



TUESDAY, APRIL 7, 2020
CITY OF COLLEGE PARK

VIRTUAL MEETING

Please check meeting notice and City calendar for participant information

WORKSESSION AGENDA
7:30 P.M.

COLLEGE PARK MISSION STATEMENT

The City Of College Park Provides Open And Effective Governance And Excellent Services
That Enhance The Quality Of Life In Our Community.

Time		Item	Staff/Council
7:30		Call To Order	
		City Manager's Report	
		Amendments To And Approval Of The Agenda	
Discussion Items			
7:35	1	Presentation by the Purple Line Corridor Coalition Housing Action Team on its report, "Housing Action Plan to Preserve Affordability along New Light Rail Route in Montgomery and Prince George's Counties" (30) Guests: <ul style="list-style-type: none"> • Maryann Dillion, Executive Director, Housing Initiative Partnership, Inc. (HIP) • Joseph Williams, Senior Program Director, Enterprise Community Partners, Inc. 	District 3 County Council Member Dannielle Glaros
8:05	2	Discussion of Detailed Site Plan and Declaration of Covenants for Knox Road Development (Greystar) (30)	Terry Schum, Director of Planning
8:35	3	Request for School Facility Surcharge Exemption for Knox Road Development (Greystar) (20)	Bill Gardiner, Assistant City Manager

8:55	4	Discussion of response to Maryland Department of Planning State Clearinghouse for Intergovernmental Review for University of Maryland, College Park proposal to demolish six apartment-style residence halls known as Old Leonardtown, located at 4608, 4610, 4624, 4642, 4644, and 4646 Norwich Road in College Park (20)	Terry Schum, Director of Planning
9:15	5	Discussion of a City Emergency Declaration Resolution in response to the COVID-19 Pandemic (20) <i>Possible Special Session to vote on time-sensitive matters</i>	Scott Somers, City Manager
9:35	6	Discussion of emergency assistance to Meals-On-Wheels and the College Park Community Food Bank, and discussion of other potential assistance to local businesses, due to the impacts of the COVID-19 Pandemic (45) <i>Possible Special Session to vote on time-sensitive matters</i>	Bill Gardiner, Assistant City Manager
10:20	7	Requests for/Status of Future Agenda Items	Mayor and Council
10:25	8	Mayor and Councilmember Comments	Mayor and Council
10:30	9	City Manager's Comments	Scott Somers, City Manager
	10	ADJOURN	
	11	Information Report: City process for review/appeal of parking tickets - Bob Ryan, Director of Public Services	
	12	Status Report: City's security camera program and vendor - Bob Ryan, Director of Public Services	
	13	Information Report: Final 2020 Legislative Report	

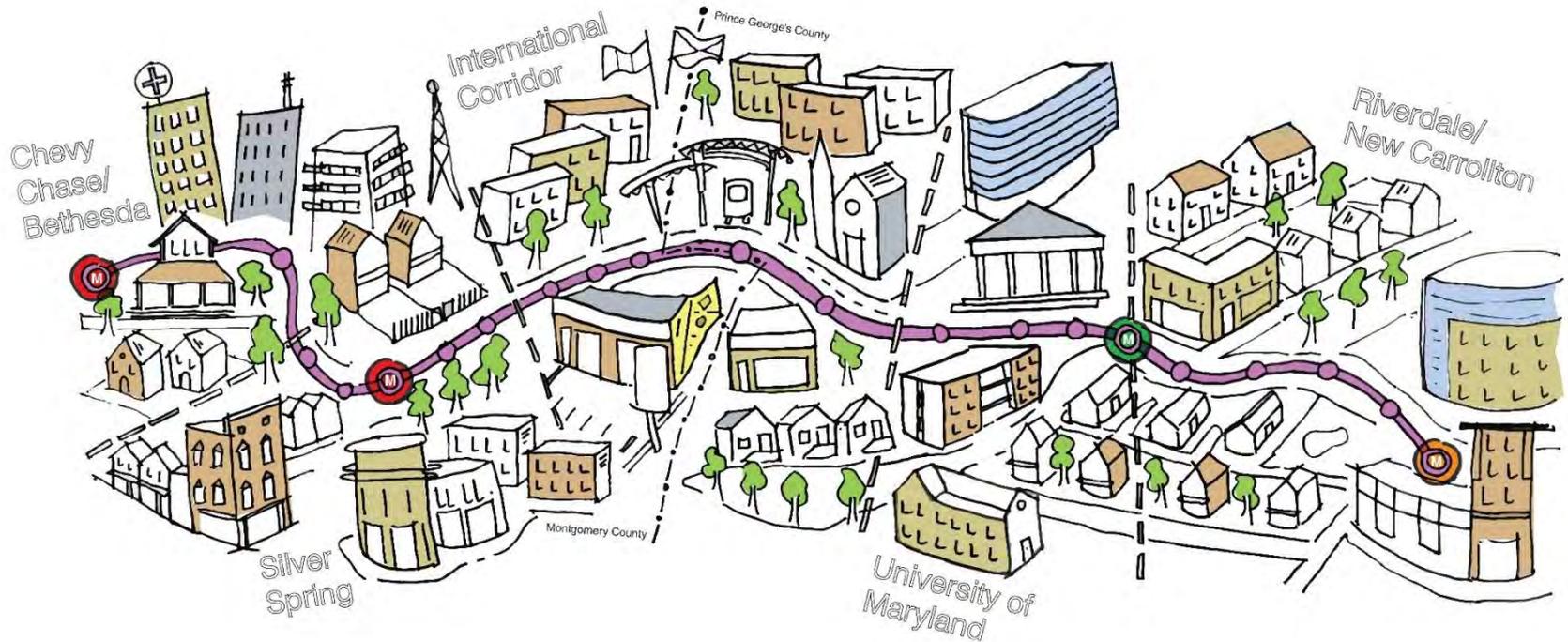
This agenda is subject to change. Item times are estimates only. For the most current information, please contact the City Clerk. In accordance with the Americans with Disabilities Act, if you need special assistance, please contact the City Clerk's Office and describe the assistance that is necessary. City Clerk's Office: 240-487-3501

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PRESENTATION Purple Line Corridor Coalition Housing Action Plan

Housing Action Plan

City of College Park



To share with you today



- **Background of the PLCC**
- **About the PLCC Housing Team**
- **Housing Action Plan**
- **Recommendations**

What is the PLCC

- Founded in 2014
- Engages, organizes and aligns many partners from diverse sectors in a shared vision to create and sustain this unique Purple Line transit corridor
- Serves as a model for committed and equitable community development
- Ensure the Purple Line creates equitable, sustainable, & culturally appropriate development that enhances the livability of communities along the corridor.
- Achieve these goals via Community Development Agreement

Background of the PLCC

PLCC Community Development Agreement

Signing Event November 2017

Commitment (Non-obligatory)

Signatories:

County Governments

UMD President

Local planning agencies and
municipalities

Dozens of community interest groups,
tenant organizations, business
coalitions, houses of worship, land
use and policy organizations, transit
nonprofits



About the PLCC Housing Team



Our Shared Community Development Goals

- **Business**
 - Diverse, locally established businesses prosper both during and after the construction period.
- **Workforce**
 - Workers in the corridor are well-trained, grow in number, and are well-matched with employers in skills and location.
- **Housing**
 - Housing opportunities are available for people of all incomes in communities throughout the corridor, especially current low- and middle-income, and transit-dependent residents.
- **Community**
 - Vibrant & sustainable communities enhance health, culture, & a sense of place.

About the PLCC Housing Action Team



Work of the PLCC Housing Action Team



- CASA • Coalition for Smarter Growth (CSG) • **Enterprise Community Partners** • **Housing Initiative Partnership (HIP)** • **Kaiser Permanente**
 - Montgomery County Planning Department • Montgomery County Department of Housing and Community Affairs • **MHP** • National Center for Smart Growth • Prince George's County Council Administration
 - Prince George's County Department of Housing and Community Development • Prince George's County Planning Department C Purple Line NOW • And more!
- (co-chairs)**

PLCC Housing Action Plan April 2020

Work of the PLCC Housing Action Team



- Leverage Our Collective Impact (Cross-Sector / Cross-County)
- Actions and Leadership Required by ALL Coalition Members
- **Support existing residents and ensure that at a minimum, the corridor maintains at least 17,000 units of housing affordable to households earning 60% of the regional AMI**
- Build and Maintain a Diverse Housing Market
- Mitigate Market Disruptions
- Foster Home Ownership

Cost Burden in the Corridor

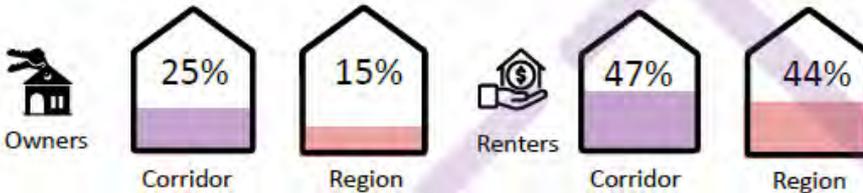


Cost Burden in the Corridor:

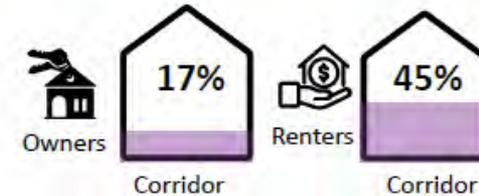


Households paying over 30% of their income on housing are considered cost burdened. Renters and owners along the corridor are already cost burdened at rates greater than the regional average.

Households that are cost burdened across the corridor



Households earning \$70,000 or less and paying more than 30% of income on Housing across the corridor



On average, PLCC households face greater housing cost burden than others in the region.



Preserving Prince George's existing affordable units is critical

	DHCD's 60% AMI rent level	Prince George's				Prince George's within one mile of Purple Line			
		Total units	Average rent	Total Units-rent below 60% AMI	Percent of units below AMI	Total units	Average rent	Total Units-rent below 60% AMI	Percent of units below AMI
Studio	\$1,231	3,070	\$1,092	2,264	74%	681	\$1,119	334	49%
1BR	\$1,319	41,016	\$1,219	26,821	65%	6,474	\$1,169	4,835	75%
2BR	\$1,582	45,319	\$1,449	31,630	70%	6,630	\$1,434	4,769	2%
3BR	\$1,828	11,058	\$1,733	7,186	65%	1,032	\$1,617	628	61%
4BR	\$2,040	2,341	\$1,532	530	23%	1,429	\$1,255	3	0.2%
Totals		102,804		68,431	67%	16,246		10,569	65%

Affordable rental stock (Source: NCSG analysis of 2018 CoStar data)

About the PLCC Housing Action Team



Leverage other housing & economic development efforts



Federal Transit Administration TOD Planning Grant
2018-2020
Led by NCSG with MTA



Housing Preservation Study
Fall 2019
Led by Montgomery County DHCA



Accelerating Investments for Healthy Communities
2019-2021
Led by Kaiser Permanente



Housing Opportunities for All Workgroup
Established 2019
Led by Prince Georges County



Housing Opportunities for All Comprehensive Housing Strategy
2019-2029
Led by Prince Georges County



Advocacy and Education
Ongoing
Led by Casa de Maryland



JPMC PRO Neighborhoods CDFI Investment
2019
Led by Enterprise CP, NHT, LEDC

Purple Line Caucus

Timing TBC
Led by City, County, State Elected Officials

PLCC Housing Action Plan April 2020

Housing Action Plan (HAP)

Community Engagement

- 10-month process in 2019 to develop first HAP
- 12+ sessions with public sector, developers, community & faith-based partners, and residents
- Online survey & online comment period



HAP Recommendations



Three categories:

- 1) Ensuring there is a diverse mix of housing options by **producing more housing, rehabilitating those that need repair and preserving homes that are already affordable.**
- 2) Formalizing **collaboration and communication between jurisdictions and across sectors.**
- 3) **Improving PLCC engagement** across members and with local community organizations to address emerging housing issues and to communicate our progress.

A. Preserving and Expanding Opportunities for Housing to All



Implementation Time line

2019 2020 2021 2022 HAP Ref

Item	2019	2020	2021	2022	HAP Ref
1. Deepen Commitment to tenant protections					X
• Increase legal protections from eviction	✓	✓	✓	✓	
• Increase inspections to ensure that housing units are safe and maintained in good condition	✓	✓	✓	✓	
• Resource and support collaboration across tenant protection advocacy efforts.	✓	✓	✓	✓	
2. Grow and align existing affordable housing funding resources to prioritize the Purple Line					X
• Increase housing trust funds in both counties	✓	✓	✓	✓	
• Seek Purple Line prioritization of state resources	✓	✓	✓	✓	
• Aggressively pursue additional funding for the Purple Line	✓	✓	✓	✓	
3. Accelerate strategic acquisition and redevelopment opportunities					X
• Implement Right of First Refusal program in Prince George's County	✓	✓	✓	✓	
• Prioritize redevelopment of surplus PGC land for workforce housing	✓	✓	✓	✓	
• Amend multi-family tax abatement programs in both counties for affordable housing developers	✓	✓	✓	✓	
4. Support current homeowners to rehab and remain in their homes					X
• Establish loan rehabilitation program in Montgomery County	✓	✓	✓	✓	
• Pilot Housing Rehabilitation Assistance Program	✓	✓	✓	✓	
• Long-Term Affordability program in Prince George's County	✓	✓	✓	✓	
5. Expand opportunities for current renters to purchase a home affordably					X
• Provide additional down payment support to low-income Purple Line homeowners	✓	✓	✓	✓	
6. Reduce the barriers to developing mixed-income neighborhoods					X
• Finalize Adoption of Transit-Oriented Development zoning in Prince George's County	✓	✓	✓	✓	
• Clarify Purple Line Predevelopment Process for equitable TOD in both counties	✓	✓	✓	✓	
• Launch Prince George's County Purple Line Inclusionary Zoning Pilot	✓	✓	✓	✓	
7. Preserve and modernize smaller rental properties					X
• Expand the MHP Apartment Assistance program	✓	✓	✓	✓	

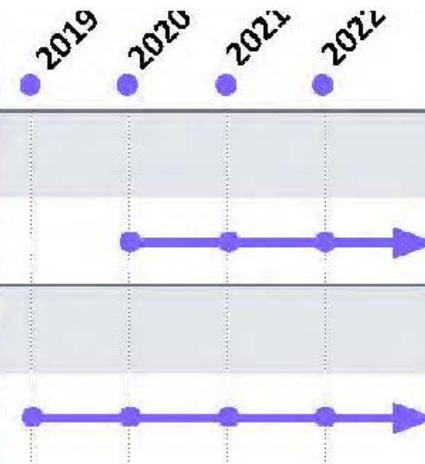


HAP Recommendations

B. Commit to Greater Cross-County Coordination



Implementation Time line



HAP Ref

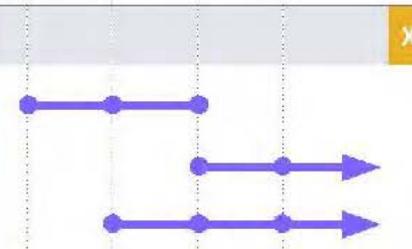
Recommendation	Progress	Timeline	HAP Ref
8. Prioritize coordinated action and improved communication in the Takoma Langley Area <ul style="list-style-type: none"> Formalize coordination between and within government and community partners 	● ● ✓ ✓ ● ✓	2019 - 2022	X
9. Market and coordinate across Purple Line Jurisdictions to attract private investment <ul style="list-style-type: none"> Create and convene a PLCC Opportunity Zone Advisory Group 	● ● ✓ ✓ ● ✓	2019 - 2022	X

HAP Recommendations

C. Building PLCC Capacity to Achieve Housing Goals

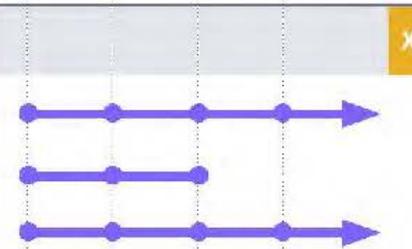
10. Foster collaborative culture and leadership

- Formalize HAT structure, decision making, and clarify diversity, equity and inclusion principals
- Create a PLCC Community Liaison Position
- Grow Resources to Support Community Leadership and Engagement



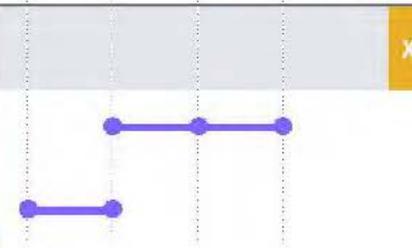
11. Hold ourselves accountable

- Maintain PLCC Housing Benchmarking Metrics and Require an Annual Corridor Rental Survey
- Create an Underutilized Lands Inventory
- Create a Development Pipeline Tracking and Multi-family Preservation Work Group



12. Research Critical housing issues and emerging trends

- Research applicability of Land Banking and/or Community Land Trusts
- Establish process for advancing future Housing Action Team endorsed research topics



HAP Recommendations



“This plan is a living and working framework that will evolve with the coalition. As the coalition grows, the plan will evolve in new ways that help improve the lives of people and their communities.”

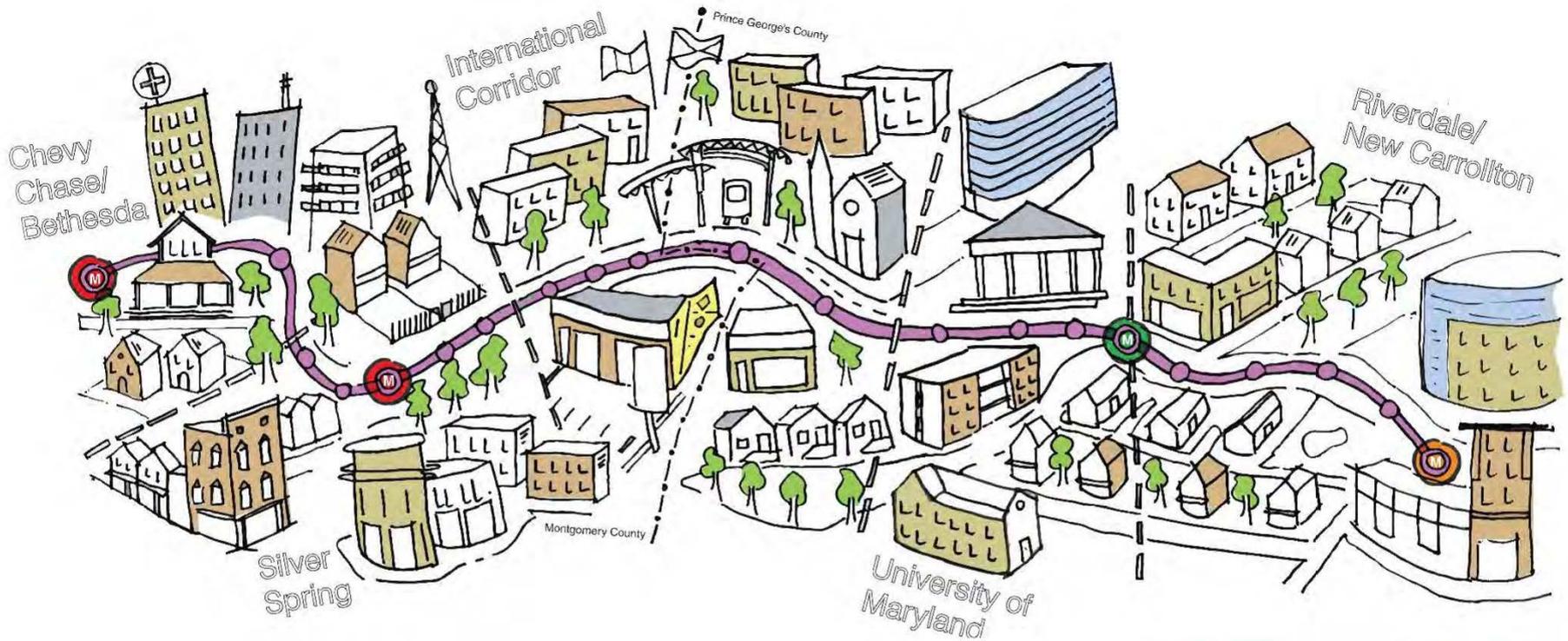
Additional Information



Purple Line Corridor Coalition
<http://purplelinecorridor.org/>

Housing Action Plan – Full Report in English; Summary Report in English and Spanish
<http://purplelinecorridor.org/housing/>

Thank You!



PLCC Housing Action Plan April 2020

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Detailed Site Plan for Knox Road Development (Greystar)

CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM



Prepared By: Miriam Bader, Senior Planner

Meeting Date: April 7, 2020

Presented By: Miriam Bader

Proposed Consent: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: DSP-19037 for Knox Road Development, Greystar

Strategic Plan Goal: Goal # 3 – High Quality Development and Reinvestment

Background/Justification:

The Applicant (Greystar) is requesting Detailed Site Plan (DSP) review for property located north of Knox Road, approximately 127 feet west of the intersection of Knox Road and US-1/Baltimore Avenue. The purpose of the DSP is to construct a mixed-use student housing project containing 341 units/788 beds, 23,847 square feet of retail space and an underground parking structure with 248 parking spaces. The subject site currently contains approximately 14,796 square feet of retail space and surface parking. As part of the application, the Applicant is requesting modifications to the US 1 Corridor Sector Plan Development District Standards and a Departure from parking and loading standards. The Planning Board is scheduled to hear the DSP on April 30th. The City staff report is attached.

Fiscal Impact:

The project provides more intensive development of the site which will generate an increase in City property taxes. The Applicant is requesting City support for a waiver of the Prince George's County School Facilities surcharge. The Applicant has not requested a City Revitalization tax credit.

Council Options:

1. Recommend approval of DSP-19037 with conditions per City Staff Report.
2. Recommend approval with different conditions.
3. Recommend disapproval.

Staff Recommendation:

#1

Recommended Motion:

I move that the City Council recommend approval of Detailed Site Plan-19037 with conditions as contained in the City Staff Report

Attachments:

1. City Staff Report with Conditions
2. Detailed Site Plan Submittal Link: https://www.dropbox.com/sh/ycgy81rssy8syzf/AAB_fy7JSx8oD-1Xqr5xYUHja/3-26-2020%20REV?dl=0&subfolder_nav_tracking=1
3. M-NCPPC Technical Staff Report Link may be available April 17th:
[www.pgplanning.org/Planning Board/Agendas.htm](http://www.pgplanning.org/Planning_Board/Agendas.htm)

City Staff Review and Recommendation

Detailed Site Plan 19037

Knox Road Development

Located on the north side of Knox Road, approximately 127 feet west of US-1

Project Description

This request is for Detailed Site Plan (DSP) approval for property bounded by Knox Road to the south, Lehigh Road to the north, South Campus Commons student housing to the west and existing commercial development to the east. The Applicant, Greystar GP II, LLC, proposes to raze existing commercial structures and a surface parking lot to construct a mixed-use, student housing apartment building containing 341 dwelling units (788 beds), 23,847 square feet of retail space and an underground garage with 248 parking spaces. The property is zoned Mixed-Use Infill (MUI) with Development District (DDOZ) and Aviation Policy Area (APA-6) Overlays. A departure request has been submitted with the DSP application to allow for an additional 4 compact car parking spaces above the maximum permitted. In addition, the Applicant is requesting several alternative development district standards from the 2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment (Sector Plan).

The site consists of two lots to be combined into one 1.65-acre parcel. A preliminary plan of subdivision (4-19028) was approved by the Prince George's County Planning Board in November 2019. A separate Mandatory Referral (MR) application has been submitted to M-NCPPC to address off-site improvements on University of Maryland property. Some of these are briefly discussed in this report.

Summary of Development History

The subject property is owned by UMCPF Property IV-B, LLC and UMCPF Property IV-C, LLC, an affiliate of the Terrapin Development Company (TDC). TDC is a joint venture real estate and economic development entity between the University of Maryland College Park and the University of Maryland College Park Foundation. TDC selected Greystar as the site developer after a Request for Proposals (RFP) process.

Existing development includes six eating and drinking establishments, a 7-Eleven convenience store, a nail salon and a UPS store. All of the existing buildings are one story in height. There is a private driveway, Sterling Place, that extends north/south through the property providing a vehicular connection between Lehigh Road and Knox Road. The existing buildings are located on the east side of Sterling Place and a surface parking lot is on the west side.

Central US 1 Corridor Sector Plan Vision

According to the Sector Plan, the subject site is located in the Downtown area within the

Walkable Node (WN) character area and adjoins the Walkable Node University (WNU) area to the west. The Sector Plan defines both WN and WNU areas as consisting of higher-density mixed-use buildings that accommodate retail with fairly small blocks and wide sidewalks and buildings set close to the frontages (p. 228). The main difference between the WN and WNU development standards is the principal building height allowed. WN allows a maximum height of 6 stories while WNU allows a maximum height of 10 stories.

Comment: The applicant argues, and staff agrees, that the designation of WN and WNU character areas in the Sector Plan is somewhat arbitrary. The Sector Plan also states in Policy 2, Strategy 2 on page 67 that “Areas targeted for student housing...should have building heights between four and ten stories in height.” Staff agrees that this is an appropriate location for student housing within these height limitations.

Primary and Secondary Streets

This is an infill project that will be built between Knox Road (a public road) and Lehigh Road (a private road). According to the Sector Plan, Knox Road is designated as the primary frontage and Lehigh Road as the secondary frontage. The Applicant requests a modification to the Sector Plan development standards to designate Sterling Place (a one-way private road) as a primary street for Building Orientation. However, for purposes of Building Form, the Applicant recognizes Knox Road as the primary building frontage.

Comment: Staff does not support the Applicant’s request to designate Sterling Place as the primary frontage street for this development. Appropriate modifications from the Development Standards that rely on Knox Road as the primary frontage road should be requested.

Architecture

The development consists of two buildings that are connected on the north end with a 40-foot wide section that spans Sterling Place. There will be two levels of parking underground in two separate parking garage areas that do not connect and 8-9 stories above consisting of ground floor retail and residential. A landscaped, residential courtyard/patio is provided on the 2nd floor of the western building. The west side of Sterling Place shows 7 retail storefronts and the east side shows 5. From Lehigh Road, there is access to one of the retail spaces and to a fitness center that is a private amenity space. There is one access door on Knox Road for the retail space at the southeast corner of Knox and Sterling. The Applicant is pursuing LEED Silver certification as required in the Walkable Node. The building façade consists of a mixture of off-white and dark gray architectural façade panel and dark gray composite metal panel for the residential portions of the buildings (levels 2-9) and retail storefront windows framed by dark bronze and dark gray metal panels and dark gray brick at the ground level.

Comment: The Applicant is requesting a height modification from the maximum height limit of 6 stories to allow 8 and 9-story buildings. Based on the topography of the site, the western building at 8 stories will appear to be the same height as the adjoining South Campus Commons building. The eastern building, at 9 stories, will appear more like 8 stories. It would be preferable for the eastern building to step down in order not to overpower the existing one-story retail that

fronts Route 1. In lieu of a step down in height, a more generous step back of the eastern façade or another approach to reduce the aesthetic impact along Baltimore Avenue should be considered.

At the time of Preliminary Plan, the City Council recommended the Applicant “extend 1st floor retail shopfronts along Knox Road east of Sterling Place and provide direct public access to Knox Road.” The Applicant has expanded the storefront glazing along Knox Road and provided a double door on Knox Road east of Sterling Place but no additional retail space has been provided. The Applicant replied that they could not extend 1st floor retail along Knox Road due to steep topography (p. 30, Statement of Justification) and could not move the loading zones to Knox Road. To enhance the retail along Knox Road, Staff recommends the use of clear glass windows and extending the dark gray, composite metal panel system (PNL-06) used for the retail storefronts on the southeast corner of Knox Road and Sterling Place to match the height of the retail storefront on the west side of Sterling Place. This will make a more symmetrical and prominent gateway entry to Sterling Place.

Access, Circulation, Site Design

Vehicular Access

Vehicular access to the project from Knox Road will be via Sterling Place which will travel one way north to Lehigh Road. Lehigh Road will be one-way east for 95-feet until the entrance to the main parking garage. Lehigh Road west from Baltimore Avenue will allow 2-way traffic to the main parking garage (233 spaces) and will remain right-in, right-out. Limited parking (15 spaces) for residents will be provided from Knox Road at the western side of the project.

Comment: Since Lehigh Road abruptly changing from 2-way to one-way may be hazardous, Staff recommends signage be installed such as a “No Through Street” sign at the intersection of Lehigh Road and Baltimore Avenue and a “Do Not Enter” sign where Lehigh changes to one-way west of the parking garage entrance. Also, appropriate roadway markings need to be provided to denote one- and two-way traffic. For pedestrian safety and to protect storefronts, Staff recommends that decorative bollards be placed along both sides of Sterling Place as no curbs are proposed to be built.

Pedestrian Access

Residents will be able to access the building on foot at the northwest corner of the building which is the closest corner to campus and from an entry on the north end of Sterling Place. As part of the required Bicycle-Pedestrian Improvements (BPIS), the Applicant is proposing to reconstruct an existing staircase located between Montgomery Hall to the north and South Campus Commons to the west. This staircase will be 30-foot wide connecting on the west to an existing 5-foot wide campus sidewalk and on the east to a new sidewalk along the north side of Lehigh Road extending to US 1. A 5-foot sidewalk is provided on the south side of Lehigh Road along the building frontage but this does not appear to be ADA accessible. The staircase will include a bike trough to allow students to walk bicycles on the stairs, but also does not appear to be ADA accessible. The grand staircase is an off- site improvement that will be reviewed as part

of the mandatory referral process.

Comment: At Preliminary Plan, City Council recommended the Applicant “provide a plan for reconstruction of Lehigh Road that shows the following: minimum 22-foot drive aisle for 2-way traffic, removal of all pull-in parking, [and] a minimum 6-foot wide sidewalk on north side to connect Grand Stair to Baltimore Avenue.” The Applicant is proposing to meet and exceed these improvements (p. 30-31 of SOJ) by eliminating the head-in parking, constructing an ADA compliant sidewalk on the north side of Lehigh and widening Lehigh Road to 26 feet. To improve pedestrian safety, crosswalks and ADA curb ramps should be provided at all driveway intersections along Lehigh Road.

Vehicular and Bicycle Parking

Based on the number of dwelling units and the amount of retail, 413 parking spaces are required. The Sector Plan allows a reduction in the number of parking spaces for mixed-use development by applying a shared parking factor of 1.2, reducing the number of required parking by 66 spaces for a total required 339 spaces. The Applicant is requesting a modification of 91 parking spaces to be allowed to provide 248 parking spaces. The Applicant’s justification for reducing the number of parking spaces is based on two factors. First, the housing is designed for students who will be walking distance from the campus. Other comparable student housing projects reflect similar ratios of parking spaces per bed (see table on page 27 of the Applicant’s Statement of Justification). Second, public parking is located within close proximity to the project.

Regarding bicycle parking spaces, 114 spaces are required, and 164 bicycle parking spaces will be provided (18 exterior and 146 interior).

Comment: Staff supports the Applicant’s modification request to reduce residential parking spaces due to location of the project close to campus. However, Staff recommends that the required 72 retail parking spaces be designated as such and separated from residential parking. Staff supports the Applicant providing 50 extra bicycle parking spaces; however, Staff needs a better detail to explain the bicycle parking located south of the Lehigh Road parking garage (is it fully enclosed, how is it accessed). Staff also requests that a bike/scooter share parking area be provided along Sterling Place or Lehigh Road.

Loading

Four loading spaces are required and four are being provided within two loading and service areas off of Knox Road. The eastern loading dock is exclusively for loading and garbage pick-up while the western loading dock is also an entrance to a small underground resident-only parking facility serving 15 cars.

Comment: At Preliminary Plan, the City Council recommended “at the time of DSP submission, the Applicant give consideration to...[relocating] the easternmost loading dock on Knox Road to Sterling Place or identify another less impactful solution and restrict hours of operation.” The Applicant responded in their Statement of Justification, p. 30, that they have “explored all other alternatives to loading.” They looked at loading on Sterling Place and Lehigh Road but it proved

infeasible due to large vehicle turning radius requirements and topographical constraints such as needing to provide storm water management facilities at the lowest point on the site. Since the Applicant could not identify a less impactful location for their loading, they are proposing to restrict loading hours to between 5 am - 9 am and include an artistic treatment on at least one entrance door. Staff recommends that a detail be provided for both the loading dock doors and that a public art feature (matched with city funds) be provided elsewhere on site.

The loading docks are designed for trucks to pull-in and back-out onto Knox Road. There is no turn-around space inside. The two-way arrows shown on the Site Plan should be removed to accurately reflect the proposal.

Staff is also recommending the following:

1. All loading activities shall be performed within the loading dock area or private roads and shall at no time block the sidewalk or Knox Road.
2. Two bollards shall be placed at the entrance to each loading zone that are signed “loading zone.”
3. No loading zone identification signage shall be placed above the loading zone.
4. Table-top crossings shall be placed at the loading dock entrances at the same height as the adjoining sidewalk to favor pedestrian traffic.
5. The western loading dock shall be labeled resident parking only.

Landscaping

The Applicant is required to meet the Tree Canopy Coverage requirements, the residential requirements for multifamily, and the sustainable landscaping requirements. These are shown to be met on Sheet L0002 by providing 27 shade trees, 4 ornamental trees and 7 existing shade trees but these are not shown on the actual landscape plans.

Comment: The Applicant explained via phone that they are planning to meet these requirements off-site. Staff does not support this interpretation of the landscape ordinance and is recommending compliance with the landscape ordinance.

Streetscape

The Sector Plan requires the provision of sidewalks, street trees, pedestrian lighting and amenities such as bicycle racks, benches and trash receptacles along street frontages (Knox and Lehigh). Sterling Place is a private roadway and is exempt. The Applicant is proposing decorative paving and catenary (suspended) lighting 15-feet over Sterling Place.

The Landscape Plan shows Knox Road will have 5 street trees and 8 streetlights. And Lehigh Road will have 7 street trees (3 on the south side and 4 on the north side) and 6 streetlights (2 on the south side and 4 on the north side). The Site Plan shows 3 bike racks (for 6 bikes) on Knox Road and 3 on Lehigh Road.

Comment: The landscape plan shows compliance with the amount and spacing of street trees and pedestrian lights on Knox Road and Lehigh Road but more details such as the type of trees

and type of lighting needs to be provided. Alumlite lighting fixtures are required along US-1 frontage and is recommended for Knox Road. The SOJ mentions seating and trash receptacles provided on Knox and Lehigh but these were not shown on the Landscape Plan or Site Plan. The Site Plan should be amended to show all street furniture including Sterling Place.

Departure from Parking and Loading Standards

The Applicant is proposing to provide 86 compact parking spaces (8' x 16.5'). A standard parking space is 9.5' x 19'. Section 27-559 of the Zoning Ordinance allows up to one-third of the required number of parking spaces in any parking lot to be compact parking spaces. Since 248 parking spaces are being provided, no more than 82 should be compact spaces. Therefore, the Applicant is requesting a Departure of 4 compact parking spaces. Section 27-548.25 (e) permits an Applicant to request a departure and authorizes the Planning Board to grant departures should the Applicant meet the departure criteria.

Comment: The Applicant addresses all the Departure criteria in their SOJ in pages 32-37. Staff supports the Departure request reasoning that it is better to provide more compact spaces than to reduce the overall number of parking spaces. According to the Applicant, providing additional parking spaces is limited due to the parking being underground, extreme site topography, and parking garage structural constraints.

Modifications to Development District Standards

The Applicant is requesting the following modifications from the development district standards:

*Indicates the Applicant did not request the modification but it is needed.

Standard	Required	Proposed	Recommendation
Building Form, Primary and Secondary Streets (p. 231)	Knox Road is Primary Street	Sterling Place	Don't Support; This is not an appropriate modification request since the Sector Plan establishes the orientation to be used.
Building Orientation (p. 231)	Knox Road is Primary Street	Sterling Place	Don't Support
Side yard setback (p. 234)	0-24 feet	34 feet on east side (Due to unique lot shape)	Support
Building Height (p. 234)	Maximum Height 6	8-9 Stories	Support
*Lot Coverage (p. 234)	80% maximum	91.4%, Applicant did not include Sterling Place, as required, in their calculation (defined on page 271 of Sector Plan).	Don't Support
Parking (p. 239)	72-Retail 341-Residential Total 413 spaces, reduced to 339 with shared parking factor	248 total, not designated retail and residential	Support reduction in residential parking spaces but retail parking requirement (72 spaces) should be met.
Parking Access (p.241)	Maximum width of access drive 22 feet wide	24 feet wide since parking garage access and loading dock. Wider width to accommodate turning radius of large trucks	Support
Loading Spaces (p. 242)	Locate at least 30' from public sidewalk so not visible from street.	Eastern loading spaces are five feet from sidewalk but inside building and screened with garage door.	Support with conditions.

RECOMMENDATION

Approval of DSP-19037 and the Departure request to increase by 4 the number of compact parking spaces subject to the following:

1. SUPPORT the following alternative development district standards, some with conditions, as noted below:
(Note: The page numbers are referenced in the *2010 Approved Central US 1 Corridor Sector Plan and Sectional Map Amendment*)
 - *Not requested by Applicant but needed.
 - a. **Building Form, Character Area 5a, Walkable Nodes** (page 234)- To allow an increase in the eastern side yard setback from 24 feet to 34 feet.
 - b. **Building Form, Character Area 4, Corridor Infill** (page 234) – To increase building height from 6 stories to 9 stories.
 - c. **Building Form, Parking Spaces** (page 239) - To allow a reduction of 91 parking spaces.
 - d. **Building Form, Parking Access** (page 241) – To increase western loading dock access by 2 feet. **Loading Spaces** (page 242) – To allow loading space to be visible from street.
2. DO NOT SUPPORT the following alternative development district standards:
 - a. ***Building Form, Primary and Secondary Streets** (page 231) – To designate Sterling Place as the Primary Street.
 - b. **Building Orientation** (page 231) – To allow buildings to face Sterling Place and not the public realm.
 - c. ***Building Form, Character Area 5a, Walkable Nodes** (page 234) – To increase lot coverage from 80% maximum to 91.4%.
3. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Site Plan to:
 - a. Show a bike/scooter share parking area along Sterling Place or Lehigh Road.
 - b. Provide ADA-compliant curb cuts and crosswalks, where needed, and tabletop crosswalks along all Knox Road entrances.
 - c. Remove two-way arrows shown at the loading docks.
4. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Architectural Plans to:
 - a. Provide a detail of the artistic treatment proposed for the two loading dock doors on Knox Road to be reviewed and approved by Park and Planning and City staff.
 - b. Indicate that retail glass windows will be clear glass.

- c. Increase the height of the dark gray composite metal panel system (PNL-06) above the retail space on Knox Road east of Sterling Place to match the height of this treatment on the west side of Sterling Place.
 - d. Designate/label 72 retail only parking spaces in the garage.
 - d. Provide a detail or note to clarify the bicycle parking architecture located at the eastern façade.
 - e. Provide at least 1 electric car-charging station.
 - f. Consider providing a more significant step back on the eastern façade to minimize impact on one-story retail and Route 1 viewshed.
6. Prior to certification of the Detailed Site Plan, the Applicant shall revise the Landscape Plans to:
- a. Show compliance with Landscape Ordinance on-site.
 - b. Show compliance with streetscape requirements by locating and providing details for amenities such as streetlighting, trash cans, bike racks, and seating areas.
 - c. Upgrade landscape submittal to include labeling and a landscape schedule.
 - d. Install decorative bollards along both sides of Sterling Place.
 - e. Install a “No Through Street” sign at the intersection of Lehigh and Baltimore Avenue, a “Do Not Enter” sign where Lehigh changes to one-way west of the parking garage entrance and appropriate pavement marking to designate one-and two-way traffic.
 - f. Install two bollards at the entrance to each loading zone that are signed “loading zone.”
7. Prior to certification of the Detailed Site Plan:
- a. Amend the sign plan to provide more details of the type of signs to be used that demonstrate compliance with the Sector Plan, specifically indicating that panelized back lighting will not be used. Add a sign to the western entrance on Knox Road indicating Resident Parking Only. Eliminate loading zone signage above the loading docks.
 - b. Provide a concept plan for improvements to Southgate Park including additional landscaping, lighting and site furnishings.
7. Prior to building permit, the Applicant shall provide a letter from the Maryland Aviation Administration (MAA) and/or the Federal Aviation Administration (FAA) that demonstrates compliance with Zoning Ordinance Section 27-548.42 (Aviation Policy Area (APA-6) Height Restrictions-no obstruction over 198-feet Above Mean Sea Level) or obtain a variance in compliance with COMAR 11.03.05.06 with a finding that the height does not endanger the public health, safety and welfare, or revise the site plan to lower the height of the building to be compliant.
8. Prior to Planning Board approval, execute a Declaration of Covenants Agreement with the City that includes, at a minimum, the following provisions:

- a. Acknowledgement of responsibility for maintenance in the Knox Road right-of-way for pedestrian light fixtures, landscaping, and sidewalks.
- b. Standard language to protect City revenue sources if the property is sold to a non-taxable entity (PILOT).
- c. Provision of public art which can be matched by City funds (up to \$15,000).
- d. Prior to building permit, provide and record an easement for public access on Knox Road between right-of-way and face of building.
- e. Evidence of LEED or equivalent certification.
- f. Restricting loading hours and providing measures for City enforcement. All loading activities shall be done within the enclosed loading dock area and not on Knox Road and shall not block the sidewalk.

3

Request for School Facility Surcharge Exemption for Knox Road Development (Greystar)

**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**



Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: April 7, 2020

Presented By: Bill Gardiner
Assistant City Manager

Proposed Consent: No

Originating Department: Planning

Issue Before Council: Request for School Facility Surcharge Exemption for Knox Road Development (Greystar)

Strategic Plan Goal: High Quality Development and Reinvestment

Background/Justification:

Prince George's County currently applies a School Facilities Surcharge to new residential development inside the beltway of \$9,035 per unit. This surcharge covers anticipated increases in public educational services required to accommodate the residents generated by this new development and is considered an impact fee. Waivers and reductions of the fee have been provided for certain types of residential development and to incentivize multi-family development in certain areas. The estimated School Facilities Surcharge for this project (341 units) is about \$3 million.

State legislation adopted in 2003 allowed private sector student housing built near the University of Maryland to be exempt from this surcharge based on its limited or no impact on public schools. All eligible student housing projects built in College Park since this time have received the exemption. The legislation was amended several times over the years. In 2016, with the support of the City, State law was changed so that in College Park only graduate student housing projects were eligible for an exemption. In 2019 the legislation was amended again and the following language was adopted:

"To promote the goals of the University District Vision 2020, as that vision or plan may be amended from time to time, on recommendation of the City of College Park, the governing body of Prince George's County, by resolution, may exempt some or all of the school facilities surcharge for undergraduate student housing built west of US Route 1, north of Knox Road, and south of Metzert Road."

Legal counsel for the Greystar project submitted a letter (attached) requesting that the City recommend to Prince George's County that an exemption of the school facilities surcharge be approved for this student housing project. The project is being built as student housing targeting University of Maryland students and will be fully furnished and leased by the bed. The project would qualify under the law to receive an exemption.

The City Council considered a similar request for the Northgate student housing project in January 2020. The City Council approved sending a letter (attached) to the County Council recommending a partial waiver.

Fiscal Impact:

The School Facilities Surcharge fee goes to the County and not the City, so the exemptions do not impact City revenue. City services for multi-family market rate apartments and for student housing units are similar.

Council Options:

1. Send a letter to the County Council supporting a full or partial waiver of the School Facilities Surcharge.
2. Decline to send a letter to the County Council supporting a waiver of the School Facilities Surcharge.
3. Request additional information.

Staff Recommendation:

This is a policy issue for Council to decide.

Recommended Motion:

N/A

Attachments:

Letter from Gibbs & Haller requesting support for an exemption to the School Facilities Surcharge

City letter to the County Council regarding the Northgate request for an exemption to the School Facilities Surcharge

to obtain an exemption from the Prince George=s County School Facilities Surcharge.

Legislation enacted by the General Assembly in 2019 changed the process for implementing the exemption for undergraduate student housing from the imposition of a school facilities surcharge. Specifically, Section 10-192.01(b)(2)(C) provides as follows:

(C) To promote the Goals of the University District Vision 2020, as that vision or plan may be amended from time to time, on recommendation of the City of College Park, the governing body of Prince George's County, by Resolution, may exempt some or all of the school facilities surcharge for undergraduate student housing built west of U.S. Route 1, north of Knox Road, and south of Metzert Road.

Under this provision, in order to qualify for an exemption to the school facilities surcharge, a Resolution must be adopted by the Prince George's County Council and the City of College Park must make a recommendation regarding the request. As part of the consideration of the detailed site plan, we are requesting that the City Council include a recommendation that the proposed student housing be exempted from imposition of the school facilities surcharge.

The authority to approve an exemption from the school facilities surcharge is tied to promoting the goals of the University District Vision 2020. This vision is the product of the College Park City-University Partnership, with a goal of making College Park a top 20 college town by 2020. While much progress has been made toward this goal, many opportunities continue to exist to achieve that vision. The proposed project represents one of those opportunities.

The University District Vision plan encourages the community to continue creating a safer and greener community for families to live in, retain UMD start ups, build up its local public education system, strengthen its network of hiking and biking trails, and attract diverse and exciting business. The proposed development advances this vision in unique ways. The property is located immediately adjacent to campus. In fact, the abutting properties to the north and west are part of the campus and improved with student housing. There is no better location for students to live and for density to be located than this property.

The existing retail development reflects 1960's development patterns with a strip shopping center with surface parking. Greystar proposes to convert the existing driveway which extends through the property into Sterling Place, a vibrant retail street with wide sidewalks which will connect the campus to downtown College Park. This new retail street will provide additional retail opportunities and allow existing businesses to re-open within a new vibrant retail atmosphere.

In addition to removing outdated one-story retail development, the project will also allow for the improvement of existing areas on campus. An existing staircase extends between Montgomery Hall and the proposed development that feed pedestrians onto Lehigh Road, which connects with US 1. Lehigh Road is a driveway serving existing retail uses, it was not constructed with pedestrians in mind. Also, this road extends along the south side of Southgate Park, an open area of campus which fronts on US 1. With the encouragement of the City, and with the cooperation of the University of Maryland, improvements are now proposed which will convert the existing stairs into a grand stair which will provide a seating and gathering area connected to Sterling Place and lead to an ADA compatible sidewalk along a widened Lehigh Road. Further, Southgate Park will be improved to provide a gathering place which not only serves the student community, but also City residents and the many people who visit the city for University of Maryland events. For all of these reasons, the Knox Road project is a transformative project in its ability to make College Park a top 20 college town.

The implementation of the vision that this project represents is not without its challenges. This will be the only project in College Park with underground parking, a necessary but expensive feature to provide the quality of development a site this close to campus requires. Knox Road is also very steep topographically, creating challenges for access and stormwater management. Greystar and the property owners have worked closely with the City to tackle these serious issues, and the partnership approach is evident in the final product that is now before the City Council.

The school facilities surcharge would negatively impact the ability to fulfill the vision for the project as it would pull funds targeted for the improvements adjacent to the project. The proposed project, being as close to campus as it is, will truly function as on-campus housing. To date, no student housing project has been required to pay the school facilities

surcharge as the exemption was previously by right. While we understand that the City is always concerned about the quality of school facilities, the transformative nature of this project and the improvements proposed which will benefit a wide range of constituencies, support allowing these funds to serve other purposes. The additional tax base which will be generated by a property of this magnitude will far exceed any one-time payment which is targeted for school facilities.

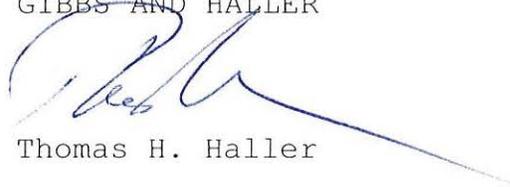
For these reasons, the applicant requests that, during its review of Detailed Site Plan (DSP-19037) for Knox Road, the City also recommend to the County Council that it adopt a Resolution exempting the project from the school facilities surcharge.

Thank you for your consideration of this request, and we look forward to continuing to work with the City Council and City Staff to bring an exciting project to the City.

Thank you for your consideration of this request.

Very truly yours,

GIBBS AND HALLER

A handwritten signature in blue ink, appearing to read 'T. Haller', is written over the typed name 'Thomas H. Haller'. The signature is fluid and extends to the right.

Thomas H. Haller

cc: Scott Somers, City Manager
Danielle M. Glaros

S:\Gilbane\Northgate\Wojahn2.doc



CITY OF COLLEGE PARK

OFFICE OF THE MAYOR & CITY COUNCIL

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January 14, 2020

Prince George's County Council
County Administration Building
14741 Governor Oden Bowie Drive
2nd Floor
Upper Marlboro, MD 20772

Dear Prince George's County Council:

The City of College Park's student housing market is strong. In the past several years, our City has seen nationally recognized record sales on projects like Landmark and University View, which have been noted by the Washington Business Journal. For this reason, we feel strongly that large financial incentives (waivers and credits) for additional highly lucrative student housing projects should be scrutinized.

The City of College Park has provided a revitalization tax credit (RTC) for the "Northgate" development project for meeting predefined objective criteria. However, we are reluctant to support a full waiver of the school facility surcharge considering the needs of our public schools. These additional incentives should really be given to projects that promote affordable housing or seek to diversify the housing options in our City (i.e., market rate (apartments or condos), senior, workforce, etc...housing).

It is true that the waiver has been applied toward other student housing projects, but that waiver accompanied a strategy to attract significant development in an untested market. That market has since been tested and proven to be strong. As such, the College Park City Council supported eliminating the waiver of the school surcharge exemption for student housing projects in 2016.

The Northgate project, however, does remediate contaminated soil, navigates floodplain issues, and extends trail connectivity in our City. For these reasons, we feel a partial waiver would be appropriate for this project and we defer to the County Council to determine the amount of the partial waiver.

Alternatively, the County Council may consider allowing the developer to pay the school facility surcharge over a period of time, to minimize the immediate impact on the developer's financing position.

Respectfully submitted on behalf of the City Council of the City of College Park.

Sincerely,

Patrick Wojahn
Mayor

4

Maryland Department of Planning State Clearinghouse Intergovernmental Review for University of Maryland proposal



**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**

Prepared By: Terry Schum, Planning Director

Meeting Date: April 7, 2020

Presented By: Terry Schum

Proposed Consent: No

Originating Department: Planning, Community and Economic Development

Issue Before Council: Request for Comments from Maryland State Clearinghouse for Proposed Demolition of Old Leonardtown Student Housing – MD 20200312-0208

Strategic Plan Goal: Goal # 3 – High Quality Development and Reinvestment

Background/Justification:

The University of Maryland has submitted a project for review by the Maryland State Clearinghouse under the Maryland Intergovernmental Review and Coordination (MIRC) process. The purpose of the Clearinghouse is to help assure that proposed projects will be consistent with the plans, programs, and objectives of State agencies and local governments. Issues resolved through this process enhance the opportunities for project funding and minimize delays during project implementation. The MIRC process provides the opportunity to become aware of and to comment on development in the State of Maryland.

This project is a proposal to demolish six 3-story dormitory residences known as Old Leonardtown. These buildings are located behind Fraternity Row and adjoin the Old Town neighborhood. Access to them is from Norwich Road. The property was previously declared surplus in 2017 and was included in previous plans for development of the East Campus area (now the Discovery District). No redevelopment plans have been provided but the Terrapin Development Company (TDC) has an option to develop the property and will attend the Worksession to answer questions.

The Clearinghouse requests an online response by April 17, 2020. Specifically, they are asking if there is a need for additional information, any adverse comments, and/or inconsistencies with local plans, programs or objectives. If no response is received, the Clearinghouse may assume the reviewer has no comments. The Clearinghouse review referral is included as Attachment 1.

Fiscal Impact:

There is no fiscal impact at this time. The property proposed for demolition is owned by the University of Maryland and is not subject to real property taxes.

Council Options:

1. Send comments to the Clearinghouse based on the Worksession discussion.
2. Do not send any comments to the Clearinghouse.

Staff Recommendation:

#1

Recommended Motion:

I move that the City Council direct staff to provide comments to the Maryland State Clearinghouse based on Council comments.

Attachments:

1. http://apps.planning.maryland.gov/EMIRC_Files/MD20200312-0208.zip

5

City
Emergency
Declaration
Resolution

**RESOLUTION OF THE MAYOR AND COUNCIL
OF THE CITY OF COLLEGE PARK TO DECLARE A STATE OF EMERGENCY AND
AUTHORIZE THE CITY MANAGER TO TAKE CERTAIN ACTIONS**

WHEREAS, on March 5, 2020, the Honorable Larry J. Hogan, Jr., Governor of Maryland, as a result of the presence of COVID-19, a highly infectious disease, in the State, declared a public health catastrophe, a public emergency, and an immediate danger to public safety in the State of Maryland. On March 23, 2020 Governor Hogan ordered additional action including closure of non-essential businesses, and on March 30, 2020, he ordered all residents to stay at home; and

WHEREAS, the issuance of these Orders by the Governor automatically resulted in a State of Emergency existing in the City beginning on March 5, 2020, pursuant to Section II of the Emergency Operations Plan adopted by the Mayor and Council; and

WHEREAS, pursuant to the Emergency Operations Plan, the City Manager is designated to administer the City's emergency response; and

WHEREAS, the Mayor and Council have determined that it is in the public interest to authorize the City Manager to take certain actions in light of the existing State of Emergency.

NOW THEREFORE BE IT RESOLVED by the Mayor and Council of the City of College Park, in light of the several Orders issued by Governor Hogan responding to the COVID-19 State of Emergency, the City's Emergency Operations Plan, and the Mayor and Council powers under the City Charter and Code and the Maryland Code, that the City Manager be and he is hereby authorized to take the following actions:

1. To extend permits already issued by the City, to include without limitation building, parking, and occupancy permits, to a date certain determined by the City Manager that

is after termination of the state of emergency and the proclamation of the catastrophic health emergency has been rescinded;

2. To suspend the requirement to obtain a City parking permit to a date certain determined by the City Manager that is after termination of the state of emergency and the proclamation of the catastrophic health emergency has been rescinded.
3. To extend licenses already issued by the City, to include without limitation vendor and liquor licenses, to a date certain determined by the City Manager that is after termination of the state of emergency and the proclamation of the catastrophic health emergency has been rescinded;
4. To suspend the issuance of City permits and licenses to a date certain as determined by the City Manager that is after termination of the state of emergency and the proclamation of the catastrophic health emergency has been rescinded; and
5. To take those additional actions necessitated by the State of Emergency that are consistent with the City's Emergency Operations Plan and the Governor's Orders.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of College Park to waive the competitive contract bidding requirements of the City Code, Chapter 69, for those immediate expenditures necessitated by the State of Emergency.

BE IT FURTHER RESOLVED by the Mayor and Council of the City of College Park that the following actions are adopted and ratified:

- All City offices are closed to the public; however, service delivery will continue to be conducted online or by telephone.
- All in person City Boards, Commissions, and Committee meetings are suspended until further notice. When necessary, meetings and hearings will be conducted by teleconferences.
- Access to all City buildings and indoor recreational facilities will be restricted to City employees only.

- All community meetings, facility rentals, and community-related activities are suspended at all City facilities until further notice.

ADOPTED by the Mayor and City Council of the City of College Park at a regular meeting on the _____ day of April, 2020.

EFFECTIVE the _____ day of April, 2020.

WITNESS:

THE CITY OF COLLEGE PARK

Janeen S. Miller, CMC, City Clerk

Patrick L. Wojahn, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

Suellen M. Ferguson, City Attorney

6

Emergency Assistance to Meals-On-Wheels and College Park Community Food Bank and Potential Assistance to Businesses due to COVID-19

**CITY OF COLLEGE PARK, MARYLAND
WORKSESSION AGENDA ITEM**



Prepared By: Bill Gardiner
Assistant City Manager

Meeting Date: April 7, 2020

Presented By: Scott Somers
City Manager

Proposed Consent Agenda: No

Originating Department: Planning, Community, and Economic Development

Issue Before Council: Discussion of emergency and short-term assistance for residents and businesses impacted by COVID-19 Coronavirus

Strategic Plan Goal: Effective Leadership

Background/Justification:

The COVID-19 pandemic has caused enormous challenges for businesses and residents in the City of College Park. In order to protect public health and safety, the Governor has ordered businesses to close and people to stay at home except for essential services. The University of Maryland campus is closed. Many College Park business owners, employees, and residents have been severely impacted by this unprecedented crisis, and it is not at all clear when the economy will improve. The federal, state, and local governments have or are establishing programs to assist people get through this situation.

The Mayor and Council may consider some of the following actions to provide assistance and relief now and through the end of 2020.

1. Immediate Assistance

- A. Direct grants to City-based non-profit organizations such as Meals on Wheels and the College Park Food Bank that provide direct assistance to residents in need. The grants could be tied to purchases from businesses located in the City and used for residents.
- B. Extended payment period for City business renewal licenses.
- C. Small matching grants to businesses to be used to expand the business' capacity for online business, delivery, creation of a website to accept gift cards or other processes that enable the business to continue operations during the crisis (cap individual grant at \$2,000 and total outlay at \$50,000; program could be expanded after review).
- D. Cash cards to residents for use at open local businesses during the shutdown. This might incentivize residents to go to them. A card could be worth \$25.00 and 200 could be distributed at a cost of \$5,000. (Not sure about the logistics of implementing something like this.)

2. Short-term Relief Programs

- A. Delay in payment of City business personal property tax for businesses with fewer than 50 employees or forgiveness of first \$xxxx of tax due.
- B. Explore a piggyback on existing State or County programs that provide funding for emergency residential repairs. The City's participation would be an added benefit.
- C. Amend existing City programs for businesses and residential properties (chainlink fence removal; Homeowners Grant; Public Art; Business Assistance & façade) so the criteria and permitted uses are more flexible for current needs.

3. Small Business Recovery Program

- A. Using existing City programs as a template, create a \$300,000 fund to assist existing small businesses in College Park emerge from the economic downturn. The City would establish a cap on how much could be available for any one business. The funds could be provided as a loan, grant, loan guarantee, or in a different form in order to assist the business emerge from the economic downturn. It would be expected that the City assistance is part of a larger package involved a private lender or new equity, and state, federal, or county business assistance. It would be required that an applicant shows proof of application for Federal and State programs available. The program would be separate from any programs designed to assist or attract new businesses to College Park.

Fiscal Impact:

The impact for FY20 and FY21 would depend on the direction Council takes. The City has a \$100,000 contingency in the FY20 budget and may realize some savings in training and travel due to the crisis. Funds appropriated for current programs and unused salary could be moved to fund a new program.

Council should be aware that current revenue estimates for both FY20 and FY21 may need to be revised down due to the crisis.

Council Options:

- 1. Direct staff to proceed with implementation of specific actions identified above.
- 2. Direct staff to provide additional information about specific actions above.
- 3. Direct staff to provide additional information regarding other actions to assist residents and businesses.
- 4. Take no action at this time.

Staff Recommendation:

Staff believes that the Council can take certain actions to assist in this very difficult period and will work with Council to support effective and appropriate assistance with the recognition that the City is not able to address many of the impacts.

Recommended Motion:

N/A

Attachments:

**City of College Park
Community Services Grant or Sponsorship Application**

NOTE: Return completed application to the Finance Director for the City of College Park. After review for completeness it will be forwarded to the Grants Subcommittee, who will refer the application to the City Council with a recommendation. The recommendation will be for: a) discussion as a work session item; b) action item for a regular meeting; c) consent agenda item for a regular meeting; or d) no further action (denial of application).

If a City Council work session is recommended by the subcommittee, appropriate follow-up meeting action will be scheduled as necessary.

If the grant/sponsorship is approved, appropriate City staff will contact the organization to discuss follow-up action needed, and timing thereof.

A. GENERAL INFORMATION:

Organization & Program Name: College Park Community Food Bank

Organization Address: 9704 Rhode Island Ave., College Park, MD 20740

Event name/date (if applicable): Twice monthly food distributions

City/State/Zip: College Park, MD. 20740

Contact Person/Title: Mark Garrett / President of organization

Telephone Number: 301-345-4616 FAX Number: _____

E-mail Address: cpcommunityfoodbank@gmail.com

Grant Request: \$ 12,000

Sponsorship Request: \$ N.A.

Sponsorship Request non-monetary/in-kind services: *brief description of services requested*

Use of awarded funds: Will these funds/services be used to: (check the appropriate box)

Maintain Existing Program Expand Existing Program Start New Program

1. Is this a collaborative program involving other agencies? Yes No

2. If yes, please provide the name of collaborating agencies and the nature of the collaboration.

College Park Community Food Bank (CPCFB) is a ministry of the College Park Church of the Nazarene and receives monthly funding from the church. CPCFB also receives monthly funding from Wallace Presbyterian Church.

B. DESCRIPTION OF PROGRAM OR EVENT FOR WHICH YOU ARE REQUESTING FUNDS/ASSISTANCE: (include the purpose; how this will benefit the City and its residents; number of College Park residents benefitted; number of volunteers/staff used; etc.)

CPCFB provides the residents of College Park and the surrounding areas with free food each month through one large distribution and on a weekly appointment basis for individuals. Each monthly distribution takes all 6 of our volunteer board members and another 20 volunteers to adequately staff.

Due to the COVID-19 pandemic, CPCFB is expanding, beginning this month, from one monthly distribution to two in an attempt to better serve our clients during this time of need. In 2019 CPCFB served 4,325 bags of groceries to families in our surrounding area, and 1,130 of those were to College Park residents (including 372 children). In our March distribution, this year, we handed out 190 bags of groceries to families in our area, which is the largest number of groceries distributed in one monthly event in the history of our organization and over twice our normal distribution in recent years. If these numbers are consistent through this pandemic and the months of economic recovery that follow, we will not be able to keep up with the financial demands of serving those with food shortages on a monthly or a twice-monthly basis.

C. ORGANIZATIONAL STRUCTURE:

1. Number of current board members? 6
2. In what year did this program/event begin operating? 2009
4. Is the organization incorporated? Yes
Is the organization registered in Maryland? Yes
(Please provide a copy of proof of incorporation or registration)
5. Is the organization qualified under Internal Revenue Code and regulations as a tax exempt organization? Yes If so, under what section of 501(c)? 501 (c) 3

Federal Identification Number: 29054666
6. Is this organization in compliance with all laws and regulations? Yes No
7. Staffing Profile: Identify the number and position/title of staff used to administer this program/event:
List Position/Titles and any compensation provided:

We have four official staff positions, which include: President; Secretary; Treasurer; Volunteer Coordinator & two members at large. All board/staff positions are volunteer in nature and no compensation is provided.

D. PRIOR CITY FUNDING:

1. Have you received any funding from the City in the past? Yes No
If yes, what month/year? _____/_____
2. If Yes, did you file a final report? Yes No

E. FUNDING SUMMARY:

College Park grant request	\$ 12,000
Funding from other sources	\$ 15,424.61
Additional Funds Yet to be Secured	\$ 0
Total Program Funds	\$ 27,242.61

F. PROGRAM EXPENSES:

Personnel costs	\$ 0
Consulting fees	0
Equipment purchases	\$600
Supplies	\$1,200
Transportation	\$600
Equipment rentals	\$ 0
Other services (describe: <u>Domain name, other IT</u>)	\$100
Other expenses (describe: <u>food</u>)	\$ 24,000
Total estimated expenses	\$ 26,500

Expense narrative, if necessary:

We operate entirely on a volunteer basis. Supplies and equipment include food and bags to serve food in. We are expecting to rely on delivery from the Capital Area Food Bank for the foreseeable future, which is captured under transportation costs. We have a single computer and a website that is maintained.

We, the authorized representatives of the applicant organization, have completed or directed the completion of this application for the City of College Park Community Services Grant and confirm that the information contained herein is true and correct to the best of our knowledge, information and belief.

Mark Garrett, 4/1/20
Signature/Date

Li Bitel, 4/1/2020
Signature/Date

7

Request for/ Status of Future Agenda Items



TO: Mayor, City Council, City Manager and Department Directors
FROM: Janeen S. Miller, City Clerk
DATE: April 1, 2020
RE: Future Agendas

The following items are tentatively placed on future agendas. This list has been prepared by the City Manager and me and represents the current schedule for items that will appear on future agendas.

TUESDAY, APRIL 14, 2020 REGULAR MEETING

Public Hearing and possible adoption of Ordinance 20-O-04, An Ordinance of the Mayor and Council of the City of College Park to Authorize the Purchase of a Parcel of Land for a Public Purpose and the Related Sale of a Parcel of Land as it is no longer needed for a City Public Purpose (Sellers property) – Suellen Ferguson, City Attorney

Proposed Consent: 20-R-05, CPV-2020-01 - 4715 Norwich Road LLC - 4715 Norwich Road (Appeal period ends April 11)

Proposed Consent: 20-R-06, CPV-2020-02 - Iben Eno - 5010 Erie Street (Appeal period ends April 11)

Proposed Consent: 20-R-07, CEO-2020-01 - Errol and Mercile Ashond - 5003 Eutaw Street (Appeal period ends April 11)

20-G-62: Approval of a Contract Amendment (scope, design and price) for College Park Woods Clubhouse based on updated design and cost estimates – Robert Marsili, Director of Public Works

Follow up discussion on MOU with UMPD for live-monitoring of certain security cameras in the City (30) – Bob Ryan, Director of Public Services

Comments on the M-NCPPC Budget (20) – Bill Gardiner, Assistant City Manager

TUESDAY, APRIL 21, 2020 WORKSESSION

Detailed Site Plan for Wawa-College Park (DSP-19061 located at 10050 Baltimore Avenue) (30)

08-08-19: Discussion of establishing a Youth Advisory Council – Kiaisha Barber, Director of Youth, Family and Senior Services (20)

03-18-20: Discussion of establishing a Bee City USA Committee – Robert Marsili, Director of Public Works (20)

Discussion of Government Alliance on Race and Equity (GARE) policy and project – Bill Gardiner, Assistant City Manager and Kiaisha Barber, Director of Youth, Family and Senior Services (30)

Discussion of the Joint Development Agreement and Condominium Documents with the University of Maryland for the City Hall Project (30)

2:30

TUESDAY, APRIL 28, 2020 REGULAR MEETING

Presentation: Quarterly Financial Report – Gary Fields, Director of Finance

Introduction of the FY 21 Budget Ordinance – Gary Fields, Director of Finance

Approval of the Joint Development Agreement and Condominium Documents with the University of Maryland for the City Hall Project

TUESDAY, MAY 5, 2020 WORKSESSION

02-18-20: Review of proposal for a pilot program for a rebate to homeowners for installation of residential security camera systems – Bob Ryan, Director of Public Services

PPSD for The Standard (Landmark (developer) student housing project on Hartwick Road) – Terry Schum, Director of Planning (30)

TUESDAY, MAY 12, 2020 REGULAR MEETING

Proclamation: Kids To Parks Day

Public Hearing on the FY 21 Budget Ordinance and Constant Yield Tax Rate

TUESDAY, MAY 19, 2020 WORKSESSION

Discussion of goals and purpose for City Events, and criteria for evaluating City Events – Scott Somers, City Manager (30)

TUESDAY, MAY 26, 2020 REGULAR MEETING

FY 21 Budget Adoption

03-20-19: Award of contract for construction for Hollywood Dog Park – Scott Somers, City Manager

058

4/3/2020

TUESDAY, JUNE 2, 2020 WORKSESSION

Review and Discuss appointments to all City Boards and Committees

01-21-20: Proposed Charter amendment to provide alternate means of proving residency besides voter registration to satisfy the one-year residency requirement to run for office – Suellen Ferguson, City Attorney

TUESDAY, JUNE 9, 2020 REGULAR MEETING

Make appointments to all City Boards and Committees, effective July 1

ANNUAL ITEMS

January, early: Discussion of Homestead Tax Credit Rate (currently at 0%) (must certify by March 25 to change rate)

January, after an election: Review and adoption of Council Rules and Procedures

IFC/PHA Annual meeting with Council (when is best?)

March: Annual Review/Renewal of Insurance Contracts

March: Annual farmers market debrief (Council: is this still relevant?)

March: Annual Economic Development Report

April and September: Comments on the M-NCPPC budget

June Worksession: Review of applications for Boards and Committees

June Regular Meeting: Reappoint all Boards and Committees with an effective day of July 1

September 2020: Review of nuisance ordinance 19-O-13 adopted in September of 2019

October, first regular meeting: Proclamation for Indigenous Peoples' Day

Early Fall: Annual presentation from SHA on projects in the City (schedule prior to CTP discussion)

Fall: Annual police agency presentation

November, first regular meeting: Proclamation for Small Business Saturday

December: Approval of Annual Retreat agenda

MASTER LIST

2020 Quarterly Financial Presentations: ~~January 28, April 28~~, August 11, November 10

01-23-19: Information Report: Actions taken to mitigate the discharge of sump pump water runoff – Steve Halpern, City Engineer

08-14-18: Discussion of City-wide parking (45)

Discussion of security at City buildings and cyber security – Scott Somers, City Manager

Future Worksessions requested at the FY20 Budget Worksession: Update on the Sustainability Plan

07-09-19: Input from staff and the Airport Authority about the GAO study on helicopters in the City and helicopter noise in the region (15)

Discussion with Park and Planning and Riverdale Park about bicycle and pedestrian safety on Old Calvert Road and the increased cut-through traffic

10-01-19: Discussion of signing on to the principles of the Maryland Advocates for Sustainable Transportation – request of Mayor Wojahn

10-15-19: Greater utilization of APC to review projects that are coming to Council

Discussion of additional roadway connectivity between City neighborhoods - AND – Find options to reduce traffic on our major roadways (include Complete Streets) (40)
Terry Schum, Director of Planning; Steve Halpern, City Engineer; Robert Marsili, Director of Public Works

11-20-19: Update to the City Manager's contract

01-07-20: Award of contract for final design of Duvall Field – Terry Schum, Director of Planning

02-04-20: Follow up discussion on certain events held in the City (Veterans and Memorial Day events, MLK Tribute and Blues Festival)

Consideration of a Property Use Agreement and support for a liquor license transfer from Milkboy to "Crab and Turtle" – Bob Ryan, Director of Public Services (20)

JULY: 10-22-19: Discussion with VeoRide representatives about program start-up concerns and an ordinance for City trails addressing eScooters and eBikes (45)

OCTOBER: 01-29-20: Discussion of the decennial redistricting and of establishing a redistricting commission (standard census tabulation for voting districts will occur prior to general release and no later than April 1, 2021) – schedule for fall

TBD: Closed Session to discuss the Joint Development Agreement and Condominium Documents with the University of Maryland for the City Hall Project

Information Report: City Processes for Review/Appeal of Parking Tickets



**CITY OF COLLEGE PARK, MARYLAND
COUNCIL WORKSESSION AGENDA**

Prepared By: R. W. Ryan, Public Services Director

Meeting Date: 04/07/2020

Presented By: R.W. Ryan, Public Services Director
Suellen Ferguson, City Attorney

Consent Agenda: N/A

Originating Department: Public Services

Issue Before Council: Information Report: Review/Appeal Process for Parking Tickets

Strategic Plan Goal: # 6: Excellent Services

Background/Justification:

As early as 1993, the City was interested in establishing an administrative process for adjudicating parking tickets. The Attorney General determined that the City did not have the authority to establish an administrative process outside of the two options for a cited violator: to either pay the established fine, or request to stand trial in District Court and, further, that the City cannot dismiss a citation, as this could only be done by the State's Attorneys Office.

The City pursued a diversionary appeals process for City parking tickets, similar to a process used by the University of Maryland. A proposed review process was approved by the Attorney General and supported by the Court. This process does not allow the City to dismiss citations but allows the City to reduce parking ticket fines to as low as \$0. As a result, the City Code was amended on 3/28/2000 by Ordinance 00-O-1. Chapter 184-16.1, (see attached) and a process was established using an appointed Parking Violation Review Officer.

The City Attorney drafted the City's law with respect to the parking ticket review process and the procedure to implement the process. No specific state legislation was adopted to allow for this process. The law does allow the alleged violator to choose the parking ticket review process before they are required to pay or elect to stand trial.

Before adopting the law and related policy, the City did look extensively at whether this "diversionary" process was lawful or violated any restrictions. The two relevant State sections for review were:
§25-102. Powers of local authorities

(a) Enumeration of powers. -- The provisions of the Maryland Vehicle Law do not prevent a local authority, in the reasonable exercise of its police power, from exercising the following powers as to highways under its jurisdiction:

(1) Subject to the provisions of § 21-1003.1 of this article, regulating or prohibiting the stopping, standing, or parking of vehicles;

§26-303. Election to pay or stand trial; presence of officer at trial

(a) Election by person receiving citation. --

(1) The person receiving a citation under this subtitle shall:

(i) Pay for the parking violation directly to the political subdivision or State agency serving the citation; or

(ii) Elect to stand trial for the violation.

(2) An election to stand trial shall be made by sending a notice of intention to stand trial to the political subdivision or State agency at least 5 days before the payment date specified in the citation.

Under our City Attorney's reading of these provisions, and our experience, the local government can regulate parking and decides when the citation must be paid, not the court. In fact, various municipalities in Prince George's have different time frames for payment.

We have attached a copy of the reverse side of the City's parking citation. The parking ticket review process is represented on the citation.

Also attached is the documentation of the process that was followed in developing this system. Doyle Niemann, who was an Assistant States Attorney at the time, was involved, as well as the Office of the Chief Judge of the District Court. The citation and process make it clear that the time by which the alleged violator can pay or request a trial is extended if the person checks the box and asks for a review process. If they do so, they will have a parking ticket review, and then have 14 days from that review to pay, or to timely request a trial. We do not believe that this violates any court rule or the law, it just sets a variable time for the payment/trial request date.

Also attached are the parking citation review regulations. The process is detailed to support the delegation of authority and allows the hearing officer to reduce the fine to \$0, but not to dismiss the citation. This process has worked very well for the City since 2000.

The City's independent contractor works on an hourly basis for the City reviewing citations. An outline of the process used to review a ticket follows:

1. Research the driver/vehicle history.
2. Compare history to the statement made in the appeal request. A written appeal may be considered, or the appellant may appear in person.
3. Determine whether the vehicle has assigned permits (in case the driver forgot to display).
4. Review receipts presented with the appeal for payment at meters or pay stations.
5. Review internal Parking Management reports for malfunction of meters or pay stations.
6. Render a decision using one of several options:
 - a. Reduce the fine to \$0 if ticket was issued in error, e.g. wrong space entered, technology malfunction, valid permit displayed.
 - b. Reduce the fine to within a specified range when there is an acceptable explanation, when the alleged offender should have known that a violation was occurring, but because of existing circumstances, acted reasonably.
 - c. Reduce the fine to within a specified range when the alleged offender should have known that a violation existed but has some explanation for what occurred.
 - d. Deny appeal if no documentation was submitted to support the appeal, or the appellant is an habitual violator.
 - e. Mail a decision letter to the appellant (see attached)

The 2019 annual report of parking review results is attached.

Fiscal Impact:

Costs of Parking Violation Appeals Officer was budgeted at \$11,000 in FY20

Council Options:

- #1. Review process and take no action.
- #2. Direct Staff to investigate allowable changes to the process.
- #3. Eliminate the diversionary appeals process.

Staff Recommendation:

This is an information report to brief the Mayor and Council regarding this program. No changes are recommended by Staff.

Attachments:

1. Assistant State's Attorney Report and correspondence, 9/24/1999
2. Chapter 184-16.1
3. Reverse of City Parking Citation Explaining the Appeals Options
4. Sample decision letters

5. 2019 Annual Report of Appeals Decisions
6. Amendment to parking violation review process regulations

ADMINISTRATIVE DIVISION 952-3500
 HOMICIDE/NARCOTICS DIVISION
 Homicide Unit 952-3501
 Narcotics Unit ... 952-4015
 Assets Forfeiture Unit 952-3531
 GRAND JURY UNIT 952-4423
 JUVENILE DIVISION 952-3516
 TDD --- Circuit Court Divisions 952-0435



Office of
JACK B. JOHNSON
 State's Attorney for
 PRINCE GEORGES COUNTY
 COURT HOUSE
 UPPER MARLBORO, MARYLAND 20772

CRIMINAL TRIALS DIVISION
 Sex & Child Abuse Unit 952-4415
 Major Crimes Unit 952-3501
 Economic Crimes Unit 952-4448
 DISTRICT COURT DIVISION
 Hyattsville 699-2750
 Upper Marlboro 952-3555
 Domestic Violence Unit 952-5450
 Criminal Appeals 952-4626
 TDD - District Court Division 952-4177

September 24, 1999

To: Jack B. Johnson
 State's Attorney

From: Doyle Niemann
 Assistant State's Attorney

RE: College Park Parking Ticket ADR Meeting

I represented the office at a meeting yesterday to explore whether the City of College Park could set up a dispute resolution process to handle parking tickets prior to or in lieu of their being referred to the District Court.

Attending were Chief Judge Martha Rasin, Judge Tom Love, Delegate Pauline Menes, Tom Mostowy of Judge Rasin's staff, College Park City Manager Richard Conti, two other City staff members, College Park Councilman Stephen Brayman, Suellen Ferguson of Miles & Strockbridge, counsel for the City, and myself. Delegate Barbara Frush put in an appearance but was not part of the deliberations.

The Issue

There is no controlling case law that controls the way in which parking tickets are issued or adjudicated, but there are a series of Attorney General opinions that interpret the statute and that raise some difficult legal issues.

The governing statute is §26-301 of the Transportation Article. It gives political subdivisions the right to regulate the parking of vehicles and provides for the issuance of citations. §26-303 gives the person receiving a citation a choice between paying the issuing entity for the parking violation or electing to stand trial in the District Court. This election must be done at least five days prior to the payment deadline.

The Attorney General has said that the provisions in the Transportation Article are "a specific and complete scheme ... for violations of parking ordinances enacted by local political subdivisions." 64 Op. Att'y Gen. 314, 315 (1979). They define the complete process under which parking violations are to be handled.

Interpreting the statute, the AG has said, in effect, that there are only two options: pay or elect to stand trial in the District Court.

Asked specifically in 1993 whether the City of College Park could establish its own administrative system to adjudicate parking violations, the AG said that it was their opinion

that the City did not have the authority to establish an administrative process because such an option was outside the two choices allowed by the statute. 93 Op. Atty Gen. 2 (1993).

This led the 21st District Delegates to introduced proposed legislation in 1995 to give the City such authority. This legislation, however, did not pass.

Further complicating the process, the Attorney General has determined that parking violations are "criminal offenses." 55 Op. Att'y Gen. 302 (1970)(citing 17 ALR 2d 582 (1951) and the law of other states); *reaffirmed in* 64 Op. Att'y Gen. 307 (1979). Since parking tickets are criminal in nature, "they should be processed in a manner analogous to that in which criminal violations are processed." 64 Op. Att'y Gen. 307, 310.

This means, according to the AG, that only the State's Attorney or those authorized by him can dismiss a traffic citation. The issuing jurisdiction cannot dismiss a citation.

An argument might be made that the State's Attorney does not acquire the right to enforce or refrain from enforcing a citation for a parking violation until the citation is filed in the District Court-i.e., that the political subdivision retains the right to rescind the citation until such time as the person cited has requested a trial or the political subdivision has sought the court's assistance in collecting the fine. However, acceptance of this argument would authorize local officials to "screen" parking citations, thereby substituting their judgement for that of a State's Attorney or, if the case would otherwise be tried, that of a trial court. Maryland law simply does not permit this. 64 Op. Att'y Gen. 307 (1979).

In the real world, of course, our office does not handle parking citations. The problems associated with the adjudication of tickets is also a burden on the issuing municipalities, on those who want to dispute a ticket, and on the courts. It frequently takes more than a year for a challenged ticket to get to court and those challenging them are forced to take time off from work to go to court. Court costs are usually more than the cost of the ticket. Many individuals simply want a chance to present their side of the story and would be happy if there could be some "adjustment" to the ticket. Often, the City would be willing to agree to resolve or adjust the ticket if there was a context in which this could happen.

The University of Maryland, apparently relying on powers granted in the Education Article and not the Transportation Article, has a process whereby people who receive parking tickets can either elect to go to court or can appear before a review panel. Working under written criteria, the panel can reduce or dismiss the ticket.

A Proposed Process for the City of College Park

After much discussion, we arrived at a possible process for the City, as follows:

The City would issue a ticket that would give people three options:

1. Pay the stated amount of the ticket within a defined period of time.
2. Ask to have the ticketed referred to a Dispute Resolution Panel. This would have to be done within the stated period, as well. It would automatically extend the payment deadline.

3. Ask to stand trial. This would have to be done at least five days prior to the stated payment deadline.

If the person elects to have the ticket referred to the Dispute Resolution Panel (or whatever the City chooses to call it), the Panel could reduce the amount of the ticket, using criteria and a process to be adopted by the City. The Panel could not "dismiss" the ticket because that would usurp the power of the State's Attorney. But it could presumably reduce the fine to zero because the setting of ticket amounts appears to be within the powers allocated to the political subdivisions.

The Panel would set a new payment date. The individual with the citation can then elect to pay for the citation at the amount determined by the Panel (including a zero payment) or elect to stand trial. If they elect to stand trial at least five days prior to the new payment deadline, the case will be referred to the District Court.

It was our feeling that this process could fall within the parameters of the Attorney General's interpretation of the Statute.

I indicated that I thought you, as the State's Attorney, would want to insist that the City adopt formal, written procedures for the handling of tickets in this manner, including the criteria that will be used to reduce the face amount of the ticket. The University of Maryland has done this. This would help ensure that the process is fair and equitable and that due process rights are protected.

The representatives from the City will take the results of our discussion back to their colleagues for discussion and possible future action. The City Code will most likely have to be amended to put such a procedure in place.

Possible Legislation

We also discussed possible legislation to resolve the issue and clarify the intent of the Legislature. This includes two possible options:

4. To "decriminalize" parking tickets. The Legislature could make it clear that parking violations are not criminal in nature, as the Attorney General has concluded. This would eliminate the need for the State's Attorney to be involved, leaving the question of dismissal to the issuing subdivision.
5. Amend § 26-303 of the Transportation Article to allow for a third option in addition to paying or trying. This could authorize issuing subdivisions to set up a review panel with the power to reduce, adjust or dismiss tickets.

The group felt that the first option was the easiest and Del. Menes agreed to pursue it.

The representatives from the City also agreed to pursue the issue with the Maryland Municipal League.

Future Action

The group agreed to reconvene once the City had decided what they wanted to do.

Although her statutory authority to approve citations does not extend to parking violations, Judge Rasin agreed to lend her assistance in the review of any ticket the city might develop that would incorporate this procedure.

LAW OFFICES
LEVAN, COLARESI, FERGUSON & LEVAN, P.A.
6325 WOODSIDE COURT, SUITE 230
COLUMBIA, MD 21046

ROBERT H. LEVAN^{†§}
RICHARD T. COLARESI^{†*}
SUELLEN M. FERGUSON^{†*}
ELISSA D. LEVAN[†]

COLUMBIA 410-312-7465
WASHINGTON 301-310-9500
ANNAPOLIS 410-268-2535
FAX 410-312-9056

[†]ADMITTED IN MARYLAND
[†]ADMITTED IN D.C.
[†]ADMITTED IN VIRGINIA
[†]ADMITTED IN NEW YORK

May 7, 2001

Mr. Tom Mostowy
Chambers of the Honorable Martha F. Rasin
District Court of Maryland
361 Rowe Blvd.
Annapolis, MD 21401

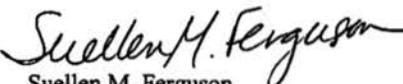
Re: City of College Park
Parking Ticket Review Process – Violation format

Dear Mr. Mostowy:

As discussed some time ago, the City has been developing a revised parking violation format to include information about the parking ticket review process that is now available. The proposed format, which also includes other changes the City wished to make, is attached. While the format of parking violations is not generally a matter Judge Rasin's office would consider, we had indicated an intention in our last letter to provide a copy of the proposed changes and to request any comments you may have. By copy of this letter to Doyle Niemann, I am also requesting any comments he may have.

Thank you for your interest and your help. We look forward to hearing from you soon.

Very truly yours,


Suellen M. Ferguson

SMF/su
Enc.
Cc: Doyle Niemann, Esq.

002.005
R-6

LAW OFFICES
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COLUMBIA 410-312-7465
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FAX 301-310-0778

[†]ADMITTED IN MARYLAND
[†]ADMITTED IN D.C.
[†]ADMITTED IN VIRGINIA
[†]ADMITTED IN NEW YORK

July 12, 2001

Mr. Tom Mostowy
Chambers of the Honorable Martha F. Rasin
District Court of Maryland
361 Rowe Boulevard
Annapolis, MD 21401

**Re: City of College Park
Parking Ticket Review Process – Violation format**

Dear Mr. Mostowy:

Thank you for your telephone call responding to our May 7, 2001 letter requesting any comments from your office concerning the proposed format of the City's parking violation form. My understanding is that your office does not have any comments that it wishes to make concerning the form, which now includes information about the parking ticket review process. We have proceeded to have the ticket format changed to be consistent with that attached to our May 7 letter. The City believes that this new format will give the individual receiving the ticket a complete picture of their options.

The help and guidance that the City received from your office has been extremely valuable, and we appreciate the efforts that have been made to help the City reach this goal.

Very truly yours,


Suellen M. Ferguson

SMF:sls

*City of College Park, MD
Tuesday, September 24, 2019*

Chapter 184. Vehicles and Traffic

Article II. Parking Regulations

§ 184-16.1. Parking violation resolution review.

[Added 3-28-2000 by Ord. No. 00-O-1]

- A. Request for review. Upon receipt of a parking violation notice, the alleged offender may, prior to payment or election to stand trial, request a parking violation resolution review upon timely notice to the city five or more days before the payment date. If a review election is made, a review will be held within thirty days of the request before a city Parking Violation Review Officer. The alleged offender may appear at the review in person or by written submission. A timely request for review will automatically extend the time for payment or election to stand trial until a date subsequent to the review.
- B. Review Procedure. There shall be a Parking Violation Review Officer, who shall be appointed by the Mayor and Council, and who shall have the authority to conduct the parking violation resolution review pursuant to procedures adopted by the Mayor and Council, to receive evidence and to issue a recommendation thereon. As part of the review process, the Parking Violation Review Officer shall have the discretion to recommend a fine that is less than that set out in Chapter **110** of the College Park Code. At the time the recommendation is issued, the alleged offender shall have until the date set by the Review Officer to either pay the recommended amount or to request a trial. If the alleged offender pays and satisfies the recommended fine, the city will take no further action. If the alleged offender timely requests a trial, the request will be transmitted to the court forthwith.



PARKING CITATION
 CITY OF COLLEGE PARK, MARYLAND
 TELEPHONE 240-487-3520

I, the undersigned officer, attest and certify, under penalty of perjury, that the matters set forth herein are true and correct to the best of my knowledge.

Signature: _____ Badge No. _____



PAYMENT AND APPEAL INSTRUCTIONS

You have 14 CALENDAR DAYS to pay the original fine amount or to request an appeal of this citation. Failure to file an appeal within that period constitutes a waiver of your right to appeal the citation and the fine amount increases.

TICKET PAYMENTS:

Mail payments to, or pay in person at:

CITY OF COLLEGE PARK, FINANCE DEPARTMENT
4500 KNOX ROAD, COLLEGE PARK, MD 20740-3390

For payments by check or money order, please indicate the ticket number on your payment. Do not mail cash. Finance Department hours are Monday-Friday, 8 am-5 pm, except City holidays; telephone 240-487-3509. Payment may also be made at the Parking Enforcement Division (at the same address), Monday-Friday, 5 pm-7 pm, and Saturday, 1 pm-5 pm; telephone 240-487-3520. We accept postmark date for purposes of determining timeliness of ticket payment. A drop box is located to the left of the entrance to City Hall for depositing after hours payments.

To pay with a credit card by mail, please return the entire original ticket and complete the credit card payment section below.

To pay with a credit card by telephone, please call the Finance Department at 240-487-3509 during normal business hours, Monday-Friday 8 am-5 pm.

Pay your ticket online at www.collegeparkmd.gov (with no additional fee) by clicking on "Parking Ticket Online Payments" or the parking meter symbol on the City's home page and follow the instructions provided.

TO APPEAL THIS CITATION:

If you wish to request a trial, check the box below, provide the requested information, and return the original ticket to the City of College Park within 14 CALENDAR DAYS from the date of ticket issuance. You must provide a copy of your registration for all appeals.

I WISH TO STAND TRIAL IN THE DISTRICT COURT OF MARYLAND.

Registered Owner (or authorized agent): _____

Address: _____

City, State, Zip Code: _____

Before making your decision to pay the ticket or contest it in court, you can request a review through the City's parking ticket review process by checking this box, providing supporting documentation and a copy of your registration, and sending the original ticket to the City within 14 CALENDAR DAYS from the date of the ticket issuance. If you do not accept the results of the City's review process, you still have the right to pay or make a timely request for a trial by the due date indicated.

TO APPEAL BASED ON A NON-FUNCTIONING PARKING METER:

You must contact the Parking Enforcement Division at 240-487-3520 to file a meter complaint within 24 HOURS of ticket issuance.

NOTICE

Failure to pay this fine within 31 calendar days from date of issuance may result in the "flagging" of your vehicle registration with the Motor Vehicle Administration (MVA), preventing the renewal of your registration and transfer of the title. Other fees may apply. **VEHICLES IN VIOLATION ARE SUBJECT TO IMPOUNDMENT.** If your vehicle registration has been flagged by the MVA, booted or towed, payment in full of all outstanding tickets must be made in cash or by money order, credit card or certified bank check only; personal checks are not accepted. Failure to pay ticket in full may result in referral to a collection agency, at which time an additional collection fee will be assessed.

CREDIT CARD PAYMENT

Your signature below authorizes the City of College Park to charge your credit card for the amount necessary to satisfy this ticket in full on the date processed by the City.

Charge to: VISA MasterCard Discover American Express

Account Number: _____ Expiration Date: ____/____/____

Security Code on Credit Card: _____

Signature (REQUIRED): _____

Daytime Telephone: _____ Zip Code of Billing Address: _____ ET1101

SEE REVERSE SIDE FOR PAYMENT AND APPEAL INSTRUCTIONS



CITY OF COLLEGE PARK

Parking Violation Review

8400 BALTIMORE AVENUE SUITE 375 COLLEGE PARK, MD 20740 | T. 240.487.3509 | finance@collegetparkmd.gov
www.collegetparkmd.gov

Date

X
X
X
X

Parking Violation Number: _____
Violation Issue Date: _____
Amount Due: _____
Date Due: _____
Late Payment Amount: _____

Dear X:

The requested review of the referenced parking violation is complete. The fine will be

- Upheld at its original amount or
- Reduced to \$____.00.

Payment, if any, must be submitted on or before the due date provided above.

Failure to make payment or appeal the decision by the due date will result in further action by the City as allowed in [Chapter 110](#) of the Code of the City of College Park and the reversal of any reductions granted by this notice. For your convenience, payment can be made by phone, in person, by mail or online.

An appeal of this decision should be submitted in writing via mail or in person. You will receive a notice of the scheduled hearing date and be required to appear in the District Court of Maryland.

Correspondence and payments should be submitted to the:

City of College Park – Finance Department
8400 Baltimore Avenue – Suite 375
College Park, MD 20740
240-487-3509
http://www2.collegetparkmd.gov/tkt_payment_online/

For additional information or concerns, please send an email to finance@collegetparkmd.gov.

Sincerely,

Paulette Richardson
Parking Violation Review Official

**Parking Violation Reviews
January 2019 - December 2019**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	CY Total
Total Appeals Filed	79	69	70	96	56	47	67	70	82	41	46	49	772
Appeals Denied	15	14	23	9	11	12	6	3	8	4	1	3	109
Requests for Additional Information	0	0	0	0	0	0	0	0	0	0	0	0	0
Fines Reduced	37	43	40	62	37	26	32	56	53	32	31	32	481
Reduced to \$0.00	15	14	15	25	18	11	10	16	22	20	15	19	200
Reduced to \$10.00	8	14	10	16	9	9	9	10	7	3	4	3	102
Reduced to \$18.00	14	14	15	16	10	6	13	30	24	7	12	7	168
Reduced to \$27.50	0	0	0	3	0	0	0	0	0	2	0	1	6
Reduced to \$50.00	0	1	0	0	0	0	0	0	0	0	0	1	2
Reduced to \$55.00	0	0	0	0	0	0	0	0	0	0	0	1	1
Reduced to \$75.00	0	0	0	1	0	0	0	0	0	0	0	0	1
Reduced to \$127.50	0	0	0	1	0	0	0	0	0	0	0	0	1
Hearing Requested before Review Officer	27	12	5	20	7	3	14	7	14	3	11	10	133
Requests too Late for Review	0	0	2	5	1	6	15	4	7	2	3	4	49

AMENDMENT TO
PARKING VIOLATION REVIEW PROCESS REGULATIONS

I. Parking Violation Review Officer

The Parking Violation Review Officer (“Review Officer”), who shall be an independent contractor, shall be appointed by, and serve at the pleasure of, the Mayor and Council, at a rate of compensation to be set by them. The Review Officer shall have the authority to conduct parking violation resolution reviews pursuant to the Code of the City of College Park (“the Code”) and the procedures set out in these regulations. The Review Officer shall have the authority to receive evidence and to issue recommendations based upon that evidence, together with the discretion to recommend a penalty that is less than that set out in §110 of the Code. Any reduction in the said penalties shall be in accordance generally with the criteria provided by these regulations.

II. Procedure

A. Request for Review. The City shall set a review date within thirty (30) days of receipt of a timely notice of request for parking violation review. The parking violation notice and request for review shall be transmitted by the City to the Review Officer, who shall conduct a review on the date specified by the City. The alleged offender shall receive at least ten (10) days notice of the review date.

B. Continuance of Review Date. The Review Officer shall have discretion to continue the review date upon request of the alleged offender or the City, but in no event longer than ninety (90) days from the date of the alleged violation.

C. Conduct of Review. At the time of the review, the Review Officer shall consider all relevant evidence presented. The alleged offender may appear in person at the review proceeding, and/or may submit evidence in writing, including but not limited to documents and photographs.

D. Failure to Appear. If the alleged offender fails to appear in person or by written submission at the review proceeding, it shall be terminated by the Review Officer, and the violation notice shall be returned to the City for further processing.

E. Recommendation. After review of the evidence submitted by the alleged offender, the Review Officer shall make written findings of fact and issue a recommendation. The alleged offender shall be provided with a copy of the findings of fact and recommendation. The Review Officer has the discretion to recommend full assessment of the fine set out in §110 of the Code for the violation, or a reduction to any lesser amount, based on the criteria set out in these regulations.

IN THE EVENT OF A REQUEST FOR REVIEW OF A VIOLATION NOTICE FOR INVALID LICENSE PLATES ISSUED UNDER §184-11(A) OF THE CITY CODE, THE

CAPS : Indicate matter added.
[Brackets] : Indicate matter deleted.
Asterisks * * * : Indicate matter remaining unchanged

REVIEW OFFICER SHALL REDUCE THE FINE TO \$0 IF THE ALLEGED OFFENDER DEMONSTRATES THAT:

(1) THE VEHICLE BEARING THE TAGS WAS PROPERLY REGISTERED AT THE TIME THE VIOLATION NOTICE WAS ISSUED; AND

(2) THE VIOLATION THAT CAUSED THE PLATES TO BE INVALID HAS BEEN RESOLVED BY THE DATE OF REVIEW OR BY A DATE SET BY THE REVIEW OFFICER.

CITY STAFF SHALL WITHDRAW A VIOLATION NOTICE ON THE SAME BASIS. IF THE VIOLATION NOTICE HAS ALREADY BEEN TRANSMITTED TO COURT AT THE TIME OF ANY REVIEW, AND THE TWO ABOVE-REFERENCED REQUIREMENTS HAVE BEEN MET, THE CITY SHALL REQUEST DISMISSAL.

F. Time for Payment or Election. When a recommendation is issued, the Review Officer shall set a date by which: (1) the recommended amount must be paid and satisfied, or (2) an election to proceed to District Court on the parking violation must be made.

G. Failure to Make Payment or Election. If the alleged offender fails to appear at the review proceeding, or after a review proceeding, fails to pay and satisfy the recommended fine or to elect a District Court trial on or before the date set by the Review Officer, then the matter shall be returned to the City for further processing in accordance with §110 of the Code.

H. Notice. Any notice required by these regulations shall be sufficient if delivered in person or if sent by certified mail to the address provided by the alleged offender on the parking violation form.

I. Review Criteria.

(1) Standard of Review. In determining whether or not to recommend a reduced penalty for a parking violation, the standard to be applied is that of the reasonable licensed driver. As part of the review, the Review Officer shall consider the time of day, area involved, terrain, visibility and clarity of signs, signals and markings, prior history of violations, and what a reasonable licensed driver, under the circumstances, would know or do.

(2) Levels of Justification. There are four levels of justification in reviewing a parking violation, as follows:

(a) Sufficient Justification - a finding of sufficient justification supports a fine reduction recommendation to 0. This involves an explanation that clearly demonstrates the individual parked in violation unknowingly, or as a result of an emergency situation. Examples of sufficient justification include but are not limited to the following:

- The vehicle operator became ill and was required to obtain help immediately, or some other emergency situation occurred (documentation of medical emergency may be required).

- Operator has a valid handicapped or parking permit or vehicle license tag but fails to display it inadvertently (documentation required).
- Signs, signals or markings are unclear or misleading.
- Parking meter is broken and the malfunctioning meter report confirms that the meter was broken when the violation was issued.

(b) Acceptable Explanation. A finding of acceptable explanation supports a recommended reduction of one-half (1/2) to one-quarter (1/4) of the fine amount. This category involves those situations in which the alleged offender should have known that a violation was occurring, but because of existing circumstances, acted reasonably. Examples of an acceptable explanation include but are not limited to the following:

- A mechanical or other malfunction that prevents the vehicle from being removed from its location (proof of a sincere, immediate effort to remove the vehicle and documentation of malfunction required).
- An individual truly appears to be disabled, and has applied for, but does not yet have, a Maryland handicapped permit (medical documentation required).
- No valid spaces were available and heavy boxes/equipment/items had to be unloaded.
- An alleged offender explains that the vehicle was parked outside of parking space control lines because other vehicles were.

(c) General Explanation: A finding of general explanation supports a recommended fine of between one-half and the full amount of the fine. This category involves those situations in which the alleged offender should have known that a violation existed but has some explanation for what occurred. Examples of general explanations include, but are not limited to, the following:

- The alleged offender has a handicapped parking permit but no such spaces were available so the individual parked in a “no parking” area.
- The loading/unloading took longer than expected.
- A vehicle is left parked for more than the allowed number of hours because the owner is kept out of town or unavailable for longer than expected.

(d) Insufficient Explanation: A finding of insufficient explanation supports a recommended fine in the full amount. This category involves those situations in which the alleged offender should have known a violation existed but under the circumstances has no reasonable justification for what occurred. The Review Officer shall find an insufficient

explanation when the explanation does not fall within the other categories and/or is without any reasonable justification.

12

Status Report: City's Security Camera Program and Vendor



**CITY OF COLLEGE PARK, MARYLAND
COUNCIL WORKSESSION**

Prepared By: R. W. Ryan, Public Services Director

Meeting Date: 04/07/2020

Presented By: R.W. Ryan, Public Services Director

Consent Agenda: N/A

Originating Department: Public Services

Issue Before Council: Status Report: City's Security Camera Program and Vendor Contract.

Strategic Plan Goal: Goal 4: Quality Infrastructure

Background/Justification:

The City has purchased a system of security cameras. This system includes cameras monitored by UMPD, and cameras which store data on site for forensic retrieval. UMPD live monitors eighteen (18) CCTV security cameras in Old Town/Calvert Hills and three (3) CCTV cameras on Baltimore Avenue between Lakeland and Berwyn House Roads for a total of 21 cameras.

There are 22 fixed focus, 2 Pan/Tilt/Zoom (PTZ) and 1 License Plate Reader (LPR) cameras in the municipal garage. These record on a City server and data is retrieved for police investigators by City IT staff. Maintenance is provided as needed by City contractors.

There are 11 license plate readers on Baltimore Avenue at some cross streets, at Rhode Island Avenue & Edgewood Road and at Metzert Road & St. Andrews Place.

An additional 8 stand-alone cameras have been installed which store video data onsite and are accessible for remote download. There are 13 cameras of this type in various stages of purchase and installation. A key difference between live-monitored cameras and stand-alone "PODS" is the timeliness of data access. Live-monitored camera data access by police is immediate. Police access to data from our stand-alone cameras, at this time, is dependent upon the City's notification of an incident. Either a request for data retrieval is then made to our vendor, or direct access to the cameras is given to police investigators. Our vendor downloads and saves data for the time period requested and provides police investigators with online access to the stored data. This access is usually provided within one business day or sooner. Our vendor has updated PODS software which will allow City approved staff or police to access each standalone camera at any time.

A map of existing and planned camera locations and an inventory of camera projects are attached. This map does not include the single camera proposed for the Trolley Trail just outside of the City's southern boundary (see *Project 10*).

After issuing an RFP for a maintenance contract, a contract was awarded to Hitachi Vantara. This is a five (5) year contract starting 1 July 2018 through 1 July 2023. One amendment was approved to include additional cameras in 2019.

Reports of camera maintenance challenges have resulted from the aging system of original cameras. Those monitored by UMPD are part of the original camera project. When monitored cameras go out of service the UMPD Security Operations Center operators report the problem directly to the Hitachi service center by email. City staff are copied to enable quality control of the maintenance contract. In most cases, cameras can be restored to service remotely. When a camera or connectivity cannot be restored remotely a technician is dispatched the next workday or sooner. Cameras which have reached the end of their service life are being replaced. Older Pan/Tilt/Zoom cameras are being replaced with 360 degree viewing camera PODS, similar to those that UMD is migrating to.

Fiscal Impact:

The 5-year maintenance contract cost \$133,207.50

Council Options:

Review status report and decide if further discussion is needed

Staff Recommendation:

Status Report Only

Attachments:

1. Maintenance contract and amendments.
2. Security Camera Projects as of 03/31/2020.
3. Security Camera Maps.

CONTRACTOR AGREEMENT

THIS CONTRACTOR'S AGREEMENT (the "Agreement") is effective as of this 1st day of July 1, 2018, by and between the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, MD 20740 and HITACHI VANTARA CORPORATION, hereinafter referred to as "Contractor," whose address is 500 Park Boulevard, Suite 300, Itasca, IL 60143.

WHEREAS, the City owns software and hardware, including but not limited to digital video surveillance solutions, System video management software, surveillance and wireless infrastructure, equipment, such as CCTV and LPR, and signal transmission equipment and supports services related to the same; and

WHEREAS, there is now in place in the City a wireless video System ("System"), including closed circuit ("CCTV"), pan-tilt zoom ("PTZ") or fixed cameras and license plate readers ("LPR"); and

WHEREAS, the City purchased and installed the equipment provided for in the System, and the initial warranty and maintenance contract for most components has now expired; and

WHEREAS, the City desires to make provision for support and maintenance for the components of the System that are no longer under warranty, and to add components in the future as each respective warranty period ends; and

WHEREAS, the City desires that Contractor provide such services; and

WHEREAS, the Contractor has agreed to provide services to support and maintain the System.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Appointment.** The City hereby engages Contractor, as an independent licensed contractor and not as an agent or employee of the City, to provide support and maintenance for the City's System, which currently consists of 54 CCTV PTZ or fixed focus cameras and 14 LPR's, and which may be expanded to include additional cameras and LPR's, and Contractor hereby accepts such work, subject to the terms and provisions of this Agreement.

2. **Scope of Services.** Pursuant to this Agreement, the Contractor agrees to furnish all the material and perform all of the Services (as defined below) in compliance with the requirements and standards contained in the Contract Documents, as defined herein. All Services shall be performed in accordance with all applicable electrical codes, and standards in the industry. The services to be provided by Contractor pursuant to this Agreement are referenced in the Contractor's Proposal for which is attached hereto and marked as Attachment 1 and incorporated herein by reference (the "Services").

The services to be provided under this Agreement shall include, without limitation, the following:

A. Dedicated Staff:

- One Affiliate Field Engineer base in the D.C. Metro Area and available on-site within 24-hours.
- Monday – Friday, 8a-5p EST (Guaranteed response time of 8-hours)

B. Help Desk Support:

- Staff to monitor the status of all cameras as needed
- Daily remote audit of all cameras
- Case tracking
- Remote management (desktop, server, cameras)
- Field dispatch of local affiliate
- Review, duplication and coordination of all requests from the City or its designated operations centers for video and LPR data as needed for police/forensic investigations. Information shall be provided within 24-hours, or ASAP for active incidents.

C. Training:

- Quarterly as needed for operations center or city staff.

D. Multiple Support Options

- Phone: xxx-xxx-xxxx
- Email: johndoe@contractor.com
- Text: xxx-xxx-xxxx
- Web: “www.contractor.com”

E. Software Support

- Full software support on all systems and equipment
- Service releases when warranted
- Software logs.

F. Hardware Support

- Hardware logs.
- All components determined to be faulty in the field shall be sent back for depot repair. If it is determined that it cannot be repaired, or the replacement is less expensive, then the City will be quoted for the replacement part.
- The Contractor or its affiliates shall maintain an inventory of replacement equipment and parts available on-site within 48-hours.
- The Contractor will provide full preventive maintenance every 90 days (quarterly) or a lesser time frame as needed, including physical inspection, maintenance and repair of all equipment
- The Contractor will provide continuous electronic monitoring of all camera functional status using IOT monitoring software.

A listing of the equipment to be covered by this Agreement is attached as **Attachment 2**. Equipment may be added from time to time as the System is expanded. Further, Contractor agrees to work with the City and the University of Maryland Police Department with respect to reported outages for components of the System, and to provide reports with respect to the status of various work orders through the Contractor's work order center as reasonably requested by the

City. Work order requests will be accepted and processed 24/7/365 via email notification by either the City of College Park or the UMPD Security Operations Center or other designated police operations center.

Notwithstanding anything in this Agreement to the contrary, Contractor shall have no liability or responsibility for (a) services required due to maintenance, changes or other alterations to the System or equipment not performed by Contractor or its personnel (b) unauthorized installation, moving, or removing of the System or equipment, options, attachments or cables, (c) replacement of parts, repair of damage or increase in service time to equipment resulting from fire, lightning, flood, wind, accident, theft, abuse, neglect, misuse, natural disaster, or any causes other than ordinary use for which the System and/or equipment were intended and ordinary wear and tear, (d) electrical work external to the System and/or equipment or maintenance of accessories, attachments or other devices not listed on Attachment 2, or (e) service or repair due to failure of electrical power, air conditioning or humidity control.

3. Term. The term of this Agreement is five years from commencement of the Services, unless terminated earlier in accordance with this Agreement. Services shall commence on July 1, 2018. It is understood by the parties hereto that time is of the essence in the completion of the Services under this Agreement.

4. Contract Price. The City agrees to pay the Contractor, as consideration for the Contractor's performance in satisfaction of all obligations under this Agreement, a not to exceed price of \$133,207.50 for the term, as more particularly described in Attachment 1. The equipment to be maintained for this contract price is listed in Attachment 2. Any service and labor charges not covered under the terms of this Agreement shall be charged by Contractor at the following rates: Monday - Friday \$150.00/hour; Saturday, Sunday & Holidays and hours billed after normal working hours (7am-6pm) will be billed at \$250.00/hr.

All incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams, CAD's and photographs, are included in the contract price. Invoices for payment of Services not covered in this contract may be submitted on a monthly basis. In no event shall the amount billed by the Consultant exceed that amount attributed to the Services completed as of the date of the bill.

Additional services related to this project shall be provided by the Contractor on an as-needed basis as agreed by the parties in writing. Additional cameras and LPR's to be included under this Agreement are to be charged at the unit price contained in the Contractor's proposal with respect to such additional services.

5. Contract Documents. This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form this Agreement and are termed the "Contract Documents" and are binding upon the parties:

- A. Attachment 1 Contractor Proposal;
- B. Attachment 2 List of equipment;
- C. Certificate(s) of insurance;
- D. Required affidavits and certifications; and

E. Request for Bid Proposals, including Addendum dated May 23, 2018

In the event of any conflict or discrepancy in the contract documents, the terms of this Agreement shall prevail.

6. **Other Payments; Expenses; Taxes.** The City will not be responsible for any cost or expenses of operation of any kind associated with Contractor's provision of Services pursuant to this Agreement, except as set out herein. Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Services except as set out herein. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement the Contract Documents except as set out herein.

It is expressly understood and acknowledged by the parties hereto that the contract price payable hereunder shall be paid in the gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that Contractor, as an independent Contractor of the City, is responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, Social Security payments, unemployment compensation payments, and any other fees, taxes, and expenses whatsoever. In the event that Contractor is deemed not to be an independent Contractor by any local, state or federal governmental agency, Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including, but not limited to, attorneys fees incurred thereby. The City is a non-taxable entity.

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile liability coverage, and workers' compensation insurance with limits of not less than those set forth below. On each policy, with the exception of the workers compensation coverage, Contractor will name the City of College Park as an additional insured with an additional insured endorsement.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of \$1,000,000.00 each occurrence/aggregate;

(2) Property damage liability insurance with limits of \$1,000,000.00 each occurrence/aggregate. All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage \$500,000.00 for each occurrence/aggregate.

C. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000.00.

Contractor covenants to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

8. Indemnification. The Contractor shall indemnify and save harmless the City, its officers, employees and agents, from all suits, actions and damages or costs of every kind and description, including reasonable attorney's fees, arising directly or indirectly out of the performance of this Agreement caused by the negligent act or omission, intentional wrongful acts, intentional misconduct or failure to perform with respect obligations under the Agreement on the part of the Contractor, its agents, servants, employees and subcontractors. The obligations of Contractor under this Section shall survive the expiration or termination of the Contract.

9. Licenses and Permits, Applicable Laws. Contractor will be responsible for obtaining any and all licenses and permits pertaining to performance of Services under this Agreement. All services and materials provided by Contractor shall conform to all applicable laws and regulations.

10. Materials and Standard of Work. All Services performed, and material provided pursuant to this Agreement shall be in conformance with standards and specifications applicable in the industry. All Services shall be performed in a neat and workmanlike manner by trained and experienced personnel. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor at Contractor's expense, notwithstanding that such deficiencies have been previously accepted or were due to no fault of the Contractor.

11. Subcontracting. The Contractor may not subcontract any other Services required under this Agreement without the consent of the City (not to be unreasonably withheld, conditioned or delayed). If the Contractor wishes to subcontract any of the Services, it must provide subcontractor names, addresses, and telephone numbers and a description of the Services to be done. The Contractor is not relieved of primary responsibility for full and complete performance of any Services identified to the subcontractor. There shall be no contractual relationship between the City and the subcontractor.

12. Accurate Information. The Contractor certifies that all information provided in response to requests for information is materially true and correct. Any materially false or misleading information is grounds for the City to terminate this Agreement.

13. Errors in Specifications. The Contractor shall take no advantage of any error or omission in the specifications; provided, that in no event shall Contractor have any liability to the

City under this Agreement to the extent Contractor complies with specifications provided by the City prior to notice of the error or omission. The City shall promptly make such corrections and interpretations as may be deemed necessary and that decision shall be final.

14. **Site of Services.** At the option of the Contractor, and unless otherwise restricted by the applicable Scope of Services, the Services may be performed at Contractor's or its subcontractors' or agents' facilities, or as agreed to by the parties.

15. **Contractor Staff.** The parties are and shall be independent contractors to each other. Nothing herein shall be construed as creating an agency, joint venture or partnership among or between the parties. Contractor's employees are not, nor shall they be deemed, employees of City. City shall have no right to control the manner, means, or method by which Contractor and its employees perform the Services. Contractor shall determine which of its staff shall perform Services for City hereunder and shall have the sole right to reassign a staff person if such re-assignment does not interfere, in Contractor's sole judgment, with the Services required to be performed hereunder.

16. **Confidentiality.** The City acknowledges and agrees that all materials, documents and information including, without limitation, trade secrets, inventions, intellectual property rights, know-how and information relating to the technology, customers, potential customers, business plans, promotional and marketing activities, finances and other business affairs of Contractor are the exclusive property of Contractor and the City will have no rights, by license or otherwise, to disclose, exploit or use such information, intellectual property or technology, except as set forth in this Agreement. Notwithstanding the foregoing, the City may disclose Contractor's confidential information to the extent required by the Maryland Public Information Act or other applicable law. Contractor shall mark any information that it wishes to remain "confidential" or "proprietary" before providing the information to the City. In the event that, pursuant to the Maryland Public Information Act or other process, the City receives a request for information that has been so marked by Contractor, and the City agrees that the information may be exempt from disclosure under Maryland law, then the City will not disclose the information and will notify the Contractor of the request. Contractor's failure to so mark any information, document or other materials shall not deprive it of confidential status. Contractor agrees to keep confidential the capabilities, maintenance history and security plan for City cameras and LPR's.

17. **Miscellaneous.** Title and paragraph headings contained herein are for convenience only. These terms and conditions shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assignees. Neither party may assign any of its rights or obligations hereunder without the written consent of the other party. Notwithstanding anything herein to the contrary, Contractor may assign any of its rights hereunder in connection with financing provided by a commercial lender. In the event of insolvency of either party, this Agreement shall terminate immediately at the election of the other party.

18. **Injury to Property.** In case of any direct or indirect damage done to public or private property resulting from the negligence or intentional misconduct on the part of the Contractor, its agents, servants or employees, the Contractor shall, at its own cost and expense, restore such property to a condition similar or equal to that existing before such damage was

done. In case of failure on the part of the Contractor to so restore such property or properties, the cost of such restorations shall be deducted from any monies due or to become due the Contractor under the contract, or the City may deduct from any monies due the Contractor, a sum sufficient, in the judgment of the Project Manager, to reimburse the owners of the property so damaged. This remedy shall be in addition to, and not in place of, any other remedy allowed by law. In no event shall Contractor be responsible for any direct or indirect damage done to public or private property to the extent caused by any party other than Contractor, its agents, servants or employees.

19. Construction and Legal Effect. This Agreement, including all Contract Documents, constitutes the entire understanding between the parties. No modification or addition to this Agreement shall have any effect unless made in writing and signed by both parties hereto.

20. Relief. The Contractor recognizes the substantial and immediate harm that a breach or threatened breach of this Agreement will impose upon the City, and further recognizes that in such event monetary damages may be available to the City. Accordingly, in the event of a breach or threatened breach of this Agreement, Contractor consents to the City's entitlement to seek ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of its obligations set forth herein. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from Contractor.

21. Termination for Default. Notwithstanding anything to the contrary herein, this Agreement may be terminated upon the failure of the Contractor to deliver work, supplies, materials or services in a timely manner, to correct defective work or materials, to act in good faith, or to carry out the work in accordance with contract documents, each of which shall constitute a breach of this Agreement. Upon the happening of such a breach, the City may terminate this Agreement. Either party may terminate this Agreement following the breach of a material term of this Agreement by the other party which breach has not been cured by the thirtieth (30th) day following written notice of such breach to the breaching party, without prejudice to any rights accrued prior to such termination. This provision shall not limit either party in exercising any other rights or remedies it may have.

22. Termination for Convenience. The performance of Services under this Agreement may be terminated in whole or in part at any time upon written notice when the City determines that such termination is in its best interest. The City will be liable only for labor, materials, goods, and services furnished prior to the effective date of such termination and in no event will the City be liable for loss of profit on services not performed.

23. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

To the City:
Scott Somers, City Manager

4500 Knox Road
College Park, MD 20740

To the Contractor:
HITACHI VANTARA CORPORATION
500 Park Boulevard
Suite 300
Itasca, IL 60143.

24. **Costs.** In the event of any breach or failure by a party to fulfill any term, covenant or provision of this Agreement, the breaching party shall be responsible for any and all costs and expenses, including reasonable attorneys' fees, incurred on account of such breach.

25. **Enforcement Provisions.** The failure of the City or Contractor, at any time, to enforce any of the provisions of this Agreement, or any right with respect thereto, will in no way be construed to be a waiver of such provisions or right, or in any way to affect the validity of this Agreement. The exercise by either party of any rights under this Agreement shall not preclude or prejudice the subsequent exercise of the same or any other rights under this Agreement.

26. **Governing Law.** This Agreement shall be governed by the laws of the State of Maryland, excluding its conflict of law rules, as if this Agreement were made and to be performed entirely within the State of Maryland.

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

28. **Set-Off.** In the event that Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof or after termination of the relationship created hereunder, the City shall have the right to offset any amount so owed by the Contractor against any compensation due the Contractor from the City.

29. **Non-Discrimination.**
The City of College Park is an Equal Opportunity Employer. Discrimination based on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work is expressly prohibited. B. The Contractor certifies that it does not discriminate on the basis of race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, political affiliation or any other factors not related to the ability to perform the work.

30. Equal Benefits.

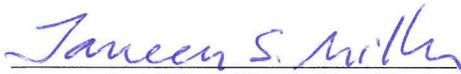
A. Contractor must comply with the applicable provisions of § 69-6 of the City Code. The Contractor shall provide the City Manager, or his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with these provisions.

B. Upon request, the Contractor shall provide evidence of compliance with the provisions of § 69-6 of the City Code upon each new bid, contract renewal, or when the City Manager has received a complaint or has reason to believe the Contractor may not be in compliance with the provisions of this section.

C. The failure of the Contractor to comply with § 69-6 of the City Code will be deemed to be a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:


Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By: 
Scott Somers, City Manager

HITACHI VANTARA CORPORATION

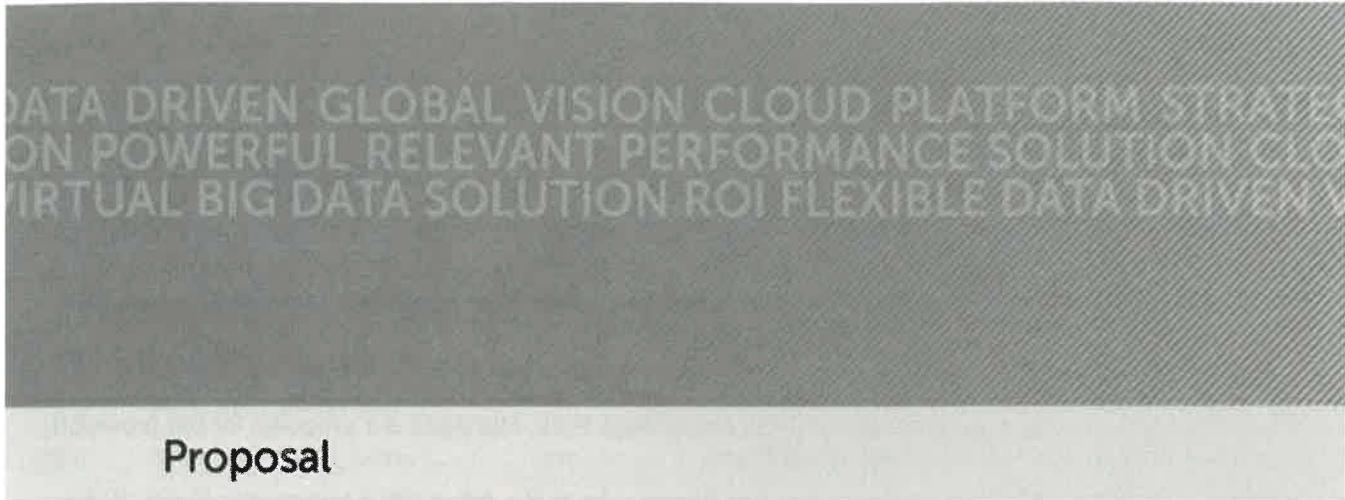
By:  9-12-2018

WITNESS

Name and Title: _____ - **K. L. Barnes**
Division Sales Controller

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: 
Suellen M. Ferguson, City Attorney



Hitachi Vantara Proposal for:

**City of College Park, Maryland
Maintenance Contract for Video Surveillance System
RFP CP-18-10**

May 25, 2018

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

Director of Finance
Finance Department
City of College Park

4500 Knox Road
College Park, Maryland 20740,

RE: RFP City of College Park, Maryland Maintenance Contract for Video Surveillance System RFP CP-18-10

Hitachi Vantara is pleased to present to the City of College Park, Maryland our proposal for the provision of Maintenance for the Video Surveillance System.

Hitachi Vantara acquired Avrio RMS Group and Pantascene in the fall of 2014 to form the Public Safety and Visualization division within Hitachi. The Public Safety division brings over a decade of expertise in providing law enforcement with critical surveillance solutions including city wide camera networks. The Hitachi Vantara Smart Spaces and Video Intelligence Division has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience we learned which technologies work to help reduce crime, provide for increased safety for residents and responders and to secure critical infrastructure.

Hitachi Vantara also provides Installation and maintenance on city wide video surveillance systems for numerous municipalities around the country. Some of these systems operate exclusively on a wireless networks while many operate on a hybrid backbone including wireless, fiber and hardwired networks. Hitachi Vantara personnel have vast experience in the deployment and maintenance of numerous radio manufactures products which include but are not limited to Firetide, Motorola, Ubiquity, Fluidmesh and Redline.

We propose to provide maintenance for the video surveillance system for the City of College Park, Maryland. Please accept the attached proposal as our official response to the City of College Park, Maryland for Proposal. Whereas all information contained within is factual and true and meets the response criteria of all RFP sections.

We remain very excited by this opportunity. If you have any questions, please contact me using the information below:

Tania Mancilla
Technical Resource Center Manager, Smart Spaces & Video Intelligence
Hitachi Vantara
Mobile: 773-860-5022 | Work: 877-899-9334
Email: taniamancilla@HitachiVantara.com
500 Park Boulevard, Suite 300, Itasca, IL 60143

City of College Park, Maryland

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1. Executive Summary

1.1 Overview

Hitachi Vantara acquired Avrio RMS Group and Pantascene in the fall of 2014 to form the Smart Spaces and Video Intelligence division within Hitachi. The Public Safety division brings over a decade of expertise in providing law enforcement with critical surveillance solutions including video and license plate recognition (LPR) systems. The Hitachi Vantara Smart Spaces and Video Intelligence Division has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience we learned which technologies work to help reduce crime, provide for increased safety for residents and responders and to secure critical infrastructure.

Our portfolio includes LPR, network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for the municipal and federal government markets. Collectively these solutions address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. Lastly, we have developed the best in class visualization and sensor integration engine on the market today – called Hitachi Visualization Suite (HVS).

1.2 Qualifications & Technical Expertise

Hitachi Vantara is a pioneer in crime fighting wireless video surveillance solutions and has become a leader in the field of public safety systems integration. The Hitachi Vantara team has deployed video surveillance systems for numerous governmental entities around the country and in the Caribbean, and through first-hand experience, enhanced the technologies to help increase safety for residents, responders and to secure critical infrastructure.

Our portfolio includes city-wide wireless, facial recognition, license plate recognition, centralized and decentralized network digital video recording and playback, content analysis and video intelligence, wireless and mobile surveillance, systems integration and turnkey surveillance solutions for municipal governments and the federal government. Collectively these solutions address complex integrations of disparate systems with the goal of improving response times and situational awareness for the public safety market. We have developed and deployed into production the best in class visualization and sensor integration engine on the market today.

Hitachi Vantara has achieved many firsts including:

- First city-wide video over wireless-mesh deployment.
- First IP-Surveillance deployment at Customs and Border Protection.
- Design and deployment of the largest wireless camera integration project in the nation with over 1,200 cameras in Chicago.
- First to deploy Genetec/Security Center including LPR video and access control.
- First to deploy cloud computing/server-less storage with over 100TB of usable storage.

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Municipalities that have engaged Hitachi Vantara include, among others:

Washington, DC	Moreno Valley, CA	Orlando, FL	Charleston, WV
Chicago, IL	County of Fresno, CA	Duluth, MN	Austin, TX
Denver, CO	City of Charlotte, NC	Phoenix, AZ	Wilmington, DE
St. Paul, MN	City of Paterson, NJ	Pittsburgh, PA	
Rochester, NY	Antigua, West Indies	Cincinnati, OH	
Nassau, Bahamas	Port Authority of Pittsburgh, PA	Cayman Islands	

2. Business Organization

2.1 Legal Name and Address

Hitachi Vantara is a part of Hitachi, Ltd, headquartered in Tokyo, Japan. Hitachi Vantara USA Corporate headquarters is located at 2845 Lafayette Street, Santa Clara, CA 96050-2639, telephone number 408-970-1000 or info@hitachivantara.com.

2.2 Principal Officers

Hitachi Vantara is a wholly owned subsidiary of Hitachi, Ltd. We have over 6,300 employees spread across 100 countries and regions. Our management team including principal officers including name, title and tenure can be found at on our website at the following location: <https://www.hitachivantara.com/en-us/company/leadership.html>

2.3 About Hitachi, Ltd

Hitachi, Ltd. (TSE: 6501), headquartered in Tokyo, Japan, delivers innovations that answer society's challenges with our talented team and proven experience in global markets. The company's consolidated revenues for fiscal 2013 (ended March 31, 2014) totaled 9,616 billion yen (\$93.4 billion). Hitachi is focusing more than ever on the Social Innovation Business, which includes infrastructure systems, information & telecommunication systems, power systems, construction machinery, high functional materials & components, automotive systems, health care and others. For more information on Hitachi, please visit the company's website at <http://www.hitachi.com>.

2.4 About Hitachi Vantara

Hitachi Vantara provides information technologies, services and solutions that help companies improve IT costs and agility, and innovate with information to make a difference in the world. Our customers gain compelling return on investment (ROI), unmatched return on assets (ROA), and demonstrable business impact. With over 6,300 employees worldwide, Hitachi Vantara does business in more than 100 countries and regions. Our products, services and solutions are trusted by the world's leading enterprises, including more than 70% of the Fortune 100 and more than 80% of the Fortune Global 100. Visit us at <https://www.hitachivantara.com/en-us/home.html>.

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3. Prior Experience & References

3.1 Experience/Qualifications/Ability to Perform

Hitachi Vantara has extensive expertise and the experience relative to the scope of work and specific requirements contained in City of College Park, Maryland RFP. Hitachi Vantara has more than ten (10) years' experience designing, installing and supporting enterprise-level surveillance systems for City-wide environments. This section includes the names, addresses and phone numbers of contact persons, size and scope (magnitude & complexity) of products/services provided, the date of contract award and period of performance.

Hitachi Vantara has deployed dozens of similar solutions around the country and has adopted a teaming methodology that ensures success on projects of this scope. Our expert solution managers, wireless field engineers and project managers bring years of real-world expertise working with the specific products proposed. Hitachi Vantara deploys more wireless mesh based video solutions for municipalities than any other company in the country. Some of our larger customers, with projects in excess of \$2 Million and based on similar wireless and video technologies, include Denver, St. Paul, and Washington D.C.

3.1.1 Proposer's Philosophy

Hitachi Vantara takes full responsibility to provide agile responses to client needs without the bureaucratic slowdowns that sometimes encumber the decision-making ability of larger organizations. We empower our Solutions Managers/Project Managers and Field Engineers with the information, tools and methodology they need to ensure all projects are completed on time and exceed the operational goals set by our clients. All our engineers have participated in past projects similar to this project. They bring valuable experience to the overall project team. This is essential for ensuring success on projects of this level of complexity. Because we are a matrix organization, we can quickly pull resources from other areas of the Country or other projects and assign them to specific tasks for this project. Lastly, our methodology includes partnering with the best local firms for augmenting our teams and providing local presence for the duration of the project as well as ongoing support.

3.1.2 Supporting Partnerships

Hitachi Vantara has adopted a rigorous vetting process for subcontractors around the country. This includes evaluating past performance, specific low-voltage electrical certifications and licenses, and possessing the right tools and equipment to ensure physical deployment meets high quality standards. Our engineers and managers work hand-in-hand with our subcontractors, directing every facet of the deployment to ensure overall project success.

3.2 References

It is the intent of the City of College Park, Maryland to select a vendor with extensive experience. Hitachi Vantara has included dates, contact persons with their phone number and email, as well as a brief description of the project and scope of work.

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1) City of Denver, CO

- Contact:
 - Name: Tony Weathersby
 - Address: 1331 Cherokee Street Denver, CO 80204-4507
 - Phone : (720) 913-6867
 - Email : tony.weathersby@denvergov.org
- Last Installation Date: 2013
- Project Size: \$3,000,000
- Description of Project:
 - Hitachi Vantara deployed a 75-camera system across the City ahead of the DNC in August of 2008. The system included integrations with external camera systems and feeds to the multi-agency communications center where FBI, Secret service and 60 other agencies used the system to secure the areas in and around the convention. Hitachi Vantara recently completed Phase II where we integrated Denver Public Schools cameras into the Police Department's head-end video management system.
 - Hitachi Vantara's role was to:
 - Design and deploy a 75-unit camera system – has grown to over 250 currently.
 - Design and deploy a wireless network so that cameras anywhere in the City could be viewed at a Multi-agency communications center.
 - Install an open and scalable video management system.
 - Integrate the Denver Public Schools into the Police Department's system.
 - Train users to effectively use the system.

2) City of Washington DC

- Contact:
 - Name: Bruce Healey
 - Address 300 Indiana Avenue, NW, Room 5059, Washington, DC 20001
 - Phone: 202-277-1183
 - Email: bruce.healey@dc.gov
- Last Installation Date: 2014
- Project Size: \$2,000,000
- Description of Project:
 - Hitachi Vantara installed sixteen new portable outdoor digital surveillance system camera units (PODSS) across the city. In addition, the existing DVTel recording and monitoring stations were upgraded to Genetec Omnicast. Hitachi Vantara installed a highly scalable head-end system at MPD headquarters consisting of a video management and recording system based on Genetec and Pivot3 and tied the existing 70 camera system currently running on Pelco Endura into the new head-end via the video and sensor interoperability product called HVS. All existing wireless communications infrastructure from these sites to MPD headquarters were replaced with Fluidmesh radios.
 - Hitachi Vantara's role was to:
 - Install an open, scalable video management system.
 - Train users to effectively use the system.

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3) City of Saint Paul, MN

- Contact
 - Name: Tim Lynaugh
 - Phone: (651) 665-7563
 - Email: Tim.Lynaugh@securian.com
- Project Size: \$4,500,000
- Last Installation Date: 2013
- Description of Project:
 - Hitachi Vantara deployed a 125-camera system across the City before the RNC in September of 2008. The system was used to track and help prosecute violent protestors during the Convention. Hitachi Vantara integrated existing Minnesota Department of Transportation (MN/DOT) cameras into the new head-end system and created a turnkey command and control room including a video wall and monitoring workstations equipped with state-of-the-art touch screens and mapping. Hitachi Vantara developed a comprehensive web interface for the system that allowed 300 simultaneous users to gain access to the more than 100 cameras deployed.
 - Hitachi Vantara's role was to:
 - Design and deploy a wireless network so that cameras anywhere in the City could be viewed at Multi-agency communications center.
 - Install an open, scalable video management system.
 - Train users to effectively use the system.

4. Qualifications of Team

Hitachi Vantara has provided a list, including organization chart and bios for each, for persons who will provide support to City of College Park, Maryland as part of the project.

The city will have multiple direct and in-directs contacts for their needs:

- **Jawaid Chotani – Sales Director – Northeast, Smart Spaces and Video Intelligence**
 - Jawaid will provide the sales-related functions for new and existing queries.
- **Peter Palmasano, Director, Solution Architecture and Design**
 - Peter will provide the technical expertise to any sales-related functions for new and existing queries.
- **Tania Mancilla, Technical Resource Center Manager**
 - Tania's team will be able to facilitate 24/7 support service for the city of College Park, Maryland, which will guarantee on-time response to any outages
- **Brian Adams, Technical Resource Center Analyst**
 - Brian is part of Tania's team providing 24/7 support service for the city of College Park, Maryland. He is an example of the depth of knowledge offered on the Technical Resource Center team.
- **Delivery Engineering Team**
 - The Delivery Team, run by Steve Katz, offers a range of local and regional resource available to support the city for support as well as on new installations.
 - Example bios of these below include: Jon Polly and Pedro Ruiz.
- **Pedro Ruiz, Delivery Engineer**
 - Pedro is part of Steve's team providing range of services covering new installations and supporting existing customers.
- **Local Partner Resources – Onsite Support**
 - Hitachi Vantara will be partnering with a key local Partner resource to provide a range of technicians to provide day to day support for city of College Park, Maryland. These resources will be managed by Hitachi Vantara throughout the project.

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Team Brief Bio:

Jawaid Chotani

Jawaid Chotani is a top-selling professional and a senior sales executive with over twenty-five years of experience. Jawaid am a visionary and an entrepreneur having assisted in launching new companies and products in two continents. Having built relationships and defined dreams to reality, Jawaid manages teams throughout the go-to-market realms and am recognized as a leading specialist in new business model development.

Peter Palmasano

Peter Palmasano has over 10 years in the IT industry and specifically over 8 years in the physical security space. Peter's roles range from sales engineering, support, field engineering, training, partner management, etc. Peter is currently the east coast Director of Solution Architect and Design for the Smart Spaces and Video Intelligence team. He will provide the technical expertise to any sales-related functions for new and existing queries for the City of College Park, Maryland.

Tania Mancilla

Ms. Mancilla has been a support manager focusing on video surveillance industry for the past 7 years. She currently runs our support desk which provides 24x7x365 support for all of our customers around the country. With more than 6 years of managing engineering teams including project managers and electrical subcontractors, Ms. Mancilla understands all facets of IP-Surveillance support and maintenance. With certifications in multiple VMS applications and wireless technologies including Milestone, Genetec, Verint, OnSSI and Firetide, Tania is ideally suited for helping our customers with any issues that may arise.

Brian Adams

Brian's primary job responsibility is assisting Hitachi Vantara customers, troubleshoot and solve video management system technical support issues. Brian has an advanced level certification in Milestone DVMS and is experienced with Genetec's Omnicast and Security Center versions, OnSSI video management systems, Verint's Nextiva DVMS, and Pixel Velocity video management software. He also has a certification with Axis Communication and is quite knowledgeable about various brands of surveillance cameras and their operation. Brian is also highly skilled in various datacenter technologies such as server administration, networking, and storage administration, in which I hold two EMC Proven Professional certifications.

Pedro Ruiz

Pedro has supervised, worked on the development, and implementation of CCTV Surveillance solution since 2007. He has in the production and installation of more than 4,000 CCTV camera systems use in the cities of Bayonne NJ, Buffalo NY, Chicago, Moreno Valley CA, Fresno CA, Dallas TX, Antigua, Nassau Bahamas, Washington DC and many others. Perform maintenance and repairs of low voltage camera systems. He is certified by Genetec, Milestone, Hitachi Video Analytics, Hitachi VMP and OnSSI.

Jon Polly

Mr. Polly has almost 16 years of experience in the Physical Security industry. Mr. Polly's career began as a police officer for Charlotte, NC. He then moved to managing physical security for the worldwide headquarters of a large non-profit ministry where he helped design the physical security of a very public venue that has over 300,000 people attend yearly. He has installed and serviced physical security

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equipment, but not limited to Cameras, Access Control, Fire Alarm, Burglar Alarm, and Infant Abduction systems. Mr. Polly has worked diligently to expand three of Hitachi Vantara cities – Charlotte, NC; Raleigh, NC; and Charleston, SC with the design and implementation of wireless video using mesh radios for citywide surveillance. Mr. Polly has been requested as a technical advisor and member of the design team for a large multi-million-dollar project in Washington, DC to incorporate all city entities into one large centrally recorded redundant video architecture. Mr. Polly holds degrees in Criminal Justice and Anthropology as well as being a Critical Chain Project Manager holding the IC3PM Certification in good standing.

5. Approach

Hitachi Vantara acknowledges that the City is seeking a qualified vendor to maintain, install and service an existing overt camera system. The following additional information is a narrative description how Hitachi Vantara typically satisfies these services. Our intimate knowledge of the City's system gives us a unique advantage in efficiently maintaining the system and will allow us to effectively fulfill the requirements of the RFP.

5.1 Summary

Hitachi Vantara has the skills and experience to develop and deploy complete physical security solutions, and through that experience understands the landscape necessitates a structured dynamic, collaborative approach to developing the end-to-end solutions for our clients. A dynamic, collaborative, iterative approach, rather than a linear path creates a foundation that provides flexibility in the overall physical security solution. We understand the fluidity of advancing technologies with new capabilities that open-up new opportunities for improvement and work as a team to meet those challenges.

Each of the processes described herein are part of the Hitachi Vantara's approach to meeting your physical security requirements and are further described herein. Although not every project requires each process, and many can be done simultaneously, many require even an abbreviated effort for project success.

5.2 Requirements Gathering

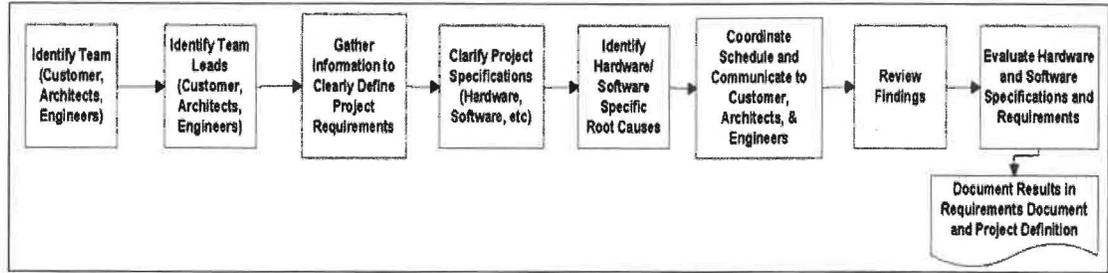
This phase of the methodology includes the detailed discovery of all existing assets, their functions, reusability and effectiveness in meeting customer's existing goals and objectives, any new regulatory requirements, and their interoperability in meeting any new goals and objective.

The first step in documenting requirements is identifying the team and team leads within Hitachi Vantara, subcontractors and customer. This may include personnel from various division and/or department and may include architects, subject matter experts and engineers. This team may be part of a project management office, depending on the size or number of concurrent projects managed by the team for a single customer. This select team would create and/or review project requirements, any existing procedural details (Use Cases), evaluate the usability of existing assets and their integration capabilities through both hardware and software, discover improvement criteria, and develop the key goals and objectives.

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Requirements Gathering Process

This physical security collaboration would also gather and review any existing as-builts, drawings and diagrams available for data and power specifications and pathways and discover the physical security systems and their objectives, and documenting the systems while uncovering customer pain points and root causes.

The proposed schedule below will be based on gathering full systems requirements and architecture and design of the final solution, which may include repurposed equipment, reused hardware and existing systems, require software integration all of which effect the schedule.

Hitachi Vantara typically works closely with client to agree on milestones. Below is an example.

Conceptual High Level Schedule								
	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Site Surveys	Yellow							
Cost Analysis	Yellow							
Architectural Design	Yellow	Yellow	Yellow	Yellow				
Procurement					Yellow	Yellow		
Implementation				Yellow	Yellow	Yellow	Yellow	Yellow
Document Deliverables						Yellow	Yellow	
Acceptance Testing							Yellow	Yellow
Support Transition								Yellow

Proposed High-Level Schedule

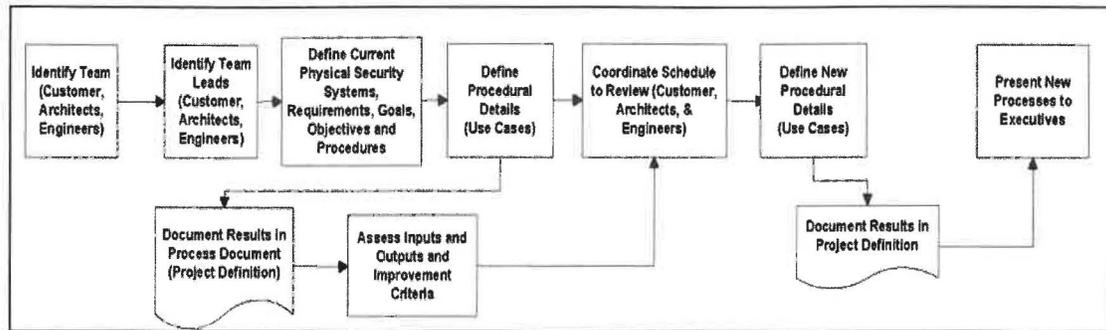
5.3 Process Improvement

This phase analyzes procedural details for each security system and how they can be integrated to create a smarter security surveillance system to improve efficiencies, decisions and reduce cost and risk. Process improvement may be something as simple as acknowledging an automated alarm by clicking an automated acknowledgement alert within the VMS for accountability.

If no existing documentation exists, the first stage of this process includes defining existing physical security procedural details (Use Cases) and whether they satisfy existing or new corporate and/or regulatory requirements. This is accomplished by performing interviews of subject matter experts outside of team (if necessary) and by evaluation of security subsystems, and current functions to uncover any select pain points to determine root cause analysis.

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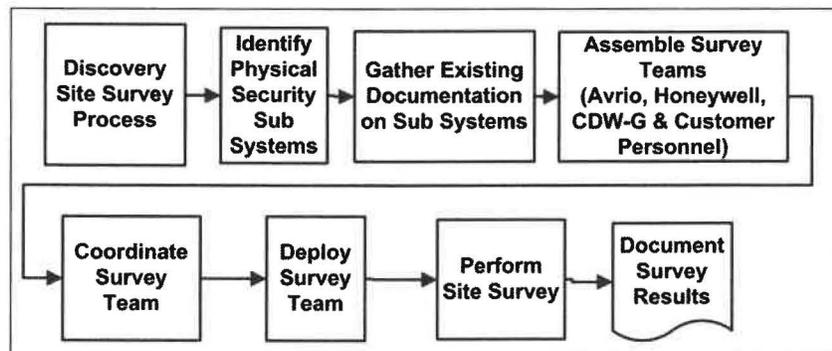
Process Improvement Process

Also included within this phase is a discovery site survey and thorough evaluation of physical security system hardware and software specifications, capabilities and interoperability to determine usability of existing assets and determine the most cost-effective method of improving system’s intelligence to better meet objectives and requirements.

The documentation of the new procedural details (Use Cases) along with an executive presentation, which explains the improvements, streamlined objectives and how they will satisfy new objectives and requirements will be provided.

5.4 Discovery Site Survey

There may be a need for a high-level discovery phase to identify and evaluate the existing physical security subsystems, their existing supporting processes and procedures in order to establish a baseline for process improvement, and validate requirements. This discovery site survey may be required for each location and would be a collaborative effort including personnel from various divisions and/or departments and may include architects, subject matter experts and engineers.



Discovery Site Survey Process

This task involves the identification and coordination of all parties required to perform the discovery site survey to insure the right people are available to answer the right questions, including the identification of relevant physical security subsystems, their functionality and type of existing equipment, their potential integration capabilities and physical integration (if necessary) and a cursory review of supporting

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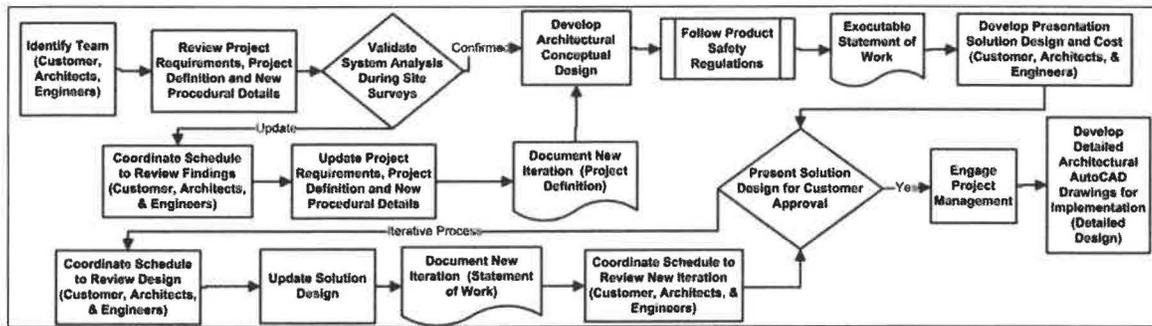
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infrastructure (data, network and power). The discovery site survey results will be included in the overall Solution Design Document.

5.5 Solution Architecture and Design

This phase determines how to best design the solution, choosing the depth of the project, the schedule, and the hardware and software to best satisfy both project and business requirements. This is also where the team determines how the integration (hardware and/or software) of any required physical security subsystem into a single interface can improve efficiencies, decisions and reduce cost and risk. An architectural team is assigned, with architects, subject matter experts and engineers from various disciplines from Hitachi Vantara, hardware and software vendors (if applicable), and the customer. This team works iteratively to determine success criteria, goals and objectives, budget restraints, update project requirements, and new procedural details, if necessary and document the architectural conceptual design and develop a presentation, detailing the viability and benefits for key executives for cost approval.



Solution Architecture and Design Process

5.6 Camera Site Survey

This phase determines the exact physical location of the proposed camera installation and its area-of-coverage map, position, data connectivity, power, and documented on a camera site survey form and/or spreadsheet. Running additional conduit, trenching or boring can become a costly addition to any project and so, an alternative location (secondary pole if outdoors) is also chosen in the event the data and power pathway is blocked. If required by customer, the Camera Site Survey Form includes the camera nomenclature, area-of-coverage (e.g. doorway, dock, etc.), photographs of cardinal views, mounting hardware, home position (if PTZ camera), proposed data connectivity and power source and note of any other shared equipment (e.g. traffic light if pole, spot light on building, etc.). In the event the camera's I/O input ports are used as an interface for the VMS, details on the subsystem components are also documented.

Many times, an area-of-coverage compromise is made based on data and power infrastructure. Therefore, it is important to have a unique team for the Camera Site Survey that includes select engineering and IT personnel from the customer, along with reviewing any existing as-builts, drawings and diagrams available for data and power pathways.

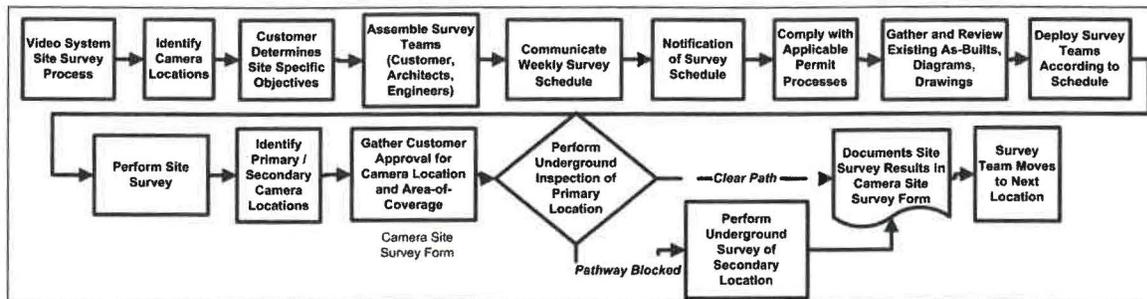
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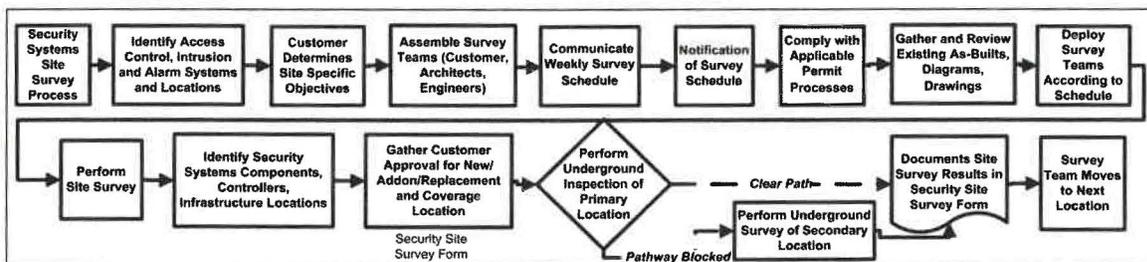


Camera Site Survey Process

Another important element of the Camera Site Survey is to validate the functionality and model numbers of any existing equipment (e.g. cameras, encoders, PoE switches, data and power supplies, etc.) for possible repurposing integration to reduce costs. Once validation of model, condition and video quality is confirmed of any equipment, a review of the usability and compatibility is done.

5.7 Security Site Survey

This phase discovers the exact physical location of proposed and existing physical security components and subsystems. This includes electronic access control readers, keypads, door contacts, request to exit and door strikes, including all associated controllers and power supplies. It also includes details of intrusion detection systems, tamper alarms, panic alarms, elevator security systems, electronic key management, vehicle access control, biometrics including voice, fingerprint, retina, hand geometry, audible/visual alarms, communications and overall infrastructure, raceways and conduit fill ratios.



Security Site Survey Process

All existing equipment would be validated and their integration capabilities (either through hardware or software). This can be determined by physical inspection and the review any existing as-builts, drawings and diagrams. Recording the physical installation location of any new hardware will also be determined along with any shared equipment (e.g. I/O inputs, power supplies, etc.).

City of College Park, Maryland

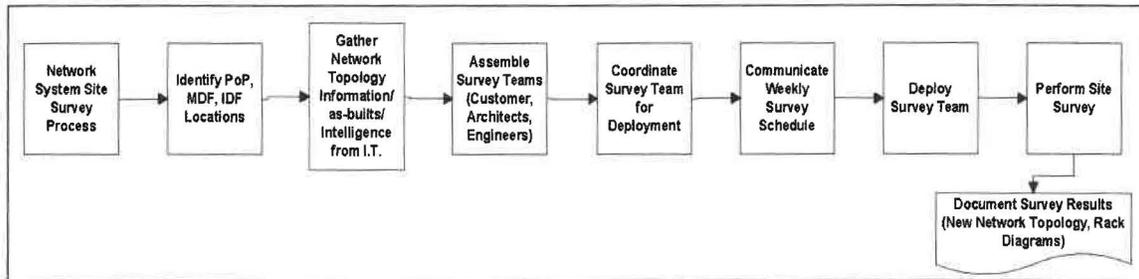
Maintenance Contract for Video Surveillance System RFP CP-18-10

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

5.8 Network Site Survey

This phase includes personnel from IT Department. This detailed discovery stage determines the exact physical location of each new and existing Point-of-Presence (POP), Main Distribution Facility (MDF) or Data Center, and Interim Distribution Facility (IDF). It also examines the topology, environmental, power sources and usage, and rack diagrams. Detailed specification of each network device is documented to determine usability (e.g. PoE switches, UPS Backup, etc.). The topology should also include the availability of existing raceways and conduit fill ratios. Document Deliverables include a Network Site Survey topology and rack diagram (updated, if already available).



Network Site Survey Process

The identification of the network site survey team may include individuals unique to the information technology department who will validate rack and port availability and as a team determine the necessary requirements for success criteria, goals and objectives, with a sharing of internal specifications and requirements. Once validation and usability is agreed upon, the network site survey results are included within the Solution Design Document, which includes a proposed topology, and before and after rack diagrams.

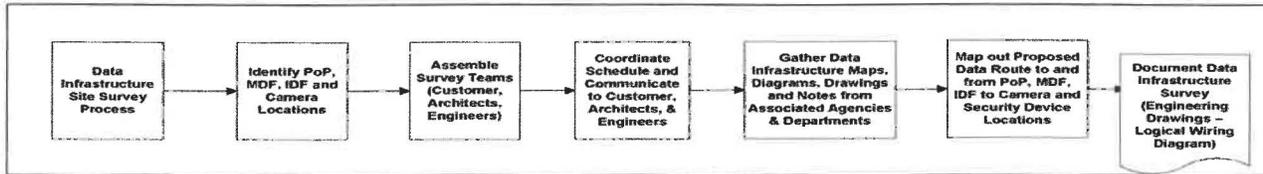
5.9 Data and Power Infrastructure Site Survey

The Data and Power Infrastructure Site Survey is recommended for large scale implementations that include more than one location (municipal, campus, etc.). This would include personnel from local agencies and/or companies responsible for fiber and/or power infrastructure. This discovery stage for data uncovers the fiber pathway between locations, availability of dark fiber, the quality and availability of the conduit pathway, usage and fill ratio. The discovery stage for power may include different agencies, personnel and electrical union representatives. Document Deliverables include a logical wiring diagram and/or engineering drawings (AutoCAD).



City of College Park, Maryland

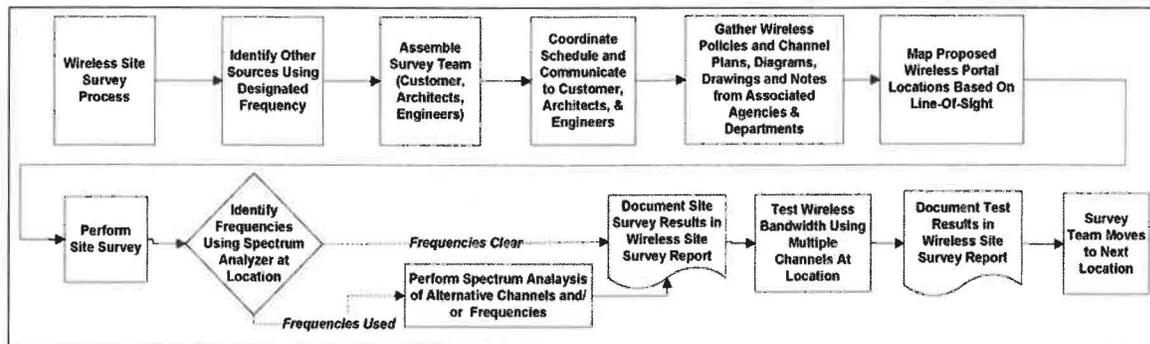
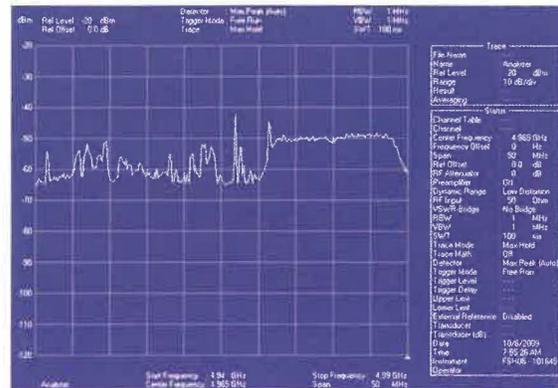
Maintenance Contract for Video Surveillance System RFP CP-18-10



Data and Power Infrastructure Site Survey Process

5.10 Wireless Site Survey

This phase is required when using any wireless connectivity for outdoor environments over longer distances where the data infrastructure is questionable or unusable and for mobility. A wireless system engineer joins the site survey team to assist in the assessment. This is recommended for large scale implementations that include more than one location and/or requires an expansive area-of-coverage (municipals, campuses, etc.). This discovery stage includes a spectrum analysis, connectivity and bandwidth tests. The document deliverable is a Wireless Site Survey Report.



Wireless Site Survey Process

The Wireless Site Survey Report includes the availability of any licensed frequencies, any existing frequency usage by other agencies, companies and if necessary, developing a shared channel plan policy.

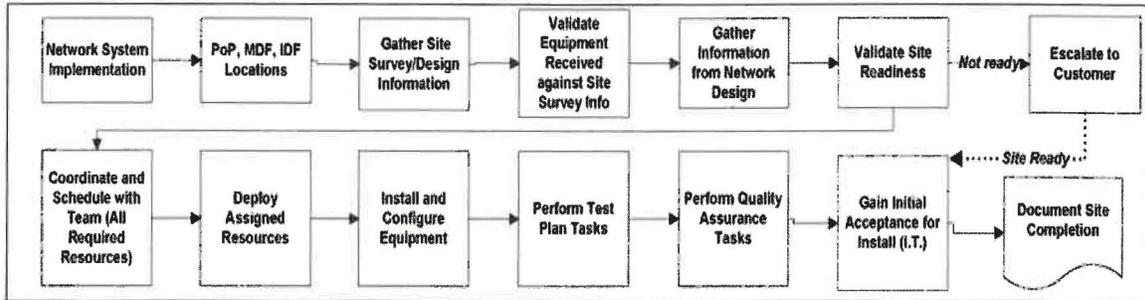
5.11 Network System Implementation

The network implementation process includes new and existing POP, MDF and IDF, following the design topology. This process also includes the installation of environmental, power, racks and/or cabinets. Depending on the implementation schedule each location may have a separate installation and configuration team. Document Deliverables include project schedule and status reports created and

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

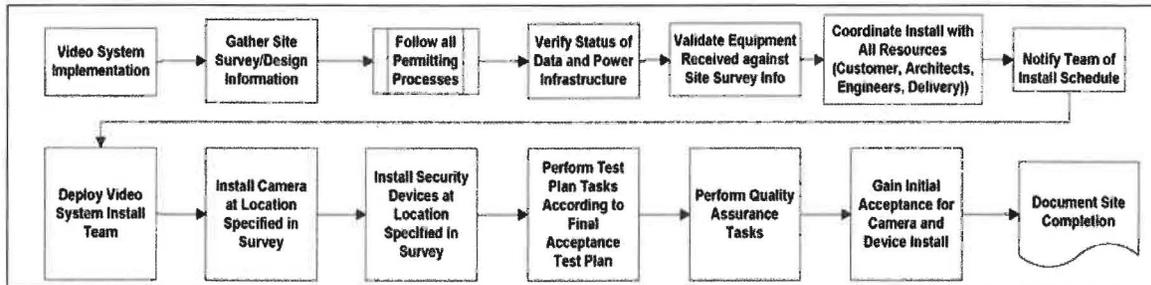
monitored by the assigned project manager, an updated rack diagram and redlines on the AutoCAD engineering drawings.



Network System Implementation Process

5.12 Video System Implementation

The video system implementation process includes new and existing cameras (IP and analog), enclosures, encoders, UPS Backup power modules, and all related power and data connectivity. Depending on the implementation schedule each location may have a separate installation and configuration team. Document deliverables includes updated AutoCAD engineering drawings, provided to installers as detailed instructions and updated with redlines once completed. The implementation team usually includes a Hitachi Vantara architect, foreman, journeyman, engineers and project manager to supervise, with accountability and regular status reports.



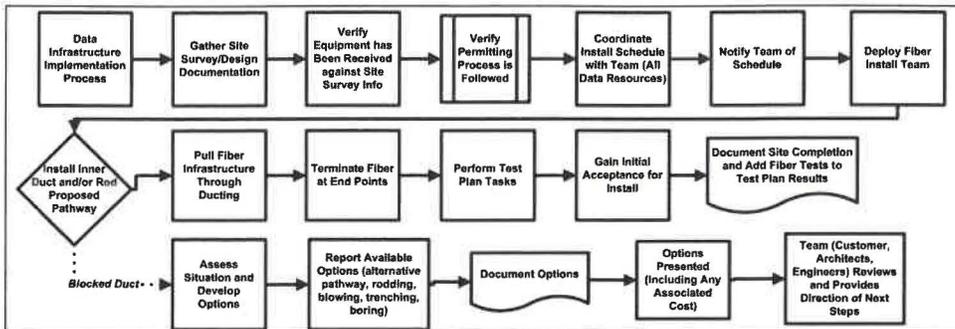
Video System Implementation

5.13 Data Infrastructure Implementation

The data infrastructure implementation process includes the installation of new fiber in new and/or existing conduit pathways that encompass a larger geographic area. This would include the fiber termination in fiber splice closures, POP, MDF and IDF locations. Depending on the implementation schedule each location may have a separate installation and configuration team. Document Deliverables include an updated AutoCAD engineering drawings (redlines), provided to installers as detailed instructions. The implementation team usually includes a Hitachi Vantara architect, foreman, journeyman, engineers and project manager to supervise, with accountability and regular status reports.

City of College Park, Maryland

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Data Infrastructure Implementation Process

6. Support Proposal Specifics

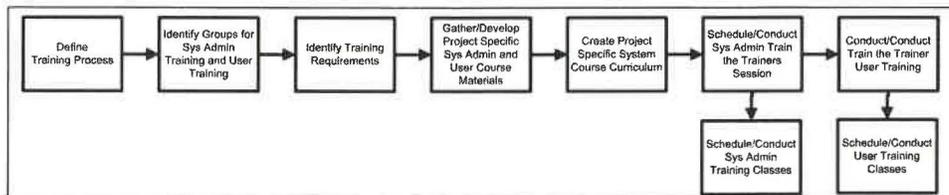
6.1 User Training Process

The training process typically includes Train-the-Trainers, End-User Training and System Administrative Training for administrators and maintenance personnel. The Document Deliverable includes a Training Plan outlining required experience, course materials, references, the lesson plan, enabling objective, instructor specific procedures and recommended additional training.

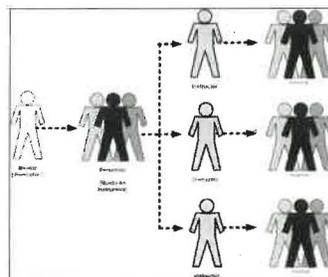
The primary objective includes two learning paths, depending on training requirements. For end-user training, one lesson plan is developed for teaching end-users on system operations and procedures, while another would be to teach would-be trainers a thorough understanding of the end-user application and how to instruct others.

An advanced system administration class would include the management of the system and troubleshooting through firsthand experience of a live classroom system.

A skills assessment, testing, and course evaluation and feedback are all used to ensure that consistency and quality are maintained.



Training Process



Training the Trainer

PROPOSAL

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Hitachi Vantara will provide the following training on associated schedules:

- **Quarterly or as needed** – Camera System Training, up to 40 hours per calendar year, user and admin level VMS training, and as new equipment is installed. The City of College Park, Maryland will provide the training facility and related equipment.

6.2 Maintenance and Support Process

Hitachi Vantara's team of experienced and qualified field architects, engineers and subject matter experts can identify and resolve issues during post-implementation support, making expedited critical decisions that reduce downtime. **We provide a fully staffed 24/7/365 support desk** to assist with any problems, including immediate remote diagnostics by any of our specialists all over the world, and because of our large customer base in North America, we have the ability to dispatch a local resource. Hitachi Vantara's management philosophy is one that ensures above all else, the customer's expectations will be exceeded. We believe we expend a much larger percentage on our support staff and engineering resources as opposed to sales and administrative positions than most other companies in our industry. We have a policy that empowers our engineers in the field to make on site decisions on a daily basis to better the overall solution – even at our own expense.

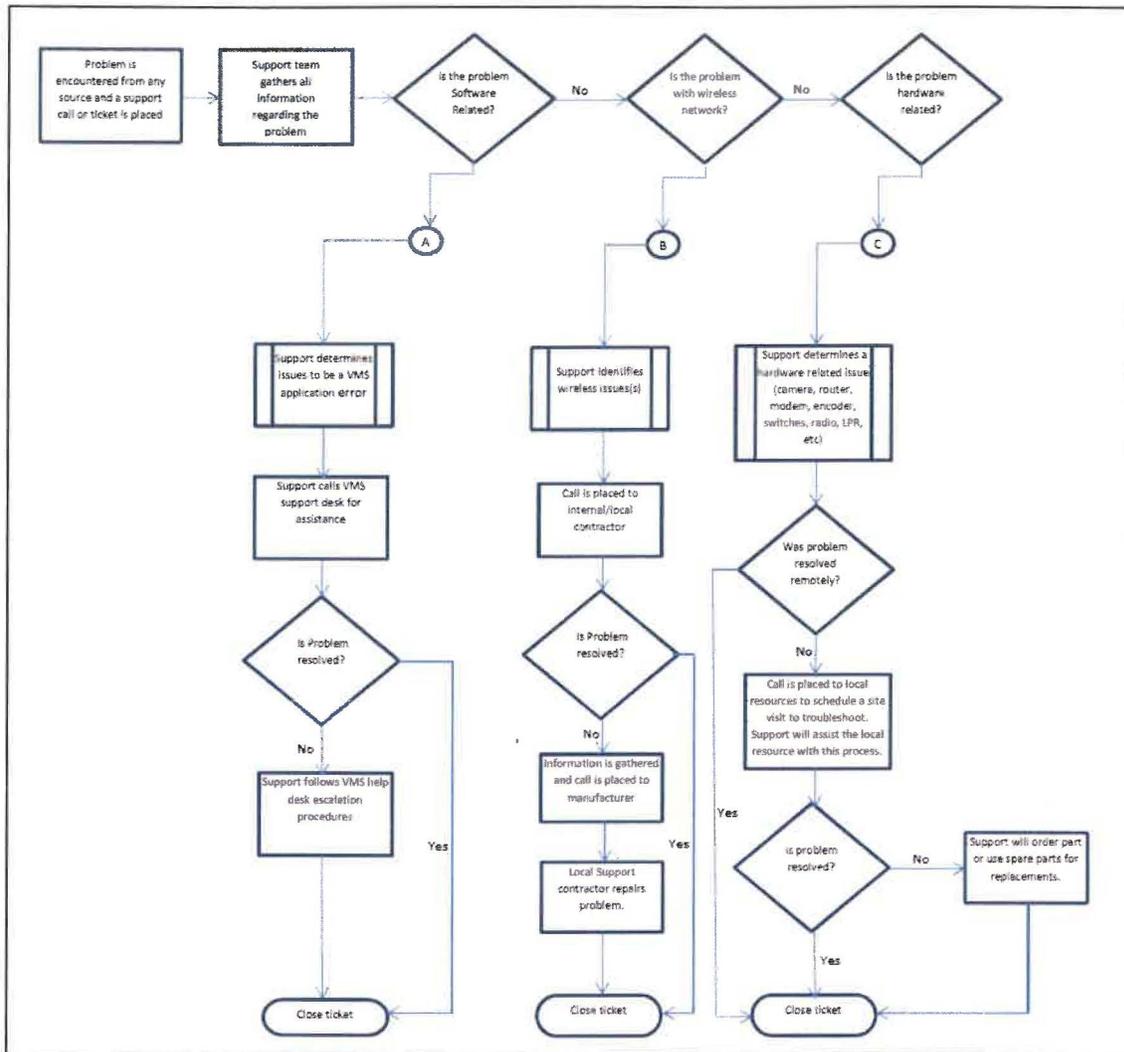
Hitachi Vantara has developed baseline performance metrics that we incorporate into our customer support processes. We consistently measure our real-world data against that baseline in order to score our individual support staff members as well as our overall customer support functionality. Because we log all incidents, activities, resolution steps and knowledge base articles into our CRM system, we are able to pull key metrics at any point in time. Our baseline performance metrics are derived from our overall customer support Service Level Agreement (SLA) baseline for each customer. In general, these SLA's include workflow and escalation procedures in order to achieve the most rapid and best quality resolution to all problems. Because we continually hire, train and certify our help desk staff on all of our products, we are able to achieve reduced overall resolution times and use fewer escalation steps compared to most of our peers. We resolve over 74% of all issues in our Tier 1 support group without the need for escalation to an on-site engineer. Nevertheless, our support team does include local or regional support professionals that can be dispatched to all our customer sites within 1 hour from initial assignment. In summary, our average time to identification of root cause for any issue is typically less than 1 hour with average resolution times falling well within a 4-hour window.

Support Contact Information (Available 24-7):

- Via Phone: 877-899-9334
- Via Email: videosupport@hitachivantara.com
- Via Zendesk Ticket System – link shared as needed

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Maintenance and Support Process

Hitachi will provide the following outage types, with appropriate definition, and associated response time:

- **Minor Outage:** A minor outage shall be defined as an incident in which 1 - 3 cameras are no longer viewable or being recorded as reported by the system users or discovered upon routine scheduled maintenance.
 - **Response time:** 24 hours from the time of reporting the outage.
- **Major Outage –** A major outage shall be defined as an incident in which four (4) or more cameras are no longer viewable or being recorded.
 - **Response time:** 12 hours from the time of reporting the outage.
- **Critical Outage –** A critical outage shall be defined as an incident in which majority or all cameras are no longer viewable or being recorded, for example, due to server, network or other more major outage.
 - **Response time:** 4 hours from the time of reporting the outage.

PROPOSAL

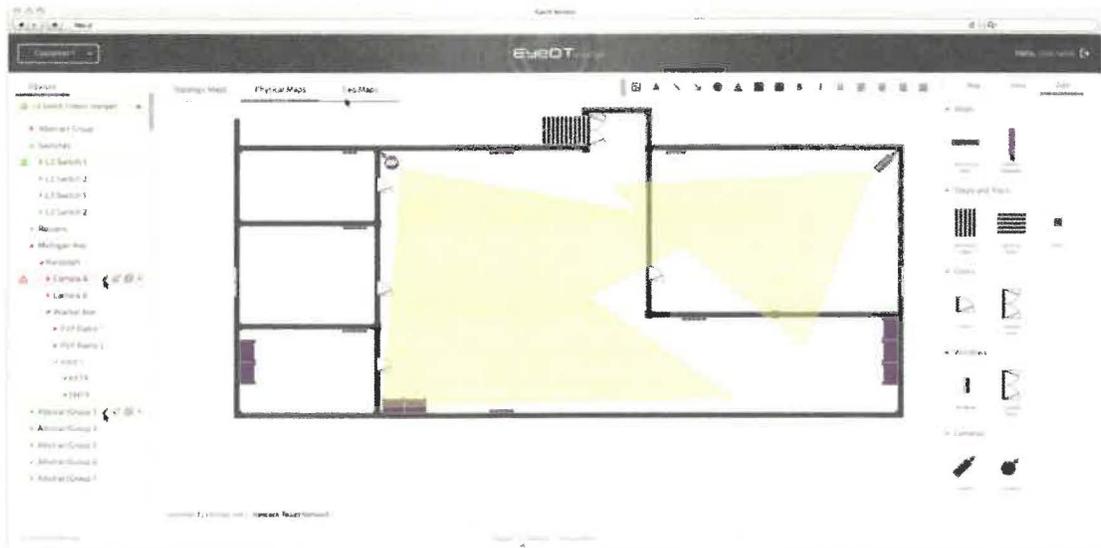
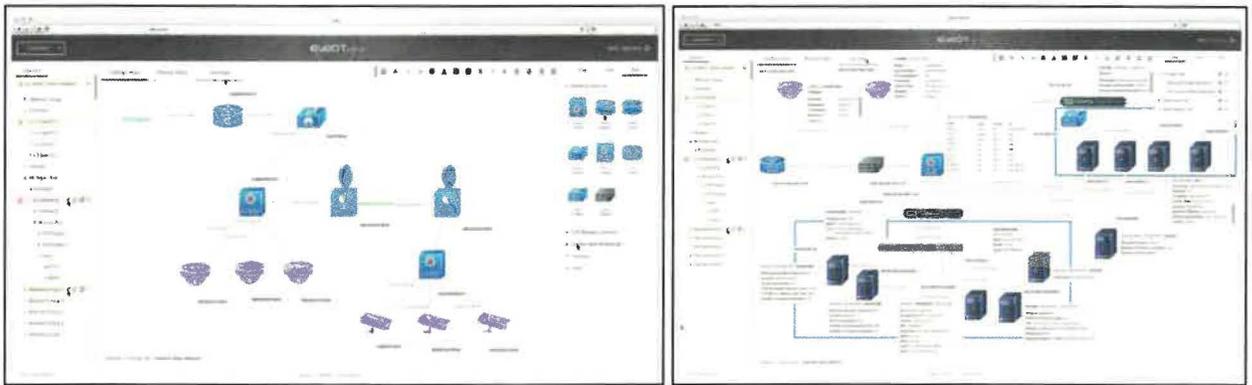
City of College Park, Maryland

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After an issue is reported, Hitachi Vantara responds to that issue, Hitachi Vantara will provide an initial diagnosis and plan to resolve the current issue in no later than 24 hours after response.

6.3 Network Monitoring System

As referenced below under Tab: D Cost Proposal, we are proposing two options to the city. With both of those options, Hitachi is proposing use of the new, state of the art, EyeOTMonitor Network Monitoring Tool. This tool offers support out of the box directly to Genetec, Milestone, ONSSI and other enterprise VMS. The first screenshot below is an example of a federal customer's network and the second then shows more of the wireless network. As seen in the pictures, the user interface is heavy on graphics and architecture design.



City of College Park, Maryland

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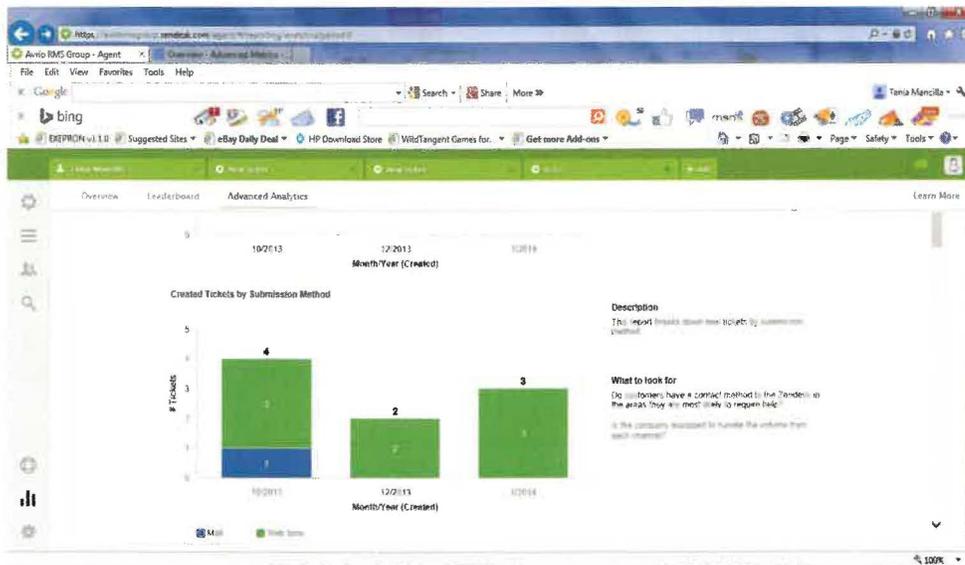
6.4 Reporting and Ticketing Systems

Hitachi Vantara Help Desk uses Zendesk as its ticketing system and reporting solution. We can report on the information within a ticket, activity, agent performance, and average resolution times. The reports are created by our help desk but sent to the customer or can be accessed by the customer through their own Zendesk account portal which is where the customer will create and review support tickets. Below are some sample reports from Zendesk:

URGENT and HIGH Priority Unsolved Tickets 02/10/2014

Priority	Ticket Id	Group	Assignee	Camera Name [txt]	Subject	Status	Date (Created)			
							Ticket Type	[Min Hrs]	First Reply Time [Hrs]	[Avg]
High	11	Support	Tania Mancilla	D3 1st Mile-Kea	Camera Issue	Solved	Problem			
	13	Support	Tania Mancilla	2nd Assembly	Camera Issue	Open	Problem			0.5 hrs
	14	Support	Tania Mancilla	Blisworth-Stouck	Camera Issue	Open	Problem			0.5 hrs
	14	Support	Tania Mancilla	D5 University-Cherry Creek Dr W	Camera Issue	Open	Problem			0.5 hrs
	15	Support	Tania Mancilla	4500 Pitt-Harrison Rd	Camera Issue	Solved	Problem			0.5 hrs
	15	Support	Tania Mancilla	10010 E Grand	Camera Issue	Open	Problem			0.4 hrs
	17	Support	Tania Mancilla	D7 Alhambra E of Nevada	Camera Issue	Open	Problem			0.4 hrs
	18	Support	Tania Mancilla	B6 Colfax-Washington	Camera Issue	Open	Problem			0.4 hrs
	19	Support	Tania Mancilla	D2 Colfax-Senia	Camera Issue	Open	Problem			0.4 hrs
	20	Support	Tania Mancilla	D6 17th Tremont	Camera Issue	Pending	Problem			0.3 hrs

Open and Closed Tickets

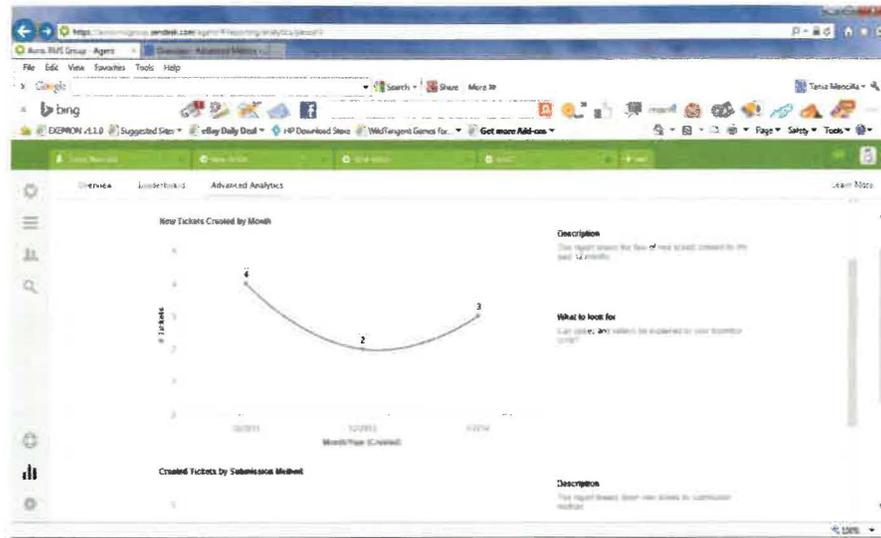


Tickets over Time View 1

PROPOSAL

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Tickets Over Time View 2

The screenshot shows a software dashboard with a table of "Unresolved Tickets Over 5 Days Old" and a "Top Trends" section. The table has columns for Status, Ticket ID, Assignee, Ticket Age, # Replies, Agent Work Time (H), Queue/Wait Time, Tag, and # Ticks. The data rows are:

Status	Ticket ID	Assignee	Ticket Age	# Replies	Agent Work Time (H)	Queue/Wait Time	Tag	# Ticks
Open	4	Tanya Miroslav	69 days	1:00			Web	1
Open	6	Jessica Vahala	25 days	0:00			Webcam	1

The "Top Trends" section shows a table with columns for Tag and # Ticks. The data rows are:

Tag	# Ticks
Web	1
Webcam	1

Open and Closed Tickets Overview

6.5 Software and Firmware Updates

As a technology partner with many of the physical security hardware and software vendors, Hitachi Vantara receives periodic notifications for upgrades and updates for software applications and firmware for hardware. These updates are evaluated by our support staff to determine performance viability with current installations and if applicable, updates are scheduled, typically during time when there's minimum activity for the least amount of impact and downtime of the system. Although most software and firmware updates can be accomplished remotely, through a VPN connection, our local engineer may prefer doing the updates onsite where there is more stable connectivity.

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6.6 Local Staffing

As Explained previously, we will have a range of local and regional resources to meet the needs of the City of College Park, Maryland. Any off-hour support will be handled by the help desk located in Chicago. Helpdesk will then be able to reach out to the appropriate resource.

6.7 Attempt Repair of Under-Warranty Hardware

Hitachi Vantara will attempt repair and or coordinate replacement of equipment owned by the City that is under warranty. Hitachi will provide the appropriate space to conduct this work as part of the contract.

6.8 Ordering Process for Replacement Hardware

For equipment deemed faulty as part of the troubleshooting process, Hitachi Vantara will work with the City on procurement of new like hardware to be used as replacement. Hitachi Vantara will process a quotation for the replacement hardware, have the City review and provide a purchase order, then Hitachi Vantara will conduct next steps to replace the faulty hardware with the newly purchased ones from the City.

6.9 Spare Equipment

Similar to the current support contract with the City, Hitachi Vantara will not store spare equipment to be used as replacement on failed hardware in the field. Any replacement hardware, that is under warranty or not, will be handled ad hoc as appropriate.

6.10 Timetable for Assess and Inventory Existing Equipment

Find below for a timetable to conduct an assessment and inventory of existing equipment with the City. We calculated the amount of time per project in hours.

Project #	Project Title	Device Quantity	Total Number of Hours
1	Municipal Garage	28	14
2	Old Town "MESH" Wireless	19	10
3	Rhode Island Avenue and Edgewood Road	4	2
4	Metzerott Road at St. Andrews Place	2	1
5	Guilford Road	3	1 1/2
6	Lakeland/Baltimore Avenue	5	2 1/2
7	Trolley Trail, and Davis Field	7	3 1/2

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

6.11 Pricing

As shown in the Bid Proposal under Additional Documents, Hitachi Vantara presents the following pricing as part of the proposed support contract to the City.

Maintenance Contract	
Description	Price
Year 1 of Maintenance Contract	\$25,376.00
Year 2 of Maintenance Contract	\$26,644.80
Year 3 of Maintenance Contract	\$27,977.04
Year 4 of Maintenance Contract	\$29,375.89
Year 5 of Maintenance Contract	\$30,844.69
Total 5 Years of Maintenance Contract (Before Discount)	\$140,218.42
Total 5 Years of Maintenance Contract (With 5% Discount if Paid in Advance)	\$133,207.50

Hourly Rates Not Covered Under Maintenance Contract	
Description	Price
Monday through Friday during Normal Working Hours (7am to 6pm)	\$150/hr.
Saturday, Sunday, Holidays and Beyond Normal Working Hours	\$250/hr.

6.11.1 Services Not Covered Under Maintenance Contract

Hitachi Vantara's proposed maintenance contract and associated pricing covers all associated services maintaining the existing system.

Any moves, adds, or changes will be considered out of scope of the maintenance contract and will be billed based on the scope of the effort provided.

City of College Park, Maryland

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7. Additional Documents

7.1 Bid Proposal Form

**CITY OF COLLEGE PARK, MARYLAND
BID PROPOSAL FORM (2 PAGES)**

Maintenance Contract for Video Surveillance Systems Project – RFP-CP-18-10

CITY OF COLLEGE PARK
Finance Department
4500 Knox Road
College Park, MD 20740

BID DUE DATE: May 25, 2018
TIME: 2:00 p.m.

Hitachi Vantara

(Name of Bidder)

hereby submits the following proposal for Maintenance Contract for Video Surveillance Systems Project – RFP-CP-18-10. Having carefully examined the Request for Bid Proposals, Instructions to Bidders, the proposed Contract and **addenda numbered None** (complete if any addenda were issued, or enter "None"), and having received clarification on all items of conflict or upon which any doubt arose, and understanding that all unit prices bid will remain in effect throughout the term of the contract, whether completed at one time or in interrupted phases, the undersigned proposes to furnish all labor, equipment, materials, etc., required for the entire work, all in strict accordance with the Contract Documents, for the stipulated sum of:

Maintenance of Video Surveillance System – Not to Exceed

One Hundred Thirty Three Thousand Two Hundred and Seven Dollars and Fifty Cents
(Written)

\$ 133,207.50
(Figures)

Listing of Personnel Performing the Contract Work and Hourly Billing Rates

Hitachi Vantara Personnel Mentioned in Proposal: Tania Mancilla, Brian Adams, Pedro Ruiz, Jon Poly, etc.

For Services not covered under Maintenance Contract (reference proposal for specifics):

Monday through Friday during Normal Working Hours (7am to 6pm): \$150/hr

Saturday, Sunday, Holidays, and Beyond Normal Working Hours: \$250/hr

PROPOSAL

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SPECIAL TERMS AND CONDITIONS:

- A. Failure to properly and completely fill in all blanks may be cause for rejection of this proposal.
- B. It is understood that the proposal price will be firm for a time period of one hundred eighty (180) calendar days from the proposal opening date, and that, if the undersigned is notified of acceptance of this proposal within this time period, the Bidder shall execute a contract for the above stated compensation.
- C. In submitting this bid, the Bidder certifies that the Bidder:
1. Currently complies with the conditions of §69-6 "Equal Benefits" of the City Code, by providing equality of benefits between employees with spouses and/or dependents of spouses and employees with domestic partners and/or dependents of domestic partners, and/or between spouses of employees and/or dependents of spouses and domestic partners of employees and/or dependents of domestic partners; or
 2. Will comply with the conditions of §69-6 at time of contract award; or
 3. Is not required to comply with the conditions of §69-6 because of allowable exemption.
- D. In submitting this bid, the Bidder certifies that the Bidder does not discriminate on the basis of age, race, color, creed, pregnancy, religion, national origin, ancestry, disability, marital status, sex, sexual orientation, gender identity, physical characteristic or other unlawful basis of discrimination.

Name of Bidder: Hitachi Vantara

Name of individual authorized to bind the Bidder: Jawaid Chotani

Signature: 

Federal ID Number: 94-2603663

Date: 2018/05/23

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

7.2 Affidavits

TO BE SUBMITTED WITH BID

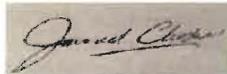
NON-COLLUSION AFFIDAVIT

Jawaid Chotani, being duly sworn on oath, deposes and says:

That he/she is the Sales Director
(Owner, Partner, Title if on behalf of a Corporation)

of Hitachi Vantara
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf, agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.



(SEAL)

To be signed by Bidder, if the Bidder is an Individual; or by a Partner, if the Bidder is a Partnership; or by a duly authorized Officer, if the Bidder is a Corporation

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

TO BE SUBMITTED WITH BID

AFFIDAVIT WITH RESPECT TO NON-CONVICTION, NON-SUSPENSION AND FALSE PRETENSES

I hereby affirm that:

- (1) I am the Sales Director (Title) and duly authorized representative of Hitachi Vantara (Name of Business Entity) whose address is 2845 Lafayette Street Santa Clara, CA 95050 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting.
- (2) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted, or in an official investigation or other proceeding admitted in writing or under oath, acts or omissions which constitute bribery, attempted bribery or conspiracy to bribe under the provisions of Criminal Law Article of the Annotated Code of Maryland or under the laws of any state or the federal government (conduct prior to July 1, 1977 is not required to be reported); and
- (3) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been convicted under a State or federal law or statute of any offense enumerated in §16-203 of the State Finance and Procurement Article; and
- (4) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees directly involved in obtaining contracts with the State, or any county, bi-county or multi-county agency or subdivision of the State have been found civilly liable under a State or federal antitrust statute as provided in §16-203 of the State Finance and Procurement Article.
- (5) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, any of its officers, directors, or partners or any of its employees who will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction have been debarred or suspended under this subtitle
- (6) Except as described in Paragraph 7 below, neither I nor the Business Entity nor, to the best of my knowledge, information and belief, any officer, director, partner, member or associate thereof, nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.
- (7) State "none" below or, as appropriate, list any suspension, debarment, conviction, plea or admission described in Paragraph 2 - 6 above, with the circumstances, date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

None

PROPOSAL

City of College Park, Maryland

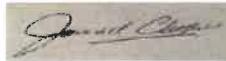
Maintenance Contract for Video Surveillance System RFP CP-18-10

I acknowledge that this affidavit is to be furnished, where appropriate, to the City of College Park, Maryland, under Section 16-311 of the State of Maryland Finance and Procurement Article of the Annotated Code of Maryland. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of College Park may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article of the Annotated Code of Maryland, which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

I further affirm that the business entity is properly registered to do business in the State of Maryland.

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

2018/05/23
Date



Signature

Printed Name: Jawaid Chotani

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

7.3 Information Regarding Bidder Form

TO BE SUBMITTED WITH BID

INFORMATION REGARDING THE BIDDER

(This information may be submitted in a substitute format if responses correspond to question numbers.)

1. Name of Bidder: Hitachi Vantara
(Individual Firm/Corporation)
Bidder's Business Address: 2845 Lafayette Street Santa Clara, CA 95050
Contact Person: Jawaid Chotani
Telephone Number: (917) 589-2741
FAX Number: () N/A
E-mail Address: jawaid.chotani@hitachivantara.com
Federal ID Number (EIN): 94-2603663

2. Is the business incorporated? Yes No

Non-Corporate Business

3. If response to question #2 above is "No", list the name and business address of each individual having a ten percent (10%) or greater financial interest in the business.

<u>Name</u>	<u>Business Address</u>
N/A	

Corporate Business Entity Please answer questions 4 and 5

4. List the names of all officers of the corporation, their business addresses and the date of which they assumed their respective offices.

<u>Name</u>	<u>Office</u>	<u>Business Address</u>	<u>Date Office Assumed</u>
Toshiaki Higashihara			
Masakazu Aoki			
Keiji Kojima			
Keiichi Shiotsuka			

Link for more information: <http://www.hitachi.com/corporate/about/officers/index.html>

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

5. List the names of all members of the current Board of Directors, and their business addresses.

<u>Name</u>	<u>Business Address</u>
Kazuyuki Tanaka	Japan
Hiroaki Nakanishi	Japan
Toyoaki Nakamura	Japan
Toshiaki Higashihara	Japan

Link for more information: <http://www.hitachi.com/corporate/about/directors/index.html>

6. Please provide the following information concerning work that you have done within the last five (5) years which is similar to the bid work and in which your recommendations are being used to manage a Video Surveillance System.

<u>For Whom Performed</u>	<u>Contract Amount</u>	<u>Date Completed</u>	<u>Contact's Name and Telephone Number</u>
City of Denver, CO	- \$3,000,000	- Last Install Date: 2013	- Tony Weathersby, 720.913-6867
City of Washington, DC	- \$2,000,000	- Last Install Date: 2014	- Bruce Healey, 202.277.1183
City of Saint Paul, MN	- \$4,500.00	- Last Install Date: 2013	- Tim Lynaugh, 651.665.7563

See Proposal for More Details on References

7. Bidder must answer the following questions: (The word "you" refers to an individual, partnership, partner and or corporation and its officers.)
- a. Have you ever failed to complete any contract awarded to you? Yes No
If yes, state where and why. _____
 - b. Have you ever been affiliated with an organization that failed to complete a contract? Yes No
If yes, state name of organization and circumstances. _____
 - c. With what other businesses are you affiliated? _____
 - d. Please list all persons who will supervise the work on this contract? _____
Tania Mancilla (Support) and Steve Katz (Delivery)
 - e. Identify all personnel who will be employed to perform the work described in the Contract Documents and list each person's hourly rate.
Pedro Ruiz, Brian Adams, etc. are all salaried personnel

 - f. Please provide at least three references, including any Maryland governmental units or agencies for whom you have worked on a similar project. Include the name and telephone number of your contact with each. _____
See Section 6 for references.

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

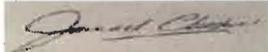
- g. Identify all subcontractors that you intend to use in performing work under this Contract, and specify the work each is expected to perform.

Subcontractors local resources subject to change based on availability. Current Subcontractors planned to be used include: Vantix and ICP.

Dated this 23 day of May, 2018

Hitachi Vantara

Name of Bidder

By: 

Printed Name: Jawaid Chotani

Title: Sales Director

PROPOSAL

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

7.4 Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/09/2018				
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER Marsh USA, Inc. 1165 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A : Sompo America Insurance Company 11126 INSURER B : Sompo America Fire & Marine Insurance Company 38997 INSURER C : INSURER D : INSURER E : INSURER F :							
709665-HDSC-XS-18-19								
INSURED Hitachi Vantara Corporation 2845 Lafayette St Santa Clara, CA 95050								
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:				
		NYC-00956760-21		8				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FSG40007H0	04/01/2018	04/01/2019	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 25,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$	\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			FTA40002C0 (AOS) ACV40935J0 (MA)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							\$	\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
							\$	\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	JCD40003D0 (AOS) WCN40861J0 (OR, WI)	04/01/2018 04/01/2018	04/01/2019 04/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	E.L. EACH ACCIDENT \$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
								\$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) General Liability and Auto Liability provide blanket additional insured status to third parties where required by written contract.								
CERTIFICATE HOLDER				CANCELLATION				
Hitachi Vantara Corporation 2845 Lafayette Street Santa Clara, CA 95050				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.				
				AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Mark McKell				
© 1988-2016 ACORD CORPORATION. All rights reserved.								
ACORD 25 (2016/03)			The ACORD name and logo are registered marks of ACORD					

City of College Park, Maryland

Maintenance Contract for Video Surveillance System RFP CP-18-10

FIRST AMENDMENT TO CONTRACTOR AGREEMENT

THIS FIRST AMENDMENT TO CONTRACTOR'S AGREEMENT (the "Amendment") is effective as of this 1st day of January, 2020, by and between the CITY OF COLLEGE PARK (the "City"), a municipal corporation of the State of Maryland, whose address is 4500 Knox Road, College Park, MD 20740 and HITACHI VANTARA LLC, whose address is 2535 Augustine Drive, Santa Clara, CA 95054.

WHEREAS, the City owns software and hardware, including but not limited to digital video surveillance solutions, System video management software, surveillance and wireless infrastructure, equipment, such as CCTV and LPR, and signal transmission equipment and supports services related to the same; and

WHEREAS, there is now in place in the City a wireless video System ("System"), including closed circuit ("CCTV"), pan-tilt zoom ("PTZ") or fixed cameras and license plate readers ("LPR"); and

WHEREAS, the City entered into a Contractor Agreement on July 1, 2018 ("Agreement") with Hitachi Vantara Corporation to make provision for support and maintenance for the components of the System that are no longer under warranty, and to add components in the future as each respective warranty period ends; and

WHEREAS, the City has received grant funds from the Governor's Office of Crime Control and Prevention for the purchase and installation of three multi-focus security camera locations in North College Park (at Rhode Island at Edgewood, Rhode Island at Duvall Field parking lot, and Lackawanna at 53rd) ("Cameras"); and

WHEREAS, the City seeks to provide for the purchase and installation of the Cameras, and to make provision support and maintenance of the Cameras as each respective warranty period ends; and

WHEREAS, the City has received notice that Hitachi Vantara Corporation and Hitachi Consulting Corporation integrated as of January 1, 2020, and became a combined entity named HITACHI VANTARA LLC; and

WHEREAS, the City desires that HITACHI VANTARA LLC, as successor entity, provide the foregoing services as Contractor under the Agreement through this Amendment; and

WHEREAS, HITACHI VANTARA LLC HAS agreed through this Amendment to serve as the Contractor under the Agreement as amended, to provide maintenance services, to provide and install the Cameras, to include the Cameras in the Agreement as amended for support and maintenance as each respective warranty period ends, and to provide an upgrade to the software for the camera system.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The provisions of the WHEREAS clauses set forth above are hereby

Incorporated in this Amended Agreement and shall be considered a part hereof.

2. Paragraph 2 “Scope of Services” of the Agreement is hereby amended to add the following services:

G. Provision and installation of three Cameras at the following locations:

- Rhode Island and Edgewood
- Greenbelt Metro at Lackawanna
- Rhode Island Ave and Delaware (Duvall Field)

These cameras will be accessed over cellular connectivity, provided by the City, and record at the edge (on-site) via included onboard computing.

Scope of Services will include provision of 3 MobilePro Power Sentry 6000 Cameras, to record locally with Milestone XProtect software, oversee installation of the Cameras, configure the Cameras, and train City personnel as needed. Cameras to be installed at associated allocated poles. Contractor will obtain permits and provide power at allocated poles.

The installation of the three Cameras is more particularly described in attached Exhibit A, Proposal from Contractor dated September 19, 2019 for Bike Trails Cameras, Phase I, and Hitachi Vantara Budgetary Quotation for City of College Park dated June 8, 2019, which are incorporated herein by reference.

Service and maintenance for a period of one year after installation is included.

Attachment 2 is authorized to be amended to include the Cameras

H. Except as otherwise expressly provided, Contractor grants to the City a personal, non-transferable, non-sublicensable, non-exclusive license to use, reproduce, copy and display the deliverables provided under a SOW solely for the City’s internal business purposes. The City obtains no title or ownership in any deliverables provided under the SOW, and Contractor and their licensors retain all rights not expressly granted to the City under this Agreement.

3. Paragraph 4 “Contract Price” of the Agreement is hereby amended in its entirety to read as follows:

4. **Contract Price.** The City agrees to pay the Contractor, as consideration for the Contractor's performance in satisfaction of all obligations under this Agreement, a not to exceed price of \$133,207.50 for the term, as more particularly described in Attachment 1. The equipment to be maintained for this contract price is listed in Attachment 2. Any service and labor charges not covered under the terms of this Agreement shall be charged by Contractor at

the following rates: Monday - Friday \$150.00/hour; Saturday, Sunday & Holidays and hours billed after normal working hours (7am-6pm) will be billed at \$250.00/hr.

All incidental costs including, but not limited to, travel, printing, copying, binding, telephone, drawings, diagrams, CAD's and photographs, are included in the contract price. Invoices for payment of Services not covered in this contract may be submitted on a monthly basis. In no event shall the amount billed by the Consultant exceed that amount attributed to the Services completed as of the date of the bill.

The City agrees to pay the Contractor as consideration for the Contractor's performance of the services described in Exhibit A, a not to exceed price of \$49,459.84.

Additional services related to this project shall be provided by the Contractor on an as-needed basis as agreed by the parties in writing. Additional cameras and LPR's to be included under this Agreement are to be charged at the unit price contained in the Contractor's proposal with respect to such additional services.

4. Paragraph 5 "Contract Documents" of the Agreement is hereby amended in its entirety to read as follows:

5. **Contract Documents.** This Agreement and the following enumerated documents, which are incorporated by reference as if fully set forth herein, form this Agreement and are termed the "Contract Documents" and are binding upon the parties:

- A. Attachment 1 Contractor Proposal;
- B. Attachment 2 List of equipment;
- C. Certificate(s) of insurance;
- D. Required affidavits and certifications;
- E. Request for Bid Proposals, including Addendum dated May 23, 2018; and
- F. Exhibit A, Proposal from Contractor dated September 19, 2019 for Bike Trails Cameras, Phase I, and Hitachi Vantara Budgetary Quotation for City of College Park dated June 8, 2019,

In the event of any conflict or discrepancy in the contract documents, the terms of this Agreement shall prevail.

5. Paragraph 7 "Insurance" of the Agreement is hereby amended in its entirety to read as follows:

7. **Insurance.** Contractor will purchase and maintain during the entire term of this Agreement, comprehensive general liability insurance, automobile liability coverage, and workers' compensation insurance with limits of not less than those set forth below. On each policy, with the exception of the workers compensation coverage, Contractor will name the City of College Park as an additional insured with an additional insured endorsement.

A. Comprehensive General Liability Insurance

(1) Personal injury liability insurance with a limit of \$2,000,000.00 each occurrence/aggregate;

(2) Property damage liability insurance with limits of \$1,000,000.00 each occurrence/aggregate. All insurance shall include completed operations and contractual liability coverage.

B. Automobile Liability Coverage Automobile fleet insurance \$1,000,000.00 for each occurrence/ aggregate; property damage \$500,000.00 for each occurrence/aggregate.

C. Workers' Compensation Insurance. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance. Contractor shall provide workers' compensation insurance meeting the statutory limits for Maryland and Employers' Liability limits of \$500,000.00.

Contractor covenant to maintain insurance, in these amounts, which will insure all activities undertaken by Contractor on behalf of the City under this Agreement. Copies of the certificates of insurance with required additional insured endorsements for all required coverage shall be furnished to the City prior to beginning work. The City shall receive 30 days prior notice of any amendment, reduction or elimination of the insurance coverage required herein.

Provision of any insurance required herein does not relieve Contractor of any of the responsibilities or obligations assumed by the Contractor in the contract awarded, or for which the Contractor may be liable by law or otherwise. Provision of such insurance is not intended in any way to waive the City's immunities or any damage limits applicable to municipal government as provided by law.

6. Paragraph 23 "Notices" of the Agreement is hereby amended in its entirety to read as follows:

23. Notices. All notices shall be sufficient if delivered in person or sent by certified mail to the parties at the following addresses:

To the City:

Scott Somers, City Manager
City of College Park
8400 Baltimore Avenue, Suite 375
College Park, MD 20740

To the Contractor:

HITACHI VANTARA LLC
2535 Augustine Drive
Santa Clara, CA 95054

7. Except as provided herein, all other terms and conditions of the Agreement are hereby extended and shall remain in full force and effect during the Term.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal the day and year first above written.

ATTEST:

Janeen S. Miller
Janeen S. Miller, CMC, City Clerk

CITY OF COLLEGE PARK

By: Scott Somers
Scott Somers, City Manager

HITACHI VANTARA LLC

By: K. L. Barnes

WITNESS

Name and Title: K. L. Barnes
Division Sales Controller
January 15, 2020

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Suellen M. Ferguson
Suellen M. Ferguson, City Attorney

EXHIBIT A

HITACHI
Inspire the Next



Proposal:

City of College Park, MD

Bike Trail Cameras; Phase 1

Date: September 19th, 2019

Summary

This document is meant to highlight the scope of work for Bike Trail Cameras; Phase 1 with the City of College Park, MD.

This phase includes new cameras at the following locations:

- Rhode Island and Edgewood
- Greenbelt Metro at Lackawanna
- Rhode Island Ave and Delaware (Duvall Field)

These cameras will be accessed over cellular connectivity, provided by the city, and record at the edge via included onboard computing.

Scope of Work

Hitachi will deliver the following as part of this project to the City of College Park, MD:

- Scope of Work:
 - Hardware:
 - Hitachi to provide 3x MobilePro Power Sentry 6000
 - These will record locally with Milestone XProtect software
 - Services:
 - Up to 20 hours of Hitachi Services to oversee the project, oversee installation of the cameras, configure the cameras, and train the customer as needed
 - Installer Services to install new devices at associated allocated poles
 - Installation partner will obtain permits and provide power at desired poles

Camera Install Locations

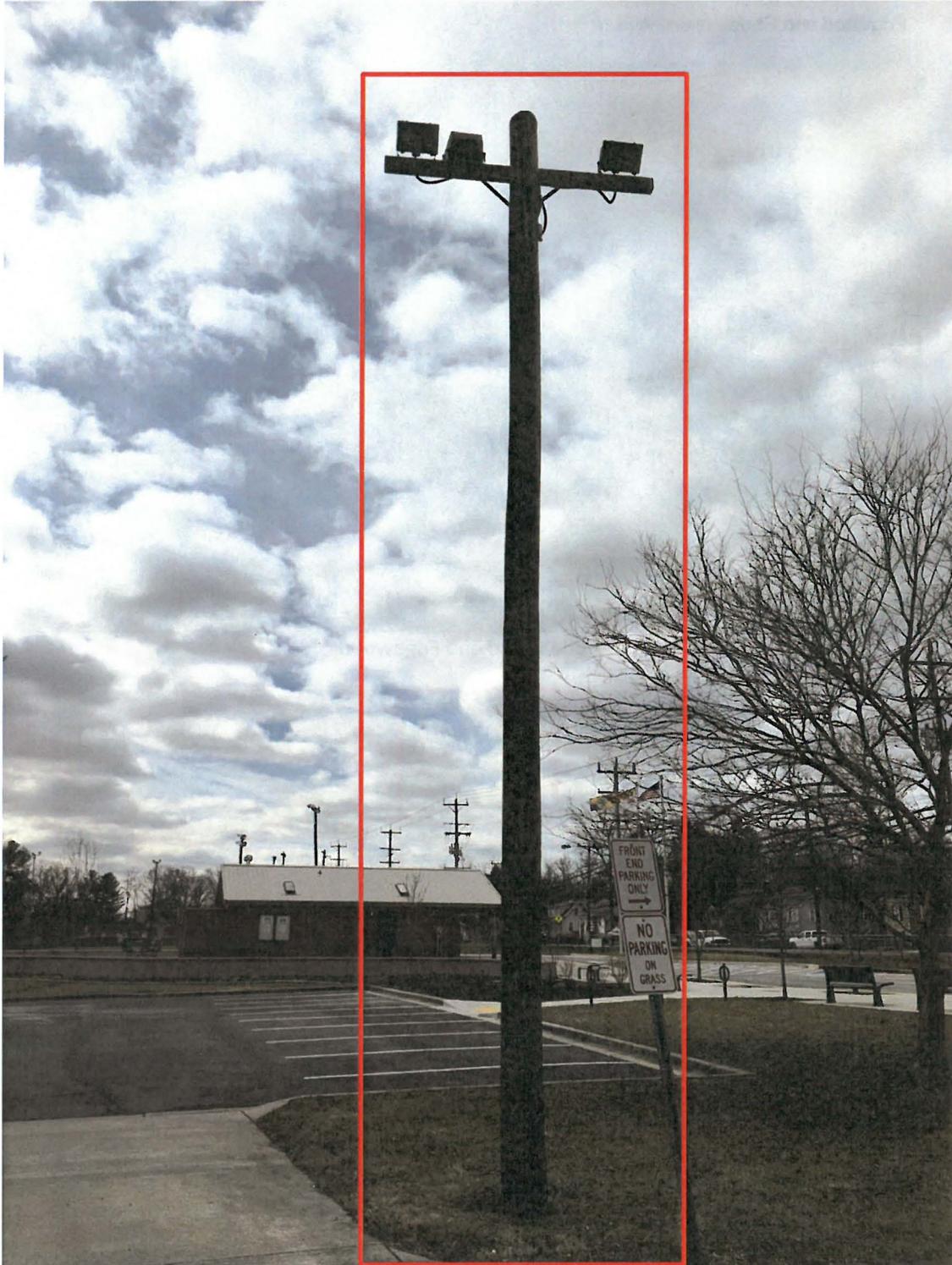
As mentioned in the summary section above, Phase 1 includes installation of cameras at three locations. Below are pictures of each location and the corresponding pole that will be used to mount each camera.



Rhode Island and Edgewood



Greenbelt Metro at Lackawanna



Rhode Island Ave and Delaware (Duvall Field)

MobilePro Power Sentry 6000

The Power Sentry 6000, a pole or wall mounted outdoor security camera system, is easily installed with a universal bracketing system on light poles and sides of buildings or structures. Many communities have installed mounting rails on several locations in the community and then move the Power Sentry to a location when needed. This flexibility maximizes the effectiveness and the value of each unit. In addition to mounting, you can hook it over a fence or roof, hang it on a building parapet, or even set it up on a tripod. Just power up and go!

Hitachi has specified the following specification build for each camera as part of this phase:

QTY	MODEL NUMBER	DESCRIPTION
1	PS-CS-LONG-SS	POWER SENTRY CONTROL SECTION LONG
1	FC-4CAM2MP-360-A	<i>DOME 4 CAMERA - 360 deg W/O PTZ- AXIS Q6000-E Mk II (with bottom cover plate)</i>
1	TR-CM-AXIS	CAMERA MOUNT W/AXIS HUB
1	POE-12-70W	12VDC DUAL CHANNEL HIPOE 70W
1	MILESTONE VMS-BASE	<i>MILESTONE VIDEO MANAGEMENT SOFTWARE</i>
1	MILESTONE -CAM-LIC	<i>MILESTONE CAMERA LICENSE</i>
1	COM-PS-CP-IBR600	<i>CRADLEPOINT CELLULAR MODEM W/ANTENNAS/INSTALL</i>
1	SW-5-NET	5 PORT NETWORK SWITCH / INSTALLATION
1	COMP-MINI-I3	<i>MINIATURE WIN10-P OS COMPUTER 35W 8 GIG</i>
1	COMP-2TB HDD DRIVE	<i>2 TB HDD DRIVE WITH CONFIGURATION</i>

City of College Park's Responsibilities

City of College Park, MD has the following responsibilities related to the project:

- Security clearance and access for Hitachi personnel.
- 3x SIM Cards for the three new cameras.

Hitachi's Responsibilities

Hitachi has the following responsibilities related to the project:

- Provide hardware as mentioned in the high-level scope.
- Provide services as mentioned in the high-level scope.
- Work with the City on installing on desired poles.

EXHIBIT A

Hitachi Vantara **CUSTOMER QUOTATION FOR** **City of College Park**

CONFIDENTIAL

Quote Date: 6/8/2019
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

CUSTOMER QUOTATION



To: City of College Park
4500 Knox Road
City Hall
College Park MD 20740-3390
United States

4500 Knox Road
City Hall
College Park MD 20740-3390
United States

Hitachi Vantara
1150 1st Ave # 145
King of Prussia Pennsylvania
60143-3167
United States
Order Email:
hdsorders@hds.com

Thank you for this opportunity to supply you with an official quotation for Hitachi Vantara storage solutions and services. If you have questions in respect of this quote, whether technical or price related, please do not hesitate to contact your Hitachi Vantara Account Manager, Craig Mannherz, on telephone (609) 606-1000.

Quote Reference

Quote Number:	20176629-3	Quote Date:	6/8/2019
Quote Name:	Grant for Additional Cameras	Quote Expiry Date:	7/3/2019
Master Agreement:	Contractor Agreement dated 1st of July 2018		

Quote Totals Overview *(All prices in this document are in USD)*

Products	Price
Hardware (incl. Support and Installation)	44,709.84
1 x Locally Sourced Products	
Professional Services	4,750.00
Total Price (exclusive of taxes)	49,459.84

Financing

Hitachi Vantara provides a range of flexible financial solutions that can be tailored to your needs. All facilities are subject to credit approval and contract. For further information and full terms and conditions, please contact your Hitachi Vantara Account Manager.

Order Information

Please include the Hitachi Vantara Quote Number on your Purchase Order and send your Purchase Order to the Hitachi Vantara postal or email address listed above. The governing terms and conditions of this Quote and any resulting transaction shall be as stated under Note 1 in the note section.

Customer Name: City of College Park
 Quote Number: 20176629-3
 Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
 Quote Expiry Date: 7/3/2019

Quote Summary

All Prices Quoted in USD

Ship To: City of College Park

 4500 Knox Road
 City Hall
 College Park MD 20740-3390
 United States

Install At: City of College Park

Site ID: 5564831
 4500 Knox Road
 City Hall
 College Park MD 20740-3390
 United States

Item 1: Locally Sourced Products

Specification	Single Configuration Measures	Qty	Extended Price
Class	Product	Support per System	
HW	Other HVP Hardware		1 28,654.56
	Support Support Renewal per month = 0.00	Term: 12 Months Level: Week Day Basic (WDB)	
Sub-Total Item 1			28,654.56

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Quote Summary

All Prices Quoted in USD

Item 2: Locally Sourced Products

Specification	Single Configuration Measures	Qty		
Class	Product		Support per System	Qty Extended Price
PS	Professional Services SVC Hitachi Visualization Suite Implementation		n/a	1 4,750.00
Sub-Total Item 2				4,750.00

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Quote Summary

All Prices Quoted in USD

Item 3: Locally Sourced Products

Specification	Single Configuration Measures	Qty			
Class	Product		Support per System	Qty	Extended Price
	Other HVP Hardware Installation	1			16,055.28
Sub-Total Item 3					16,055.28

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Quote Summary

All Prices Quoted in USD

Notes

1. This quotation and any resulting transaction shall be subject to and governed by the terms and conditions of the Master Agreement "Contractor Agreement dated 1st of July 2018" between Hitachi and the Customer, as amended.

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Bill of Materials

All Prices Quoted in USD

Item 1: Locally Sourced Products

Hardware

Other HVP Hardware	Description	Product Status	Qty
OTHER-HV-HW-MISC.P	Other various HV 3rd party hardware		1

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Bill of Materials

All Prices Quoted in USD

Item 2: Locally Sourced Products

Service

Professional Services	Description	Product Status	Qty
051-100320-01.P	SVC Hitachi Visualization Suite Implementation		1

Customer Name: City of College Park
Quote Number: 20176629-3
Quote Name: Grant for Additional Cameras

Quote Date: 6/8/2019
Quote Expiry Date: 7/3/2019

Bill of Materials

All Prices Quoted in USD

Item 3: Locally Sourced Products

**City of College Park Security Cameras Status Report
March 2020**

- | | | | |
|-----------|-----------------------|---|------------------------------------|
| 1. | Project Title: | Municipal Garage | |
| | Cameras: | 25- Fixed CCTV | 2- PTZ 1- LPR |
| | | Costs | Funding Source |
| | Original: | \$ 53,353.00 | BJAG/GOCCP Grant |
| | Maintenance: | No Fixed Cost | City |
| | Monitoring: | N/A | City |
| | Power: | Included in Garage Costs | City |
| | Comments: | Data stored on City-server and provided to police agencies for investigative purposes | |
| | Status: | Installation Complete. Cameras Active | |
-
- | | | | |
|-----------|-----------------------|---|-----------------------------|
| 2. | Project Title: | Old Town “MESH” Wireless | |
| | Cameras: | 15- PTZ | 4- LPR |
| | | Costs | Funding Source |
| | Original: | \$ 500,000.00 | BJAG/GOCCP Grant |
| | Maintenance: | \$ 171,816.96 | City Funded 5-Year Contract |
| | Monitoring: | \$ 96,000.00
(\$6,400/PTZ/Year) | City funded; UMPD monitors |
| | Power: | \$ 4,800.00/Year | City |
| | Comments: | PTZ Cameras are actively monitored by UMPD-SOC at annual cost to the City | |
| | Status: | Installation Complete. Cameras and Monitoring Active. Hitachi will redesign signal paths for enhanced camera stability when a fiber optic connection becomes available. | |
-
- | | | | |
|-----------|-----------------------|--|-----------------------|
| 3. | Project Title: | Rhode Island Avenue and Edgewood Road | |
| | Cameras: | 4-LPR (each lane exiting the intersection) | |
| | | Costs | Funding Source |
| | Original: | \$ 68,244.00 | City |
| | Maintenance: | TBD | City |
| | Monitoring: | N/A | City |
| | Power: | N/A | City |
| | Comments: | Data stored on-site; accessible to police agencies via vendor data links since 01/01/16. | |
| | Status: | Equipment installed and recording. | |
-

**City of College Park Security Cameras Status Report
March 2020**

4. Project Title: Metzerott Road at St. Andrews Place
Cameras: 1-LPR (monitoring vehicles entering the neighborhood via St. Andrews Place from Metzerott Road)
 1-CCTV fixed focus monitoring exiting vehicles

	Costs	Funding Source
Original:	\$ 32,061.00	City
Maintenance:	TBD	City
Monitoring:	N/A	City
Power:	N/A	City

Comments: Data stored on-site; accessible to police agencies via vendor data link since 01/01/16.
Status: LPR and CCTV Equipment installed and recording on site. Accessible to police agencies via data link since 01/01/16..

5. Project Title: Guilford Road
Cameras: 2-PTZ 1-LPR

	Costs	Funding Source
Original:	\$ 50,000.00	City
Maintenance:	Added to maintenance contract	City
Monitoring:	\$12,800 (\$6,400/PTZ/Year)	City
Power:	N/A	City

Comments: An extension of Old Town wireless system, to be actively monitored by UMPD-SOC at an annual cost to the City.
Status: Installation complete. Cameras active.

6. Project Title: Lakeland/Baltimore Avenue
Cameras: 3-PTZ 2- LPR

	Costs	Funding Source
Original:	\$ 65,000.00	BJAG/GOCCP (\$50,000) City (\$15,000)
Maintenance:	Added to maintenance contract	City
Monitoring:	UMPD	City funded \$ 19,200 (\$6,400/PTZ/Year)
Power:	TBD	City

Comments: An extension of the off-campus system monitored by UMPD-SOC at an annual cost to the City.
Status: Installation complete. Cameras active.

**City of College Park Security Cameras Status Report
March 2020**

7. Project Title: Trolley Trail, and Davis Field

Cameras:	6-PTZ	1- LPR
	Costs	Funding Source
Original:	\$ 125,000.00	BJAG/GOCCP
Original:	\$ 25,000.00	City
Maintenance:	Added to maintenance contract	City
Monitoring:	Wireless Access	City
Power:	N/A	City
Comments:	Data stored on-site and accessible to police agencies via vendor data links.	
Status:	Complete. Data stored on-site; accessible to police agencies via vendor data link since 01/01/16.	

8. Project Title: Proposed Phase 7 (Lakeland, Berwyn, Duvall Field, Trolley Trail at Lackawanna, METRO at Lackawanna)

Cameras:	8-PTZ	2- LPR
	Costs	Funding Source
Original Estimate:	\$ 225,000	BJAG/GOCCP <i>(Application 07/16 DENIED)</i>
Maintenance:	TBD	City
Monitoring:	Wireless Access	City
Power:	TBD	City
Comments:	Data to be stored on-site and accessible to police agencies via Added to maintenance contract.	
Status:	Grant Applications to GOCCP for funding in FY16, FY17 and FY18 were denied. Application submitted for FY19. City was awarded a reduced amount which is being used to fund Project #9.	

**City of College Park Security Cameras Status Report
March 2020**

9. Project Title: Trolley Trail North & Duvall Field (Greenbelt Rd to Edgewood Rd)

Cameras: 3-multi fixed focus CCTV

	Costs	Funding Source
Original Estimate:	\$49,459.84	BJAG/GOCCP (Application 08/18)
Maintenance:	Contract Amended	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to police agencies via the Internet	
Status:	Grant Application for FY19, requesting \$141,398.00 Submitted to GOCCP August 2018; Notice of award of \$49,998.00 received in December 2018. Equipment delivered for installation of 3 multi-focus security cameras in North College Park at Duvall Field, Rhode Island Avenue at Edgewood Road and Lackawanna at Metro.	

10. Project Title: Trolley Trail South (Harvard Road to Albion Road)

Albion Road at Baltimore Avenue; and Trolley Trail at Albion Road; Amherst Road, Drexel Road, Harvard Road and WMATA building.

Cameras: 6-multi fixed focus CCTV

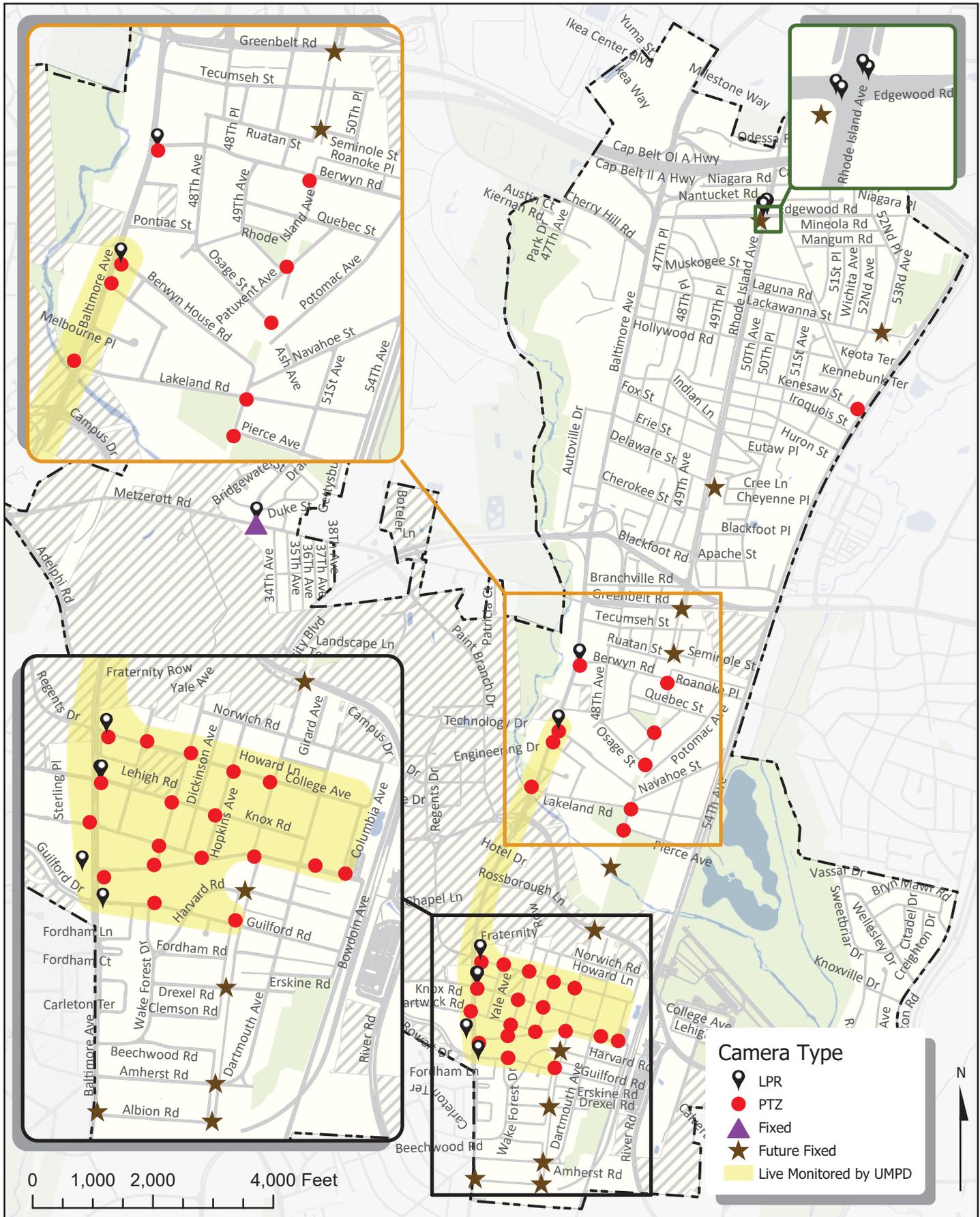
	Costs	Funding Source
Original Estimate:	\$152,000.00	CPCUP to reimburse City \$119,221.75 from CPTED grant; remainder to be funded by C.I.P
Maintenance:	Added on to existing contract from total estimate	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to City and police agencies via the Internet	
Status:	CPCUP has funding available from a Crime Prevention Through Environmental Design (CPTED) grant for Trolley Trail safety. This is a reimbursable grant, so the City will have to first spend approximately \$120,000 from FY 2020 CIP funds and then be reimbursed an additional location was added outside of city limits at the WMATA building along the trail for resident safety between neighborhoods (estimated maximum cost is \$26,000.00). This should provide 6 locations as listed above depending on infrastructure (e.g. ability to use existing utility poles, access to power). The current City security camera vendor is preparing a proposal.	

**City of College Park Security Cameras Status Report
March 2020**

11. Project Title:	Trolley Trail (Campus Drive north to Greenbelt Road)	
	Campus Drive at Ped-Bike Crossing; Trolley Trail between Campus Drive and Pierce Avenue; Trolley Trail/ Rhode Island Ave & Seminole Street; Trolley Trail/ Rhode Island Avenue @Greenbelt Road	
Cameras:	4 multi fixed focus CCTV	
	Costs	Funding Source
Original Estimate:	\$104,000.00	City unless grant funds become available.
Maintenance:	Added on to existing contract from total estimate	City
Monitoring:	Wireless Access	City
Power:	PEPCO	City
Comments:	Data to be stored on site and accessible to City and police agencies via the Internet	
Status:	When GOCCP posts a NOFA an application for a grant will be submitted. Otherwise, the source of funds will need to be CIP. These locations were determined not to be eligible for CPTED/CPCUP grant funds.	

City of College Park Security Camera Locations

Created by: College Park Engineering
 Source: College Park GIS, M-NCPPC
 Created: 10/11/2019

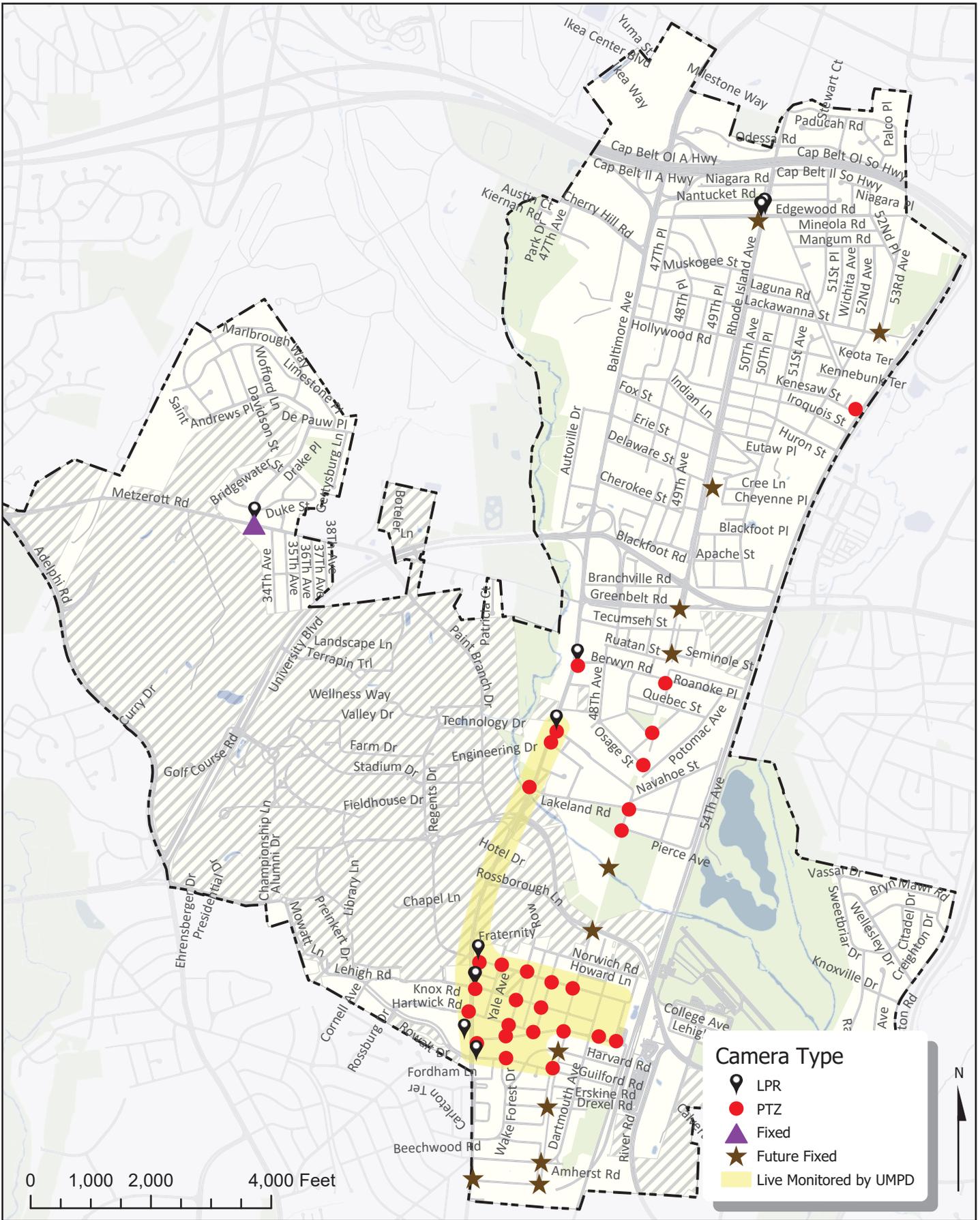


Camera Type

- LPR
- PTZ
- Fixed
- Future Fixed
- Live Monitored by UMPD

City of College Park Security Camera Locations

Created by: College Park Engineering
 Source: College Park GIS, M-NCPPC
 Created: 10/11/2019



13.

Final 2020 Legislative Report

Memorandum

TO: Bill Gardiner, Assistant City Manager
City of College Park

FROM: Leonard L. Lucchi, Esquire
Eddie L. Pounds, Esquire
City Lobbyists

DATE: April 3, 2020

RE: Final Report – Maryland General Assembly 2020

In light of the COVID-19 pandemic, the Maryland General Assembly 2020 legislative session adjourned on Wednesday, March 18, 2020. According to Senate and House leadership, the legislature hopes to reconvene for a special session at the end of May to finish legislative business. This session, over 3,200 bills were introduced, however, due to the abbreviated session, a total of only 660 bills were passed by the General Assembly. None of the bills have been signed by the Governor yet, given the pandemic which he has been handling on behalf of all Marylanders. It goes without say that it has been an honor and absolute privilege to provide government relations services to the City of College Park this year. There were a number of bills that you asked us to track and or submit positions for.

Below you will find the outcome of some of the statewide bills we tracked for the city, as well as other bills that passed or failed, which may or may not have an impact on the city. You should also know that even with the abbreviated legislative session, the legislature did pass significant pieces of legislation that provide emergency relief for those impacted by COVID-19 and address recommendations made by the Kirwan Commission.

COVID-19 Emergency Legislation

The Maryland House and Senate leadership, the Governor, and all state agencies exhibited true bipartisanship to keep residents safe in the wake of this rapidly evolving public health threat. The legislature took immediate legislative action and introduced two COVID-19 bills to provide the Governor with the necessary tools to respond to this public health emergency:

HB1661(SB1079) State Budget-Revenue Stabilization Account Transfers-Coronavirus- Emergency legislation that authorizes the governor to transfer by budget amendment up to \$50 million from the state's "rainy day fund" to various state agencies to respond to the virus. The legislation expires on June 30, 2021. (Signed by the Governor.)

HB1663(SB1080) COVID–19 Public Health Emergency Protection Act of 2020 - This bill allows the Governor to take specific actions to expand healthcare benefits and protect workers in response to the public health threat. (Signed by the Governor.)

The legislature also established a special workgroup, the **Joint Committee on the COVID-19 Response**, to monitor the effects of the virus and advise the General Assembly on the steps to take to prevent the further spread of the virus.

Education

HB1300(SB1000) Blueprint for Maryland’s Future-Implementation– Provides for a sweeping overhaul of the state’s education system per the recommendations of the Kirwan Commission. The legislation is projected to cost about \$32 billion over the next decade.

We are also happy to report that a total of \$500,000 was inserted into the capital budget for the renovation of College Park City Hall; a total of \$150,000 for the Discovery Park at the University of Maryland; a total of \$250,000 for the Paint Branch Trail and Underpass of the Baltimore Avenue Bridge project; and a total of \$200,000 for the Paint Branch Pedestrian Improvements project.

Bill Number	Description of Bill
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BILLS THAT PASSED

HB 5 (SB 161)
Del. Chang (D32)
Sen. Elfreth (D30)

Crimes – Hate Crimes – Use of an Item or a Symbol to Threaten or Intimidate - **Both the House and Senate bills “Returned Passed” and are currently on the Governor’s desk awaiting signature.** Prohibits a person from placing or inscribing an item or a symbol, including an actual or depicted noose or swastika, whether temporary or permanent, on any real or person property, public or private, without the express permission of the owner or specific persons, with the intent to threaten or intimate any person or group of persons. Violators are guilty of a misdemeanor, punishable by imprisonment for up to three years and/or a \$5,000 fine.

HB 78 (SB 172)
Del. C. Watson (D9B)
Sen. Hester (D9)

Bay Restoration Fund – Authorized Uses – **House Bill 78** expands the criteria used to determine how to allocate funding from the Bay Restoration Fund (BRF) Wastewater Account by including climate resiliency and flood control as issues for the Maryland Department of the Environment (MDE) to consider when determining the priority of funding for specified projects. The bill also adds “volume or quality control” to the types of stormwater control measures that a local government can receive BRF funding for if the local government has implemented a system of charges to fully fund a stormwater management program. The bill takes effect July 1, 2020. **The House bill is currently on the Governor’s desk awaiting signature.**

Bill Number	Description of Bill
<p>HB 125 (SB 148) <i>Del. Healey(D22)</i> <i>Sen. Young (D3)</i></p>	<p>Board of Public Works – Land Acquisition – Requirements – Senate Bill 148 prohibits the Board of Public Works (BPW) from approving the acquisition of specified real property worth at least \$500,000 unless (1) BPW provides the Legislative Policy Committee (LPC) with specified information and (2) in some circumstances, a study is done regarding the ongoing fiscal effect of the acquisition on the State. The bill does not apply to specified acquisitions of (1) property for land preservation and conservation purposes, primarily by the Department of Natural Resources (DNR); (2) property at the Port of Baltimore or Baltimore/Washington International Thurgood Marshall Airport; or (3) federally owned military property. The bill takes effect June 1, 2020. The Senate bill is currently on the Governor’s desk awaiting signature.</p>
<p>HB 280 (SB 234) <i>Office of Attorney General</i></p>	<p>Vehicle Laws - Suspension of Driver's License or Registration - Unpaid Citations or Judgments – Both the House and Senate bills “Returned Passed” and are currently on the Governor’s desk awaiting signature. Alters the requirements and procedures governing certain programs that authorize installment payments for certain motor vehicle traffic citations or judgment debts under certain circumstances; repeals the requirement that the Motor Vehicle Administration suspend a person's driver's license and vehicle registration for failure to pay a traffic citation or request a trial; and authorizes the Administration to initiate an action for a certain civil judgment for an unpaid traffic citation under certain circumstances.</p>
<p>HB 648 <i>Departmental (Military)</i></p>	<p>Maryland Emergency Management Agency – Definitions and Authority – This departmental bill clarifies the role of the Maryland Emergency Management Agency (MEMA) and makes other alterations to certain definitions. The bill redefines “emergency” as the imminent threat or occurrence of severe or widespread loss of life, injury, or other health impacts, property damage or destruction, social or economic disruption, or environmental degradation from natural, technological, or human-made causes. The bill also redefines “emergency management” as the planning, implementing, and conducting of risk reduction and consequence management across the mission areas of prevention, protection, mitigation, response, and recovery to enhance preparedness, save lives, preserve public health and safety, protect public and private property, and minimize or repair injury and damage that results or may result from emergencies. The bill also provides that a “local organization for emergency management” is defined as an organization established by a political subdivision or other local authority. House Bill 648 is currently awaiting signature on the Governor’s Desk.</p>

Bill Number	Description of Bill
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HB 739
Del. J. Lewis (D24)
Del. Moon (D20)

Law Enforcement Body Camera Task Force - This bill establishes the Law Enforcement Body Camera Task Force. The task force must (1) study options for the economical storage of audio and video recordings made by law enforcement body-worn cameras (BWCs) and (2) make recommendations for storage considering the budgets of State, county, local, and campus law enforcement jurisdictions. The Department of Public Safety and Correctional Services (DPSCS) must provide staff for the task force. Task force members may not receive compensation but are entitled to reimbursement for expenses. The task force must report its findings and recommendations to the General Assembly by December 1, 2020. The bill will take effect July 1, 2020, and terminates June 30, 2021. **House Bill 739 is currently awaiting signature on the Governor's Desk.**

HB 748
Del. Barve (17)

Transportation – Kim Lamphier Bikeways Network Program - bill codifies the Bikeways Network Program in the Maryland Department of Transportation (MDOT) and renames the program as the Kim Lamphier Bikeways Network Program. The stated purpose of the program is to provide grant support for bicycle network development activities. MDOT must establish application and eligibility criteria for the program. The bill takes effect July 1, 2020. **House Bill 748 is currently awaiting signature on the Governor's Desk.**

HB 1035 (SB 495)
Del. Adams (D37B)
Sen. Eckardt (D37)

Bay Restoration Fund – Use of Funds – Municipal Wastewater Facilities - This bill expands the authorized uses of the Bay Restoration Fund's (BRF) Septics Account to include specified costs associated with connecting a property using an on-site sewage disposal system (commonly referred to as a septic system) to an existing municipal wastewater facility that has signed a funding agreement with the Maryland Department of the Environment (MDE) and is under construction to achieve, enhanced nutrient removal (ENR) or biological nutrient removal level treatment. The bill takes effect July 1, 2020, and terminates June 30, 2024. **House Bill is currently awaiting signature on the Governor's Desk.**

BILLS THAT DID NOT PASS

HB 70
Del. Carr (D18)

Vehicle Laws – Intersections – Prohibited Acts – This bill would have prohibited a vehicle facing a circular green signal, a green arrow signal, or a steady yellow signal from entering an intersection if the vehicle is unable to safely and completely proceed through the intersection. **Unfortunately, like in previous years, the bill gained momentum and passed out of the House as amended, but failed to gain any traction in the Senate Judicial Proceedings Committee.**

Bill Number	Description of Bill
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HB 127 (SB 287)
Del. Lierman (D46)
Sen. Elfreth (D30)

Maryland Arts and Culture Capital Grant Program – This bill establishes the Maryland Arts and Culture Capital Grant Program. The Maryland State Arts Council (MSAC) must administer the program and hire at least one full-time coordinator for the program. From fiscal 2022 through 2027, the Governor must appropriate \$3.0 million annually to the program. The council must award the total amount each year, split evenly between two types of eligible recipients, subject to specified requirements. **Despite being supported by MML, neither bill seemed to be able to gain any traction in the House or the Senate after their respective bill hearings.**

HB 209 (SB 313)
Del. Lierman (D46)
Sen. Augustine (D47)

Plastics and Packaging Reduction Act - This bill prohibits a store from providing a customer with a “plastic carryout bag” and requires a store to charge, collect, and retain at least 10-cents for each “durable carryout bag” provided to a customer. **House Bill 209 had a good hearing in the House, where it was passed, however, the bill simply ran out of time in the Senate before session adjourned. Senate Bill 313 had the opposite outcome and never made it out of the Senate Finance Committee.**

HB 292 (SB 229)
Del. Lehman (D21)
Sen. Lee (D16)

Toll Roads, Highways, and Bridges - County Government Consent Requirement – Expansion - This bill expands the requirement that a State agency receive the express consent of a majority of the affected Eastern Shore county governments before it constructs a toll road, toll highway, or toll bridge in those counties. Under the bill, this requirement is expanded to apply to all counties in the State (including Baltimore City) if they are affected by any such toll road, toll highway, or toll bridge. **Although the bills were supported by MML, the House Bill received an Unfavorable Report by the House Environment and Transportation Committee and the Senate Committee did not vote on the Senate Bill.**

HB 654 (SB 209)
Del. Bartlett (D32)
Sen. West (D42)

Criminal Law – Unruly Social Gatherings – Civil Penalties – This bill prohibits a person responsible for a private premises from conducting, causing, permitting, or aiding in the maintaining of any “unruly social gathering” on or in those premises. Violators are subject to the issuance of a civil citation and maximum penalties of \$500 (for a first violation) and \$1,000 (for a second or subsequent violation). A court may also order a violator to perform 20 hours of community service. Nothing in the bill prohibits a law enforcement officer from issuing a criminal citation or other civil citation under State or local law for violations arising out of the same circumstances. **Both bills received Unfavorable Reports.**

Bill Number	Description of Bill
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HB 709 (SB 490)
Del. Valentino-Smith (D23)
Sen. Peters (D23)

Human Services - Youth Services Bureaus – Funding – This bill repeals a requirement that the Department of Human Services identify eligible youth services bureaus and estimate the amount of State funds to allocate to each youth services bureau; requires State matching funds for a youth services bureau to be paid directly to its private sponsor; requires the Governor to include at least \$1,800,000 in the annual budget bill for youth services bureaus; and provides for the allocation of the required funds. **The Senate Bill passed the Senate but failed to cross the finish line in the House before session adjourned. The House Bill did not appear to have a good hearing in the House Committee.**

HB 715 (SB 253)
Del. Williams (D22)
Sen. Pinsky (D22)

Prohibited Appropriations – Magnetic Levitation Transport - This bill prohibits the State (or any unit or instrumentality of the State) from using any appropriation for a magnetic levitation (Maglev) transportation system located or to be located in the State. The bill also prohibits a public or private entity that receives money from the State from authorizing a permit or giving any other form of approval for a Maglev system. Finally, the bill prohibits a proposal for a Maglev system from including the use of any Amtrak or CSX Transportation right-of-way. **House Bill 715 received an Unfavorable Report in the House and Senate Bill 253 did not appear to have a good hearing in the Senate Committee.**

HB 1034 (SB 835)
Del. Carr (D18)
Sen. Lee (D20)

County and Municipal Street Lighting Investment Act – Bill authorizes a county or municipality, after giving 60 days written notice to the electric company and the Public Service Commission, to convert its street lighting service to a certain alternative-energy-only tariff, submit a request to acquire certain street lighting equipment from the electric company, and enter into an agreement to purchase electricity for a certain use from any available electricity supplier under certain circumstances. **House Bill 1034 received an Unfavorable Report in the House Committee. Senate Bill 835 did not have a good hearing in the Senate Committee.**

HB 1155
Del. Conaway (D40)

Local Governments – Responsibility for Repairing or Replacing Sidewalks - This bill requires a county or municipality to take responsibility for repairing or replacing a sidewalk if the sidewalk becomes damaged as a result of a tree planted by the county or municipality. In such a case, the local government is prohibited from requiring the owner of the property abutting the sidewalk to repair or replace, or contribute to the cost of repairing or replacing, the sidewalk. **House Bill 1155 may have been seen as a solution in search of a problem given that most jurisdictions in the state already met the requirements in the bill. As a result, the bill hearing was cancelled and the bill was withdrawn.**

Bill Number	Description of Bill
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HB 1394 (SB 982)
Del. Anderton (D38B)
Sen. Serafini (D2)

Highway User Revenues – Revenue and Distribution - This bill increases the share of funds from the Gasoline and Motor Vehicle Revenues Account (GMVRA) that the Maryland Department of Transportation (MDOT) must annually provide to local governments through capital transportation grants beginning in fiscal 2025. Specifically, the bill makes permanent the current distribution of funds that applies through fiscal 2024, the date of the statute’s sunset. Without the sunset removed, transportation funding will decrease from nearly \$40 million to roughly \$9 million. **The bills were supported by MML and also by MACo with an amendment. While Senate Bill 982 passed out of the Senate as amended, House Bill 1394 failed to duplicate the same momentum, never making it out of Committee.**

HB 1612 (SB 901)
Del. Moon (D20)
Sen. Smith (D20)

State and Local Government – Participation in Federal Immigration - Bill provides officials with immunity from criminal and civil liability for refusing to provide information to the federal government or another state for federal immigration purposes. **House Bill 1612 never made it out of the House Rules Committee and Senate Bill 901 did not have a good hearing in the Senate Committee.**