

Town of Upper Marlboro

14211 School Lane • Upper Marlboro, Maryland 20772

Board of Town Commissioners

WORK SESSION

December 22, 2020 – 7:00 p.m.

AGENDA

This meeting will be conducted via Zoom Video Teleconference. As the Town Hall remains closed to the general public at this time, interested citizens may participate by video:

<https://us02web.zoom.us/j/85451683537> Video Meeting ID: 854 5168 3537, or,
Audio Dial-in only: 301 715 8592 *Participants must sign-in with the Clerk*

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

Roll Call

Pledge of Allegiance

Business

- 1) Parking Enforcement Vendor (Board discussion)
- 2) Healthcare Broker RFP Submissions (Board discussion)
- 3) Draft Town Capital Improvement Program (Board discussion)
- 4) Tax Rate Discussion (Board discussion)
- 5) Racial Equality (Board discussion)
- 6) General Commissioner & Administrative Staff items:

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*

Janice Duckett
Commissioner

Sarah Franklin
Commissioner/Treasurer

Linda Pennoyer
Commissioner/President



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

Tel: (301) 627-6905
Fax: (301) 627-2080

info@uppermarlbormd.gov
www.uppermarlbormd.gov

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

MEMORANDUM

To: Board of Town Commissioners

From: Kyle Snyder, Town Administrator

Date: Friday December 18th, 2020

Re: Town Parking Enforcement Vendor

Commissioners,

Last year prior to the COVID-19 pandemic, the Town released an RFP # UM 2020-02 for a parking enforcement database and system. The Town has been using Passport Parking for its parking enforcement ticket system, database, and online ticket payment portal since 2017. This works by downloading a app to a Town android device and connecting it via Bluetooth to a portable thermal ticket printer. However, in summer 2019 the Town purchased 123 IPS single space parking meters, which has led to staff needed to check both the Passport enforcement database and the IPS online parking payment database prior to issuing a parking ticket.

Last month IPS representatives provided an online demo of the IPS parking enforcement, and staff were impressed with both its functionality, ability to automatically flag unpaid tickets with the MVA, and the app works on both Android and Apple operating systems. The pricing between both Passport and IPS are identical, they both charge per citation.

There would be very little upfront costs to the Town as we can use our ticket paper, printers, and existing android and apple Town phones.

Because of this, Town staff are recommending the Board of Town Commissioners consider approving the attached IPS contract at the January 2021 Town Meeting.

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

This Agreement To Purchase Parking Technology And Related Services ("Agreement") is made effective ____January 1, 2021____ (the "Effective Date"), by and between ____The Town of Upper Marlboro Maryland____, a municipal corporation (the "Town"), and IPS GROUP, INC., a Pennsylvania corporation ("IPS"), with reference to the following:

RECITALS

- A. Town 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. Town 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 Town 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.** Town 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. Town 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 Town. 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. Town Services & Responsibilities. The Town agrees to:

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- 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 Town.
 - 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 Town 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 Town.
- 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 Town 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 Town will compensate IPS for the IPS Equipment and Services, as set forth in Attachment B.
- 5.2. Town 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 Town.
- 5.4. Town 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 Town.
- 5.5. Town shall pay interest on any invoices amounts which 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, Town 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 Town. Any applicable taxes will be added to invoices and will be paid by the Town on submission of an invoice. Exemption from the payment of applicable taxes shall be provided by the Town in writing. The Town 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. Town Average, and will not exceed 3% compounded annually. Such pricing adjustments shall require 90 days' notice.

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 Town upon delivery. Transfer of title to Equipment shall only pass to Town 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 Town'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 Town.
- 7.3. Wireless Coverage & Longevity: IPS does not operate a mobile wireless network, but relies on third party carriers for this service. Town agrees that it is not a 3rd party beneficiary from any agreements between IPS and its carrier partners, and as there is no direct contract between the Town 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 Town 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 Town.
- 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 Town software Services free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the software Services or Town data.
- 7.5. Town warrants that it shall not share usernames or passwords to allow any 3rd 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. Town 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 3RD 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 3RD PARTY EQUIPMENT,

WIRELESS COVERAGE OR SOFTWARE SERVICES, WHETHER SUPPLIER IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE. IPS AND ITS 3RD 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 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 Town.
- 8.2. IPS hereby grants the Town, including its departments, commissioners, officials, officers, employees, consultants, and agents (collectively, "Town") 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 Town'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 Town ("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 Town 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 Town 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 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 Town 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 Town 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 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 Town. 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 Town and indemnify Town, 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 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 Town; (b) Town changed, modified or altered the services rendered or tasks performed by IPS such that, absent Town's actions, no such claims would have been brought against IPS and/or Town; or (c) the claims asserted by a third party derive from the combination of technology and/or intellectual property of IPS when used with Town'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 Town to obtain the indemnification from IPS specified herein, Town 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 Town's prior written consent, unless all third party claims against Town are released without any further liability on Town'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 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. Town shall keep the Equipment free and clear of all levies, liens, and encumbrances, except those created by this Agreement. Town 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

Town:
Upper Marlboro, MD
14211 School Lane
Upper Marlboro, MD 20772
Attn: Kyle Snyder
Email:ksnyder@UpperMarlboroMD.gov
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 Town 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 Town 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 Town, 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 Town 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 electriTown), 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 Town 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:

Town Clerk

APPROVED AS TO FORM:

Town Attorney

TOWN
a municipal corporation

By: _____

Town 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

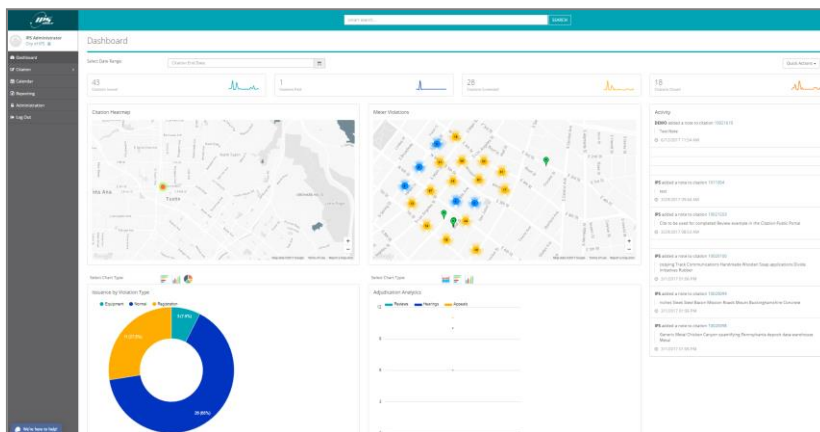
The Parking Enforcement Management Solution by IPS is backed by the Enforcement Management System (EMS), a real-time web-based enforcement application that allows officers to manage all steps of the citation process lifecycle.

- **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 Town'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 Town and given the option to upload any supporting documents with the request.

A screenshot of the CITATION PORTAL website. At the top, the text "CITATION PORTAL" is displayed in blue, with a graphic of yellow dots to the right of "CITATION". Below this is a progress bar with eight dots; the first dot is blue and labeled "find citation", while the others are grey. Under the progress bar, the text "Look up Citation by" is centered. Below this text are four input boxes: "citation number", "notice number", "license plate" (highlighted in orange), and "VIN". Further down, the text "Sign In" is centered. Below "Sign In" are two input boxes: "Last Name" and "Citation Number". At the bottom center is a dark blue button with the text "SIGN IN" in white.



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
LEASE PRICING (per device/month)	\$205.00	\$235.00

IPS can utilize existing agency Android and/or iOS devices or can supply new ones as provided below. Town 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
Per Integration	Per Integration	\$1,500.00
API Maintenance Fee	Per API Per month	\$7500
Online & IVR Secure Credit Card Payments - Gateway Fee <i>Note: Charged to the Public - assumes the use of the Client Merchant Account</i>	Per transaction	\$2.00 or 3% whichever is higher
IF IPS is MERCHANT of Record for Town	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
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 Town 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. Town Average, and will not exceed 3% compounded annually.



December 7th, 2020

Proposal For:

Town of Upper Marlboro Government Healthcare Insurance Broker

Upper Marlboro Town Hall, 14211 School Lane Upper Marlboro MD 20772

RFP # UM 2020-07

Contact:

Chris Lawson

CEO, Principal Broker & Insurance Advisor

(301) 249-9554 ext. 102

ChrisLawson@Insuraty.com

One Town Center
4201 Northview Drive, Suite 409
Bowie MD 20716
(301) 249-9554
www.Insuraty.com



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About Insuraty

Prince George's County Maryland established Employee Benefits Brokerage and Human Resources Consultancy since 1996. Aligned with top-rated insurance and investment advisors offering Group Health, Dental, Vision, Disability, Life Insurance, Flexible Spending Accounts, Medical Gap Coverage, Stop Loss Insurance, Benefits Administration, Human Resources Outsourcing and 401K retirement savings plans, plan compliance, distribution and administration. Our current portfolio under management is; \$26,000,000 Health insurance, \$33,708,000 Retirement Savings Accounts, \$1,118,000 Ancillary Insurance, \$420,000 human resources consulting and administration fees.

Our Advisors, Consultants and Administrators bolster more than 80 years of combined experience managing group clients providing personalized consultative customer service aligned with our clients vision and strategic goals. We safeguard the financial well being of employee benefit plans utilizing financial measurement tools, financial partners including Auditors, CPA's, Erisa Attorneys and provide cost and data analytics that assist the desired short and long term client objectives.

We are currently appointed in all 50 states with clients in Maryland, District of Columbia, Virginia, Pennsylvania, North Carolina, Florida and Georgia covering more than 7500 employees.

Our team brings a variety of business and government experience from America fortune 100, Maryland Local, County and State legislation and Utilities Governance and Pension Board Advisory.



Insurance Brokerage & Compliance:

Successful organizations require fringe benefit programs that attract best in class employees to keep them competitive and profitable at all times. It's important to work with Brokers and Advisors who offer not only cost effective benefit plans but value added service that covers a range of requirements. At Insuraty we offer a wide range of assistance covering 100% of plan management to include;

- Research Insurance Carrier plans and design solutions that beat national insurance trend and inflation
- Produce Request for Proposals to qualified Insurance Carriers
- Promote Health Care preventive care among employees to create a healthier lifestyle and workforce
- Advise on current and any newly introduced state legislation and ERISA laws
- Provide updates on industry trends based on company demographics
- Inform on updates or enhancements introduced by Insurance Carriers
- Provide timely and automated employee benefits administration
- Train employees on our Insurance Carrier technology for self service convenience
- Offer onsite consultation and assistance to employees on a quarterly basis
- Negotiate all renewal contracts and services for Health, Life, Disability, Dental, Flexible Spending Accounts and Ancillary insurances
- ACA monitoring and produce any required reporting
- Pre-Tax compliance review
- Assist in the planning and communication of Benefit Health Fairs upon open season
- Arrange for employee benefit sessions, and coordinate Insurance Carriers
- Post renewal administration including policy review, Certificates of Insurance, Employee coverage confirmations
- Dedicated Client Manager on a daily basis



Retirement Plan Brokerage & Compliance:

Second to none is the importance of helping your employees save. A 401(k) plan gives employees a tax break on money they contribute. Contributions are automatically withdrawn from employee paychecks and invested in funds of the employee's choosing (from a list of available investment offerings). Just as important to offering the retirement plan comes the responsibility of carefully and accurately administering and managing the plan. Our 3 team approach offers our clients;

Review plan operation to ensure compliance with plan document

Ensure all eligible employees are given the opportunity to enroll in the plan

Ensure plan definition of compensation is being used to calculate participant deferrals

Ensure plan loans are being repaid according to the terms of the plans loan policy

Ensure employee deferrals and loans are deposited timely

Provide 4th Quarter benefit notices to participants

Distribute contribution refunds to correct an ADP/ACP failed compliance test

Distribute required minimum distribution to participants who became RMD eligible

Distribute amount deferred in excess of IRC section 402g limit

Provide quarterly benefit statements to participants due 45 days after quarter end

File form 5500 or 2 ½ month extension if required

Distribute any Summary of Material Modification or new Summary Plan Description to participants if modified

File Form 5500

Provide any applicable notices to plan participants if applicable including;

- Safe Harbor 401k plan notice
- Qualified Default Investment Alternative notice
- Automatic Negative enrollment notice
- Participant Fee Disclosure

Distribute Summary Annual Report to participants if Form 5500 extended

Cash out small account balances related to terminated employees

Process any defaulted loans and retain detailed 401k records for ERISA retention rules



Human Resources Outsourcing:

The efficiency of any organization relies primarily on the efficiency of its human resources and the success of the organization depends on finding the best elements of human power.

Our HR outsourcing solutions enable mission-driven organizations to realize better results by focusing on their people and workplace culture backed by sound HR policies, processes and financial efficiency. Our unique combination of deep functional expertise, sector-specific experience, and thoughtful approach to HR provide an invaluable partnership to your organization.

*Our dedicated HR Team approaches every engagement in a strategic and holistic manner. Providing enterprise wide policy review, IT system compliance and controls, payroll processes, employee benefit compliance, evaluating the clients approach to leadership, the outcomes it wishes to achieve and the nuances of your workplace culture. We integrate into the fabric of your organization and prioritize an understanding of your people's organizational needs. **Insuraty HR outsourcing practice provides your organization all the benefits of an Inhouse HR team, but with less expense and deeper expertise.***

The Insuraty approach consists of the initial step to employment, policies and procedures, compliance and planning throughout the term of employment until exit from the company. Supported by value added services to save you time and money. From arranging the best employee benefits package to simplifying payroll and protecting your company.



Human Resources Services:

As part of our Human Resources Outsourcing we offer day to day administration covering all key areas of HR and compliance including;

- Employee Application compliance
- Pre-Hire screening – Reference Checks – Criminal Background Checks
- New Hire Onboarding and Orientation
- Payroll Onboarding, salary and tax changes and direct deposit administration
- Personnel Files compliance and best practices
- Employee Assistance, Consultations and Grievance support
- Employee Training – Problem Solving – Conflict Resolution – Sexual Harassment – Bullying
- Electronic Employee Training - covering more than 25 core training requirements and custom training options
- Employee Handbook Development and Policy Management
- Workforce and Cost and Labor Reporting
- Workers Compensation pay as you go administration
- Workers Compensation audit preparation and reporting
- EEOC data support and representation
- Unemployment Claims Administration
- Administer required Fair Standard Labor Laws compliance
- Administer required Family Medical Leave Act laws
- Provide updates and consultation on state/federal legislation
- Terminations Administration and Exit Interviews
- Cobra required administration and coordination



Payroll Services:

Employees rely on their paychecks, so you have to get your payroll right. Our partnership payroll software provider Paylocity, simplifies payroll, automates processes, and keeps you stay tax compliant all in one spot. We can pull expense reimbursements into paychecks and run custom reports to get the data you need. And provide the flexibility for employees to access a portion of their earned wages when they need it. We feature;

Penalty-Free Tax Service with multi-state jurisdiction tax filing, payment – compliance

Garnishment Managed Services

On Demand Pay

Expense Management

Standard Tax Reports, Quarterly Tax Returns, Employer W-2s and 1099s

Labor and Industry Reports

Employee Self Service portal with online access to Pay Stubs, W-2s and W-4s update

Company Documents, Vacation and Sick time tracking and reporting

Multilayer security scheme for the highest level of protection

Manual check calculator to calculate and print checks on site

Net to gross calculator for bonuses and other special checks

Over 40 standard reports

Labor Distribution Report

Dedicated Support Specialist assigned to your Broker Client Manager

Labor Law Posters



Workers Compensation Insurance:

When it comes to protecting your employees we take the confusion out of worker's compensation. We work to help you control your premium costs by championing workplace safety along with creating a return-to-work program for your employees who suffer work-related injuries or illnesses. More than just coverage we provide our clients;

Covid 19 Information & Resources
Professional Safety Services
Integrated Claims & Medical Services
Workplace Safety Training
Workers Compensation Training
Active Shooter Preparedness
Opioid Overdose Response Training
COI Request
Safety Discount Programs
Dividend Plans



Municipal & Non-Profit Experience:

At Insuraty we understand that local government is the sphere of government closest to the people. It is important that those employees who serve the local community are respected and appreciated for their efforts. We've spent a decade assisting municipalities and quasi-government employers.

Partial Client Listing:

Town of Brentwood Maryland

City of Seat Pleasant Maryland

Prince George's Chamber of Commerce

Prince George's Economic Development Corporation



Pricing:

MONTHLY

COST

Insurance Brokerage & Administration

No Brokerage & Administration fee required

Retirement Plan Brokerage & Administration

No Brokerage fee required
\$2000 annual Plan Administration

*Insuraty Dedicated HR Generalist
on demand to carry out day to day
HR Administration task.*

\$995.00

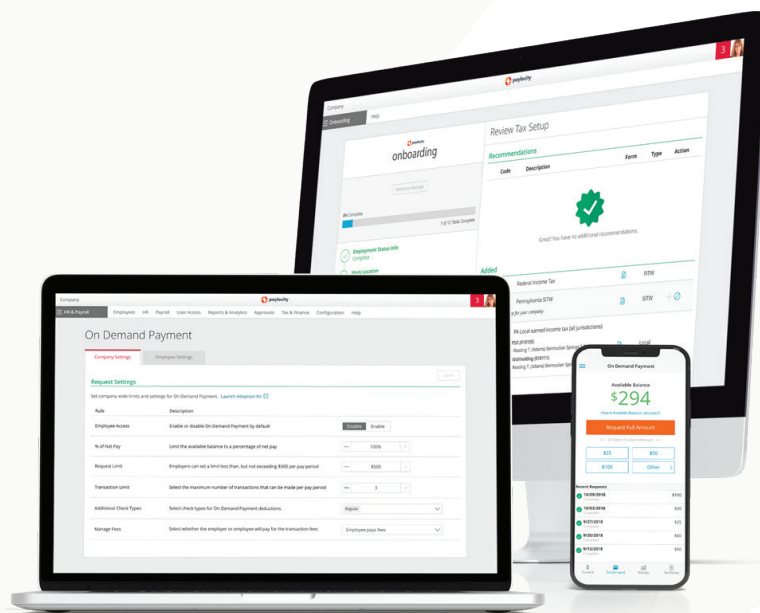
Workers Compensation Brokerage & Administration

No Brokerage & Administration fee required

Technology Suite

\$500.00 One time setup fee





payroll

Save Time and Your Peace of Mind

Employees rely on their paychecks, so you have to get your payroll right.

Use our software to simplify payroll, automate processes, and stay tax compliant, all in one spot. Pull expense reimbursements into paychecks and run custom reports to get the data you need. And provide the flexibility for employees to access a portion of their earned wages when they need it. Ensure accuracy and get time back in your day.

Editable Templates

Easily gather new employee information. Combine hundreds of fields onto one screen. Tailor payroll and HR processes with drag-and-drop technology, and customize templates.

Custom Checklists

Keep track of all critical steps of a process, both inside and outside the system, starting from templates or your own list.

Custom Framework

Support actionable decision-making. Work with our experts to customize general ledgers, accruals, and complex reports. Quick calculations? Check.

Geolocation Taxation

Automatically determine employees' state and local taxes based on home and work locations. View verified taxes, recommended changes, and taxes not needed.

Prorated and Retro Pay

View employees marked for prorated or retro pay, and easily calculate the amounts for payroll changes, whether it's in the middle of a pay period or for a previous one.

Pre-Process Register

Ensure paycheck accuracy with instant preview, revision, and verification your register prior to processing payroll

Employee Action Forms

Automate the process of requesting a change of status, position, or compensation, and obtaining the required levels of approval to make that change.

On Demand Payment*

With Paylocity Time & Labor, allow your employees to request a portion of their earned wages before payday. This provides employees increased financial flexibility—with minimal impact to your payroll process.

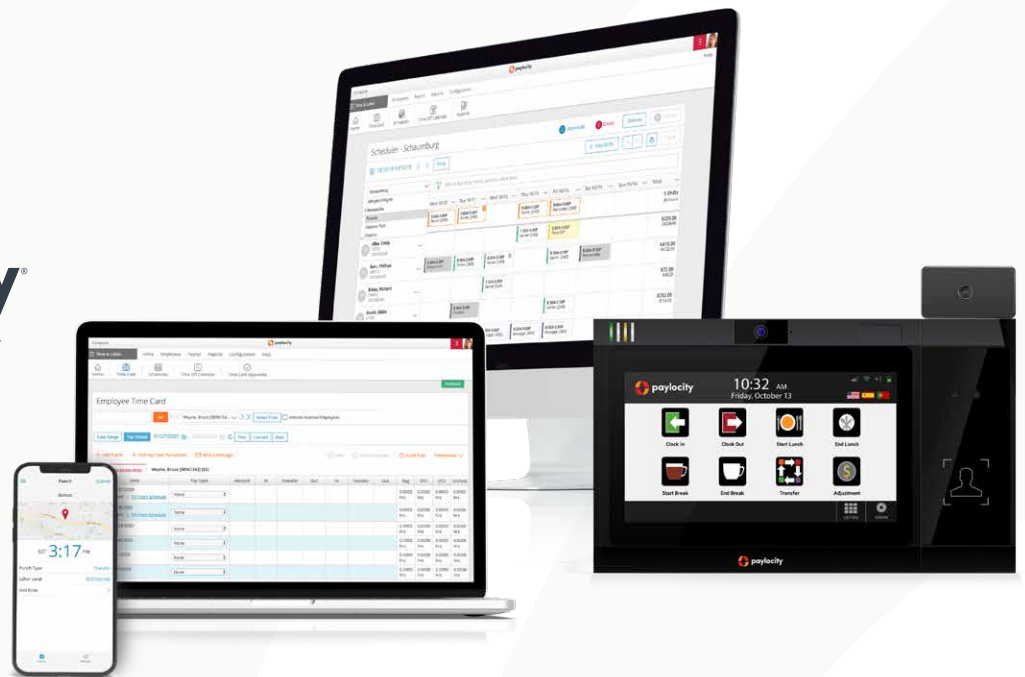
To see us in action, contact your **paylocity sales rep today!**

*\$500 is the maximum amount that can be requested, and within a given pay period, three is the maximum # of withdrawals

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workforce management

Maximize Workforce Productivity

The workforce is growing more diverse, beyond schedules, shifts, and exemptions. Tracking attendance and planning for labor needs is critical to your success.

Use our Workforce Management tools to get data insights on time and attendance to run your business more efficiently. And empower employees to handle daily needs, like clocking in and out. Take the manual work out of time tracking, while reducing compliance and health risks, and increasing productivity across the board.

More Time, Less Labor

Time and Labor

Regardless of your employees' compensation types, Workforce Management precisely tracks time and labor data — eliminating the need for manual tracking of accruals.

Attendance Points

Assign and track points for attendance occurrences such as tardiness, absenteeism, or misuse of breaks/meal periods, and view the points audit trail to see the last 30 days for all employees. Allow employees to see their points balance, if you choose.

Scheduling

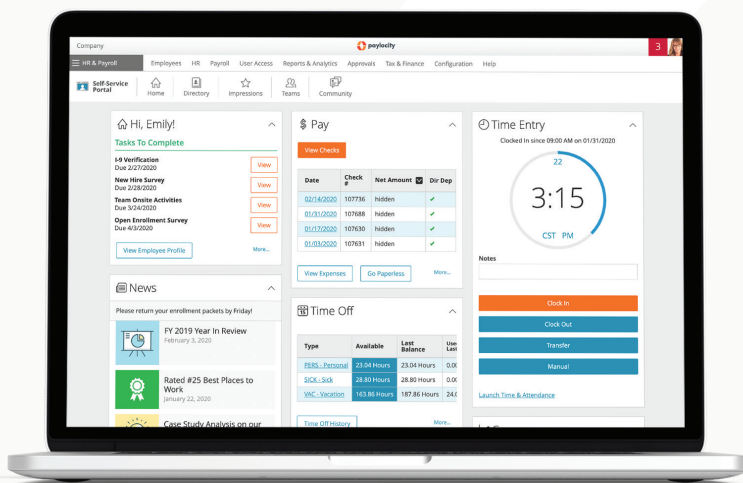
Automate schedule tracking by creating and adjusting work schedules as needed — including building policies such as duration, time between shifts, and availability — without having to manually correct necessary payroll data.

Reports and Dashboards

Access meaningful data and reports, such as a weekly summary of hours report or time-off summaries. Supervisor dashboards allow managers to view live status of schedules and track or fix employee exceptions like tardiness and missed punches.

Employee Access

Empower employees to observe schedules, request time off, view messages and recent punches—all from time clock kiosks, the Employee Self Service (ESS) portal, or the mobile app.



employee self service

Put It In Their Hands

Employees want easy access to their information. With Paylocity, give them secure, 24/7 access in one, convenient place.

They can view checks, request time off, clock in and out, update personal data, and collaborate and interact with each other. Supervisors benefit, too, with the ability to approve schedule changes or time-off requests. Keep your employees connected to the tools they need — and to each other.

Create a Consumer-Driven Employee Experience

Arm employees with personal payroll and HR details, company information, and each other with our Employee Self Service (ESS) Portal. Eliminate hours of manual work, extend critical payroll and HR resources, and ensure consistent communication.

Information On Demand

Available on both desktop and our mobile app, get secure, 24/7 access to essential data in one convenient place. With Paylocity, your employees will be able to:

- View paychecks, accruals, and tax documentation—and make direct deposit changes
- Receive a portion of earned wages before payday with On Demand Payment*
- Punch time cards digitally, and make and manage time-off requests
- Collaborate, interact, and collect feedback with Community, and search the staff directory
- Recognize co-workers with Impressions
- Access training in our Learning Management System*
- **Managers:** Approve changes, manage tasks, and access employee data from a single view. Route pay rate changes to necessary organizational levels for approval

Engage with Employees

Foster a culture of transparency, open dialogue, and engagement with the Self Service Portal's collaboration and communication tool, Community. Use Announcements to keep employees up-to-date on important company news, Polls for anyone in your organization to collect feedback quickly, and Groups to bring teams together by common interests.

Take ESS with You Using our Mobile App

Available for iOS and Android. Empower your employees to act, engage, and grow!

*Functionality determined by the Paylocity spaces your organization selects and enables

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BenefitMall – Simplifying Employee Benefits Administration

BenefitMall's mission is to provide personalized service and superior products to help Brokers deliver employee benefits more efficiently. Since 1980 we have been recognized as a leader in employee benefits administration in the Mid-Atlantic region, and we are proud to partner with you and your broker to administer your employee benefits.

Your broker partners with BenefitMall so that you can offer a wide range of products through multiple carriers with one easy-to-use system. BenefitMall will provide you with:

- **One Invoice** - consolidating multiple carriers on a single premium statement
- **One Premium Payment** - eliminating the need to send multiple checks
- **One Enrollment Form** - allowing enrollment with multiple carriers and products using a single form (*customization is available for larger employers and forms can be pre-populated at renewal*)
- **Employer Services Exchange** - providing employers and employees with real time access to view and manage your employee benefit program and view/pay bills online*
 - Integrated Payroll now available
- **Electronic Data Interchange (EDI) capabilities** - expediting the transmission of accurate enrollment information to multiple carriers
- **Dedicated Customer Service Representatives** - providing you with one point of contact for all your service needs
- **Quality Review Process** - assuring accuracy of enrollment and billing information
- **COBRA Administration Services** available

For additional information on how BenefitMall can assist you with the administration of your employee benefits program, please contact your broker.

*Payments can be made by business or personal check only.



Town of Upper Marlboro

Town Hall, 14211 School Lane
Upper Marlboro, MD 20772

Tel: (301) 627-6905
Fax: (301) 627-2080

info@uppermarlboromd.gov
www.uppermarlboromd.gov

Mailing address: P.O. Box 280 • Upper Marlboro, MD 20773-0280

MEMORANDUM

To: Board of Town Commissioners
From: Kyle Snyder, Town Administrator
Date: Friday December 18th, 2020
Re: Town Planned CIP Projects

Commissioners,

As we have been discussing over the past few months, staff have been working to identify and obtain quotes on the different large-scale purchases/projects that we anticipate the Town needing to make over the next ten years (spreadsheet attached). Historically the Town has simply included CIP projects in the operating budget, however in the upcoming Fiscal Year 2022 budget, Town staff are planning to create a separate CIP budget that will be passed alongside the regular operating budget. This CIP plan/budget will allow for financial forecasting, strategic grant application planning, and will incorporate a vehicle replacement program.

Definition of a Capitol Improvement Project (CIP): is a project that helps maintain or improve a City asset, often called infrastructure. Usually, to be classified as a CIP, a project must meet ONE of the following requirements (criteria):

- It is a new construction, expansion, renovation, or replacement project for an existing facility or facilities. The project must have a total cost of at least \$10,000 over the life of the project. Project costs can include the cost of land, engineering, architectural planning, and contract services needed to complete the project.
- OR -
- It is a purchase of major equipment (assets) costing \$50,000 or more with a useful life of at least 10 years.
- OR -
- It is a major maintenance or rehabilitation project for existing facilities with a cost of \$10,000 or more and an economic life of at least 10 years.

Funding: The current list of projects totaling nearly \$3 million over the next ten years, Town staff are working to identify a revenue stream that can be at least partially dedicated to funding the CIP plan over the next few FYs. Other sources to fund the CIP Plan are grants, speed/red light funding, or event low-interest state bond bill loans.

**The Town of Upper Marlboro
Capitol Improvement Program**

Project Name	Estimated Year	Estimated Cost	Town Funds	Other Funds	Other Fund Source (? means possibly source)
Downtown Streetscape	2021	\$100,000	\$0	\$100,000	2021 County DPW&T Project Grant?
Church Street Lot Parking Lot Green Updates	2021	\$120,000	\$0	\$120,000	2019 Bond Bill
Upper Marlboro Community Playground (P1)	2021	\$250,000	\$50,000	\$200,000	2019 DNR Grant
Residential Recycling Container Replacement	2022	\$20,000	\$20,000	\$0	
DPW Leaf Vacuum Purchase	2022	\$25,000	\$25,000	\$0	
DPW Dump Truck Purchase & Outfitting	2022	\$85,000	\$75,000	\$0	
2 Marked Ford Explorer Police Vehicles	2022	\$140,000	\$70,000	\$0	
Old Mill Road Paving Project	2022	\$150,000	\$100,000	\$50,000	2021 Bond Bill?
School Lane & Wilson Lane Roadway Project	2022	\$350,000	\$150,000	\$200,000	2021 Bond Bill?
Town Legislation Codification	2023	\$10,000	\$10,000	\$0	
Police Server and Body Cameras	2023	\$25,000	\$20,000	\$5,000	LGIT Body Camera Grant?
Welcome Signage Update	2023	\$50,000	\$50,000	\$0	
Downtown Pocket Park	2023	\$60,000	\$20,000	\$40,000	2019 Bond Bill, 2023 DNR Park Grant?
Police Office Trailer	2023	\$75,000	\$75,000	\$0	
Spring Branch Drive Repaving	2023	\$250,000	\$150,000	\$100,000	2021 Bond Bill?
Church Street Green Street & Repaving	2023	\$250,000	\$150,000	\$100,000	2021 Bond Bill?, Chesapeake Bay Partnership Grant?
Phase 2 Community Playground	2023	\$265,000	\$66,000	\$199,000	2020 DNR Playground Grant?
Cahn Memorial Entranceway Update	2024	\$10,000	\$10,000	\$0	
2 Marked Ford Explorer Police Vehicles	2024	\$140,000	\$140,000	\$0	
DPW Pickup Truck Replacement	2025	\$55,000	\$55,000	\$0	
DPW Garage Addition/Permeable Paving	2026	\$150,000	\$130,000	\$20,000	Chesapeake Bay Partnership Grant?
Rectory Lane Repaving Project	2026	\$250,000	\$250,000	\$0	
Police Vehicle Replacement (2 SUVs)	2027	\$140,000	\$140,000	\$0	
Total 10-Year CIP Improvements		\$2,970,000	\$1,756,000	\$1,134,000	



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MEMORANDUM

To: Board of Town Commissioners

From: Kyle Snyder & William Morgan

Date: Monday December 21st, 2020

Re: Town Tax Rate Discussion

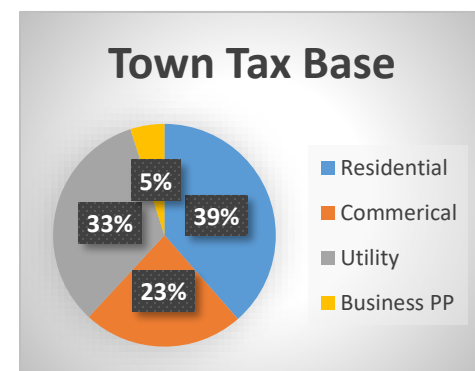
Commissioners,

As discussed, the Town of Upper Marlboro has the lowest residential property tax rate of the County's 27th municipalities by \$0.09, with the next 2nd lowest being the City of College Park (which does not have its own police department). Town staff have researched but cannot find the last date that the Town's residential property tax rate was adjusted; it has been at least several decades.

As you are aware, Mr. Morgan has been working with the accounting firm to overhaul the Town's finances, which has included reviewing finances and tracking spending patterns going back nearly a decade. After reviewing this information, the accounting firm has advised staff that the Town never recovered or made up for the nearly \$250,000 cut in annual income tax revenue since FY2016 and has needed to deplete the reserve fund for operational expenses since. The firm also advised that in order to pass a balanced budget, the Town would need to raise an additional \$200,000 in tax revenue in FY2022 just to provide the current level of services.

To assist the Board in evaluating the Town's tax rates, staff has prepared an overview of the County's 27 municipalities that provides an outline of the population, tax rate, size, and staffing levels for Commissioners to review and compare. While the Town has the 3rd lowest population, however our normal daytime population is nearly 5,000 due to the Courthouse. The also Town has a larger landmass than 11 of the other municipalities, meaning more roads to maintain, grass to cut, speeders to deter, and litter to collect. All these factors have been placing a strain on Town staff to do more with less every day.

If the Board chooses to make any modifications to the residential property taxes, it will not affect the residents until Fall 2021, which is when State, County, and Town property taxes are due to be paid to the County.



Overview of Prince George's County Municipalities
Sorted by population

Municipality	Residential Tax Rate	Square Miles	Population	Number of Police Staff	Number of Public Works Staff	Number of Code Enforcement Staff	Number of Gen Government Staff	Total Staff	Staff Per Capita	Number of Elected Officials
North Brentwood	0.44	0.11	554	4	0	1	3	8	0.014	3
Eagle Harbor	0.47	0.12	100	0	0	0	1	0	0	5
Fairmount Heights	0.46	0.27	1,524	3	?	1	4	9	0.004	7
Cottage City	0.57	0.28	1,357	5	?	1	2	8?		5
Landover Hills	0.52	0.37	1,648	6	?	1	1	8?		7
Brentwood	0.41	0.38	3,478	5	4	2	4	16	0.004	5
Edmonston	0.5748	0.42	1,491	8	2	1	2	13	0.008	5
Forest Heights	0.5473	0.47	2,571	10	3	1.5	4	18.5	0.007	7
Colmar Manor	0.97	0.48	1,461	5	?	1	2	8?		5
University Park	0.58	0.5	2,641	10	10	1	3	24	0.009	8
Morningside	0.78	0.57	1,289	8	4	1	1	14	0.01	5
Upper Marlboro	0.24	0.63	673	3	3	1	3	10	0.014	3
Mount Rainier	0.81	0.64	8,104	21	10	4	10	45	0.005	5
Berwyn Heights	0.53	0.69	3,261	10	8	2.5	4.5	25	0.007	5
Seat Pleasant	0.58	0.74	4,776	25	11	3	26	65	0.13	7
Capitol Heights	0.39	0.78	4,524	9	6	5	5	25	0.005	7
District Heights	0.8	0.86	5,984	11	6	3	14	34	0.005	7
Bladensburg	0.74	1	9,421	32	?	?	?	32?		5
Glenarden	0.3579	1.2	6,195	18	6	2	8	34	0.005	8
Cheverly	0.51	1.32	6,449	15	24	2	5	46	0.003	7
New Carrollton	0.6652	1.54	12,964	31	33	6	18	88	0.006	6
Riverdale Park	0.65	1.6	7,225	31	9	2	10	52	0.007	7
Hyattsville	0.63	2.7	18,243	63	48	13.5	30.5	155	0.0084	11
Laurel	0.71	4.84	25,834	91	41	10	49	191	0.007	6
College Park	0.32	5.68	32,196	0	53	12	61	126	0.004	9
Greenbelt	0.8275	6.29	23,280	70	57	6	102.7	235	0.01	7
Bowie	0.4	20.55	58,682	90	141	9	179	419	0.007	7

Created 12.20 by the Town of Upper Marlboro



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY

Racial Equity: Getting to Results



by Erika Bernabei



LOCAL AND REGIONAL
GOVERNMENT ALLIANCE ON
RACE & EQUITY

This resource guide is published by the Government Alliance on Race and Equity, a national network of government working to achieve racial equity and advance opportunities for all.

AUTHOR

Erika Bernabei

INTRODUCTION AND SUPPLEMENTAL TEXT

Government Alliance for Race & Equity

WITH THE SUPPORT OF

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INTRODUCTION

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Currently across the country, regardless of region, racial inequities exist across every indicator for success—including health, criminal justice, education, jobs, housing, and beyond. We know these inequities are incongruent with our aspirations. The Government Alliance on Race and Equity (GARE), a joint project of the Haas Institute for a Fair and Inclusive Society at the University of California, Berkeley and Center for Social Inclusion, recognizes that we can and must do better. We know that government has a key role in advancing racial equity, and therefore are modeling at the local level how it is truly possible for government to advance racial equity and to develop into an inclusive and effective democracy.

We know change is possible with intentionality and focus. We must recognize that from the inception of our country, government at the local, regional, state, and federal level has played a role in creating and maintaining racial inequities. Though we've made many strides toward racial equity, policies and practices have created and still create disparate results—even if the intention to discriminate is not present. Despite progress in addressing explicit discrimination, racial inequities continue to be deep, pervasive, and persistent across the country. We are at a critical juncture with an exciting new role for government—to proactively work for racial equity.

Our goal goes beyond closing the gaps; we must improve overall outcomes by focusing efforts on those who are faring the worst. Deeply racialized systems are costly for us collectively and depress outcomes and life chances for communities of color. To advance racial equity, government must focus not only on individual programs, but also on policy and institutional strategies that create and maintain inequities. GARE uses a six-part strategic approach geared to address all levels of institutional change.

Six-Part Strategic Approach to Institutional Change

Normalize

- Use a racial equity framework
- Operate with urgency and accountability

Organize

- Build organizational capacity
- Partner with other organizations and communities

Operationalize

- Implement racial equity tools
- Be data-driven

Normalize

1. Use a racial equity framework: Jurisdictions must use a racial equity framework that clearly articulates our vision for racial equity and the differences between individual, institutional, and structural racism—as well as implicit and explicit bias. It is important that staff—across the breadth and depth of a jurisdiction—develop a shared understanding of these concepts.

2. Operate with urgency and accountability: While it is often believed that change is hard and takes time, we have seen repeatedly that when we prioritize change and act with urgency, change is em-

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braced and can occur quickly. The most effective path to accountability comes from creating clear action plans with built-in institutional accountability mechanisms. Collectively, we must create greater urgency and public will in order to achieve racial equity.

Organize

- 1. Build organizational capacity:** Jurisdictions need to be committed to the breadth and depth of institutional transformation so that impacts are sustainable. While elected leaders and other top officials are a critical part, change takes place on the ground. We must build infrastructure that creates racial equity experts and teams throughout local and regional government.
- 2. Partner with other institutions and communities:** The work of government on racial equity is necessary but not sufficient. To achieve racial equity, government must work in partnership with communities and other institutions to achieve meaningful results.

Operationalize

- 1. Implement racial equity tools:** Racial inequities are neither natural nor random—they have been created and sustained over time. Inequities will not disappear on their own; tools must be used to change the policies, programs, and practices that perpetuate inequities. Using this “Focusing on Racial Equity Results,” along with other tools, such as our **Racial Equity Tool**, will help us to achieve better results within our communities.
- 2. Be data-driven:** Measurement must take place at two levels—first, to measure the success of specific programmatic and policy changes, and second, to develop baselines, set goals, and measure progress towards goals. It is critical that jurisdictions use data in this manner for accountability.

Racial equity means that we no longer see disparities based on race and we improve results for all groups. We believe that in order to disrupt our nation's deep and pervasive inequality of opportunity and results, generate new possibilities for community ownership of government, and establish a new narrative for a truly inclusive democracy, it is essential to transform government. Indeed, in order to advance racial equity and success as a nation, we must transform government.

Prior to using this resource guide, you might want to familiarize yourself with some of GARE's other tools.

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- **Advancing Racial Equity and Transforming Government: A Resource Guide to Put Ideas into Action**
- **Racial Equity Toolkit: An Opportunity to Operationalize Equity**
- **Racial Equity Action Plans: A How-to Manual**

If you are not familiar with GARE's work and theory of change, you may want to start with the Advancing Racial Equity resource guide.

This work builds on the work of numerous other organizations, including the People's Institute for Survival and Beyond, Race Forward, Western States Center, the Haas Institute for a Fair and Inclusive Society, and many others. This issue paper also aligns with and builds upon Results-Based Accountability™ (RBA), developed by Mark Friedman.

We have intentionally lifted up the importance of centering racial equity within an RBA framework. We have seen too many cases where not doing so reinforces structural racism. Many planning or evaluation tools were designed within environments of institutional or structural racism. When we fail to name and center race, though we may be well-intentioned, we will reinforce racial inequities. Getting clear about racial equity first, then using a powerful tool like RBA flips the status quo on its head—it shifts the power to drive toward racial equity. Only through the use of a structured process will we achieve transformative results, shifting the very foundation of the institution we seek to change. By developing a clear racial equity lens first, we provide a foundation for a racial equity-centered RBA process that facilitates improved results.

BEGIN WITH THE DATA

Often, the work of identifying, collecting, and using qualitative and quantitative data to inform community change processes is left to staff or partners doing work behind the scenes. But, as noted in the **Racial Equity Action Plans manual**, the role of identifying, collecting, and using data must be shared and owned by community leaders and the early adopters (or Core Team) of staff responsible for developing a plan of action.

The design and usefulness of the data will hinge on whether transparent, proactive data analysis and use become a part of the culture of your group. This is different from the compliance structures often required in funding reports or the deficit orientation affixed to communities of color because of poor outcomes. The use and analysis of data are about empowering you to make good decisions—and to advance racial equity.

Using a racial equity-centered RBA process requires you to use the same amount of rigor in your work with and in communities of color as you would put into any other endeavor. Racial equity implementation must be just as disciplined, albeit with different results. This requires, as noted in the Racial Equi-

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ty Action Plans manual, that every activity you pursue is specific, measurable, attainable, relevant, and timely.

There is a difference between experimentation and deliberate testing of ideas designed to disrupt and shift those practices that create racially inequitable results. When community is authentically engaged in the work, it becomes clear when something is a good idea and when a particular action lacks alignment with community values and goals. Furthermore, when the data trend goes in the wrong direction, authentic, trusting relationships with the group will encourage and empower people to seek solutions rather than assign blame. An anti-racist, racial equity-focused Results-Based Accountability™ framework is one of many tools that can help you to move your plans forward in a disciplined way that is structured for equitable results. The next section will give you more information about RBA.

WHAT IS RACIAL EQUITY-CENTERED RESULTS-BASED ACCOUNTABILITY™?

Results-Based Accountability™ (RBA) is a tool that starts with the desired results and works backwards towards the means, to ensure that your plans work toward community results with stakeholder-driven implementation. This disrupts historic patterns of “doing what we’ve always done, because we’ve always done it that way.” That way of work, done with the best intentions, does not produce the racial equity we demand in our communities. RBA also helps distinguish between population level (whole groups) indicators, that are the responsibility of multiple systems and take a long time to shift, and performance measures (activity-specific) that organizations can use to determine whether what they do is having an impact.

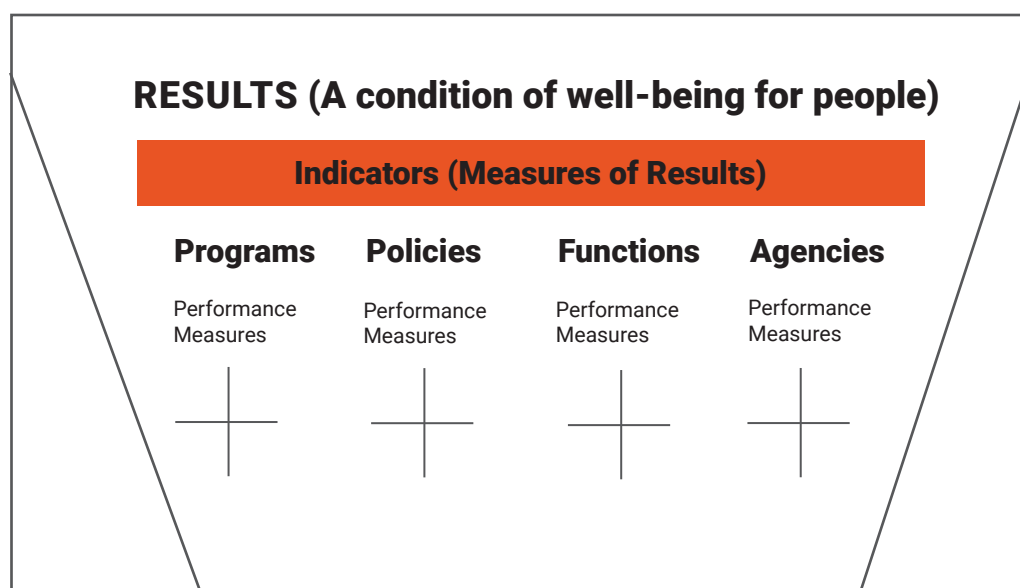
Tools are not the work, but they are a part of the work. The following guide will help you begin the process of using a powerful tool, Results-Based Accountability™ that incorporates a racial equity lens.

The overarching RBA framework shows a relationship between Results, Indicators, and Activities. The orange bar in the diagram separates the population level results and indicators that are the responsibility of many systems over time; below the orange bar are the activities for which jurisdictions can develop performance measures and hold themselves accountable. The activities below the line should contribute to the change toward which the jurisdiction aims. The illustration on the next page visualizes what that looks like.

To start, Results-Based Accountability™ uses seven primary steps, also called questions of population accountability.

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POPULATION ACCOUNTABILITY: START AT THE END

1) What are the desired results ?

First, you need to be clear about what desired racial equity conditions you and your group want to see in your whole community. This requires the recognition that the whole community cannot experience well-being when communities of color experience it at disproportionately lower rates. Results focus on a city, county, or state and are articulated as positive conditions of well-being—such as people are healthy in [city], or Latino children are ready for school in [state]. This requires you to think about the larger context—toward the transformation of systems to get equitable results for communities of color. Because changing results is a bigger responsibility than any one agency can shoulder, you need institutional, agency, and community partners to accomplish your goals.

For example, Portland, Oregon's statement "Develop planning and sustainability solutions that eliminate racial disparities thereby creating prosperous, resilient, healthy, and affordable communities for all Portlanders" includes four results toward which the Bureau of Planning and Sustainability's planning and sustainability solutions aspire: prosperity, resilience, health, and affordability. In order to get to those results, the Bureau will have to partner with other groups. The first step, then, is for your group to determine results.

Fill in the following statement: "We want families/communities that are..."

These statements should be positive (i.e. "healthy" versus "not sick"). They should also be about the condition itself, not a choice or possibility of a condition, (i.e. "educated" versus "the opportunity or to be educated")—allowing the choice to be built in to the condition. Saying "the opportunity" reinforces notions that community members experience disparate outcomes because of choices they make rather than as a result of institutional and/or structural racism.

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2) What would the result look like?

The next step is to answer the following question: What would this result/condition of well-being look like if you experienced it in the community? What would it physically look like? What would it feel like?

This question should be answered in a culturally relevant, contextualized manner that is connected to the vision you have for racial equity. The question is not about any community, but about this community. You should ask yourself, whose vision does this picture reflect? Does it reinforce a deficit orientation about behaviors or does it authentically reflect what a result means to that city/county/state/community?

3) What are the community indicators that would measure the desired result?

The next step is to identify community indicators, of the population-level result(s). Indicators may not be quick to move because they should be community-level measures that reflect generations of policy and systems failures that have produced racial inequity. Nevertheless, they are powerful measures that focus and hold your efforts accountable to population-level systems change over time.

These measures might look similar to others across the country, but once you disaggregate the data by race and ethnicity and review it, they tell a unique story about a particular community.

The group should keep ambitions practical and identify a small number of indicators on which to concentrate; it is easy to get distracted or avoid work when taking on too much at once. You can use some of the guiding questions outlined in the **Racial Equity Action Plan manual** to help identify the most relevant indicators.

- What needs or opportunities were identified during the information-gathering phase of this process?
- What does our organization define as the most important racially equitable indicators?
- What are some known racial inequities in our organization's field?

Indicators are large-scale measures like unemployment rates, chronic disease rates, or academic achievement rates. Because of the scope and scale of the collection, population level data often comes from federal, state, city, or county government or agencies, university partners, or Census data.

Once the group has identified the indicators that they would like to measure, partners should be identified to decide: (a) how to get this data, (b) how it can be disaggregated by race and ethnicity, and (c) with what regularity the data can be produced.

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THINKING THINGS THROUGH: A SAMPLE DIALOGUE

Upon reviewing data that show a gap between the diabetes rates of white and African American residents of a city, a facilitator asks, “Why is the rate of diabetes so much higher for X residents?” A person might say “because X eat poor quality, sugary foods.” If the process ended there, it would not get at the root causes of the issue, and would also reinforce the assumptions some people make about the “choices” people make. Instead, the facilitator would ask the group, “But why?” and someone might say, “because it is cheap,” to which the facilitator might ask “so why would X people in city buy cheap food?” This might prompt the group to talk about the economic inequality wage and employment difference, or food deserts/the lack of access to healthy foods by neighborhood. A final “why?” might bring the group to identify historical, structural racism in the context of that community.

4) What do the data tell us?

Your group then needs to look at the data trend for each indicator, disaggregated by race/ethnicity and whatever relevant demographic breakdowns matter to your work, while asking “what would happen if we did nothing different?” Longitudinal indicator trends can help you see the racially disproportionate results for communities of color over time, and therefore past data is critical at this point in the process.

Then, facilitators will help the group to uncover the root causes behind the data trend, asking the group, “why does the trend look like this?” and for each answer, they should ask “why” three to five more times to move past superficial understandings of racial inequity and get to the underlying causes.

During this part of the process, you need to maintain discipline to dig into the root causes represented by indicator data trends. The review of data trends and analysis of root causes of racial disparity are critical to setting the stage for the rest of your work with your group. The process must be facilitated by someone skilled at pushing back on views that reinforce individual responsibility and shifting the focus to institutional and structural racism, and able to actively surface the historic and present-day root causes underlying the assumptions. This is most effective when there are two facilitators in a multiracial team who can use their understanding of racial equity; individual, institutional, and structural racism; and power and politics to lead the conversation.

For example, when seeking root causes, some participants will likely state assumptions about people’s behavior that presume that all people, when they make choices, start on an even playing field. This often comes up when reviewing health data and child-related data on parenting—(i.e., assuming that

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people make bad eating, purchasing, or parenting choices that cause poor outcomes). It is critical to understand structural and institutional racism and how it plays out in people's lives, and to use a root-cause analysis to understand underlying causes of disparities and to disrupt deficit thinking.

When done well, root-cause analysis produces the foundation upon which all actions and next steps are built. When done poorly, it causes confusion and tension in the group. When insufficient time is spent on root-cause analysis or it is skipped over, groups revert back to the same actions that they have used in the past rather than working with new processes or partners that would change results.

5) Who are your partners?

After you've completed your root-cause analysis, your group should consider which partners you should work with in order to reach your goals. As noted in the **Racial Equity Action Plan manual**, in order to do systems change work, government must partner not only with community leadership, but also with a range of types of institutions. The group should consider:

- other government agencies;
- local government leadership;
- nonprofits;
- philanthropy;
- community-based advocacy and community organizing groups;
- the private sector; and
- any other partners that would be required.

For each of the identified partners, the group should also determine their role ("Why are they important? What are they needed for?"), and when it would be effective to bring that partner into the effort so as to phase the work strategically. Identify partners from other institutions whose participation will ensure that you have impact in your priority communities. Representatives from community-based organizations and grassroots community groups bring a more holistic understanding of inequities, as well as innovative solutions.

The group should also challenge itself to identify "unlikely suspects" or partners that have been avoided in the past—these might well be the exact partners you need in order to produce the results you seek. In addition, consider current partners and how they might expand or change what they are doing, allowing all options to be on the table. To reach impact, it is critical to set a culture of transparency about past performance by current partners.

Even if the group cannot yet determine how to engage a needed partner, the process of identifying strategic partners allows us to determine what we need, and prevents us from falling back on business as usual. Making the connection with the partner is a separate step that can come at a later time.

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6) What works to change the data trend towards racial equity?

When determining what might work to transform results in your community, begin by having brainstorming sessions. No one program or policy will change an entire result, but any can be a good starting point.

Results-Based Accountability™ starts with these categories of ideas:

- **Low-cost, no-cost ideas:** free or nearly free ideas that members of the group identify. Because these solutions are not resource dependent, they may help the group get started more quickly than other activities that require money.
- **Community knowledge:** ideas and solutions that are culled from the wisdom and experience of residents and community members who have already informally tried out actions and have found them to be effective.
- **Promising practices:** solutions that are not considered “evidence-based” because they haven’t been rigorously studied, but that people in or outside of the community have tried that show promise.
- **Evidence-based practices:** actions that research has shown to be effective.
- **Out-of-the-box/“Imagine if” ideas:** ideas that may seem unorthodox or nontraditional but that just might work. With a diverse partnership come a diversity of ideas, and RBA believes that the more initial ideas the better. Creative, out-of-the-box ideas that relate to the root cause analysis can be particularly impactful.

Ask the group to think about the city/county/state’s current policies and service systems, and how they maintain or reinforce structural racism. During this part of the process, the group considers all actions—from policy changes or implementation to new, client-level programs with the end of decreasing racial disparities. Remember that the root causes they have already identified will inform their brainstorming.

The group should identify a large number of actions in each of the categories above in a judgment-free zone. The brainstorm is not a research project for evidence-based practices, although that can be a part of the brainstorming process. The brainstorm is a way to gather the ideas that have the best chance of impacting indicators at the macro-level.

7) What actions should you start with?

Once you’ve recorded the brainstorm, the group should use the following RBA criteria to determine which actions to begin with:

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- **Values:** Is it strengths-based, people-centered, and culturally relevant/anti-racist? Does it advance a racial equity agenda?
- **Leverage:** How likely is it to change the trendline? What additional resources for change does it activate?
- **Reach:** Is it feasible? Will it actually benefit communities of color experiencing racial inequities?
- **Specificity:** Does it have a timeline with deliverables that answer the questions *who, what, when, where, and how?*

The **Racial Equity Action Plan manual** highlights action and accountability; in this large-scale, whole-community work, action commitments are critical to holding the group accountable. You should make action commitments at the end of each meeting to ensure that actions and new partnerships move forward. Action commitments require each member of the group to personally commit to one action related to moving indicators, and complete it by an agreed-upon deadline. People should report on progress on these actions at the beginning of every stakeholder meeting.

PERFORMANCE ACCOUNTABILITY FOR ACTIONS: THE ROAD TO GETTING RESULTS

The hard work begins after the groundwork has been laid. For each community indicator, the group has already identified a set of actions. Now, as noted in the Racial Equity Action Plans manual, facilitated action planning sessions—within departments, across departments, and sometimes with nonprofit or other partners—help to refine the potentially broad set of actions. The Core Team should bring population-level indicators and results to these sessions and begin to build a performance plan.

Whether your actions are department-level policy changes, or changes to nonprofit programming, each need a set of performance measures to ensure that the action or activity is crafted to decrease racial disparities. RBA's seven steps of performance accountability will guide your action refinement and your development of performance measures.

1) Who do you serve?

For each action, the group working on that measure must first identify the intended beneficiary. Identifying who you serve (whether an institution, people, a group, or a system) helps you gain clarity about the intended impact of your work and not attempt to make people accountable for change outside their scope of work. For example, some actions will impact community members directly (i.e. parenting program); some will impact other kinds of stakeholders, such as elected officials (i.e. policy brief development), board members (i.e. training), or internal staff (i.e. use of a Racial Equity Toolkit policy).

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2) What is an action's intended impact?

This simple question, articulated as a measure, is the most critical part of performance accountability. This is the difference between doing business as usual, which has produced racially inequitable results for generations, and being accountable for the impact of our work.

Begin by having the group answer these questions:

- How would I know if this action worked?
- What is the intended impact?
- How would I know if anyone is "better off" as a result of it?

These answers will inform the development of performance measures that will be critical to measuring the impact of your work. The three performance measures are:

- How much did you do? (Quantity, number of clients and/or activities)
- How well did you do it? (Quality, percentage of activity that was of high quality, percentage of common measures of appropriate/high quality)
- Is anyone better off? (Impact, number or percentage change in skills/knowledge, attitude/opinion, behavior, or circumstance)

For example, a "better off" skills/knowledge measure might be the percentage of people that participated in an activity that have gained knowledge of their rights. An attitude/opinion measure could be the percentage of people that feel empowered as a result of an action. A behavior measure might be a change in the percentage of school attendance rate. And a circumstance measure could be the percentage working in family-sustaining wages as a result of a new employment policy.

You can sometimes expect to experience skepticism from community members. Remember, there are many reasons why communities of color might not trust government. Restoring trust will require time and government must demonstrate a long-term commitment and a willingness to partner in responsive, engaging, and power-sharing new ways. Internal to government, some staff may be skeptical as well; some may have seen similar conversations or initiatives come and go. Similar to working with community, building trust with employees of color will require demonstrated commitment from leadership over the long term.

3) What is the quality of the action?

It is essential to use metrics that measure the quality of the strategy in ways that span the gamut from cultural relevance, language access, and participation rates to more technical measures of staff training and staff-to-client ratio.

THINKING IT THROUGH: QUESTIONS TO ASK

Just because something is “evidence-based,” or should work, does not mean that it will work. A perfect, high-quality replication of an evidence-based service in your community does not mean that it is an impactful solution. You must ask yourself: Is it culturally relevant? Does it take into account community values? Was it selected with an eye to the root causes of racial inequity? If so, evidence-based practices can be part of the solution as long as you pay attention to the associated “better off” measure. But merely being evidence-based does not guarantee positive change, and some can have neutral or detrimental impacts in communities, and others might result in overall improvement, but still result in increases in racial disproportionalities. It is important to maintain a focus on closing racial inequities, as well as lifting up results for all.

The main purpose of this group of metrics is to ensure that action is being done well. If the “better off” measures show no change, quality measures sometimes tell us why we are not having an impact. Alternately, just because the action is being implemented in a high-quality manner, does not mean that the “better off” data will move in the right direction.

You can see how all three types of measures relate in this RBA graphic on page 16 (from Mark Friedman’s *Trying Hard is Not Good Enough*):

4) What is the story behind the data?

Much of what was noted in population level accountability section for step four is the same for each performance-level action identified in your process. We recommend that you review that section again at this point. Even when groups select actions that they believe will address root causes at the population level, it is critical to regularly review data at the performance level and ask “why?” This is where the rubber hits the road on racial equity. This is the difference between perpetuating systemic failures to address racially disproportionate outcomes and disrupting them.

5) Who are the partners with a role to play?

Again, this step is similar to the process at the population level, but it is often skipped at the action level. Generally, identifying partners after looking at data helps organizations fill in service, policy, and community gaps.

Internally, organizations often fail to think about the partners that would make their work more effective. This can be because of ego, resources, or time. This failure causes them to continue business as usual, and prevents them from having the thought partners at the table that would allow them to take their

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How much did we do?	How well did we do it?
# Clients/people served # Activities (by type of activity)	% Common measures (e.g. client staff ratio, workload ratio, turnover rate, staff morale, % staff fully trained, % clients seen in their own language, unit cost) % Activity-specific measures (e.g. % timely, % clients completing activity, % correct and complete)
Is anyone better off? #/% Skills/knowledge (e.g. parenting skills) #/% Attitude/opinion (e.g. toward drugs) #/% Behavior (e.g. school attendance) #/% Circumstance (e.g. working, in stable housing)	

work from good to transformative. If you are committed to racial equity, partners are critical to doing work differently, because they can expand and accelerate impact. Organizations cannot afford to stay siloed any longer—multiple systems impact people and their efforts need to be coordinated and effective.

Again, think about all of the types of partners named in step five in the population part of this tool and consider who is needed, in what role, and when to move the work.

6) What works to have greater impact?

After you've reviewed data on any action, it is time to use it. If you do not use the data, you perpetuate the same practices that have contributed to racial inequities all along. When things are not going well, or as planned, or the data does not show impact, remember that you have already identified root cases and know that it takes time to see change. You should begin by thinking about how you might change the action. Start by reflecting on the lessons learned within the agency's experience, but also think about what works in other parts of the community and in other communities—as well as formal best practices/evidence-based practices that you can use or adapt. This may require you to consider the requirements of funding streams, contracts, and evidence-based

THINKING IT THROUGH: EQUITY REQUIRES COMMUNITY INSIGHT

To ensure maximum fidelity between the data and the intended impact of an action, ensure that community leadership is in the room for data reviews and root-cause analysis. Sometimes data looks like it is having an intended impact, but you need community residents or people on the receiving end of the implementing a solution to identify the “why?”—or the unintended consequences of “success.” For example, new residents in a community may increase the number of business opportunities/jobs, hence increasing employment in the neighborhood. It is critical to notice/track the beginning stages of that increase in new residents to see whether it is moving into gentrification, displacing existing residents or businesses, or if businesses are selling goods that are affordable to the existing community. Community leadership is best positioned to flag these root causes of otherwise neutral-seeming actions or other things “under the radar.” Community insight is also necessary when designing and refining solutions—so make sure to have them at the table.

models—balancing what is required of you with what you believe will work to change systems. While it can be hard to change or stop existing practices, change can produce improved results.

7) What are the next steps?

To figure out the next steps, you will need to ask and get answers to specific questions:

- Who will do what, by when?
- What resources are needed to get it done?
- Is this a long-term action that needs time or can it be done tomorrow?
- What is the active role of community leadership in making these decisions?

A commitment to action, just like in the population level process, is critical. The more precise the better, and they must be written.

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A COMMITMENT TO RACIAL EQUITY AND BETTER RESULTS

A Racial Equity-focused Results-Based Accountability™ (RBA) in and of itself is not the work; authentic and principled engagement with community is the work. If a tool could accomplish the hard work of transformative public systems change that would produce better results for communities of color, jurisdictions would have solved racial inequities. On the other hand, without tools and a disciplined and focused way of doing work, communities can unintentionally perpetuate inequity by relying on goodwill and intellect alone. In places like Fairfax County and Dubuque, and many places around the country, hard work is underway—laying the foundation for systems change by investing in both a common understanding of racism and tools for transformative change.



CASE STUDY: DUBUQUE, IOWA

Dubuque, Iowa, a majority white community with disproportionately poor results based on race and ethnicity, is building the public will and institutional ability to look at racially-disaggregated data to inform decisions. They have been embedding the RBA framework into their already-evolved racial equity-focused work on advancing housing equity, and building a local model from which other groups can learn. In addition, Dubuque is investing in empowering and developing the ability of local direct-service staff and managers to use disaggregated data to improve results for people of color in real time. They believe that when lawyers, social workers, and managers themselves do this work with data, it helps them internalize the related values and skills over time, and they can apply those learnings more directly to their work. Dubuque is modeling how smaller, disproportionately white communities across the country can deliberately build a foundation using a racial equity lens—and embed a disciplined approach to use data to change systems.

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CASE STUDY: FAIRFAX COUNTY, VIRGINIA

In July, 2016, the Fairfax County Board of Supervisors and School Board adopted the One Fairfax Resolution envisioning an opportunity-rich community in which everyone can participate and prosper. This resolution provides the vehicle to understand how issues of equity impact all Fairfax County residents and directs the development of a racial and social equity policy—at its core—to be applied in the planning and delivery of all public services and investments. The policy, once adopted, will facilitate the use of equity tools to ensure that equity becomes an intentional point of consideration in decision-making and resource-allocation processes. A cross-systems (County and Schools) Executive Leadership Team, along with an inter-disciplinary, multi-agency policy development workgroup was convened and charged to develop the policy and recommendations regarding the infrastructure necessary for implementation and sustainability. Meaningful metrics, supported by an accountability structure that bridges the County Government and the Public School System will ensure common terminology, disaggregated data standards, and “better off” measures to evaluate progress towards achieving racial and social equity. Finally, and importantly, to redefine public engagement in ways that affirm effective democracy through implementing inclusive actions, processes, and structures that build community capacity and reflect the diversity of all residents. Fairfax County is working hard to make their vision for racial and social equity a reality with and for the community.

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Across the country, governmental jurisdictions are:

Making a
commitment
to achieving
racial equity

Focusing on
the power
and influence
of their own
institutions

Working in
partnership
with others

**When this occurs, significant leverage
and expansion opportunities emerge,
setting the stage for the achievement of
racial equity in our communities.**

