Board of County Commissioners of Calvert County reserves the right to accept or reject any exception.

**XIII. RESERVATIONS**

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

**XIV. CONFLICT OF INTEREST**

- A. No officer or employee of the County 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 this project, during his tenure or one year thereafter shall have any personal interest, direct or indirect, apart from his official duties, in this Contract or the proceeds thereof.
- B. The Contractor covenants that it has presently 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 to be performed 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 that exist or which may arise if the Contractor is recommended for award and propose how such conflict(s) might be resolved.

**XV. CHANGES, ALTERATIONS OR MODIFICATIONS IN THE SERVICES**

The County 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 will be made by written change orders to the purchase order(s) of this Contract.

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





## **GENERAL TERMS AND CONDITIONS**

### **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 a sealed envelope.

All required forms must 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.

### **DEVIATIONS TO SPECIFICATIONS**

Any deviations from the specifications must be noted in detail by the proposer, in writing, and submitted with the formal technical proposal. The Board of County Commissioners of Calvert County, Maryland reserves the right to accept or reject any exception.

### **PROHIBITION AGAINST UNIFORM PRICING**

The County 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 and bid pricing, each Proposer shall, by virtue of submitting a proposal and bid pricing, guarantee that the Proposer has not been a party with other Proposers to an agreement to bid a fixed or uniform price. Violation of this implied guarantee shall render void the proposal and bid pricing of such Proposers. Any disclosure to or acquisition by a competitive Proposer, in advance of the opening 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 proposal.

### **AWARD OR REJECTION OF PROPOSALS**

Contract award is anticipated within (30) thirty calendar days after the receipt of proposals. A Contract or Contracts will be awarded to the Contractor(s) whose proposal(s) conforming to this RFP will be the most advantageous to the County.

The Board of County Commissioners of Calvert County shall award the Contract to the most responsive and responsible Proposer(s) complying with all provisions of the Request for Proposal provided the proposal and bid price is reasonable and is in the best interest of the County to accept it. The County reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County. The County reserves the right to reject all proposals 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 the County to do so. The County also reserves the right to reject the proposal of a Proposer who has previously failed to perform properly or complete on contracts of a similar nature, or a proposal of a Proposer who investigation shows is not in position to perform the Contract.

In determining the "most responsive, responsible bidder", in addition to considering price and other factors stated herein, the Board of County Commissioners of Calvert County or the official authorized official to contract for the County shall consider:

1. The ability, capacity, and skill of the Proposer to perform the Contract or provide the services required;

2. Whether the Proposer can perform the Contract or provide the service promptly, or within the time specified, without delay or interference;
3. The reliability, experience, and efficiency of the Proposer
4. The quality of performance of previous contracts or services;
5. The previous and current compliance by the Proposer with laws and ordinances relating to the Contract or service;
6. The sufficiency of the financial resources and ability of the Proposer to perform the Contract or provide the service;
7. Whether the Proposer is in arrears to the County on any debt or contract, is in default on any surety to the County, or is delinquent as to any taxes or assessments; and
8. Any other information that may have a bearing on the decision to award the Contract.

In addition, the successful Contractor must be current and in compliance with tax filings and licensing requirements of Calvert County Government; and, if a corporation conducting business in Calvert County, Maryland or the State of Maryland, must be registered and in "Good Standing" with the Maryland State Department of Assessments and Taxation. The Contractor shall supply evidence that all applicable taxes have been paid in full and a copy of its Certificate of Good Standing, as applicable, as requested by Calvert County Government.

#### **ACCEPTANCE OF PROPOSALS**

The County intends to award a contract to the Contractor that best satisfies the needs of the County. All proposals received by the closing deadline will be carefully evaluated for conformance with the requirements of this RFP. Selection of a Contractor will be based upon technical factors, price, and interviews, if conducted.

Contents of the proposal will become contract obligations if a Contract ensues. The County may award a Contract solely on the basis of the proposal submitted without any additional negotiation. Failure of the Contractor to honor these obligations may result in cancellation of an award.

#### **VERIFICATION OF TAX PAYMENT/REGISTRATION**

All corporations doing business in Maryland are required by law to be registered with the State of Maryland, Department of Assessments and Taxation, Comptroller's Office, as well as with the Department of Labor, Licensing and Regulation. Corporations which are not incorporated within the State of Maryland are required to have a resident agent. The resident agent must be either as individual (not the corporation itself) with an address within the boundaries of Maryland or a corporation that represents other corporations as a resident agent.

Any Contractor who has questions concerning this requirement is advised to contact the Department of Assessments and Taxation, at (410) 767-1330. It is strongly recommended that potential Contractors be completely registered prior to the due date for receipt of bids/proposals. Failure to

register may result in the bid/proposal being deemed unacceptable.

#### **INDEMNIFICATION**

Nothing contained in the Contract shall be construed to constitute the Contractor an agent of the Board of County Commissioners of Calvert County.

The Contractor shall indemnify, keep and save harmless the County, 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 the County 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 their employees if any, and the Contractor shall, at their 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 judgment shall be rendered against the County in any such action, the Contractor shall at their 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 the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County as herein provided.

#### **ASSIGNMENT OF CONTRACT FUNDS**

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contractual duties to any other person, firm or corporation, without the previous written consent of the County. If the Contractor desires to assign their right to payment of the Contract, the Contractor shall notify the County immediately, in writing, of such assignment of right to payment. In no case shall such assignment of contract relieve the Contractor from their obligations, or change the terms of the Contract.

#### **TERMINATION OF CONTRACT**

The County may terminate a contract, in whole or in part, whenever the County determines that such termination is in the best interest of the County, without showing cause, upon giving written notice to the successful proposer. The County shall pay all reasonable costs incurred by the successful proposer up to the date of termination. However, in no event shall the successful proposer be paid an amount which exceeds the price proposed for the work performed. The successful proposer will 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 successful proposer has not performed or has unsatisfactorily performed the Contract, the County may terminate the Contract for default. Upon termination for default, payment may be withheld at the discretion of the County. Failure on the part of a successful proposer to fulfill the contractual obligations shall be considered just cause for termination of the Contract. The successful proposer will be paid for work satisfactorily performed prior to termination, less any excess costs incurred by the County in re-procuring and/or completing the work.

The Contractor shall stay current in their Federal, State, and County taxes throughout the full term of any Contract issued. Failure to do shall be grounds for termination of the Contract.

#### **AVAILABILITY OF FUNDS**

Multi-year contracts may be continued each fiscal year only after funding appropriations and program

approval have been granted by the Board of County Commissioners of Calvert County. In the event that the Board of County Commissioners of Calvert County does not grant necessary funding appropriation/program approval, then the affected multi-year contract becomes null and void effective July 1 of the fiscal year for which such approvals have been denied.

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

### **DELIVERY FAILURES**

Failures of the Contractor to deliver within the time specified, or within reasonable time as interpreted by Calvert County Government, or failure to correct services when so requested, immediately or as directed by Calvert County Government, shall constitute authority for Calvert County Government to purchase in the open market services to replace the service rejected or not delivered. On all such purchases, the Contractor shall reimburse Calvert County Government, within a reasonable time specified by Calvert County Government, for any expense incurred in excess of contract prices. Such purchases shall be deducted from contract quantities.

### **NON-LIABILITY**

The Contractor shall not be liable in damages for delay in services 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 the County's opinion, is beyond the control of the Contractor. Under such circumstances, however, the Purchasing Officer may at their discretion, cancel the Contract.

### **DISCLOSURE OF CONTENTS OF PROPOSALS AND BIDS**

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

However, the County shall deny inspection of any part of a proposal or bid that contains confidential commercial or financial information or other commercial information for which denial is required pursuant to the State Government Article Section 10-617 (Access to Public Records – Required Denials). IT WILL BE THE RESPONSIBILITY OF THE BIDDER, PROPOSER, OR OFFEROR TO INVOKE THE PROTECTION OF THIS SECTION PRIOR TO OR UPON SUBMISSION OF THE DATA OR OTHER MATERIALS AND MUST IDENTIFY THE DATA OR OTHER MATERIALS TO BE PROTECTED AND STATE THE REASONS WHY PROTECTION IS NECESSARY. Otherwise, Calvert County Government disclaims responsibility for disclosure of any such material in the public record.

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

A bidder, offeror or proposer agrees to indemnify, protect and save harmless the County, its officers, agents, and employees with respect to any claim, action, cost or judgment arising from exercising this disclosure restriction, including any reasonable attorney's fees and other costs incurred in defending the

confidentiality of the material sought to be protected.

**BREACH OF CONTRACT**

- A. In the event the Contractor shall fail to comply with any of the conditions herein provided and as covered by the Contract, the County 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 County will authorize the services to be obtained from another qualified Contractor with the difference between the actual cost paid and the defaulting Contractor to be deducted from any monies due the defaulting Contractor.
- B. In the event of the failure of the Contractor to remedy the same within said period, the County is authorized to seek to have the Contract terminated.
- C. In addition to those instances specifically referred to in other sections contained herein, the County shall have the right at its option to terminate the Contract under any one or more of the following:
  - 1. If the Contractor becomes insolvent.
  - 2. If the Contractor makes an assignment for the benefit of creditors pursuant to the status in such case made and provided.
  - 3. In the event a voluntary or involuntary petition in bankruptcy shall be filed by or against the Contractor.
  - 4. In the event the Contractor fails to commence work in accordance with the RFP.
  - 5. In the event the Contractor shall abandon any portion of the work to be performed under the Contract for thirty (30) days or more.
  - 6. If the Contractor shall fail to fully and properly perform any or all of the conditions, covenants, or agreements contained within the Contract.
  - 7. If the Contractor shall sublet, assign, convey, or otherwise dispose of the Contract or any portion thereof other than in accordance with the Contract.
  - 8. If a receiver or receivers or any other person shall be appointed by court order to take charge or custody of the Contractor's property, financial affairs, or business.
  - 9. If the Board of County Commissioners of Calvert County, Maryland upon the advice of the Project Manager 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 Contract.

**COMPLETENESS**

All information required by this Request for Proposal must 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.

**LATE BIDS OR PROPOSALS**

Formal bids or proposals and amendments thereto received by Calvert County Government after the time specified for opening will not be considered. Proposals or bids received after the time specified for receipt of proposals will be returned unopened.

**INCURRING COSTS**

The County is not liable for any costs incurred by the Proposer prior to the issuance of the Contract.

### **NOTICE OF POLITICAL CONTRIBUTIONS**

The Contractor agrees, in accordance with Md. Code, State Finance and Procurement Article, §17-402, to comply with the political contribution reporting requirements under Md. Code, Article 33, Subtitle 14, as amended from time to time, to which the Contractor may be subject.

### **COOPERATIVE PURCHASES**

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

### **ARITHMETICAL ERRORS**

Any errors in computation(s) will be corrected when the proposals are canvassed.

### **CONTRACT PERIOD**

- A. This is a requirements type contract for one [1] year commencing after approval and proper execution of the contract documents, with a renewal option for two [2] additional one [1] year periods, exercisable at the sole discretion of the County. This contract shall be automatically renewed unless notice of nonrenewal shall be made to the Contractor by the County or to the County by the Contractor at least ninety (90) calendar days prior to the contract anniversary date which is the date of the Notice to Proceed or otherwise indicated by the County.
- B. In the event the County exercises its option to renew this contract beyond the initial one-year period, the prices for each renewal term shall be the unit prices bid for the initial contract.

### **QUANTITIES**

During the period of the Contract, the Contractor shall provide all service(s) and material(s) described in this Contract. The Contractor understands and agrees that this is a requirements contract and that the County shall have no obligation to the Contractor if the quantities listed are not required. Any quantities that are included in the proposal reflect the current expectation of the County. The amounts are only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any set amount of service(s) and material(s). The Contractor further understands and agrees that the County may require services and materials in an amount less than or in excess of the estimated amount, and that the quantity actually used, whether in excess or less than, shall not give rise to any claim for compensation other than the total of the unit price in the Contract for the quantity actually required by the County. Minimum ordering requirements are not acceptable.

Estimated units for this Contract: Three (3) Units  
Estimated citations issued per unit: Two Hundred (200)

As stated, the Calvert County Government will place orders on an "as needed basis". The Calvert County Government does not guarantee to purchase any minimum quantities. Minimum ordering

requirements are not acceptable.



## **LIMITS OF INSURANCE**

A. The Contractor shall not commence work under this agreement 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 and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.

B. **Additional Insured**

1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.

C. **Commercial General Liability Insurance**

During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:

1. Contractual Liability;
2. Independent Contractor's Coverage;
3. Broad Form General Liability Extensions or equivalent; and
4. Per contract aggregate.

D. **Professional Liability**

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

E. **Automobile Liability Insurance**

During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include 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 all owned vehicles, all non-owned vehicles, and all hired vehicles.

F. **Workers Compensation**


During the life of this agreement 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 must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

G. 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 the County. Insurance companies providing insurance must be acceptable to the County. 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, 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 the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

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

The certificate shall also indicate the contract name and number.

Contractor's Signature	<u></u>
Printed Name of Contractor	<u>Rodney Hillman</u>
Insurance Provider	<u>Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)</u>
Address	<u>6225 Smith Ave</u>
	<u>Baltimore, MD 21209</u>
Provider Phone Number	<u>410-602-1090</u>
Date of Insurance	<u>9/26/2015</u>

**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the President  
(Title)

and the duly authorized representative of the firm of Brekford Corp.


Whose address is 7020 Dorsey Road, Bldg C Hanover MD 21076 AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm 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, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland 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.

  
\_\_\_\_\_  
Authorized Signature

1/11/2016  
\_\_\_\_\_  
Date

Rodney Hillman  
\_\_\_\_\_  
Printed or Typed Name

ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the President and the authorized representative of the firm  
Title  
of Brekford Corp.  
Name of Corporation

whose address is 7020 Dorsey Road, Bldg. C Hanover MD 21076

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


2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 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 firm, and the sentence or disposition, if any.

None

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

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

  
SIGNATURE

1/11/2016  
DATE

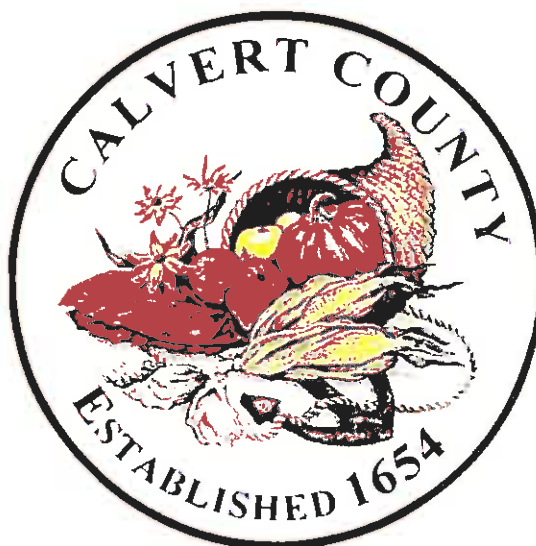


Headquarters 7020 Dorsey Rd Hanover, MD 21076 | tel (443) 557-0200 | fax (443) 557-0201

RESPONSE TO:

**RFP – PURCH 2016-105**

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



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

***DUE DATE: January 12, 2016 at 2:30 P.M.***

## Contents [Letters Match Section VIII.B.1 of the RFP]

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## PROPOSAL FORMAT OVERVIEW

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

The main sections of this document, labeled "A" through "O", with associated headers, match the letters contained in section VIII.B.1 Technical Proposal (Qualifications and Experience) and provide a specific response to the requested information in order.

In order to remain as concise and specific as possible, within section "C. SCOPE OF SERVICES" of this document, we have included subsections to address the details requested in RFP sections II.A (Project Description) and II.B (ASE Equipment). Our responses to each item are labeled to match the numbered items within the RFP sections.

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

## A. TRANSMITTAL LETTER



7020 DORSEY RD. BLDG. C  
HANOVER, MD 21076

PHONE (443) 557-0200  
FAX (443) 557-0201  
WWW.BREKFORD.COM

January 12, 2016

Heather L. Roe, Purchasing Assistant  
Calvert County Government  
Purchasing Office  
150 Main Street, Suite 107  
Prince Frederick, MD 20678

**Re: Transmittal Letter for RFP PURCH 2016-105 – AUTOMATED SPEED ENFORCEMENT SYSTEM**

Dear Ms. Roe:

It is my pleasure to transmit to the Board of County Commissioners of Calvert County, Maryland this response to your RFP# PURCH 2016-105 for an Automated Speed Enforcement ("ASE") System.

Brekford Corp. (OTCQX:BFDI), headquartered in Hanover, Maryland, is a leading public safety and security technology service provider of automated traffic safety enforcement ("ATSE") solutions, parking enforcement solutions, and an end-to-end suite of technology equipment for public safety vehicle services. We provide innovative solutions to municipalities, states, various federal entities, and the U.S. military. Our combination of subject matter experts, leading proprietary technology, and superior customer service offers a unique 360° solution for public safety and law enforcement agencies.

For two decades, Brekford has successfully designed, installed and supported integrated systems for hundreds of agencies in support of their public safety mission. Over the past six years, we have successfully implemented and operated turnkey photo enforcement solutions in the U.S. and Latin America, led by Maurice Nelson, a 17-year veteran of the industry. We are highly confident that our next generation technology, combined with superior customer service and turnkey program support, will achieve significant public safety results for Calvert County's ASE program.

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



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

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions

Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201

Email: [phamilton@brekford.com](mailto:phamilton@brekford.com)

One (1) original and four (4) copies of the technical proposal as well as one (1) original and four (4) copies of the price proposal, in separate sealed envelopes, are provided as specified in the submission requirements. The proposal is organized into sections following the RFP outline.

Brekford's experienced team stands ready to implement an ATSE solution that will exceed your expectations. While competitors may offer their one-size-fits-all, off-the-shelf system with little help fine-tuning the program, Brekford is offering the County a true partnership. We will provide a complete implementation commitment to meet the County's priorities as well as ongoing support for the duration of our agreement. We are located within 60 miles of Prince Frederick, and we currently operate numerous successful ATSE programs throughout the state of Maryland.

Sincerely,



Rodney Hillman

President and COO | Brekford Corp.

Office: 443-557-0200 ext. 223 | Cell: 443-615-1548 | Fax: 443-557-0201

Email: [rhillman@brekford.com](mailto:rhillman@brekford.com) | Web: [www.brekford.com](http://www.brekford.com)

## B. BREKFORD PROFILE

Brekford Corp. (OTCQB:BFDI) is a publicly traded C-corporation headquartered in Hanover, Maryland. For nearly two decades we have been a leading public safety technology systems developer, integrator, and service provider of fully integrated mobile technology and video solutions, as well as turnkey automated traffic safety enforcement programs, to municipalities, states, various federal entities and the U.S. military.

The Company was founded in 1997, with a focus on providing vehicle technology solutions to law enforcement agencies and municipalities. Early in our history, we identified many deficiencies in the industry that led to disjointed solutions, lack of contractor accountability, and poor customer service and support. Our response to this problem was the development of our 360-degree solution philosophy, transforming Brekford into a “one-stop-shop” for agencies to obtain all necessary equipment (both high and low tech) and complete installation services. Currently we provide comprehensive vehicle installation services to hundreds of local, state, and federal agencies primarily within a 100 mile radius of Washington, D.C. These installations include fully warranted technology solutions such as rugged laptops, in-car video systems, e-ticketing, ALPR systems, sirens, lights, gun racks, and prisoner cages. In 2015 we introduced our body worn camera and evidence management solution, utilizing Panasonic’s Arbitrator BWC and Microsoft’s Azure Government Cloud. Brekford is a Gold Level partner with Panasonic Corporation, one of the world’s largest technology companies.

In 2010, with demand increasing nationally for automated speed and red light technology, and our existing clients seeking a local trusted provider, we started offering full turnkey ATSE programs. Brekford’s foundation as a public safety solutions provider is what separates us from competitors in the ATSE industry. Other companies, both large and small, approach these programs purely from a technology perspective without an understanding of the comprehensive evidence management, public education, and operational needs of law enforcement agencies. During the past six years we have successfully operated numerous speed enforcement programs throughout Maryland. Our proprietary camera technology and iP360 citation management system has evolved to a point where our clients fully appreciate its ease of use, simplicity of installation, and flexible configuration tailored to the unique process flow required by ATSE programs. In 2015 we established our first international program in Saltillo, Mexico and introduced our next generation solar powered speed and red light enforcement systems.

Our long history of working with local, state, and federal agencies on various projects and programs, and our commitment to unparalleled post-implementation support, have established Brekford as a “go-to” service provider, especially in the State of Maryland. Brekford’s employees work primarily from our two main offices in central Maryland. Our headquarters and technology center is located in Hanover and our operations and call center is located in nearby Glen Burnie. We have dedicated and experienced professionals already in place to support all aspects of Calvert County’s ASE program.

Our corporate officers are:

- C. B. Brechin, co-founder and CEO
- Scott Rutherford, co-founder and Chief Technology Officer
- Rodney Hillman, President and COO

## C. SCOPE OF SERVICES

### **Our Understanding of Calvert County's Program and Goals**

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

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

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

### **Brekford's Philosophy**

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

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

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

**Our Approach to Your Program**

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

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

**A. PROJECT DESCRIPTION**

1. Contractor must furnish and install all ASE equipment and related equipment required for a complete turnkey ASE system, including supply, delivery, installation, signage, implementation, and maintenance of all equipment necessary for the operation of an ASE program and citation processing system that is fully compliant with State and Local Laws.

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

2. Contractor shall conduct independent calibration upon initial installation and then be conducted annually.

We utilize an independent 3<sup>rd</sup> party engineering firm for initial and annual calibration and certification.

3. Contractor is responsible for issuance of warnings, notices, citations, flagging notices, summonses, follow up on notification, past due processing, process court correspondence, and respond to general correspondence.

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

4. Contractor shall provide a robust, fully web-enabled and fully secure citation processing system that includes data processing, initial screening of data, prompt delivery of data to the County for violation review and citation authorization, citation mailing, bad address notification, and maintenance of secure internet-based violation viewing capability.

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

5. Contractor shall process all traffic citations and the preparation of evidence packages for court.

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



6. Contractor shall operate a toll-free telephone system with a bi-lingual (English and Spanish) customer support center to assist citizen's concerns.

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

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

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

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

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

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

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

10. Contractor shall be responsible for ensuring the system is operating properly on a continuing basis. Problems shall be documented and remedied within seventy-two (72) hours, including weekends and holidays.

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

11. Contractor shall provide a secure Web-based system for event review.

Noted. See #4 above and Appendix B.

12. Contractor shall provide a secure Web-based system for citation tracking that maintains the complete citation history and is able to be audited.

Noted. See #5 above and Appendix B.

13. Contractor shall provide a payment processing system to accept payments by mail, or via the Web. The company shall post all payments automatically, process payments, provide the ability for payment research, manage unapplied payments, and reconcile receipts daily.

We provide both mail and web payment acceptance services with a unique mailing address and web page specific to the County's program. Citizens can view violation images and video via the web as well as make payments directly using a credit card. Mail-in payments are processed promptly and ALL correspondence is electronically scanned and attached to the citation audit log, which is viewable within iP360 24/7.

14. Contractor shall provide adjudication process support to include schedule and track court hearings, send court notifications, and provide general support to Deputies before and during hearings.

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

15. Work shall be conducted to provide least possible interference to the activities of County's personnel, commercial traffic, and public use of parking. Provide traffic controls, signs, and barricades, as required, to maintain safe, continuous vehicular and pedestrian traffic through installation areas.

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

16. Portable fixed site leased camera systems.

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

17. Camera systems have the ability to be moved, upon agreeance of both parties with no additional relocation costs.

Noted. See #16 above. Relocation is a simple process, once notification is received. We offer this service by our technicians at no extra cost; however, we are also amenable to training County personnel if the County would prefer to control this part of the program.

18. All installation costs are covered by the company. Calvert county has the final say on location.

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

19. Termination for convenience may occur by either party upon (60) sixty days prior written notice.

Noted.

20. This program shall remain Cost Neutral to Calvert County.



- a. The citation fees collected per month shall be the source of payment towards Contractors monthly lease fee of ASE equipment of approved citations.
- b. During a month in which approved citation fees collected are less than the Contractors monthly lease fee, the Contractor shall accept the fees collected in said month as payment for the monthly lease fee and shall not charge the County the balance of the lease fee for that month.
- c. During a month the approved citation fees collected exceed the Contractors monthly lease fee, the Contractor shall make payment to the County for the amount above the monthly lease fee.

**Noted.**

21. The County and the Contractor shall establish Business Rules for the operation of this program in accordance with Local, State, and Federal laws and regulations.

**Noted. Brekford will provide detailed business rules templates and project plans to ensure a comprehensive approach in creating the final engagement rules.**

**B. ASE EQUIPMENT**

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

On the following pages you will see example sets of violation photos depicting various conditions as requested. Our high resolution cameras coupled with superior tag enhancement offers excellent clarity in all conditions including extremely low lighting and poor weather.

*Daytime – Fair Weather*

Date	Time	OperatorID	SystemID	Type
04/10/2015	14:46:39.20	119	00022C3E	S
Speed	Sign Speed	Direction	Location	Code: 560008
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of Frankfort Dr	



Date	Time	OperatorID	SystemID
04/10/2015	14:46:39.70	119	00022C3E
Speed	Sign Speed	Direction	Location
59.3 mph	45 mph	Departing	7700 Blk MD193 W/B West of P



*Daytime - Rain*

Date	Time	OperatorID	SystemID	Type
04/08/2015	14:24:40.58	3177	00023083	S
Speed	Sign Speed	Direction	Location	Code
47.9 mph	35 mph	Departing	600 Blk Business Route 50 E/B	490017



Date	Time	OperatorID	SystemID
04/08/2015	14:24:41.08	3177	00023083
Speed	Sign Speed	Direction	Location
48.3 mph	35 mph	Departing	600 Blk Business Route 50





*Daytime - Snow*

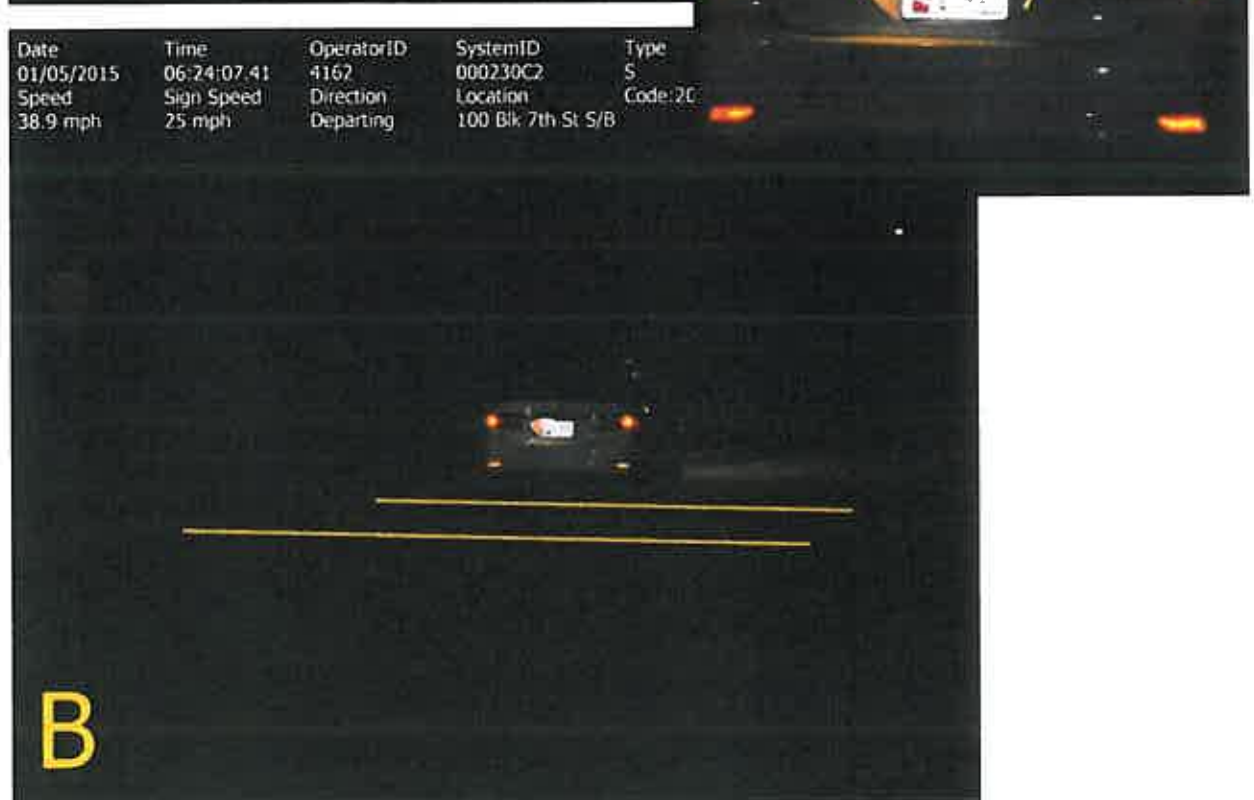
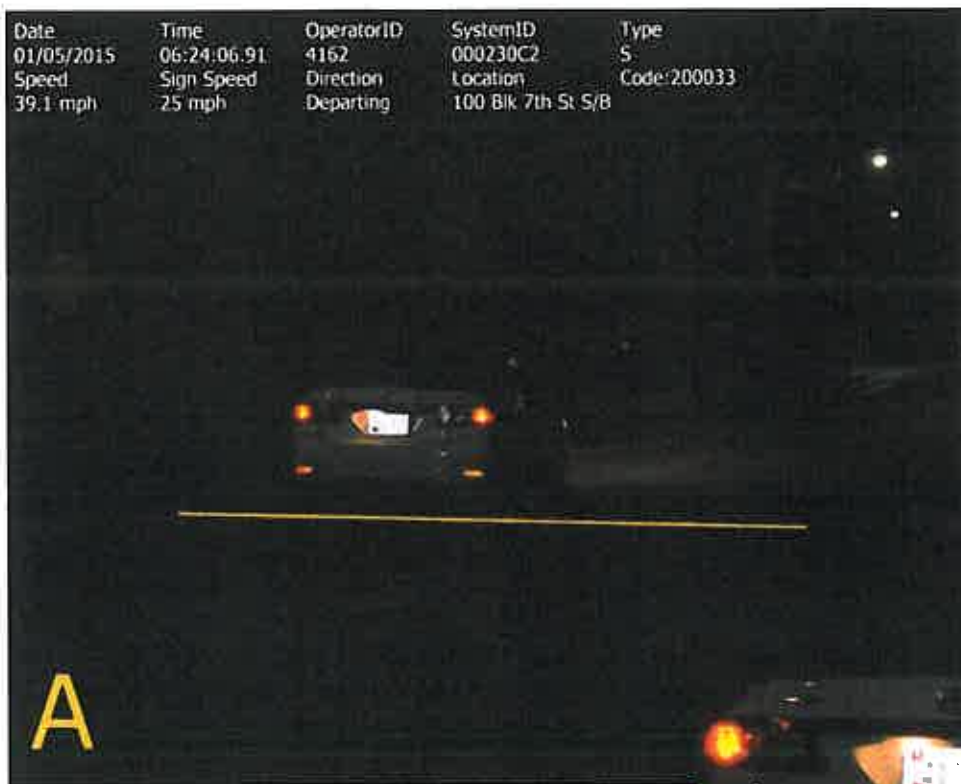
Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:25.64	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	



Date	Time	OperatorID	SystemID	Type
01/06/2015	11:48:26.14	2679	00022C2B	S
Speed	Sign Speed	Direction	Location	Code:520001
37.1 mph	25 mph	Departing	700 Blk Northern Ave W/B	



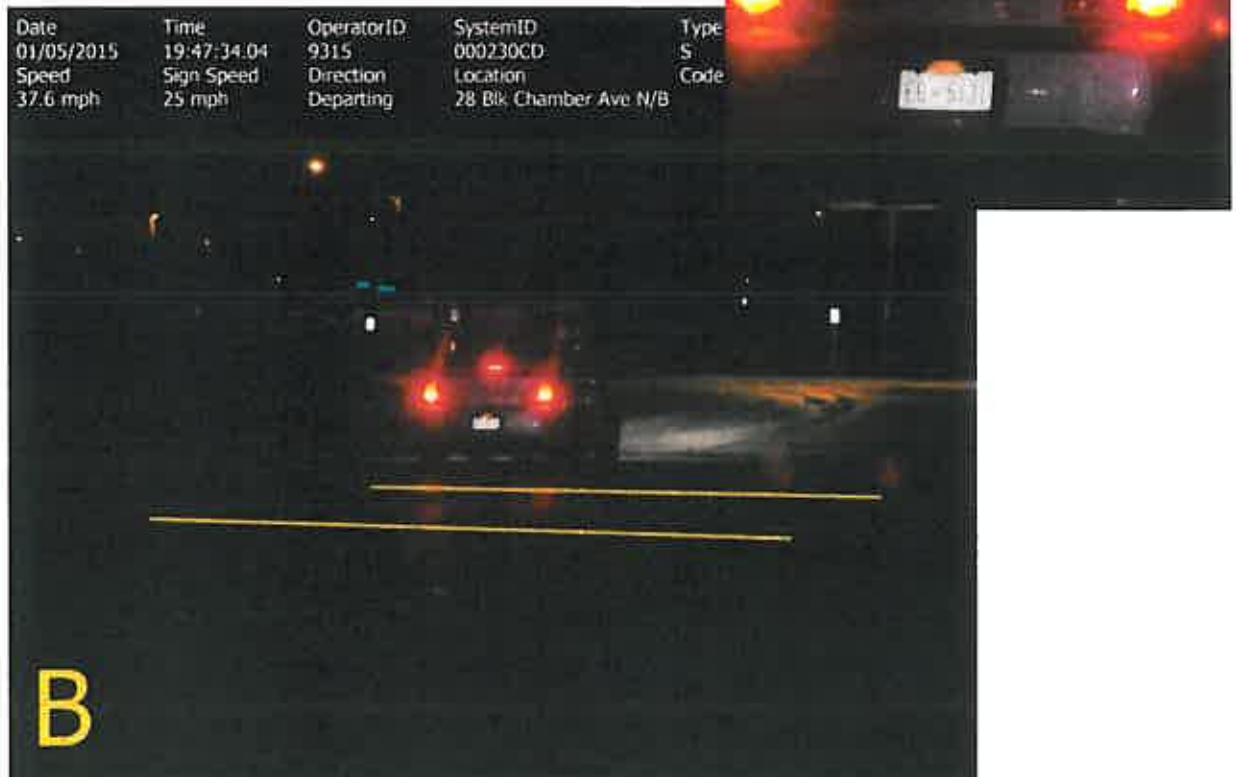
*Nighttime – Fair Weather*



*Nighttime – Rain*



*Nighttime – Snow*





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

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

3. The system must imprint violation information on the image at the point-of-capture. Information specific to the violation must include, but are not limited to: location, date, vehicle speed, and elapse time between images.

Brekford's P2S speed monitoring system processes all violations at the point of capture. Processing includes a data bar, containing all the violation information, immediately embedded on the image. As required by law, two images of each violation are captured. The time difference between capture of the two images is set at exactly 0.5 seconds, which is reflected in the data bar of each image. The data bar consists of all of the fields illustrated and described below.

1	3	5	7	9
Date 12/23/2015	Time 08:31:40.21	OperatorID 4162	SystemID 00022C49	Type S
2	4	6	8	10
Speed 47.2 mph	Sign Speed 30 mph	Direction Departing	Location 8000 Blk Cherry Ln E/B	Code:200010

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

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

Brekford's P2S speed monitoring system is compact, modular, and self-sustaining with no reliance on external wired connections – a true “off the grid” solution. Full installation and configuration requires less than one hour. Onsite routine maintenance typically takes less than five minutes, as any component can be swapped out in a matter of seconds. Nearly all regular maintenance and monitoring functions for the P2S can be managed remotely in real time via Brekford's proprietary system dashboard. Extremely low power consumption coupled with a

high capacity battery enables the system to operate completely unattended for approximately two weeks. In certain cases where locations are conducive, at no additional cost, we provide a solar panel with the system which will power the battery continuously and require no periodic swapping. Brekford offers full regular maintenance and support of all systems, including relocations, as part of our turnkey service. However, we can also train client's technical staff to perform the same functions if internal system oversight is desired.

Ground Based (fully portable)



Pole Mounted (fully portable)



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

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

The violation package contains recorded violation evidence including:

- i. Image A: The first image captured of the violating vehicle
  - ii. Image B: The second image captured precisely 0.5 seconds after image "A"
  - iii. Violation Video: Highly detailed video at 50/60 frames per second with 720p/1080p resolution. Video is recorded for five seconds capturing periods before, during, and after the actual violation
  - iv. Meta Data: Violation data:
    - a) All tracks for violation object
    - b) Time for each track
    - c) ID for each track
    - d) Size of the object
    - e) XVelocity
    - f) XDistance
    - g) YVelocity
    - h) YDistance
6. The system shall be capable of being flexibly configured to address the specific number of lanes to be enforced in each direction of travel at the site, including speed violations, simultaneous violations and consecutive violations. The vendor shall specify the number of simultaneous and consecutive violations the proposed system can provide.

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

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

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

- 1) Radars have two independent receive antennas, the values measured by both must perfectly match to enable a reported speed;

- 2) The speed is measured first by the Doppler shift and second by the range progress over time, the two measurements being independent and redundant;
- 3) Visual validation on the timestamped images provide a distance over time view.

8. The equipment shall be capable of deployment in a wide range of operating conditions (heavy traffic volumes, adverse weather conditions, road surface configuration) and across 4 lanes of moving traffic.

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

9. Night time vision must have a flash system or lighting beyond an ambient light at a location. The flash system or lighting must not solely rely on an ambient light.

The P2S is equipped with a Nikon SB-700 AF Speed Light Flash to provide additional lighting at the locations. The flash provides a perfect balance of exposure and performance without causing any driver distraction.

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

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

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

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

12. The camera system enclosures must be designed in such a fashion that maintenance, and other operations can be accomplished easily and quickly without creating a public safety hazard. Explain typical maintenance procedures.

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

13. Vendor must provide a video component in conjunction with the digital camera system. The video must attach a verification video segment to each speed limit violation and each day's full



24 hours of video must be saved and be available to the County for viewing for up to ninety (90) days.

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


14. Proposer shall detail its speed validation methodology and provide statistical information on accuracy of speed measurements. Explain what program or system the firm uses to confirm the ongoing accuracy of the speed measurements.

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

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

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

## Certificate of Calibration



**RADAR LAB OF MARYLAND**  
318 St. Patrick Road  
Baltimore, MD 21206 • (410) 661-9391  
accounts@radarlabofmd.com • <http://radarlabofmaryland.com>

**Certificate of Calibration**      Expiration: 01/05/2017

Manufacturer: Smartmicro	Model: UMRR0A0303	Serial Number: 0x000230B5
--------------------------	-------------------	---------------------------

I hereby certify under penalty of perjury the following Speed Measuring Radar Device has been checked for accuracy and correctness of operation under my supervision. This Speed Measuring Radar Device is certified accurately within  $\pm 1$  mph ( $\pm 2$  kph) in stationary mode and/or  $\pm 1$  mph ( $\pm 2$  kph) in moving mode, using equipment with accuracy traceable to National Institute of Standards and Technology.

The Transmitter of this device has been tested and found to be within specified range for Radar Devices as established by the Federal Communications Commission.

Microwave Frequency in measured: 24.15 GHz

01/05/2016      Technician Signature: [Signature]  
Date      Technician Signature/NARTE Certification No. EI-03190

IN WITNESS WHEREOF, I have set my hand and seal this 5<sup>th</sup> day of January, 2016. My  
commission

expires NOV 11 2015      [Signature]  
Notary Public

15. All ASE field equipment shall be installed in the County's rights-of-ways with no encroachments onto private property.

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

16. The equipment must 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 ( $\pm 1$  mph) of the actual speed of target vehicles.

The position and speed measurement is extremely precise and exceeds IACP standards with a certified speed accuracy of  $\pm 1$  mph per hour.

17. Camera Unit Housing:
- a) Sealed to be weather, dust, water, and spray resistant
  - b) Securely lockable

- c) Vandal and tamperproof
- d) All glass openings must be bullet resistant

#### **Housing**

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

#### **Housing notable features**

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

#### **Locking Mechanism**

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

#### **Windows and opening**

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

## D. EXECUTED FORMS

### ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT

1. I am the President and the authorized representative of the firm  
Title  
of Brekford Corp.  
Name of Corporation

whose address is 7020 Dorsey Road, Bldg. C Hanover MD 21076

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


2. Except as described in paragraph 3 below, neither I nor, to the best of my knowledge, the above firm, nor any of its officers, Administrators, or partners, nor any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State has been convicted of, or has pleaded nolo contendere to a charge of, or has during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 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 firm, and the sentence or disposition, if any.

None

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

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

  
SIGNATURE

1/11/2016  
DATE




**NON-COLLUSION CERTIFICATE**

I HEREBY CERTIFY I am the President  
(Title)  
and the duly authorized representative of the firm of Brekford Corp.  
Whose address is 7020 Dorsey Road, Bldg C Hanover MD 21076 AND

THAT NEITHER I nor, to the best of my knowledge, information and belief, the above firm 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, administrative or supervisory personnel or other employees of the Board of County Commissioners of Calvert County, Maryland 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.

  
\_\_\_\_\_  
Authorized Signature

1/11/2016  
Date

Rodney Hillman  
Printed or Typed Name

**LIMITS OF INSURANCE**

- A. The Contractor shall not commence work under this agreement 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 and shall name the Board of County Commissioners of Calvert County as an additional insured. Self-insured Contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Board of County Commissioners of Calvert County as an additional insured.
- B. **Additional Insured**
1. The following shall be Additional Insured's: Board of County Commissioners of Calvert County, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers.
  2. This coverage shall be primary to the Additional Insured's, and shall not be contributing with any other insurance or similar protection available to the Additional Insured's whether other available insurance be primary, contributing or excess.
- C. **Commercial General Liability Insurance**
- During the life of this agreement, the Contractor shall procure and maintain Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence with \$2,000,000.00 aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following:
1. Contractual Liability;
  2. Independent Contractor's Coverage;
  3. Broad Form General Liability Extensions or equivalent; and
  4. Per contract aggregate.
- D. **Professional Liability**
- During the life of this Contract, the Contractor shall procure and maintain professional liability insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.
- E. **Automobile Liability Insurance**
- During the life of this Contract the Contractor shall procure and maintain Automobile Liability Insurance, include 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 all owned vehicles, all non-owned vehicles, and all hired vehicles.
- F. **Workers Compensation**
- During the life of this agreement 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 must show some alternative injury insurance coverage, either through health insurance or employer's liability coverage.

**G. 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 the County. Insurance companies providing insurance must be acceptable to the County. 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, 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 the County if any changes are made to the policy.** The Board of County Commissioners of Calvert County shall be named as the certificate holder and as an additional insured to the liability coverage for the duration of the Contract as follows:

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

The certificate shall also indicate the contract name and number.

Contractor's Signature



Printed Name of Contractor

Rodney Hillman

Insurance Provider

Schoenfeld Ins. Assoc., Inc. (Insurance Coverage: The Hartford)

Address

6225 Smith Ave

Baltimore, MD 21209

Provider Phone Number

410-602-1090

Date of Insurance

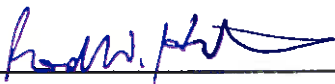
9/26/2015

**NON-DISCRIMINATION IN EMPLOYMENT**

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

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, or national origin, except where religion, sex, or national origin 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 contract, will state that such Contractor is an equal opportunity employer.
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 will include the provisions of the foregoing paragraphs 1, 2, and 3 above in every subcontract or purchase order so that the provisions will be binding upon each Sub-Contractor or vendor.

Contractor's Signature



Printed Name of Contractor

Rodney Hillman

Bidder's Legal Business Name

Brekford Corp.

Address

7020 Dorsey Road, Bldg C

Hanover, MD 21076

Phone Number

443-557-0200

Date

1/11/2016

**RFP NUMBER - PURCH 2016-105  
AUTOMATED SPEED ENFORCEMENT SYSTEM**

**ADDENDA CERTIFICATION**

The undersigned acknowledges receipt of the following Addenda to the Request for Proposal for the above-identified Contract and that this proposal was prepared in accordance with said Addenda. Addenda become part of this Request for Proposal. Failure to acknowledge any addenda shall not relieve the Contractor of compliance with the terms thereof. The Board of County Commissioners of Calvert County assumes no responsibility for oral instructions.

**Addendum Number**

**Date of Addendum**

N/A

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Brekford Corp.

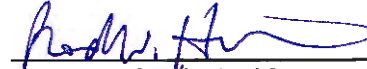
Bidder's Legal Business Name

7020 Dorsey Road, Bldg C

Address

Hanover, MD 21076

Address



Signature of Authorized Representative

1/11/2016

Date

443-557-0200

Phone Number

443-557-0201

Fax Number

## E. PROJECT SCHEDULE

Brekford takes pride in our rapid implementation process, facilitated by easily deployed equipment and configurable web-based software. Given full focus and access to client decision makers, we are prepared to begin issuing citations for the County within 30 days of notice to proceed.

### Project Plan Overview

Day	# Days	Activity/Milestone	Participants
Day 1	1	Notice to Proceed	All
Day 2	1	Program Meeting- Discuss Program, Software, Process, and Program Safety Plan & Business Rules	All
Day 2	1	Order all cameras, electronic equipment and supplies	Brekford
Day 3	1	Engineering Meeting - Discuss site locations, vehicle and deployment, & Intersection Signal Compliance requirements	Engineering Team and County Engineer
Day 4	2	Finalize Site Locations & Program Safety Plan	Program Manager and County
<b>Engineering Project Delivery</b>			
Day 3	10-15	Procure Equipment	Procurement
Day 3	7-10	Perform Site Surveys and Site Evaluations	Engineers
Day 10	2	Structural Engineer and Construction Drawings	Engineers & Construction Manager
Day 3	5-10	Procure Bases and Poles (if applicable)	Procurement
Day 14	5	Complete Construction and Installation of Equipment	Engineers & Construction Manager, and Construction Contractors
Day 20	1	End-End equipment Testing	Engineers
Day 30	2-3	Turn on all cameras for enforcement or warnings	Engineers, Program Manager & County

Day	# Days	Activity/Milestone	Participants
<b>Back Office Operations</b>			
Day 2	14	iP360 Setup - MVA/NLETS, payment processing, notices, reporting module	IT
Day 16	1	Setup Cashiering and lockbox & customer service call-center equipment	Operation Manager
Day 18	7	Develop, modify and test website (web payments)	QA and IT
Day 14	14	Train employees, operators, County and court personnel	Subcontractor
Day 25	5	Citation processing and all other operations setup completed and approved by the County for 'live' issuance.	ALL
Day 30	1	Begin Issuing Citations	ALL
Week #3	1	Meet with courts for operational meeting and calendar programming	Brekford, County Sheriff and Court

We can accomplish this extremely short timeframe for full installation due to our system's capability to use any existing pole and for our use of optional **solar power**. It is important to keep in mind that there are major factors affecting most vendors' ability to move rapidly toward full implementation.

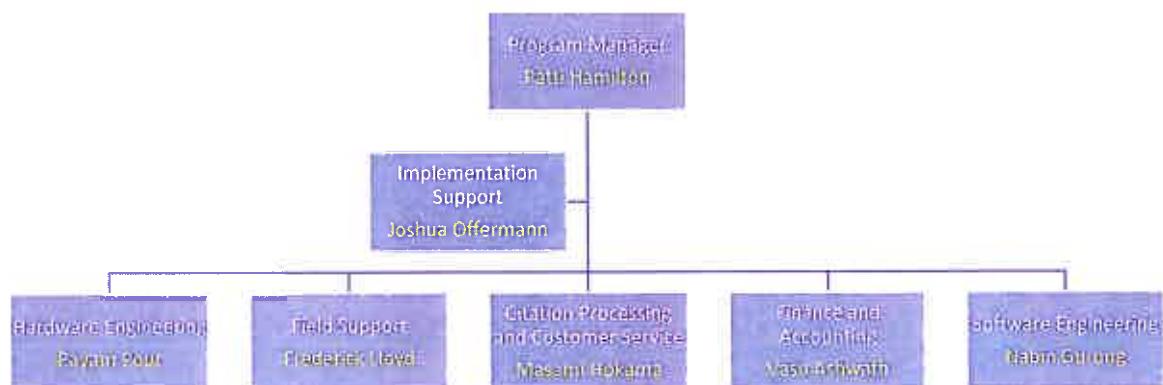
## F. ORGANIZATIONS AND PRIME CONTRACTORS

Organization/Prime Contractors	Responsibilities
<b>Brekford Corp (Hanover, MD)</b>	<ul style="list-style-type: none"><li>• Program Management</li><li>• Supply, deploy and maintain ASE Equipment</li><li>• Review and process violation images</li><li>• MVA and NLETS owner information acquisition</li><li>• MVA Flagging</li><li>• Supply and support web-based ticket management system</li><li>• Customer Service Call Center</li><li>• Correspondence management</li><li>• Payment reconciliations</li><li>• Court assistance</li><li>• Invoicing</li><li>• Public awareness campaign assistance</li><li>• Credit Card Payment Processing</li></ul>
<b>Heartland (Baltimore, MD)</b>	
<b>Direct Mail Processors (Hagerstown, MD)</b>	<ul style="list-style-type: none"><li>• Mail-in Payment Processing</li><li>• Correspondence scanning</li></ul>
<b>ACE Printing &amp; Maryland (Berlin, MD)</b>	<ul style="list-style-type: none"><li>• Printing and Mailing</li></ul>



## G. KEY PERSONNEL – BIOS AND RESUMES

### Program Manager and Support Staff



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

Calvert County's program will be managed by Patti Hamilton, a 15-year veteran of the industry. She will be the primary contact for all aspects of the program, including implementation, engineering, field support, citation processing, customer service, and accounting. Ms. Hamilton will have full authority on behalf of Brekford for all decisions related to program implementation and support. Below is Ms. Hamilton's contact information:

Patti Hamilton, Program Manager – Automated Traffic Safety Enforcement Solutions  
Office: 443-557-0200; Cell: 240-205-0776; Fax: 443-557-0201  
Email: [pahamilton@brekford.com](mailto:pahamilton@brekford.com)

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

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

- Director of Operations – Brad Schaeffer
- Managing Director of ATSE Solutions – Maurice Nelson
- Chief Technology Officer – Scott Rutherford
- President and Chief Operating Officer – Rod Hillman
- Chief Executive Officer – C.B. Brechin

## Program Management Team Bios

### **Patti Hamilton**

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

### **Joshua Offermann**

Mr. Offermann will provide implementation support to ensure a smooth startup of the program, once contract negotiations are completed. Mr. Offermann is an accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Prior to joining Brekford he held supervisory security and technology positions at the University of Baltimore Technology Group and University of Baltimore Police Department.

### **Payam Pour**

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

### **Frederick Lloyd**

Mr. Lloyd is Brekford's field support manager. He will be responsible for direct oversight, configuration, and support of all camera systems for the program. He has more than 10 years experience as a field technician and has worked in the industry with both Brekford and other companies since 2007.

### **Masami Hokama**

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

### **Vasu Ashwath**

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

### **Nabin Gurung**

Mr. Gurung is the software engineering contact for this projects. He is responsible for oversight of Brekford's back-office iP360 Citation Management System and manages all aspects of configuration

specific to our clients. Mr. Gurung has an in-depth knowledge of .NET development, encompassing analysis, design, development, and execution of business applications.

## Brekford Management Team Bios

### **Brad Schaeffer, Director of ATSE Operations**

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

### **Maurice Nelson, Managing Director of ATSE Solutions**

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

### **Scott Rutherford, CTO**

Mr. Rutherford co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Technology Officer since 2008. Mr. Rutherford oversees all of our proprietary technology research and development. He is the key architect of our next generation tracking radar speed and red light photo enforcement systems, and specializes in creating sustainable solutions to customers' unique challenges.

### **Rod Hillman, President and COO**

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

### **C.B. Brechin, CEO**

Mr. Brechin co-founded the Company in 1997. He is a member of our Board of Directors and has served as Chief Executive Officer since 2008. Mr. Brechin directly engages customers and shareholders to ensure that Brekford is meeting commitments and achieving long-term goals. With an educational background in information technology, he is the key architect of our communications, security, and iP360 Citation Management software.

## H. OTHER PERSONNEL



At this time we do not anticipate the need for other personnel to complete this project. Per the RFP requirements, if other personnel are required in the future, we will provide full details and resume to the County for approval.

## I. BREKFORD SDAT LEGAL NAME AND ADDRESS

**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 the State of Maryland, must be used on all forms within the bid document.*** A trade name (i.e., a shortened or different name under which the firm does business) must not be used when the legal name is different. Corporations must have names that comply with State law. The bidder's signature must conform to the following:

All signatures must 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.

BIDDER'S LEGAL BUSINESS NAME Brekford Corp.	TELEPHONE NUMBER 443-557-0200
PRINCIPAL OFFICE ADDRESS 7020 Dorsey Road, Bldg. C Hanover, MD 21076	FAX NUMBER 443-557-0201
REMITTANCE ADDRESS: (If Remittance Address is Different from Above Address)	EMAIL ADDRESS RHillman@brekford.com
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (TYPE OR PRINT) Rodney Hillman, President	
SIGNATURE OF ABOVE PERSON 	DATE 1/11/2016
WITNESS 	DATE 1/11/2016

## J. SIMILAR PROJECT EXPERIENCE

### REFERENCES

List at least three (3) business references for whom your company has provided the service as outlined in this Invitation to Bid during the past year. References must be companies served for at least a two-year period. The County reserves the right to request additional information regarding past and current clients for whom the Contractor has provided the services requested in this Invitation to Bid. The County reserves the right to check all references furnished and consider the response(s) received in determining award of this Contract.

1. Company: Town of Landover Hills, Maryland  
Address: 6904 Taylor St  
Landover Hills, MD 20784  
Contact Person: Chief Norris Telephone: 301-773-6401
2. Company: The City of Salisbury, Maryland  
Address: 699 W Salisbury Pkwy  
Salisbury, MD 21801  
Contact Person: Major Kolb Telephone: 410-713-5099
3. Company: The City of Hagerstown, Maryland  
Address: 50 N Burhans Blvd  
Hagerstown, MD 21740  
Contact Person: Lt. Woodring Telephone: 301-573-2023

Specify the number of years your company has been in continuous business providing services and/or products as required in this Invitation to Bid (must be at least five [5] years under the same company name and ownership). 5 years

BIDDER'S LEGAL BUSINESS NAME: Brekford Corp DATE: 12/28/2015

AUTHORIZED SIGNATURE: 

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
Town of Landover Hills Police Department	Automated Speed Camera Program (2010-Present)	Up to 5 speed camera systems	\$750,000.00 annually	Chief H. Norris Chiefhpd3160@hotmail.com 301-773-6400

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the Town. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

Since this was a new program, Brekford had to work very closely with the Town. Brekford had to provide a high level of guidance in addition to the necessary functions in order for the program to be successful.

### Successes

Brekford was touted by the local paper for providing services that exceeded the town's expectation. Brekford also funded under its contract, a six-month evaluation of programs effectiveness. The result of this evaluation, done by third-party engineer, validated the changes in driving behavior desired by the town.



***Landover Hills Police Department***  
***6904 Taylor Street***  
***Landover Hills, Maryland 20784***  
***301-773-6400 Fax: 301-341-9886***



January 7, 2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Re: Brekford's Automated Traffic Division

In a continued effort to make the Town of Landover Hills Speed Enforcement Public Safety Program a value to the community, Brekford Corporation, has provided excellent service to our agency. They continually provide and maintain the safety equipment, back office program support, finance management, and give professional advice to our department.

It has been a pleasure to work with Brekford and their committed personnel. Through my experience with working with Brekford Corporation, I am proud to recommend them as a Public Safety provider.

Sincerely,

A handwritten signature in black ink that reads "Col Henry Norris".

Colonel Henry Norris  
Chief of Police  
Landover Hills Police Department



AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Salisbury, MD	Automated Speed Camera Program (2011-Present)	Up to 10 speed camera systems	\$2,000,000 annually	Major Scott Kolb  Skolb@salisbury pd.com  410-713-5099

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

When The *Salisbury Automated Speed Enforcement Program* was being implemented, it was the largest program of its size on the Eastern Shore. Due to the size of the automated speed enforcement a lot of prejudice was cast on the program, its common functions and purpose.

### Successes

Successful implementation of the city’s program included; public awareness, public support, Implementation and Training the District Court, and dramatic decrease in speeders and accidents.

12/28/2015

Major Scott Kolb  
The City of Salisbury Police Department  
699 W Salisbury Pkwy,  
Salisbury, MD 21801

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 2107

**Brekford's Automated Traffic Division;**

It is my great pleasure to write this letter in support of Brekford Automated Enforcement Program.

I am the Automated Enforcement Program Administrator for the City of Salisbury. Brekford has worked very close with myself, the Police Department and City to go above call of duty and delivery outstanding service. In addition their equipment, ticket management application and program support have exceed all expectations.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Sincerely,



Major Scott Kolb

The City of Salisbury Police Department

AGENCY	PROJECT	SIZE	VALUE	CONTACT PERSON
City of Hagerstown, MD	Automated Speed Camera Program (2012-Present)	Up to 20 systems	\$1,500,000 annually	Lt. Chad Woodring  CWoodring@ hagerstownpd.org  301-5732023

### Project Scope

Project included the installation, maintenance, provision of back-office support services, and other client support services necessary to maintain an automated traffic enforcement program for the City. Brekford was responsible for all ancillary services necessary for the maintenance of the program including; training, court support, public awareness and education and system upgrades.

### Challenges

This pivotal Maryland City became one of the first programs in western Maryland. Given the culture of the area, it was expected that public acceptance would be a challenge in this contract. Also by a very slim margin of acceptance by the city Council, and a very conservative police chief; Brekford had to gain political and departmental acceptance.

To top it off, at the time, a number of very negative connotations had been attributed to automated traffic enforcement due to various other contractors providing subpar and potentially un-ethical practices.

### Successes

Although challenges arose early on, there has been a slew of positive press and public endorsements from this program. Although some of the city had its doubts about Brekford the city has been encouraged by the Brekford services, dedication to the program, and our cutting-edge technology.



## CITY OF HAGERSTOWN MARYLAND

DEPARTMENT OF POLICE  
101 N. Adams Blvd

21740-4696

Non-Emergency 301-790-3700  
Emergency 301-733-6000  
Fax 301-733-5513

1/6/2016

Brekford Corp  
7020 Dorsey Road  
Hanover, MD 20107

Brekford's Automated Traffic Division:

As the City of Hagerstown Automated Enforcement Program Ombudsman, I have had the opportunity to work with Brekford's Automated Enforcement Program for the past several years. During that time, I have personally worked with Brekford in regards to our Safe Speeds for Students Program. The program has been overwhelmingly successful in reducing speeds in our school zones, thus helping to insure the safety of our students.

We appreciate Brekford's commitment, support, and willingness to stand behind us and their Automated Enforcement product and services.

Based on my observation and experience, I strongly recommend Brekford Corp as your Automated Enforcement vendor. Please do not hesitate to contact me for more information.

Respectfully,

A handwritten signature in blue ink, appearing to read "Chad Woodring".

Lt. Chad Woodring  
Hagerstown Police Department  
Special Operations Division  
301-790-3700 ext. 250  
cwoodring@hagerstownpd.org



A National Accredited Law Enforcement Agency

## K. WORK FOR OTHER CLIENTS

We have no work for other clients that will be affected by this program, nor do we have any conflicts with work for other clients that would affect the prompt implementation and ongoing support for this program.

## L. PROPOSED WORK PROGRAM AND TIMELINE

See section “E. Project Schedule”.

## M. FINANCIAL STABILITY

Brekford is a solvent company that has been in business for nineteen (19) years. We are a publicly traded company (OCTQX: BFDI) with the financial backing of Rosenthal & Rosenthal (credit line) and Gemini Strategies (equity line). We have full capacity to fully fund the implementation and maintenance of the County's ASE program, with no cost to the County. Brekford has successfully implemented multi-million dollar projects in the public safety sector for nearly two decades. With annual revenues of approximately \$20 million and clients that include some of the largest local and federal agencies in the Mid-Atlantic, as well as international operations based in Saltillo, Mexico, we are more than capable to implement a program of this size.

Our fully audited financial statements, along with various public financial submissions, are available via the SEC website at [www.sec.gov](http://www.sec.gov).

## N. OTHER RELEVANT CRITERIA

As a Maryland company serving clients in Maryland two decades, Brekford believes we offer a superior solution with the added value of local support. Not only do we have years of experience in providing successful automated speed enforcement systems right here in Maryland, our foundation as a public safety service provider means that we have an inherent understanding of the challenges faced by our clients relative to systems, processes, procedures, and public education and awareness.



## O. PROPRIETARY INFORMATION – NOT FOR DISCLOSURE

This proposal does not contain any confidential or proprietary information that may not be disclosed by Calvert County, upon request.

## APPENDIX A: BREKFORD SPEED MONITORING SYSTEM

### ASE Equipment

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

#### ***Detection***

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

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

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

#### ***Camera***

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

#### ***Video***

The video camera delivers smooth and highly detailed video at 50/60 frames per second, helping to identify incidents in fast-paced environments. The video camera is equipped with a 1/2" sensor, delivering the very best video 1080P quality in the industry. The Wide Dynamic Range – Forensic Capture optimizes the video, highlighting details ensuring the video evidence is clear in all weather conditions. The camera also utilizes electronic image stabilization which improves video quality if the system in conditions of severe external vibrations.

How It Works

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

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

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

Figure – Violation Viewer

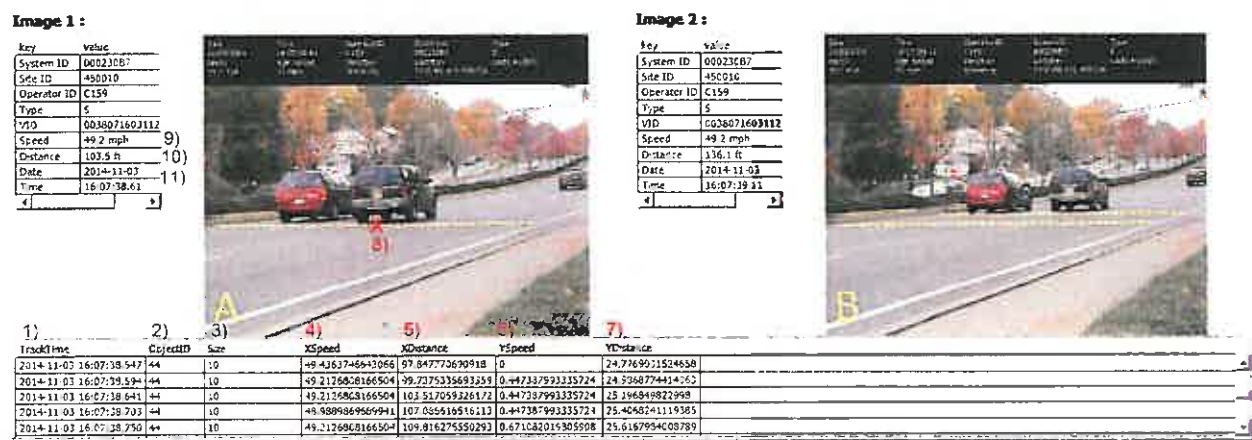


Figure - Violation Viewer Key

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

Figure – Data Bar

Date	Time	OperatorID	SystemID	Type
12/22/2015	11:05:08.47	C159	000230B8	S
Speed	Sign Speed	Direction	Location	Code:450010
47.9 mph	35 mph	Departing	7100 Blk MD 450 E/B	

24 Hour Video Surveillance and Storage

The system is equipped with a one (1)-terabyte MSATA solid-state hard drive. All violations are saved on the MSATA hard-drive in two locations; one for active data and one for data redundancy and archive data. The system is also equipped with a five-terabyte USB 3.0 ruggedized external hard drive back up which also stores over 90 days of surveillance video. The backed up file is housed in a secured separate compartment, accessible using a separate key from the cabinet housing’s key.

Data Integrity

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

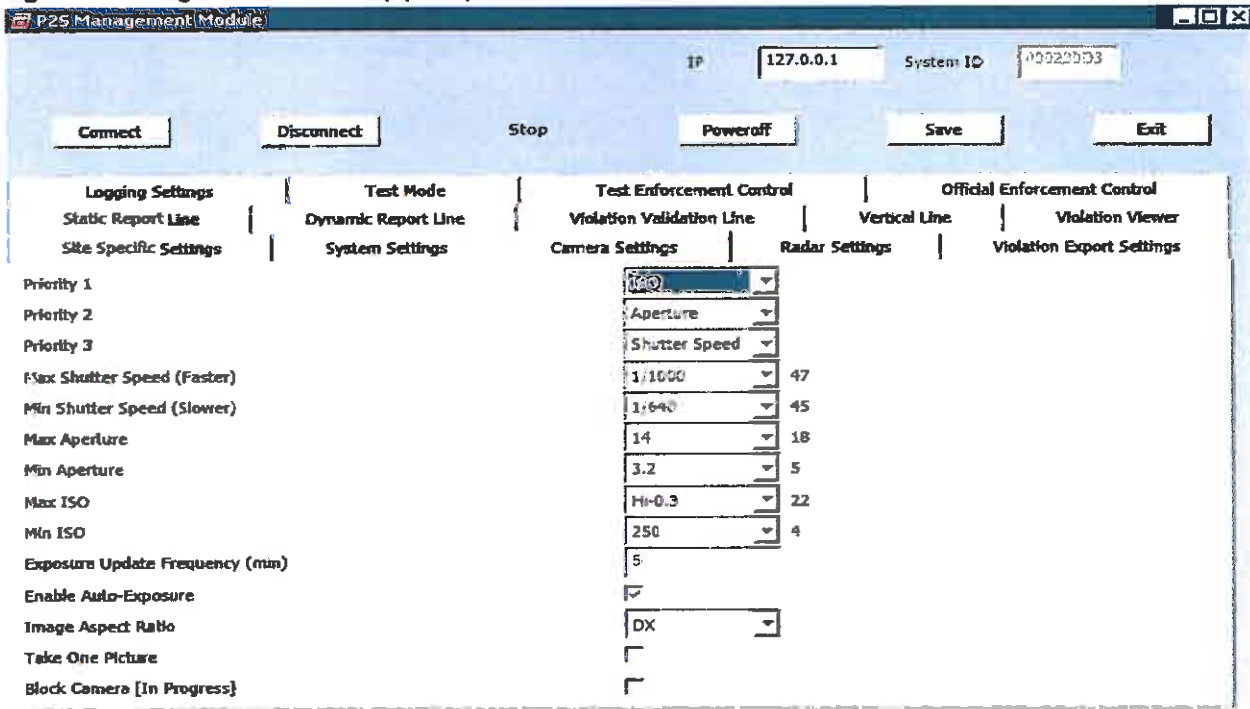
Figure – Management module login



System Management Modules

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

Figure – Management Module (Speed)



Capturing usable images during low-light/dark, sun-rise and sun-set can be extremely difficult. To accommodate for these difficult times of day and constant light change, our system uses a Solar Position

Table to automatically set the camera settings (ISO, Aperture and Shutter Speed) to the optimal settings and in turn produce usable images.

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

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

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

### ***Consecutive Violations***

A benefit to an automated speed enforcement system versus traditional enforcement is to perform a correctional action on ALL violators, versus traditional enforcement only being capable to perform correctional actions on a limited number of violators. With this in mind, the P2S system was built with the consideration of being able to capture violators in the scenario when two or more speed violations occurs at the same time. The P2S can capture a violation at 1/100th of a second after the prior violation validation image is captured. This superior capability of our automated enforcement system provides a solution for the County which will not only capture a maximum amount of violators, but also curve the driving behavior of a maximum amount of drivers.

### ***Speed System Capabilities***

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

- Central web-based application to manage camera setting, adjustments, location specifics, RADAR settings, and testing functions
- Photo-enhancer, to optimize photos for clear and usable vehicle's plates
- Remote access with 24/7 monitoring ability
- Time (synced with NTP server)
- Visual overlay identifying violating vehicle
- Able to enforce up to 5 lanes

- Simultaneous real-time tracking of up to 32 objects
- Full installation and enforcement ready in less than 2 hours
- ISO 9001:2008 and METAS (Swiss Federal Institute of Metrology) Certified
- Solar-power capable

***Traffic Counting and Classification Capabilities***

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



***Housings***

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

**Pole-Mounted**

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

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

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

**Pole-Mounted**



Pole-Mounted

*Front and Back View*





**Semi-portable**

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

Comprised of aircraft grade aluminum, Makron MR2 window and a triple anchor point hardened steel lock the enclosures are practically impossible to be breached. These devices utilize no external power source and do not require tunneling or tapping into utilities. Typical installation uses a pre-formed portable concrete pad or light weight composite pad installed at ground level off the road. Desired installs can be placed from a distance of 3' to 12' safely off the road in the direction of vehicle travel. An optional 24"x24"x12" base can also be used to raise the unit if needed.

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



Semi-portable



**Mobile**

The Brekford Mobile Traffic Safety Housing is a self-contained housing for intended use with RADAR speed enforcement. The housing was designed so it sits easily on the dash and can also be easily removed from the vehicle and operated on top the roof or a tripod or trailer where traffic or road conditions make parking the enforcement vehicle difficult or dangerous. This will facilitate enforcement based on traffic regulation needs and not technology limitations.

Portable Specifications	
Housing Material	Aircraft Grade Aluminum
Dimension	24 in. x 24 in. x 44 in
Camera Window	1/4 in. Makrolon MR2
Power	100 amp hour lithium ion battery
Power Source	Battery recharged every 3 days





Mobile



**Installation**

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

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

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

**Maintenance**

The County requires that all maintenance of supplied equipment shall be the responsibility of Brekford. Some vendors may interpret maintenance as simply making repairs on knocked down poles. However, Brekford is responsible for all maintenance of equipment in all its programs. This means that there will never be rust on our poles or boxes, cracked concrete foundations, or graffiti markings on the side of our equipment. Brekford realizes that the poles, boxes and housings on the side of the road are the most visible component of the program to the public. We ensure that our hardware always appears well maintained and rust free because as soon as the equipment appears to be in shoddy condition, people will question whether the systems calibration is accurate as well as other components of the program. Brekford technicians visit all sites no less than bi-weekly as part of a routine maintenance program.

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

*Brekford presents a proposed maintenance plan that provides routine maintenance and checks for all camera sites at pre-determined intervals. This maintenance is in addition to routine service and will be at no cost to the County.*

***Repairs and Service***

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

**BREKFORF CAMERA REPAIR OPERATIONAL FLOWCHART**

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

***Differentiators***

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

## Specification Sheet



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

### PIIS Features and Highlights

#### ❖ General

- Low Power Consumption with Efficient and Accurate Performance
- Wide Temperature Range Operation
- All Weather Operation, High Availability
- Secure, Web-Based User Interface
- Simple installation and Low Cost Maintenance

#### ❖ Housing

- Mobile, Portable or Pole Mounted Options

#### ❖ 3D Tracking Radar

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

#### ❖ Capture Camera & Plate Enhancer Technology

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

Specifications	
Power	12V DC (Circuit Protected)
Operation Temp.	-22 to 158°F (-30 to +70°C)
Detection Range	350+ ft. (106 m)
Radar Beam Angle	35 Degrees
Camera Resolution	Up to 36 MP
Wireless Communication	3G/4G LTE (Location Dependent)

## APPENDIX B: BREKFORD IP360 CITATION PROCESSING



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

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

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

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

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



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

### **iManager**

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



### **iPROCESS**

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

### **iTAG**

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

### **iPRINT**

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

### **iCOURT**

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

### **iReport**

- *Comes bundled with preloaded general report categories*
  - *Statistical*

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

## APPENDIX C: PROGRAM MANAGEMENT TEAM RESUMES

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

**SUMMARY:**

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

**TECHNICAL SKILLS:**

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

**Operating System:** Windows 2012(R2)/2008(R2)/2003/XP/2000/NT

**Tools and Technologies:** .Net Framework 4.5/4.0/3.5/2.0, ASP.NET 4.0/3.5/2.0, ADO.Net, ASP, ADO, Web services, WCF, Visual Studio 2013/2012/2010/2008, Adobe Brackets

**Database Servers:** SQL Server 2005/2000/2008/2012&R2, Oracle 9i, MySQL, MongoDB

**Enterprise Servers:** IIS Server 8.5/7.5/7.0/6.0/5.0

**Design Tools:** Magic Draw, MS Visio, Adobe live Designer

**Configuration Management:** VSS, SVN, CVS, TFS, GitHub

**Reporting Tools:** .Net Reporting Services, Crystal Report, SQL Server Reporting Services

**PROJECT EXPERIENCE**

**Brekford Corp, Hanover, MD**  
 IT Manager /Developer

**Aug 2010– Present**

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

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

**Responsibilities**

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

**Environment**

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

## Exhibit A

### Ip360 Suite (Currently working)

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

### Environment

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

### Online Document Management ("IWorx")

#### Responsibilities

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

#### Environment

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

#### Tools used

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

### Trouble Ticket Management

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

### Web Payment

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

### Parking Solutions

Developed enterprise web based parking ticket management solutions.

Features include:

## Exhibit A

- Integrated Solution
  - Parking enforcement; permit management, online payment System, Hybrid Reporting
  - Based on both Plate and Summons based Platform
  - Built based on Open architecture (Industry Standard) (Interchangeable)
  - Scalable.
  - Secure Authentication
  - Fully tested Application
  - User/Mobile Friendly
  - Managed/Web Managed Solution
  - Work Across Multiple Platforms/browsers
  - Built on Ticket Management Philosophy
  - Dynamic/Hybrid reporting
  - Full built in Management/Quality Controls
  - Integrated Workflows
  - Cashiering Capabilities
  - Turn Key Operations for End to End Solutions
  - Centralized System.
- Tools Used (C#5.0,4.0/3.5, Entity Framework 5.0 , Stored Procedures, Telerik, Obout, Visual Studio, Asp.net, web services, JavaScript, Ajax, CSS, HTML, SQL Server).

### Beauty Parlor Website

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

#### Responsibilities:

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

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

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

#### Responsibilities:

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

#### Environment:

Bootstrap, HTML5, CSS, GIMP, JavaScript, JQuery

### Robert Technologies, Alameda, CA

Aug 2009 –Aug 2010

#### Role : Computer Technician

#### Responsibilities:

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

## Exhibit A

- Maintained records of hardware issues, performance and supplies.

### **Academic Qualifications and Certifications**

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

Vasu Ashwath  
Ph: (410) 302 6662  
Email: [Vasu.Ashwath12@gmail.com](mailto:Vasu.Ashwath12@gmail.com)

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

## **Professional Experience**

### ***Brekford Corp, Hanover MD 21076, 2011 - present***

#### ***Assistant Controller***

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

### ***Brekford Corp, Hanover MD 21076, 2010 - 2011***

#### ***Staff Accountant***

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



## Exhibit A

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

### ***Castle Wholesalers, Brentwood, Maryland, July 2008 to May 2010***

#### ***Accounting Assistant***

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

### ***Shah Associates CPA, Burtonsville, Maryland, March 2008 - June 2008***

#### ***Internship Program***

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

### **Technical Skills**

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

### **Education**

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

**MASAMI HOKAMA**

7904 Evesboro Drive  
Phone: (443)454-6473

Severn, MD 21144  
E-mail: [masami.hokama@gmail.com](mailto:masami.hokama@gmail.com)

**OBJECTIVE**

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

**SKILLS**

- CPR Certified
- Medical Laws & Ethics
- HIPAA Understand/Confidentiality
- HCPCS Coding Principles
- CMS-1500 form
- Perform CPT-4 Coding
- Perform ICD-9 Coding
- Insurance Form Preparation
- Medical Terminology
- Use of Office Machines
- Organize & File Patient Records
- Scheduling Appointments
- Billing/Collection Procedures
- Medical Billing Software
- Microsoft Office
- Fluent in Japanese

**EDUCATION**

TESST College of Technology  
**NHA Certified Billing and Coding Specialist; 4.0GPA**      Graduated 4/2012  
Baltimore, MD

Okinawa Christian Junior College,  
**Associate of Art, English**      Graduated 1987  
Okinawa, Japan

**EXPERIENCE**

Brekford Corp      3/2012-Present  
**Program Support Manager**      Glen Burnie, MD

- Manage day-to-day back office operations
- Oversee Customer Service and Processing
- Monitor and enforce Policy and procedures
- Assist in Quality Assurance and Processing when necessary

Communicare Family and Companies Inc.      2/2012 – 3/2012  
**Medical Billing and Coding Extern**      Glen Burnie, MD

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

VISA INC.      1995 – 2010  
**Customer Service Team Lead (2000 – 2010)**      Owings Mills, MD

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

**Customer Service Associate (1992 – 2000)**

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

OKINAWA KENSHINREN BANK

1987 – 1991

**Executive Secretary/Teller**

Okinawa, Japan

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

**VOLUNTEER WORK**

US-Japan Council, Washington DC

3/2011 – Present

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

## Frederick L. Lloyd

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

### EDUCATION

**TOWSON UNIVERSITY**, Towson, Maryland

September 2003 to January 2006

- BS in Sports Management with minor in Business Administration

**HARFORD COMMUNITY COLLEGE**, Bel Air, Maryland

August 2001 to May 2003

- General Studies

### WORK HISTORY

**BREKFORD CORPORATION**

January 2013 to Present

*Lead Field Engineer/Field Support Manager*

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

**AMERICAN TRAFFIC SOLUTIONS**

August 2007 to January 2013

*Field Engineer*

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

**THE TEL-NET GROUP,**

March 2007 to August 2007

*Field Technician*

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

**WELSH ENTERPRISES,**

May 2004 to August 2005

*Survey Crew*

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

### SKILLS

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

## **Frederick L. Lloyd**

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

### **REFERENCES**

**James Hausmann** –Former Supervisor  
443-418-6273

**Ty Brown** - Former Supervisor  
Scout (Retired), Kansas City Royals  
804-874-9747

**Tommy Lloyd** - Former Supervisor  
Project Manager/Partner, The Tel-Net Group  
443-250-1591

**Daniel Robbins** - Professional Contact  
Test Director, Aberdeen Test Center  
443-655-4434

## PAYAM POURAHMADI

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

### PERSONAL OVERVIEW

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

### PROFESSIONAL EXPERIENCE

**Brekford Corporation**, Hanover, MD

**November 2011 - Present**

*System Engineer*

*Manager of R&D/Product Development*

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

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

**ITT Technical Institute, Hanover, MD**

**January 2013 - Present**

*Member, Board of Advisors*

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

**Baltimore Properties Enterprise LLC, Baltimore, MD**

**February 2012- January 2014**

*Database Manager*

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

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

*Technical Specialist*

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

**EDUCATION**

**ITT Technical Institute**, Hanover, MD **2012-2014**  
Coursework relevant to Applied Science Information Technology – Computer Network Systems  
Honor's Student  
GPA: 3.82/4.0

**University of Maryland**, College Park, MD **2010 - 2012**  
Bachelor of Science, Biomedical Engineering  
GPA: 3.84/4.0

**Anne Arundel Community College**, Severna Park, MD **2008- 2010**  
Coursework relevant to Fundamental Engineering knowledge

**Informatics University of Iran**, Tehran, IR **2006-2007**  
Associate's Degree in Circuitry Engineering

### **COMPUTER SKILLS**

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

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

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



**Joshua Offermann**Phone: (410) 458-9358 | Email: Joshua.Offermann@gmail.com | LinkedIn: [www.linkedin.com/in/joshuaoffermand](http://www.linkedin.com/in/joshuaoffermand)

Address: 2 Homestead Drive, APT E, Owings Mills, MD 21117

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**PROFESSIONAL SUMMARY**

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Accomplished public safety technology analyst with expertise in identifying and implementing technology solutions to solve public safety needs and concerns. Organized, focused, and dedicated to accurate decision making, implementation and project management. Intelligence analysis knowledge including SIGINT, HUMINT, and GEOINT understanding, examination, and dispensation. Skilled in solution design, integration, and delivery. Exceptional multi-tasking, communication and time management abilities.

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**EDUCATION**

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**UNIVERSITY OF MARYLAND UNIVERSITY COLLEGE**  
*Masters of Science in Intelligence Management*

Adelphi, MD  
September 2015

Related Coursework: Business Administration, Advanced Financial Decision Making, Intelligence Management, Intelligence Analysis, and Enforcement Led Intelligence.

**UNIVERSITY OF PHOENIX**  
*Bachelors of Science in Psychology*

Phoenix, AZ  
January 2013

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**EXPERIENCE**

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**BREKFORD CORP.**  
*Operations Support Specialist*

Hanover, MD  
Oct 15 - Present

- Enhance body worn camera division growth and development
- Operational support for an array of service offered by the company

**UNIVERSITY OF BALTIMORE, OFFICE OF TECHNOLOGY SERVICES**  
*Security Systems Specialist/Analyst*

Baltimore, MD  
Jan 14 – Oct 15

- Slashed system administration costs by negotiating pricing and fees, while ensuring the continuation and enhancements of systems and services.
- Rapaciously utilize the latest technologies to lower costs and improve system efficiency.
- Multi-factor analysis of system health and efficiency to develop a renewal and replacement plan of action.

**UNIVERSITY OF BALTIMORE POLICE DEPARTMENT**  
*Security Systems Specialist*

Baltimore, MD  
Jan 13 - Jan 14

- Efficaciously increased campus physical security system by a total of 114% across all systems.
- Execution of detailed crime statistics to analyze and design a strategic growth plan.
- Established business practices and growth plans to maintain and improve security systems.

**UNIVERSITY OF BALTOIRE POLICE DEPARTMENT**  
*Police Communications Officer*

Baltimore, MD  
Mar 11 – January 13

- Deliver emergency services to the campus community in emergency and non-emergency situations.

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**ADDITIONAL INFORMATION**

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**HIGHLIGHTS:**

- Strong writing abilities
- Correspondence management
- Technology Integrations/Implementation
- Emergency Operations
- Project Management
- Business Analysis
- Business process improvement
- Reporting and analysis
- Budgeting
- Cost-benefit analysis
- Intelligence analysis
- Public safety technology integration

## Exhibit A PROJECTS:

- Nationwide public safety radio interoperability integration
- Statewide video sharing network (MCAC) integration and deployment
- Protective services technology liaison (USSS) for Vice President Joe Biden
- Police technology integration (in-car-video, mobile safety app, video management system, and DAS system solutions)

# Patti Hamilton

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## Experience

### **Brekford Corporation**

#### **Project Manager**

- Managed five (5) Speed Camera programs.
- Responsible for client satisfaction, developing and managing budget, conversion rate, and increasing revenue.
- Developed program plans and implemented new programs, set project and task timelines.
- Managed and over-saw all internal departments on deliverables associated with contract service level agreements.
- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.
- Prepared and maintained statistic reports.
- Analyzed programs performance for growth, inefficiency and future forecast.

#### **Operations Manager**

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

### **Kidd International**

#### **Project Manager, Violation Enforcement**

- Managed all Violation Processing operations subcontracts for:
- Montgomery County Parking Enforcement, including Permit Sales offices (3), telephone customer service, and Parking Violations processing.
- DC Violations processing, including parking, moving, redlight camera, speed camera.
- Recruited, trained and supervised all operations personnel.
- Improving customer service based on Client feedback through the development of new policies and procedures. Successfully handled all

public related issues and complaints.

- Performed as Client Relationship Manager, including the generation of invoices, contract-related correspondence and deliverables.

### **Supervisor, Document Processing**

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

### **PRWT**

#### **Production Clerk**

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

**AGREEMENT**

This Agreement made this 8<sup>TH</sup> day of March in the year 2016, by and between

**Brekford Corp.  
7020 Dorsey Road  
Building C  
Hanover, Maryland 21076**

hereinafter called the Contractor, and the Board of County Commissioners of Calvert County.  
WHEREAS, the contract for

**RFP Number 2016-105  
Automated Speed Enforcement System**

**for a unit price of Three Thousand One Hundred Dollars and No Cents (\$3,100.00) lease fee  
per month per unit**

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  
ADDENDA CERTIFICATION  
NON-DISCRIMINATION IN EMPLOYMENT  
SPECIFICATIONS  
GENERAL TERMS AND CONDITIONS  
LIMITS OF INSURANCE  
NON-COLLUSION CERTIFICATE  
ANTI-BRIBERY AFFIRMATION AND AFFIDAVIT OF QUALIFICATION TO BID  
AGREEMENT  
TECHNICAL PROPOSAL (QUALIFICATIONS AND EXPERIENCE)

AND WHEREAS, the contract has recently been awarded to the Contractor by the Board of County Commissioners of Calvert County at and for a sum equal to the aggregate cost of the materials, supplies and services done or furnished, at the prices and rates respectively named therefore in the proposal attached hereto;

AND WHEREAS, it was one of the conditions of said award that a formal contract should be executed by and between the Contractor and the Board of County Commissioners of Calvert County evidencing the terms of said award;

NOW THEREFORE, THIS CONTRACT WITNESSETH, that the Contractor does hereby covenant and agree with the Board of County Commissioners of Calvert County that he will well and faithfully provide said materials, supplies and services as set forth in the Contract Documents in accordance with each and every one of the conditions, covenants, stipulations terms, and provisions contained in said contract documents at the prices and rates respectively named therefore in the proposal attached hereto, and will well and faithfully comply with and perform each and every obligation imposed upon him by said contract documents, or the terms of said award;

And the Board of County Commissioners of Calvert County does hereby covenant and agree with the Contractor that it will 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 will well and faithfully comply with and perform each and every obligation imposed upon it by said contract documents, or the terms of said award.

IN WITNESS WHEREOF, said **Brekford Corp.**

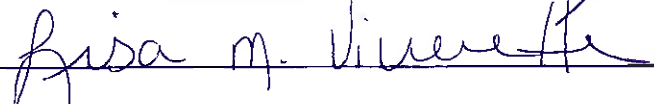
and the Board of County Commissioners of Calvert County has caused these presents to be signed by their respective responsible officers.

CONTRACTOR FIRM NAME **Brekford Corp.**

AUTHORIZED CONTRACT REPRESENTATIVE  President and CEO (SEAL)  
SIGNATURE TITLE

WITNESS 

BOARD OF COUNTY COMMISSIONERS OF CALVERT COUNTY  (SEAL)

WITNESS 

APPROVED FOR LEGAL SUFFICIENCY ON 3/28/10

BY:   
COUNTY ATTORNEY



EXHIBIT B

OP ID: MC

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/24/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Schoenfeld Ins. Assoc., Inc.  
6225 Smith Ave  
Baltimore, MD 21209

CONTACT NAME: Mary Castro

PHONE (A/C, No. Exl): 410-602-2000

FAX (A/C, No): 410-602-1160

E-MAIL ADDRESS: mcastro@schoenfeldins.com

PRODUCER CUSTOMER ID #: BREKF-1

INSURED  
Brekford Corp.  
&/or Brekford Corp.  
f/k/a Pelican Mobile  
Pelican Mobile Computers, Inc.  
Building C  
7020 Dorsey Road  
Hanover, MD 21076

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: The Hartford

22357

INSURER B: Chesapeake Employers Ins Co

11039

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR YWV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	30UUNAT6286	09/26/2016	09/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		30UUNAT6286	09/26/2016	09/26/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000		30RHUAT6032	09/26/2016	09/26/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	5155534	02/01/2017	02/01/2018	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Hagerstown is Additional Insured under General Liability on a Primary and Non-contributory basis as respects written contract with insured

## CERTIFICATE HOLDER

## CANCELLATION

City of Hagerstown  
One East Franklin Street  
Hagerstown, MD 21740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



## EXHIBIT B

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/25/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<b>PRODUCER</b> Woodhome Insurance Group 1726 Reisterstown Rd., # 219  Baltimore MD 21208		<b>CONTACT NAME:</b> Richard Gottlieb <b>PHONE (A/C, No, Ext):</b> (410) 580-2800 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> richard@woodhomeinsurance.com
<b>INSURED</b> Brekford Corp 7020 Dorsey Road Building C  Hanover MD 21076		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Markel/Essex Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:  AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY  UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$  WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below  A Errors & Omissions						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Aggregate 1,00,000 Each Occurrence 1,00,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

## CANCELLATION

City Of Hagerstown One East Franklin Street Hagerstown, MD 21740	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Sherry Fyffe
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**CITY OF HAGERSTOWN, MARYLAND  
CONTRACT FOR COLLECTION SERVICES  
AS TO DELINQUENT ACCOUNTS**

THIS CONTRACT FOR COLLECTION SERVICES AS TO DELINQUENT ACCOUNTS ("CONTRACT") between the CITY OF HAGERSTOWN, MARYLAND, a Maryland municipal corporation, (hereafter referred to as "CITY") and BREKFORD CORP. ("BREKFORD" or the "CONTRACTOR") is made effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("the Effective Date").

WHEREAS, the Contractor has provided collection services as to delinquent accounts under Speed Camera Enforcement Contract #300001; and

WHEREAS, the parties are terminating Contract #300001, and City desires for the Contractor to provide collection services as to delinquent accounts under an Agreement as to an automated speed enforcement system ("the Agreement") which is being entered into contemporaneously with this Contract, and the Contractor desires to provide such services, subject to the terms and conditions set forth in this Contract.

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

**I. COLLECTION SERVICES**

- A. The Contractor shall follow the progression of collection steps set forth in Schedule A as to all delinquent accounts referred to it by the City. A "delinquent account" is defined as an account for which a speed enforcement citation was issued and which has not been paid after no fewer than three (3) notices have been sent by the Contractor via U.S. Mail to the violator in accordance with Contract #300001 and/or the Agreement. Unless otherwise directed by the City in writing, Contractor agrees to cease any communication with a debtor if the City notifies Contractor of a dispute.

**II. COMPENSATION AND ACCOUNTING**

- A. The Contractor shall have authority to receive payments from debtors and shall have authority to endorse checks, drafts, money orders which are received from debtors in payment of their delinquent accounts.
- B. The Contractor shall submit monthly invoices in a form and format to be approved by the City. At a minimum, each monthly invoice must contain a report that includes all payments by citation number. The Contractor's monthly invoice is due by the 15th of each month for the previous month's payments.
- C. For payments received by either party as to any delinquent accounts:
- a. For automated speed enforcement citations, issued prior to December 17, 2014, the Contractor shall be compensated at the rate of thirty-nine percent (39%) of all payments; and
  - b. For automated speed enforcement citations issued on or after December 17, 2014, the Contractor shall be compensated twenty-eight percent (28%) of all payments.

**III. CONTRACT TERM**

- A. This Contract shall have a term beginning on the Effective Date and terminating on the \_\_\_\_ day of \_\_\_\_\_, 2020. Unless a party elects to terminate this Contract in accordance with Paragraph III. C., this Contract shall automatically renew for a period of one (1) year at the conclusion of the then-current term.
- B. City agrees that any delinquent account referred to Contractor for collections will not be referred to any other contractor, during the term (whether original or additional) of this Contract.
- C. The foregoing notwithstanding, either party shall have the right to terminate this Contract at the end of the of the then-current term, provided the terminating party gives written notice to the other of at least ninety (90) days prior to the conclusion of then-current term.

IV. PROCEDURE AND REFUNDS

- A. The City agrees that once debts are placed with Contractor, Contractor is entitled to compensation as set forth in this Contract, regardless of where or how the debt is paid, including to the City, Contractor or any other entities collecting on behalf of the City or Contractor. However, payments received after expiration of this Contract shall be paid over in full to the City.
- B. The City and Contractor agree to report all payments received in accordance with this Contract to one another within three (3) business days of receipt of payment.
- C. If the City notifies Contractor that it has refunded a payment to a debtor on a debt for which Contractor was previously paid, Contractor shall refund its fee to the City in the form of a credit on the next monthly invoice.

V. INDEMNIFICATION BY CONTRACTOR

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

VI. ASSIGNMENT

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

**SIGNATURES**

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed on their behalf as of the date set forth below:

BREKFORD CORP.

CITY OF HAGERSTOWN, MARYLAND

By: \_\_\_\_\_  
(Authorized Signature)

By: \_\_\_\_\_  
(Authorized Signature)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF HAGERSTOWN, MARYLAND

Delinquent Account Collections

**Schedule A**

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



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

---

**Topic:**

Approval of City Grant Application to Maryland Department of Housing and Community Development: Operating Assistance Grant

**Mayor and City Council Action Required:**

**Discussion:**

**Financial Impact:**

**Recommendation:**

**Motion:**

**Action Dates:**

**ATTACHMENTS:**

**File Name**

Motion\_-\_DHCD\_Operating\_Assistance\_Grant.pdf

**Description**

Motion - Operating  
Assistance Grant

**REQUIRED MOTION**

**MAYOR AND CITY COUNCIL  
HAGERSTOWN, MARYLAND**

**DATE:** July 11, 2017

**TOPIC:** Approval of City Grant Application to Maryland Department of Housing and Community Development: Operating Assistance Grant

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

**MOTION:**

I hereby move for Mayor and Council approval of a maximum of \$25,000 in grant funding from Maryland Department of Housing and Community Development as requested in the presentation to the Mayor and Council on June 20, 2017. There is no City match requirement for this grant. Mayor and Council direct staff to complete the following:

- Accept the scope of service as written by the State and the vendor once completed
- Submit the grant application with the finalized scope of work as completed by the State and the vendor to Maryland Department of Housing and Community Development
- Award the consultant services to a vendor as selected by the State without a formal RFP process by the City of Hagerstown
- Act as pass-thru agency for the grant as requested
- Assist in preparing a sub-recipient agreement for all parties (State of Maryland, City of Hagerstown, and consultant) which reflects the responsibilities and duties of each party in the grant before any funds are exchanged

DATE OF PASSAGE: 7/11/2017  
EFFECTIVE DATE: 7/11/2017