

# Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

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## Board of Town Commissioners

### WORK SESSION

Tuesday, December 17, 2019 – 7:00 p.m.

### AGENDA

Work Sessions are open to public observation, however,  
public participation is at the discretion of the Board

#### Roll Call

#### Pledge of Allegiance

#### Business

- 1) Feldman Communications strategies Contract Renewal (Board discussion)
- 2) Town Parking Enforcement Upgrade (Board discussion)
- 3) Draft Personnel Ordinance & Salary Steps (Board discussion)
- 4) General Board & Administrative Staff items:
  - MEA Grant Update & Solar Proposals
  - General Roundtable (Commissioner & Staff Reports)

#### Adjournment

*All meetings are subject to closure in accordance with the State Open Meetings Act—House Bill 217  
See back of Agenda for Public Comment Procedures*

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**Kai Bernal-LeClaire**  
Commissioner

**Wanda Leonard**  
Commissioner/President

**Linda Pennoyer**  
Commissioner/Treasurer



# Town of Upper Marlboro

Town Hall, 14211 School Lane  
Upper Marlboro, MD 20772

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## MEMORANDUM

To: Board of Town Commissioners

From: Chief of Staff Kyle Snyder

Date: Friday December 13<sup>th</sup>, 2019

Re: Feldmann Communications Strategies LLC Contract Renewal

Dear Commissioners,

Back in Spring 2019 President Turner brought on Mr. Ray Feldman of Feldman Communications Strategies LLC on a trial basis to assist the Town with media relations. The full Board then approved a 7-month contract at the June Special Town Meeting with Feldman Communications Strategies LLC valid thru January 17, 2020.

With the contract ending, staff has reached out and obtained a new contract from the firm that will run from January 2020 until June 2021, to bring the contract renewal more in line with the annual budget. At this time the staff recommends the renewal of the contract, with the plan to utilize the firm's services more often to assist with the Landings newsletter and social media content. One addition/revision to the contract is the addition of a monthly itemized invoice that outlines the work performed by the firm for the Town in the prior billing cycle.

Contract Cost to the Town:

Monthly Rate: \$1,500

Annual Cost: \$18,000

There is no price change with the new contract. Both Feldman Communications Strategies LLC and Greenwill Consulting Firm are funded through line item 8205 "Consulting Fees" under the General Government section of the Town Budget.

Please review the attached contract at your convenience, and let staff know if any questions or concerns. Mr. Feldman will be present at the December Worksession. The contract is currently under review by the Town Attorney, and the estimated timeline for Board approval is January or February 2020.

**Kai Bernal-LeClaire**  
Commissioner

**Wanda Leonard**  
Commissioner/President

**Linda Pennoyer**  
Commissioner/Treasurer

**FELDMANN COMMUNICATIONS STRATEGIES LLC  
CONSULTANT AGREEMENT**

THIS CONSULTANT AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date") between the Town of Upper Marlboro, Maryland ("Client"), and Feldmann Communications Strategies LLC ("Consultant").

1. Feldmann Communications Strategies LLC ("FCS") will provide the Town of Upper Marlboro, Maryland ("Client") with consulting services as mutually agreed upon and described in the attached Statement of Work ("Services"). Any changes to the Statement of Work must be in writing signed by both parties.
2. Client shall pay to FCS, as compensation for the Services, the fees set forth on Exhibit A in accordance with the payment schedule set forth on Exhibit A. Unless otherwise provided on Exhibit A, FCS will invoice Client for the Services Fees monthly. All Fees shall be due and payable within thirty (30) days after the date of Customer's invoice for Fees due hereunder.
3. Client shall reimburse FCS for all actual and reasonable, client or customer-related business or expenses incurred by FCS in connection with FCS's duties on behalf of Client provided that FCS shall keep, and present to Client, records and receipts relating to such reimbursable expenses. Such records and receipts shall be maintained and presented in a format, and with such regularity, as Client reasonably may require in order to substantiate Client's right to claim income tax deductions for such expenses. These expenses must be agreed to by both parties in advance.
4. The Client and FCS may terminate this Agreement at any time with thirty (30) day written notice to the other party, and immediately FCS shall cease providing Services. Upon termination, FCS will be paid for all of the services properly performed prior to termination. Termination of this Agreement will not relieve or release either party from any rights, liabilities or obligations that have accrued under this Agreement or under law, or from liability for any breach of the party's obligations under this Agreement that occurred before the date of termination.
5. FCS hereby grants to Client a non-exclusive license to use FCS's trademarks, tradenames, and copyrighted material ("FCS Property") designated by and belonging to the FCS solely in connection with the Services. Client shall not use or authorize any others to use, distribute or disseminate or cause to be distributed or disseminated, FCS Property in any manner not specifically authorized by this Services Agreement. Client agrees that it shall in no way contest or deny the validity of, or the right or title of FCS in or to such FCS Property, by reason of this Agreement, and shall not encourage or assist others directly or indirectly to do so, during the lifetime of this Services Agreement and thereafter.

6. In addition, Client shall not utilize any such FCS Property in any manner which would diminish its value or harm the reputation of FCS. This provision shall survive the termination of this Services Agreement.

7. Similarly, FCS has the right to list the Client's business name and logo on the FCS website as a current client.

8. The Client and FCS agree to retain in confidence any confidential or proprietary information received hereunder and all information that by the nature of the circumstances surrounding the disclosure, should in good faith be treated as proprietary and/or confidential, and will make no use of such information except in connection with its performance hereunder. This provision shall survive the termination of this Services Agreement.

9. For all purposes under this Agreement, FCS shall be and act as an independent contractor of Client, and nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency, fiduciary or employment relationship between the Parties. The Parties agree that all individuals performing Services on FCS's behalf are not, for any purpose whatsoever, (a) considered to be employees, independent contractors or agents of Client or (b) entitled to any compensation or employee benefits from Client.

10. No delay, failure or default in performance of any obligation by either party, excepting all obligations to make payments hereunder, shall constitute a breach of this Agreement to the extent caused by force majeure.

11. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder without the other Party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may, upon written notice to the other Party, assign or transfer this Agreement in its entirety to a party that succeeds to all or substantially all of such Party's business or assets, whether by sale, merger, operation of law or otherwise. In such case, this Agreement shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns. Any attempted assignment or transfer in violation of this Section shall be null and void.

12. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties.

13. No waiver of any right shall be effective unless consented to in writing by the Party to be charged with such waiver, and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default.

14. The Client and FCS, jointly and severally, indemnify, defend and hold harmless one another, their affiliates and their respective directors, officers, employees, agents, successors and assigns from all claims, suits, judgments, costs, liabilities,

finances, damages, losses, taxes, penalties, interest and expenses, including reasonable attorneys' fees and related costs, resulting from or arising out of (a) any breach of this Agreement or any warranty hereunder; (b) any act, omission or performance of any of the services by FCS or FCS's employees, agents or subcontractors; (d) infringement of any trade secret, copyright, trademark, patent or any other intellectual property right of any third party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Agreement Date first above written.

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LLC

By: \_\_\_\_\_  
The Wanda Leonard  
Mayor  
Town of Upper Marlboro, MD

## **EXHIBIT A**

### **Statement of Work**

This Statement of Work is made effective 1/014/20, by and between FCS and Client (Town of Upper Marlboro, Maryland).

#### **Description of Services:**

-MEDIA OUTREACH: Positive story placement about the Town of Upper Marlboro Commissioners and town staff in local Prince George's and Washington, DC media outlets, as well as media outlets in the Baltimore media market and eventually nationally; Develop positive news and feature stories that help to tell the contemporary Upper Marlboro story: what is taking place today, what steps the Board and staff are taking to change the image and reputation of the town, how they are changing the narrative about the town's relationship with Prince George's County and the state; Assist the Board and staff in developing positive working relationships with area reporters, editors, and news directors; Plan for future editorial board meetings with editors at *The Washington Post*.

-EVENT PROMOTION AND PUBLICITY: Provide public relations and media relations support for major signature events taking place in Upper Marlboro.

-SOCIAL MEDIA STRATEGY AND MESSAGING: Work closely with Board of Commissioners and town staff to develop a strategy for posting content (including photos and videos) on the town's Facebook, Twitter, You Tube, and Instagram platforms; This task will include developing and posting more videos on You Tube to visually highlight positive developments happening in the town.

-CRISIS COMMUNICATIONS: Serve as an on-call resource on a 24/7 basis for crisis management and communications involving all aspects of town operations, including the police department, public works, courts, transportation, Mayor's office, Board, etc.; Will serve in a consulting role to the Board and other town staff as appropriate to advise on strategy and messaging during the crisis situation.

-MEDIA TRAINING AND COACHING: Ongoing media training and coaching for Board of Commissioners and town staff as appropriate, as well as event and topic-specific media preparations, throughout the term of this contract. This service will include a half-day, one-time media training session for the new 2020-21 slate of Town commissioners.

This half-day media training session will be led by Julie Parker, former Director of Media Relations for the Prince George's County Police Department from 2011 through 2016. The training staff will include a videographer and Feldmann Communications Strategies president and CEO Ray Feldmann. The additional cost for this one-time, half-day media training curriculum will be \$2,000 (not included in the fee structure below).

### **Billing Rate**

Monthly retainer fee of \$1,500 for a minimum of 12 hours of work per month on the above agreed upon Description of Services (not including the one-time media training session).

Notes: This agreement will be in place for a period of 18 months, beginning on Jan. 14, 2020 and ending on June 30, 2021, at which time it is subject to renewal upon agreement of both parties.

### **Additional Terms and Conditions:**

Time estimated: As needed basis, no less than 12 hours per month.

This Statement of Work serves as an Exhibit to the Consultant Agreement.

Agreed and Accepted:

By: \_\_\_\_\_  
Raymond C. Feldmann  
President & CEO  
Feldmann Communications Strategies LCC

By: \_\_\_\_\_  
The Honorable Wanda Leonard  
Mayor  
Town of Upper Marlboro, MD

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**Parking Enforcement  
and  
Permit Management System  
For  
Upper Marlboro, MD**

**Submitted By:  
Jamie Groff  
IPS Group, Inc.  
jamie.groff@ipsgroup.com  
484-880-0470**



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August 30, 2019

IPS is pleased to submit a Smart Parking Proposal for the Town of Upper Marlboro. As a pioneer in the industry since 1994, IPS has evolved to meet the ever-changing needs of our customers and has grown from the inventor of the credit card enabled single-space parking meter, to the leading provider of all Technologies that make the paid-parking "Ecosystem". That includes: Single-space meters and Multi-space pay stations, Vehicle detection Sensors, Smart collection systems, Smart phone and NFC contactless payment options, integrated In-vehicle payments, Enforcement and Permitting solutions, End-to-end Credit Card Processing, and Lease-to-own options.

#### WHAT SETS IPS APART FROM THE COMPETITION?

For over two decades, we have partnered with cities worldwide to build Smart Parking solutions that bring Smart Cities to life. We offer the only true, Fully-Integrated Parking Management Suite of products that connects to a single, powerful backend data management system (DMS).

We are passionate about developing innovation that empowers cities to reach their full potential. In many cases, our technology outpaces the useful life of the parking equipment itself. IPS's Solutions are designed with the future in mind, with customer input being a huge factor. Unlike expensive legacy systems that are inflexible and are slow to modernize, IPS technology is scalable and flexible to meet the growing needs of cities. IPS provides cities with the latest in parking technology, built on the most robust platform and designed to integrate with tomorrow's technologies. Our full portfolio of integrated products provides the most efficient, powerful parking solution to our customers and is backed by a professional support team that delivers fast, efficient, and effective service.

IPS Group, Inc. is the only company to offer a, Fully-Integrated Parking Management "End-to-end" suite of products that all connect to one powerful backend system

No other supplier in the industry knows parking like we do. Your dedicated IPS team has over 200 combined years of experience ranging from management, R&D, sales and marketing, to engineering and customer support. We provide professional, dependable and courteous experts that are committed to the ongoing support of your parking operations, to ensure you achieve the best results possible. We look forward to the opportunity to enhance our successful partnership with the Town of Upper Marlboro in the upcoming weeks and months.

**Respectfully,**

**Jamie Groff**

**Northeast Regional Director of Enforcement Sales IPS Group, Inc.**

**484-880-0470**

**[jamie.groff@ipsgroup.com](mailto:jamie.groff@ipsgroup.com)**

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**AGREEMENT TO PURCHASE PARKING TECHNOLOGY  
AND RELATED SERVICES**

**This Agreement To Purchase Parking Technology And Related Services** ("Agreement") is made effective October 1<sup>st</sup>, 2019 (the "Effective Date"), by and between The Town of Upper Marlboro, MD, a municipal corporation (the "City"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

**RECITALS**

- A. City is a duly organized and validly existing under the laws of the State of \_Maryland\_\_\_ with the power to carry on its business as it is now being conducted under the statutes of the State of \_Maryland.
- B. IPS is a Pennsylvania corporation that is qualified to do business, and is doing business in the State of California. IPS markets and supports a variety of parking technologies, hardware, software and related services.
- C. City and IPS desire to enter into this Agreement for IPS to deliver and install its parking technology hardware (the "Equipment") and related software services (the "Services", and collectively "Equipment and Services") to the City upon the terms and conditions set forth below. The Equipment and Services are described in Attachments A and B.

Now, therefore, the parties agree as follows:

**TERMS AND CONDITIONS**

**1. Term of Agreement.**

- 1.1. **Initial Term.** The term of the Agreement means the period from the Effective Date above and will be in effect for a period of five (5) years ("Initial Term").
- 1.2. **Option to Extend.** City shall have the option to extend the term of the Agreement for 5 additional one (1) year increments, for a total period not to exceed ten (10) years. City shall notify IPS of its intention to exercise the option to extend the Agreement at least ninety (90) days prior to the end of each such term.

**2. IPS Services.**

- 2.1. **Scope of Services.** IPS agrees to diligently undertake, perform, and complete all of the services described in Attachment A as directed by the City. In the case of any conflict, the Terms and Conditions section of this agreement shall supersede information contained in the Attachments or Exhibits contained herein.

**3. City Services & Responsibilities.** The City agrees to:

- 3.1. Make available to IPS any currently existing documents, data or information required for the performance of this Agreement, including any material updates therein.
- 3.2. Designate a representative authorized to act on behalf of the City.

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- 3.3. Keep, at its own cost and expense, the Equipment in good repair, condition and working order, adhering to any requirements for preventative maintenance.
  - 3.4. Notify IPS of any need for customer service support or warranty repair work and will coordinate the return process with IPS.
  - 3.5. Comply with applicable national, state, and local laws and regulations in any way relating to the possession or use of the Equipment and Services.
  - 3.6. Be fully responsible, at its own cost and expense, to provide and maintain a merchant account and associated merchant account services using the City designated third party provider.

**4. Equipment Delivery, Installation and Acceptance.**

- 4.1. IPS shall deliver new, fully-tested Equipment. No used or previously owned Equipment will be allowed unless otherwise agreed to in writing by the City.
- 4.2. Delivery and installation of all Equipment will take place during standard business hours.
- 4.3. Unless otherwise notified in writing, the Equipment shall be deemed accepted by the City and to its satisfaction no later than ten (10) business days following completed installation or thirty (30) days following delivery, whichever occurs first.

**5. Compensation**

- 5.1. The City will compensate IPS for the IPS Equipment and Services, as set forth in Attachment B.
- 5.2. City further agrees to pay to IPS the amounts specified in Attachment B on a Net 30 basis from the date of invoice.
- 5.3. Payment for the Equipment shall be due and paid upon delivery of each batch or invoiced line item of Equipment to the City.
- 5.4. City agrees to promptly notify IPS in writing of any dispute with any invoice, and those invoices for which no such notification is made within 10 business days after receipt of the respective invoice shall be deemed accepted by the City.
- 5.5. City shall pay interest on any invoices amounts with are unpaid after 30 days at a rate of 1.5% per month (18.0% per year, effective rate) and the maximum allowable by law, whichever is less, from the date such amounts become due. For amounts that are in excess of 90 days past due, City agrees to pay all costs incurred by IPS to collect any overdue amounts.
- 5.6. All pricing excludes any taxes that may be applicable to the City. Any applicable taxes will be added to invoices and will be paid by the City on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the City in writing. The City indemnifies IPS against any claim for payment of any such taxes.
- 5.7. Pricing shall remain fixed during the initial 24 months after the effective date of this Agreement. Afterwards, IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually. Such pricing adjustments shall require 90 days' notice.

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**6. Risk and Title.**

- 6.1. IPS shall bear risk of loss of the Equipment, including any damage sustained during transportation to the delivery site. Risk in the Equipment shall pass to City upon delivery. Transfer of title to Equipment shall only pass to City upon full payment for the Equipment.

**7. Warranties.**

- 7.1. IPS shall provide a limited 12-month warranty on the Equipment as described in Attachment A, IPS Limited Warranty. Extended warranties are available for an additional fee.
- 7.2. IPS shall provide technical support via telephone Mondays through Fridays from 8:00 AM to 4:00 PM PST. IPS can provide on-site services at the City's request. Lead times and costs for such services will be provided at the time of the request. IPS shall ensure the availability of current manuals and shall provide all manuals for any future upgraded or new services to the City.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. City agrees that it is not a 3<sup>rd</sup> party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the City and the carrier for this agreement, the wireless carrier shall have no liability of any kind created by this Agreement. Carriers from time to time may change coverage areas, wireless technology platforms or make other network changes that are not within the control of IPS. During the term of this contract, IPS shall provide the City the ability to upgrade or change carriers as needed at the prices contained herein or at such prices as may be agreed. Any such change or upgrades shall be at the sole cost and discretion of the City.
- 7.4. IPS warrants that the software Services will substantially conform to the applicable scope of work. IPS does not warrant that the software Services will operate uninterrupted or error-free. IPS will use commercially reasonable efforts to deliver to the City software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or City data.
- 7.5. City warrants that it shall not share usernames or passwords to allow any 3<sup>rd</sup> party, including but not limited to consultants, agents, or any other individuals, to gain access to Equipment and Services of any kind without the written permission of IPS. City further agrees to not do anything that could potentially compromise the security of IPS Equipment and Services or use IPS Equipment and Services in any manner which could violate local, provincial, state or federal law.
- 7.6. THE WARRANTIES CONTAINED IN THE AGREEMENT DOCUMENTS ARE IPS'S SOLE AND EXCLUSIVE WARRANTIES. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS PROVIDE SOFTWARE SERVICES "AS IS". THE EXTENT OF IPS'S LIABILITY FOR A WARRANTY CLAIM IS LIMITED TO THE REPAIR OR REPLACEMENT OF THE DEFECTIVE EQUIPMENT OR DEFECTIVE SOFTWARE SERVICE. IPS DOES NOT PROVIDE ANY WARRANTY OF ANY KIND WITH REGARDS TO 3<sup>RD</sup> PARTY EQUIPMENT, WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3<sup>RD</sup> PARTY SUPPLIERS AFFIRMATIVELY EXCLUDES ANY AND ALL OTHER WARRANTIES, CONDITIONS, OR REPRESENTATIONS (EXPRESS OR IMPLIED, ORAL OR WRITTEN), WITH RESPECT TO THE EQUIPMENT AND/OR SERVICES PROVIDED INCLUDING ANY AND ALL IMPLIED WARRANTIES OR CONDITIONS OF TITLE, MERCHANTABILITY, OR FITNESS OR

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SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT IPS KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE) WHETHER ARISING BY LAW OR BY REASON OF CUSTOM OF THE TRADE.

7.7. The provisions of this Section will survive expiration or termination of this Agreement.

**8. Intellectual Property and Ownership.**

8.1. IPS represents and warrants that it owns or has acquired all requisite rights and licenses to use all intellectual property embodied, practiced or employed in IPS Equipment and Services being used by the City.

8.2. IPS hereby grants the City, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "City") all the rights and licenses required to use IPS Equipment and Services. Such rights and licenses are limited, non-assignable, non-transferable and non-exclusive, and solely for the City's internal use for the specific purposes of this Agreement.

8.3. All pre-existing and independently developed intellectual property (including copyrights), and any derivation thereof, including but not limited to designs, models, inventions, processes, methodologies, software, associated documentation, software upgrades, modifications and customizations, copyrightable material and other tangible and intangible materials authored, and combinations thereof, prepared, created, made, delivered, conceived or reduced to practice, in whole or in part, by the IPS and provided to the City ("Pre-Existing and Independently Developed IP") will at all times remain the sole and exclusive property of IPS and/or its vendors. Nothing in this Section or elsewhere in this Agreement shall be construed as assigning, selling, conveying, or otherwise transferring any ownership rights or title in IPS's Pre-Existing and Independently Developed IP.

8.4. IPS understands the nature of public information and the requirement for the City to adhere to all rules and laws that apply to public information, such as the Freedom of Information Act, Public Records Act(s), and the like. The City agrees that it shall not knowingly agree, whether directly or indirectly, sell, loan or rent any equipment or allow any third party to gain access to equipment, software, back-office software, reporting or documentation provided by IPS for any purpose, including but not limited to the purposes of inspection, benchmarking or reverse engineering or evaluation without the prior written consent of IPS, or as mandated by applicable law or any binding order of Court.

8.5. The provisions of this Section will survive expiration or termination of this Agreement.

**9. Confidential Information.**

9.1. "Confidential Information" shall mean, without limitation, all strategic information, business plans, data, sketches, drawings, pictures, business records, customers lists, marketing plans, policies and procedures, pricing, product information, drawings, source code, API documentation, designs, specifications, information relating to processes, technologies, methodologies, concepts or theory and any or all other information which may be disclosed by the disclosing party to the recipient that may reasonably be considered to be proprietary and non-public data, including correspondence both written and verbal and identified as "confidential".

9.2. The recipient acknowledges the competitive value and confidential nature of the Confidential

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Information and the damages that would result to the disclosing party if any such information were disclosed or misused, therefore, recipient will keep Confidential Information protected, utilizing the same level of care and discretion that is used by the recipient to protect similar sensitive information, and shall not be disclosed by the recipient in any manner whatsoever.

- 9.3. The recipient shall have no non-disclosure obligation hereunder with respect to any Confidential Information which (A) has been legally made public, other than by acts of the recipient in violation of this Agreement or (B) was or becomes independently known or available to the recipient, on a non-confidential basis, from a source other than the disclosing party and which is not subject to any restrictions or disclosure or (C) is independently developed by the receiving party, such independent development being reasonably documented or (D) is disclosed with written permission by the disclosing party or (E) is obligated to be produced where required by a court order.
- 9.4. The recipient shall notify the disclosing party promptly of any loss, misuse or misappropriation of the Confidential Information. Recipient agrees that no license, either expressed or implied, is hereby created or granted to recipient by disclosing party to use any of the Confidential Information. All rights and title to the Confidential Information shall remain in the disclosing party.

#### **10. Dispute Resolution.**

- 10.1. If any dispute arises out of or relates to this Agreement, or the breach thereof, the parties agree to meet and confer and negotiate in good faith prior to initiating a suit for damages. However, this Section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within 14 calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum and to the extent possible, one senior level individual with decision making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within 30 calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation via a mutually agreed third party, with the cost of mediation equally shared between the City and IPS or as otherwise agreed to between the parties. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described above.

#### **11. Termination of Agreement.**

- 11.1. If either the City or IPS violates any material term or condition of this Agreement or fails to fulfill in a timely and proper manner its obligations under this Agreement, then the aggrieved party may give the other party (the "responsible party") written notice of such failure or violation. The responsible party will correct the violation or failure within 30 calendar days or as otherwise mutually agreed. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice from the aggrieved party. The option to terminate will be at the sole discretion of the aggrieved party.

#### **12. Insurance.**

- 12.1. IPS agrees to obtain and maintain during the term of this Contract the following minimum insurance.
- Certificates of Insurance: Prior to commencing work under the contract, IPS agrees to furnish

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Certificates of Insurance coverage as set forth below. The premiums for such insurance shall be paid by IPS.

12.2. Commercial General Liability.

- i. Minimum Limits: IPS shall obtain minimum limits of \$1,000,000.00 each occurrence for bodily injury and property damage, \$1,000,000.00 general aggregate, \$1,000,000.00 products/completed operations aggregate, and \$1,000,000.00 personal and advertising injury. The general aggregate limit shall apply on a "Per Project" basis. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.
- ii. Additional Insured: If IPS is required to indemnify certain parties, then IPS shall include such indemnified parties as additional insureds under its Commercial General Liability Policy for liability due to IPS's negligence resulting from IPS's work for the indemnified parties. A copy of the additional insured endorsement shall accompany IPS's certificate of insurance.

12.3. Automobile Liability, including bodily injury and property damage coverage.

- i. Minimum Limits: IPS shall obtain minimum limits of \$2,000,000.00 each occurrence for all owned, hired, and non-owned vehicles written on a policy form equivalent to Insurance Services Office coverage form CA 0001. These minimum limits may be obtained by a primary liability policy, umbrella/excess liability policy, or any combination thereof.

12.4. Workmen's Compensation. IPS shall obtain Worker's Compensation in accordance with Federal and State Laws for all States in which work is performed.

- i. Waiver of Subrogation: IPS shall provide a waiver of subrogation with respect to workers compensation in favor of the City. A copy of the endorsement shall be attached to the certificate of insurance.

12.5. Employer's Liability Coverage. IPS shall obtain Employers Liability Coverage of at least \$1,000,000.00 each accident, \$1,000,000.00 disease policy limit and \$1,000,000.00 disease each employee.

12.6. Professional [E&O], Data Breach, and Cyber Liability. IPS shall maintain Professional (E&O), Data Breach Liability, and Cyber Liability coverage in the amount of not less than \$2,000,000.00 per claim. Coverage may be written on a claims made basis.

12.7. Cancellation: IPS shall provide to contract holder 30 days' notice in the event of cancellation, termination, or non-renewal without replacement. This notice shall be 10 days in the event cancellation for non-payment of premium.

12.8. Carrier Rating: All carriers must have an AM Best rating of no less than A IX.

**13. Indemnification and Limits of Liability**

- 13.1. IPS agrees to defend with counsel reasonably acceptable to the City and indemnify City, its elected and appointed officials, officers, agents, employees, contractors and agents (collectively, the "Indemnified Parties") from and against losses, claims, expenses (including, but not limited to, reasonable attorneys' fees), costs, liabilities or damages (collectively, "Losses") arising from IPS's

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breach of its obligations under this Agreement, arising from IPS's acts or omissions, for any Losses incurred by or asserted against any one or more or all of the Indemnified Parties by reason of damage to property or injury to, or death of, any person, caused by the acts, omissions, or negligence of IPS, its employees, agents or contractors. IPS shall not be responsible for any Losses attributable to acts, omissions, or negligence of the Indemnified Parties, including misuse or abuse of IPS Equipment and Services, nor for any Losses arising directly or indirectly caused by acts of vandalism.

- 13.2. Notwithstanding the foregoing, this indemnification shall not apply to claims made by third parties in instances in which (a) IPS simply followed the directions or instructions provided by City; (b) City changed, modified or altered the services rendered or tasks performed by IPS such that, absent City's actions, no such claims would have been brought against IPS and/or City; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with City's owned or licensed technology and/or intellectual property such that, absent such combination, no such claims could have independently been brought by or against IPS.
- 13.3. In order for City to obtain the indemnification from IPS specified herein, City must: (a) promptly notify IPS in writing of the claims for which indemnification is sought; (b) provide IPS with copies of all pleadings, writings and documents pertaining to such claim; (c) permit IPS to control the defense of such claim and all settlement discussions in regards to resolving such claim; and (d) provide reasonable cooperation to Contactor in regards to the litigation or negotiation of a resolution of such claim. Notwithstanding the foregoing sentence, IPS will not enter into any settlement without City's prior written consent, unless all third party claims against City are released without any further liability on City's part. This paragraph shall survive the termination or expiration of this Agreement.
- 13.4. Nothing in this Agreement shall constitute any form of real or implied revenue guarantee by IPS.
- 13.5. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS OR CAUSES ARE WITHIN A PARTY'S CONTROL OR DUE TO NEGLIGENCE OR OTHER FAULT ON THE PART OF A PARTY, ITS AGENTS, AFFILIATES, EMPLOYEES OR OTHER REPRESENTATIVES, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE. THE TOTAL CUMMULATIVE LIABILITY INCURRED BY IPS IN CONNECTION WITH THIS AGREEMENT SHALL BE SOLELY LIMITED TO THE AMOUNT PAID TO IPS IN AN AMOUNT EQUAL TO THE PRECEDING 6 MONTHS TOTAL FEES PRIOR TO THE CLAIM.
- 13.6. DUE TO THE NATURE OF INTERNET AND WIRELESS SERVICES AS PUBLIC UTILITIES FOR THE PURPOSES OF THIS AGREEMENT, CUSTOMER AGREES THAT NEITHER IPS, THE WIRELESS CARRIERS NOR INTERNET SERVICE PROVIDERS SHALL BE LIABLE FOR ANY LOSS, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, ANTICIPATED RENVUES OR OTHER MONETARY LOSS, ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY ACTIONS OR OMISSIONS WITH RESPECT THERETO, WHETHER OR NOT ANY SUCH MATTERS



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OR CAUSES ARE WITHIN A PARTY'S CONTROL, AND REGARDLESS OF WHETHER SUCH LIABILITY ARISES IN TORT, CONTRACT, BREACH OF WARRANTY OR OTHERWISE.

13.7. Both Parties acknowledge that the Limitations of Liability set forth above are fundamental elements of this Agreement, without which IPS would not have entered into this Agreement.

**14. Liens and Taxes.**

14.1. City shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. City shall pay, when due, all charges and taxes (local, state, and federal), which may now or hereafter be imposed in conjunction with this Agreement.

**15. Notices.**

15.1. All notices under this Agreement must be in writing, shall refer to the title and effective date of this Agreement, and shall be sufficient if given personally, sent and confirmed electronically, or mailed certified, return receipt requested, postage prepaid, and at the address hereinafter set forth or to such address as such party may provide in writing from time to time. Any such notice will be deemed to have been received five days subsequent to mailing. Notices shall be sent to the following addresses:

IPS:  
IPS Group, Inc.  
7737 Kenamar Court  
San Diego, CA 92121  
Attn: Chad Randall  
chad.randall@ipsgroupinc.com  
tel: 858-4040-0607

City:  
Upper Marlboro, MD  
14211 School Lane  
Upper Marlboro, MD 20772  
Attn: Kyle Snyder  
Email:ksnyder@UpperMarlboroMD.g  
ov  
Tel: 301-627-6905 x1104

**16. Relationship of the Parties.**

16.1. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association between the parties, and both parties shall be and remain independent entities. Neither party has the right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever, except as otherwise provided in this Agreement.

**17. Assignment.**

17.1. Should the City enter into an agreement with a third party for parking operations during the term of this Agreement, IPS shall provide that operator the same rights, terms, and conditions as included in this Agreement. Such assignment shall not be effective unless and until the City has provided notice to the IPS of such assignment, and any such third party will be required to adhere to all terms and conditions contained herein.

17.2. IPS may not assign, hypothecate or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without the prior written consent of City, which shall not be unreasonably withheld.

**18. General Provisions.**

18.1. Waiver. A waiver of any breach of this Agreement shall not be deemed a waiver of any



subsequent breach of the same or any other term, covenant or condition of this Agreement. No delay or failure on the part of either party to insist on compliance with any provision of this Agreement shall constitute a waiver of such party's right to enforce such provision, no matter the length of the delay. In the case of any granted waiver by the consenting Party, which must be provided in writing, such waiver shall not constitute a waiver of the same obligation or any other obligation under this Agreement.

18.2. Modification or Amendment. No oral modifications shall be effective and nothing shall be deemed as a modification of this Agreement unless provided in writing and signed by both Parties.

18.3. Entire Agreement. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. Understandings, agreements, representations or warranties not contained in this Agreement, or as written amendment hereto, shall not be binding on either party. Except as provided herein, no alteration of any terms, conditions, delivery, price, quality or specifications of this Agreement shall be binding on either party without the written consent of both parties.

18.4. Injunctive Relief. The parties agree that a breach of the obligations in Section 8 ("Intellectual Property and Ownership") and Section 9 ("Confidential Information") may cause irreparable harm to the affected party, the amount of which would be impossible to ascertain, and that there is no adequate remedy at law. Notwithstanding the provisions of Section 10 ("Dispute Resolution"), and in addition to any other rights and remedies it may have, the affected party shall have the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to specific performance of any provision of this Agreement, and both parties agree that no bond or other security shall be required in obtaining such equitable relief and consents to the issuance of such injunction and to the ordering of specific performance without proof of actual damages.

18.5. Integration. This Agreement may be executed in multiple counterparts each of which shall be deemed an original, but all of such taken together shall constitute only one Agreement, superseding all prior understandings, oral or written; and it is expressly understood and that this Agreement does not obligate either party to enter into any other or further agreements.

18.6. Governing Law. This Agreement shall not be construed against either party regardless of which party drafted it. This Agreement shall be construed and enforced according to the laws of the State of California, without regards to conflict-of-laws principles, and all local laws, ordinances, rules, and regulations.

18.7. Venue and Jurisdiction. The City and IPS agree that the venue shall be in San Diego County. Any litigation arising out of this Agreement may only be brought in either the United States District Court, Southern District of California, or the Superior Court of California, County of San Diego, as appropriate. The parties agree that venue exists in either court, and each party expressly waives any right to transfer to another venue. The parties further agree that either court will have personal jurisdiction over the parties to this Agreement.



- 18.8. **Attorney's Fees.** If any suit, action, arbitration or other proceeding is instituted upon this Agreement or to enforce rights, judgments or otherwise pursue, defend or litigate issues, or any other controversy arises from this Agreement, the prevailing party shall be entitled to recover from the other party and the other party agrees to pay the prevailing party, in addition to costs and disbursements allowed by law, such sum as the court, arbitrator or other adjudicator may adjudge reasonable as an attorney's fee in such suit, action, arbitration or other proceeding, and in any appeal. Such sum shall include an amount estimated by the court, arbitrator or adjudicator, as the reasonable costs and fees to be incurred in collecting any monetary judgment or award or otherwise enforcing each award, order, judgment or decree entered in such suit, action or other proceeding.
- 18.9. **Force Majeure.** If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to, acts of God, war, civil disturbance, insurrection, civil commotion, destruction of production facilities or materials by earthquake, fire, flood or storm, labor disturbances including strikes or lockouts or epidemic, and failures of public utilities (such as internet, cellular network, and electricity), it shall not be in default in the performance of its obligations stated in this Agreement. Provided, however, any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted. If any event of force majeure exists for a continuous period of more than 120 days, then either party shall be entitled to terminate this Agreement without being liable for any claim from the other party.
- 18.10. **Severability.** If any provision in this Agreement subsequently is determined to be invalid, illegal or unenforceable, that determination shall not affect the validity, legality or enforceability of the remaining provisions stated in any section or sub-section of this Agreement unless that effect is made impossible by the absence of the omitted provision.
- 18.11. **Authorization.** Both parties represent and warrant that the person executing this Agreement on behalf of each party is an authorized agent who has actual authority to bind each party to each and every term, condition, and obligation of this Agreement and that all requirements of each party have been fulfilled to provide such actual authority.
- 18.12. **Determination.** Notwithstanding anything to the contrary, should either Party be required to make any determination in terms of this Contract, such determination shall be made in a reasonable and objective manner.
- 18.13. **Binding Document.** The City and IPS each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto in respect to all covenants, conditions, and obligations contained in the Agreement.
- 18.14. **Section Headings.** All section headings in this Agreement are for the convenience of reference and are not intended to define or limit the scope of any provision of this Agreement.



18.15. Survival of Provisions and Obligations. Any provision of this Agreement, which by its nature must be exercised after termination of this Agreement, will survive termination and remain effective for a reasonable time. Any obligation that accrued prior to termination of this Agreement will survive termination of this Agreement.

SIGNATURE PAGES WILL FOLLOW



In witness whereof, the parties have caused this Agreement to be executed the day and year first above written.

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

CITY  
a municipal corporation

By: \_\_\_\_\_

City Manager

IPS GROUP, INC.,  
a Pennsylvania corporation

By: \_\_\_\_\_

CHAD P. RANDALL  
Chief Operating Officer



## CITATION ISSUANCE

The Mobile Enforcement Solution from IPS Group is an easy-to-use handheld citation writer that ensures parking enforcement officers experience a convenient, quick and efficient citation issuance process. An officer can easily look up citation history, and once issued, citation information is transferred to a back office system for processing in real-time.

While lightweight and portable, the N5 Print citation writer is also rugged for heavy-duty use, and can withstand extreme weather conditions such as rain, sleet, and snow, and is mud-resistant (an IP65 rating; Operating temps tested to MIL-STD 810F -20° to + 50° C). An integrated thermal printer produces easy-to-read tickets, and a magnetic strip and smart card reader is also included for payment collection. Other features include color photo syncing, e-chalking, and heat mapping.

The Enforcement Solution is compatible with all Android devices and printer configurations. All features listed below are included:



### Features at-a-glance

- Real-time syncing to secure/encrypted web services
- Scofflaw and customized notifications
- Customizable user dashboard
- High contrast easy-to-read screen – even in harsh daylight conditions
- Issuance and heat mapping
- Type-ahead field input
- Automatically populate fields
- LPR function
- E-chalking for timed parking
- GPS and color images
- 2mp 1080p @3fps color imager
- Automatic software updates
- Compatible with the latest Android operating system



## ENFORCEMENT MANAGEMENT SYSTEM

The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle.

- **Citation Entry via Handheld Mobile Device** - Our Mobile Enforcement Solution is an easy-to-use handheld citation writer that offers a quick and efficient citation issuance process.
- **Registered Owner Inquiry** - DMV requests for registered owners are submitted each business day. Most registered owner information is retrieved within 48 hours of a citation being entered.
- **Payment Processing** - IPS provides a lockbox service where payments can be mailed by the public. IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website
- **DMV Interface** - The Enforcement Management System interfaces with NLETS (the National Law Enforcement Telecommunications Service) via highly-secured communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.
- **Mailing of Notices** - Notice are printed in color and provide important information to the public regarding the citation details as well as containing all information required to submit payment.
- **Telephone Customer Services** - IPS trains staff with the ability to respond to calls received in English or Spanish.
- **IVR** - The Interactive Voice Response system (IVR) provides real-time, detailed citation information linked to the City's database in English or Spanish.
- **Collections Bureau of America (CBA) 3rd Party Collections** - CBA is a privately-held corporation with 50+ years of experience in the collections industry. CBA is integrated with the IPS Enforcement Management System allowing for easy retrieval of citation data.

Officers can easily obtain high-level citation summaries and additional information on cases including photos, notices and letters; and adjudications and voids. The Enforcement Management System also interfaces with the California DMV and NLETS (the National Law Enforcement Telecommunications Service) via highly secured and encrypted communication methods to ensure vehicle registration information such as holds and releases are obtained and processed quickly and accurately.

### Features at-a-glance

- Integration with third-party parking services (pay stations, license-plate recognition technology (LPR), pay-by-phone applications)
- Cross-compatible interface across all operating systems and devices
- Option for manual citation entry
- Advanced search capability





## CITATION PAYMENT PORTAL

### Online Public Portal

The Online Public Portal is a website that allows citizens to access their parking citation information in real-time. Citizens can review the current status of their citation, pay or obtain information on how to contest their citation, review fine amounts including late fees, and obtain additional information.

### Features at-a-glance

- Real-time access to citation status and transaction history
- Accepts all major credit cards
- Cross-compatible interface that supports all browsers and devices

IPS accepts VISA, MasterCard, Discover and American Express via the Public Portal website. IPS provides all credit/debit-card processing via real-time authorization and processing. Credit/debit card payments are updated real-time to the citation records and receipts can be printed from the system for the public. Payments by credit card are accepted 24/7. The system secures immediate authorization from the processor, and immediately updates the permit in real time. The Public Portal website is fully PCI compliant. Citizens are allowed to submit an appeal online by entering all necessary information required by the City and given the option to upload any supporting documents with the request.

A screenshot of the CITATION PORTAL website. At the top, the title "CITATION PORTAL" is displayed in a large, bold, sans-serif font. Below the title is a horizontal navigation bar with several small, faint icons. The main content area features the text "Look up Citation by" in a medium-sized font. Below this text are four input fields: "citation number", "notice number", "license plate", and "VIN". Each field has a small "x" icon in the top right corner. Below the input fields is a "Sign In" link. At the bottom of the form is a large, dark rectangular button with the text "SIGN IN" in white, uppercase letters.





### **ENFORCEMENT SYSTEM**

Our Mobile Enforcement Solution puts you in charge. Select a 1-piece or 2-piece design, Android or iOS operating system. IPS provides a quick and efficient citation issuance process. Electronic citations are immediately loaded into the Enforcement Management System (EMS) allowing timely access to citation information for your Agency and the public. **IPS can also utilize existing agency Android and/or iOS devices or can supply new ones as provided below.** Paper rolls subject to final volume, approval of artwork design and layout. Pricing does not include any applicable sales tax.

#### **Handheld Enforcement Solutions**

MOBILE ENFORCEMENT 1-PIECE SOLUTION LEASE PACKAGE OPTIONS	GOLD	PLATINUM
1 piece N5 Mobile Enforcement Device with built in Printer	X	X
Mobile Enforcement Software	X	X
Remote Management Suite	X	X
Comprehensive Phone Support	X	X
General Maintenance	X	X
Data Plan	X	X
Installation and Training	X	X
Carrying Case, Spare Battery & Cradle	X	X
Warranty	12 months	36 months
Automatic Hardware Refresh (after three years)		X
<b>LEASE PRICING (per device/month)</b>	<b>\$205.00</b>	<b>\$235.00</b>

IPS can utilize existing agency Android and/or iOS devices or can supply new ones as provided below. City can provide equipment separately if desired. IPS also supports 1-piece and 2-piece devices or any combination thereof.

1 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
N5 Print Mobile Enforcement Device	\$2,950.00
N5 Charging Cradle	\$199.00
N5 Spare Battery	\$199.00
N5 Carrying Case	\$50.00
N5 3-Year Warranty (Optional)	\$795.00
2 PIECE ENFORCEMENT SOLUTION	UNIT PRICE
Samsung Note 8 with ruggedized case, charger, and cradle	\$995.00
iOS iPhone 10 with ruggedized case and charger, and cradle	\$1,495.00
Zebra ZQ510 3in BT Printer (or equivalent)	\$995.00
Additional warranties or items to be priced as requested	To be quoted



### Handheld Enforcement Support

Mobile Enforcement Solution	Units	Unit Price
Mobile Data Plan	Per unit /per month	\$50.00
Handheld Support	Per unit/Per month	\$60.00
Software License (one-time fee)	Per Unit	Included
Mobile Citation Paper (per roll) QTY 100	Per roll	\$11.95
Mobile Citation Paper (per roll) QTY 200	Per roll	\$7.95
Mobile Citation Paper (per roll) QTY 500	Per roll	\$5.95
Mobile Citation Paper (per roll) QTY 1000	Per roll	\$4.95
Plate Charges for Ticket Customization (One-time fee)	Per plate	\$75.00
Estimated Travel Expenses for Installation	Per trip	\$2,000.00
On-site training and installation	Per day	\$600.00

### Enforcement Back Office and Processing Services

Enforcement Management System	Units	Unit Price
One Time Setup	Per Unit	\$2,000.00
Annual System License for EMS	Per user	Included
Citation Issuance Fee	Per unit	\$2.25
Manual Citation Entry Fee	Per unit	\$2.25
RO Acquisition	Per unit	\$1.00
Delinquent Notice Processing fee (Includes Postage)	Per unit	\$0.96
Online & IVR Secure Credit Card Payments - Gateway Fee <b>Note: Charged to the Public - assumes the use of the Client Merchant Account</b>	Per transaction	\$2.00 or 3% whichever is higher
Additional Letters and Correspondence	Per unit	\$1.25
1st Level Manual Adjudication Services (Online Appeals)	Per unit	Included
2nd Level Adjudication Hearing Services	Per hour	To be quoted

*\*Local DMV rates may be free based on Agency relationship with DMV. Pricing can vary based on this relationship.*

*\*IVR, Lockbox and Customer Call Center to be quoted, upon request*

### Ticket Collection Services

Collections	Units	Unit Price
Local DMV Collections (FTB processing)	% of amount collected	25% of amount collected
Advanced/Delinquent Collections	% of amount collected	35% of amount collected

*NOTE: Pricing does not include any applicable state or local taxes that are required to be paid by the City currently or in the future. This pricing is FOB, IPS Group, San Diego, CA. Sales taxes and shipping charges will be added to the final invoice. IPS shall have the right to adjust Agreement pricing due to increases in Inflation as published by the US Bureau of Labor Statistics for All Items Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average, and will not exceed 3% compounded annually.*

**BOARD OF COMMISSIONERS  
FOR THE  
TOWN OF UPPER MARLBORO**

ORDINANCE:        2020-XX                    DRAFT  
SESSION:            Regular Town Meeting  
INTRODUCED:       XXXXXXXXX  
DATE ENACTED:     XXXXXXXXX

**AN ORDINANCE TO ESTABLISH PERSONEL GUILDLINES & COMPENSATION FOR THE  
EMPLOYEES OF THE TOWN OF UPPER MARLBORO.**

**WHEREAS** section 82–59 of the town charter (authority to employ personnel). States that the town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by this charter or state law and to operate the town government.

**WHEREAS** section 82–60 of the town charter (compensation of employees). States that the compensation of all officers and employees of the town shall be set from time to time by an ordinance.

**WHEREAS** section 82-15 a of the town charter states the president, with the approval of the board, shall appoint the heads of all offices, departments, and agencies of the town government as established by this charter or by ordinance. All office, department, and agency heads shall serve at the pleasure of the president. All subordinate officers and employees of the offices, departments, and agencies of the town government shall be appointed and removed by the president, in accordance with rules and regulations in any merit system which may be adopted by the board.

**Section 1. Declaration of Policy**

- A. This Personnel system is established for all present and future employees of Upper Marlboro, and shall provide the means to recruit, select, develop, advance, and maintain an effective and responsive work force on the basis of relative ability, knowledge requirements of the citizens of Upper Marlboro.
- B. All Personnel actions shall be taken without regard to race sex, religion, national origin, or political affiliation and shall be based on merit and performance.

**Section 2. Scope**

- A. All offices and positions of the Town are divided into the exempt services and the career services. The exempt services shall include the following: All elected officials, persons employed as consultants rendering temporary professional services; persons employed part-time or on projects of limited duration; volunteer personnel and personnel appointed to serve without pay.
- B. The career service shall include all other full-time positions in the Town service that are not specifically placed in the exempt service by this Ordinance
- C. When this Ordinance becomes effective, all employees holding positions in the career service shall have career status if they have held their positions for at least three (3) months immediately preceding the effective date of this Ordinance. All employees who have served less than three (3) months, or all new employees of the Town except police, shall become career employees upon

successful completion of three (3) months of probation. The probationary period may be extended for cause by the Town. The following sections of this Ordinance apply only to the career service unless otherwise specifically provided.

### **Section 3. Positions of the Town**

Below are the positions set forth by the Town of Upper Marlboro. The annual operating budget sets the positions to be funded form year to year. It is not a requirement that all positions be funded with the exception of Department heads and the Town Clerk.

A. Positions within the Town Administration Department shall include:

- Chief of Staff *Exempt*
- Director of Finance & Human Resources *Exempt*
- Town Clerk
- Administrative Assistant(s)

B. Positions within the Town's Public Safety Department shall include:

- Chief of Police *Exempt*
- Sergeant
- Corporal(s)
- Patrol Officer(s)
- Code Enforcement Officer(s)
- Police Clerk

C. Positions within the Town's Public Works Department shall include:

- Superintendent of Public Works *Exempt*
- Forman
- Crewmember(s)

D. The President has the authority to appoint or hire subordinate officers and employees of the offices, departments, and agencies of the Town government in accordance with rules and regulations in any merit system which may be adopted by the Board.

### **Section 4. Hiring of Town Employees**

A. Positions Requiring Board Approval:

The Board of Town Commissioners shall approve the appointment of all Town Department & Agency Heads presented by the President for approval. These positions shall include the Chief of Police, the Chief of Staff, and the Superintendent of Public Works.

B. Positions not Requiring Board Approval:

Any Town positions not listed in A of this section are not considered as Department Heads and therefore do not require Board approval.

C. Positions Not Included in the Town Budget

Should the need arise to hire for a Town position not included in the Town's current operating budget, the President shall seek the approval of the Board of Town Commissioners to amend the current operating budget prior to seeking candidates for the position.

## **Section 5. Political Activities**

- A. No employee in the career service shall hold an elected or appointed office in the exempt service.
- B. No official or employee of the Town shall solicit any contributions or service for any political purpose from any employee in the career service.
- C. Nothing herein contained shall affect the right of any employee to hold membership in the support of political party, to vote as he/she chooses, to express himself publicly or privately on all political subjects and candidates, to maintain political neutrality, and to actively participate in political meetings. Such activities must be engaged in as a private citizen and on the employee's own time.

## **Section 6. Unlawful Acts**

- A. No person shall make any false statements with regard to any test, certification or appointment made under any provisions of this Ordinance, or in any manner commit or attempt to commit any fraud preventing the impartial execution of this Ordinance and policies.
- B. No person shall, directly or indirectly, give, render, pay, offer, solicit, or accept any money, service, or other valuable consideration for any appointment under this Ordinance, or furnish to any person any special privileged information for the purpose of affecting the rights or prospects of any person with respect to employment in the career service.

## **Section 7. Compensation.**

Exhibit A of this Ordinance shall set the compensation of Town Positions and shall be amended from time to time by an Amendment of this Ordinance. The exhibit shall include pay grades or steps for each position to define the amount of compensation an employee will receive based off but not limited to experience, length of employment with the Town, and merit. The Town must inform the employee prior to any changes in pay steps, with the employee accepting or declining the pay step.

## **Section 8. Penalties**

Violation of any provision of this Ordinance may result in disciplinary action on the part of the Town Council up to and including suspension or dismissal.

## **Section 9. Town Personnel Handbook**

The Town's personnel handbook shall contain the Town's employment policies and procedures. The handbook shall be amended and updated from time to time by Resolution. The Board of Town Commissioners may also add policies to the handbook by Resolution as well,

**Section 9.** Severability Should any part of this Ordinance be held invalid, the Board of Town Commissioners declares that it would have adopted all other provisions notwithstanding such illegality of a part, and all remaining parts shall remain in effect.

**AND BE IT FURTHER ENACTED AND ORDAINED** by the Board of Commissioners of the Town of Upper Marlboro, Maryland that pursuant to the Town Charter this Ordinance shall be posted in the Town office and a fair summary of it shall be published once in a newspaper of general circulation in the Town and effective 20 days after passage by the Board.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**INTRODUCED** in a public session of the Board of Commissioners on this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**ORDAINED, APPROVED AND** finally passed by the Board of Commissioners of the Town of Upper Marlboro, Maryland on this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by:

Attest:

THE TOWN OF UPPER MARLBORO  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
, President

\_\_\_\_\_  
, Commissioner

\_\_\_\_\_  
M. David Williams, Town Clerk

\_\_\_\_\_  
, Commissioner

Reviewed and Approved for Legal Sufficiency

\_\_\_\_\_  
Kevin J. Best, Esq.

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

# DRAFT

## TOWN OF UPPER MARLBORO SALARY AND WAGE PLAN EFFECTIVE JULY 1, 2020

Exhibit A to Ordinance 2020-XX

CLASS TITLE	GROUP	SALARY				STEP D
		RATE	STEP A	STEP B	STEP C	
General Government						
Accountant/Director of Finance	GEN GOV	Monthly				
		Bi-weekly				
		Hourly				
		Annually	\$ 50,000	\$ 55,000	\$ 65,000	\$ 75,000
Town Clerk	GEN GOV	Monthly				
		Bi-weekly				
		Hourly				
		Annually	\$ 50,000	\$ 55,000	\$ 65,000	\$ 75,000
Administrative Assistant	GEN GOV	Monthly				
		Bi-weekly				
		Hourly				
		Annually	\$ 35,000	\$ 40,000	\$ 43,000	\$ 45,000
Chief of Staff	GEN GOV	Monthly				
		Bi-weekly				
		Hourly				
		Annually	\$ 55,000	\$ 60,000	\$ 65,000	\$ 75,000
Public Safety						
Chief of Police	PUB SAFE	Monthly				
		Bi-weekly				
		Hourly				
		Annually	\$ 68,000	\$ 78,000	\$ 88,000	\$ 100,000

# DRAFT

## TOWN OF UPPER MARLBORO SALARY AND WAGE PLAN EFFECTIVE JULY 1, 2020

### Police Sergeant

PUB SAFE	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 48,000	\$ 53,000	\$ 58,000	\$ 65,000		

### Police Corporal

PUB SAFE	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 44,000	\$ 48,000	\$ 53,000	\$ 58,000		

### Police Officer

PUB SAFE	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 41,000	\$ 45,000	\$ 48,000	\$ 50,000		

### Police Clerk

PUB SAFE	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 35,000	\$ 38,000	\$ 44,000	\$ 50,000		

### Code Enforcement Officer

PUB SAFE	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 38,000	\$ 42,000	\$ 48,000	\$ 55,000		

## Public Works

### Superintendent

PUB WORKS	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 40,000	\$ 45,000	\$ 52,000	\$ 56,000		

### Foreman

PUB WORKS	Monthly						
	Bi-weekly						
	Hourly						
	Annually	\$ 40,000	\$ 45,000	\$ 52,000	\$ 56,000		



DRAFT

TOWN OF UPPER MARLBORO SALARY AND WAGE PLAN  
EFFECTIVE JULY 1, 2020

Bi-weekly						
Hourly						
Annually	\$	35,000	\$	38,000	\$	42,000
						\$ 46,000

Crew Member

PUB WORKS

Monthly						
Bi-Weekly						
Hourly						
Annually	\$	30,000	\$	32,000	\$	36,000
						\$ 40,000

Elected Officials/Town Commissioners

President Board of Commissioners

EXEC

Quarterly	
Bi-Weekly	
Hourly	
Annually	\$ 16,200

Town Commissioner

EXEC

Quarterly	
Bi-Weekly	
Hourly	
Annually	\$ 1,200

Pay Steps Overview & Qualifications	
Steps	Description
Step A	Entry Level. Less than 2 years service with the Town, and/or High School Diploma, less than 5 years experience
Step B	2-5 years service with the Town, and/or Associates Degree, and/or 5-8 years experience.
Step C	5-8 years service with the Town, and/or Bachelors Degree, and/or 10 year experience.
Step D	Senior Level. Over 10 years service with the Town, and/or Masters Degree, and/or 15 years experience