

City Council of Hyattsville, Maryland

AGENDA

City Council Regular Meeting

Monday, May 1, 2017

8:00 PM



Council Chambers

Hyattsville Municipal Building

4310 Gallatin Street, 3rd Floor

Hyattsville, MD 20781

(301) 985-5000 www.hyattsville.org

CITY COUNCIL

[Mayor Candace B. Hollingsworth](#)

[Edouard Haba, Council President, Ward 4](#)

[Bart Lawrence, Council Vice President, Ward 1](#)

[Kevin Ward, Ward 1](#)

[Robert S. Croslin, Ward 2](#)

[Shani N. Warner, Ward 2](#)

[Patrick A. Paschall, Ward 3](#)

[Thomas Wright, Ward 3](#)

[Paula J. Perry, Ward 4](#)

[Ruth Ann Frazier, Ward 5](#)

[Joseph Solomon, Ward 5](#)

ADMINISTRATION

Tracey E. Nicholson, City Administrator

Laura Reams, City Clerk, 301-985-5009, lreams@hyattsville.org

WELCOME TO THE CITY OF HYATTSVILLE CITY COUNCIL MEETING! Your participation at this public meeting is valued and appreciated.

Agenda/Packet: The Agenda/Packet is available for review at the Hyattsville Municipal Building and online at www.hyattsville.org prior the scheduled meeting (generally available no later than the Friday prior to the scheduled Monday meeting). Please note, times given for agenda items are estimates only. Matters other than those indicated on the agenda may also be considered at Council discretion.

Americans with Disabilities Act: In compliance with the ADA, if you need special assistance to participate in this meeting or other services in conjunction with this meeting, please contact the City Clerk's Office at (301) 985-5009. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Audible Devices: Please ensure all audible devices are turned off or otherwise not audible when the City Council is in session. Thank you.

Consent Agenda: Items listed on the Consent agenda are considered to be routine in nature, and are normally approved by one motion. Please note that most items on the Consent agenda have been discussed at a previous meeting. If a Councilmember wishes to comment on a particular item, that item shall be removed from the Consent agenda to "action" to allow for additional discussion.

Public Input: If you wish to address the Council during the Public Comment period, please submit an Audience Participation Form to the City Clerk prior to the beginning of the meeting. Matters identified during Public Comment that are not on that meeting's agenda will be referred to staff for follow-up or considered on a future agenda. Issues that require a response will be addressed publically at the next regular Council meeting. Speakers are requested to keep their comments to no more than two (2) minutes per speaker. Written comments or supporting documents may be turned in to the City Clerk for distribution to the Mayor and Council.

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Replay Schedule: The meetings will be re-broadcast on cable television, channel 71 (Comcast) and channel 12 daily at 7:00 a.m., 1 p.m., and 8 p.m. Meetings are also able for replay online at www.hyattsville.org/councilagendas.

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1. **Call to Order and Council Roll Call**
2. **Pledge of Allegiance to the Flag**
3. **Approval of Agenda**
4. **Public Comment (8:10 p.m. – 8:20 p.m.) Limit 2 minutes per speaker**
5. **Presentations (8:20 p.m. - 8:55 p.m.)**
 - 5.a) **Presentation of Plaque and Retirement Badge to Retired Sergeant Michael Rudinski (5 minutes)**
Motion #: Presentation Only
Sponsor(s): At the Request of the City Administrator
 - 5.b) **Introduction and Oath of Office for Police Captain Amal E. Awad (5 minutes)**
Motion #: Presentation, Administration of Oath of Office
Sponsor(s): At the Request of the City Administrator
 - 5.c) **Children's Mental Health Presentation (5 minutes)**
Motion #: Presentation Only
Sponsor(s): At the Request of the City Administrator
 - 5.d) **FY-2015 Audit Update (5 minutes)**
Motion #: Presentation Only
Sponsor(s): At the Request of the City Administrator
 - 5.e) **Montgomery Housing Partnership Presentation on Parkview Manor Apartments (15 minutes)**
Motion #: Presentation with Associated Council Discussion Item
Sponsor(s): At the Request of the City Administrator
[Memo - MHP Affordable Housing Presentation.pdf](#)

[Building Dreams Tour info.pdf](#)

[Parkview Manor Green Features.pdf](#)
6. **Consent Items (8:55 p.m. - 9:00 p.m.)**
 - 6.a) **Proclamation in Recognition of Peace Officers' Memorial Day and National Police Week**
I move that the Mayor and Council adopt a Proclamation in recognition of National Police Week, May 14 through May 20, 2017 and Peace Officers' Memorial Day May 15, 2017.
Motion #: 174-05-FY17
Sponsor(s): At the Request of the City Administrator
[Proclamation Police Week 2017.docx](#)
 - 6.b) **Proclamation for Asian-Pacific American Heritage Month.**

I move that the Mayor and Council proclaim May as Asian-Pacific American Heritage Month in Hyattsville.

Motion #: 175-05-FY17

Sponsor(s): At the Request of the City Administrator

[Asian-Pacific American Heritage Month 2017.docx](#)

6.c) Proclamation recognizing new United States citizens.

I move that the Mayor and Council adopt a proclamation in recognition of Citizenship Celebration Day, .

Motion #: 176-05-FY17

Sponsor(s): At the Request of the City Administrator

[Citizenship Recognition 2017.docx](#)

6.d) Proclamation of Children's Mental Health Awareness Day

I move that the Mayor and Council proclaim May 4, 2017, Children's Mental Health Awareness Day in Hyattsville.

Motion #: 177-05-FY17

Sponsor(s): At the Request of the City Administrator

[Childrens Mental Health Awareness Day 2017.docx](#)

7. Action Items (9:00 p.m. - 9:55 p.m.)

7.a) Hyattsville Ordinance 2017-03: Fiscal Year 2018 Budget Ordinance (10 minutes)

I move that the Mayor and Council introduce Hyattsville Ordinance 2017-03, adopting an annual budget for Fiscal Year 2018 beginning July 1, 2017 through June 30, 2018, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2017; authorizing collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).

Motion #: 178-05-FY17

Sponsor(s): At the Request of the City Administrator

[RB FY2018 Final Budget Ordinance 4 27 2017.docx](#)

7.b) Amendment to the Agreement for the Traffic Safety Speed Camera Program (10 minutes)

I move that the Mayor and Council authorize the City Administrator to negotiate and sign a contract amendment with Conduent State & Local Solutions for a monthly fixed fee not to exceed \$6,000 per speed camera, for three cameras. The term of the agreement shall continue through December 2021. This contract is subject to the review and approval of the City Attorney for legal sufficiency.

Motion #: 179-05-FY17

Sponsor(s): At the Request of the City Administrator

[Traffic Safety Speed Camera Contracts.pdf](#)

[Speed Camera Contract Amendment 4.17..docx](#)

7.c) Enterprise Resource Planning (ERP) System Procurement (10 minutes)

I move that the Mayor and Council authorize the City Administrator, to enter into contract negotiations with Dataprise Inc, for the purpose of obtaining an Enterprise Resource

Management System for the City of Hyattsville, upon the review and approval by the City Attorney for legal sufficiency.

Motion #: 180-05-FY17

Sponsor(s): At the Request of the City Administrator

[Memo - ERP System - Final.pdf](#)

[RFP# CED06092016 ERP Solution Posted.pdf](#)

[ERP Amendment 1 - Questions and Answers Final.pdf](#)

7.d) Authorization to Proceed with Reuse of 3505 Hamilton Street (15 minutes)

I move that the Mayor and Council authorize the City Administrator to proceed with procurement of service for the purpose of enabling the adaptive reuse of 3505 Hamilton Street, Hyattsville as the City of Hyattsville's Police Department facility at a total development cost estimate of \$10,265,000.

Motion #: 181-05-FY17

Sponsor(s): At the Request of the City Administrator

[Memo 3505 Hamilton Street \(1\).docx](#)

8. Discussion Items (9:55 p.m. - 10:25 p.m.)

8.a) Montgomery County Housing Partnership: Parkview Manor (15 minutes)

Motion #: Discussion, Action TBD

Sponsor(s): Hollingsworth, Haba, Lawrence

8.b) Speak Up Community Sustainability Plan (15 minutes)

Motion #: Discussion, Scheduled for Action on 5/10

Sponsor(s): At the Request of the City Administrator

[Memo - Speak Up Community Sustainability Plan - Discussion.docx](#)

[CSP Draft to Publish - Single Page.pdf](#)

9. Council Dialogue (10:25 p.m. - 10:35 p.m.)

10. Community Notices and Meetings

10.a) City Calendar: May 2 - 15, 2017

Motion #: N/A

Sponsor(s): At the Request of the City Administrator

[Main City Calendar May 2-15 2017.pdf](#)

11. Motion to Adjourn



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:55 p.m.)

SUBJECT

Presentation of Plaque and Retirement Badge to Retired Sergeant Michael Rudinski (5 minutes)

Motion #

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

Sergeant Michael Rudinski began his police career in Williamsport, Pennsylvania before moving to Maryland. He was an officer at the Prince George's Community College and for the Town of Upper Marlboro before coming to Hyattsville in October 1996. Sgt. Rudinski spent the majority of his career working with youth at our schools and doing community outreach with the Community Action Team. Sgt. Rudinski was the first School Resource Officer at Northwestern High School and become known throughout the region and the Country for his skills as an School Resource Officer (SRO) and police trainer. Sgt. Rudinski retired on November 1, 2017.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

The City of Hyattsville and staff congratulate SGT Rudinski and appreciate his many years of dedicated service.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:55 p.m.)

SUBJECT

Introduction and Oath of Office for Police Captain Amal E. Awad (5 minutes)

Motion #

Presentation, Administration of Oath of Office

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

After a lengthy selection process, Amal E. Awad was selected to fill the vacant position of Police Captain. The position of Police Captain serves as the daily operations commander and Deputy Chief of Police.

Captain Awad has served in a wide variety of positions during her very successful career. She retired at the rank of Major from the Prince George's County Police Department in July 2013. She served as a patrol officer, and community oriented police officer. She served in supervisory positions in patrol and robbery suppression/special assignment teams. She also served as a patrol shift commander, and a district station commander. Captain Awad's last two positions at the Prince George's County Police Department were the Executive Officer for the Assistant Chief and the Chief of Police.

Captain Awad most recently served as the civilian Chief of Staff for the former Police Chief of the Anne Arundel County Police Department from December 2013 to December 2014.

Captain Awad has a Bachelor of Arts and Master of Science Degrees in Management from The Johns Hopkins University where she completed the Police Executive Leadership Program.

Next Steps:

Administer the Oath of Office

Fiscal Impact:

The position of Police Captain is funded in the FY 2017 and proposed FY 2018 budgets

City Administrator Comments:

The City staff is pleased to welcome CPT Awad to the City of Hyattsville and the Department.

Community Engagement:

Captain Awad will be attending future community events to introduce herself to the residents and business owners in the City

Strategic Goals:

Goal 3 – Enhance a safe and pleasant community

Legal Review Required?

Captain Awad has successfully completed a full background investigation and is in compliance with Maryland Police Training & Standards Commission's standards.



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:55 p.m.)

SUBJECT

Children's Mental Health Presentation (5 minutes)

Motion #

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

May 4, 2017, is National Children's Mental Health Awareness Day. The City is helping to raise awareness by partnering with local elementary schools to create art projects about the topic of children's mental health. They are on display in the Council Chambers. Additionally, the City is co-sponsoring a flash mob event to raise awareness of Children's Mental Health on May 4, at 6 p.m. at the Center Court of University Town Center.

Next Steps:

View children's artwork and encourage participation in the the flash mob.

Fiscal Impact:

NA

City Administrator Comments:

Presentation and Engagement

Community Engagement:

This is a community engagement activity.

Strategic Goals:

SG5 - Strengthen the City's Identity as a Diverse, Creative and Welcoming Community.

Legal Review Required?

NA



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Audit

Agenda Section: Presentations (8:20 p.m. - 8:55 p.m.)

SUBJECT

FY-2015 Audit Update (5 minutes)

Motion #

Presentation Only

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

Summary Background:

The revision of statement information in the Financial Highlights and Government Activities sections is under final review. Treasurer is completing final risk report due back to the auditors and continues to seek closeout documents. Review procedures for the FY-2016 audit have started.

Next Steps:

Complete the final draft and provide closeout documents and final reports to Council.

Fiscal Impact:

Late audit filings can result in the loss of various State Grants and loss of revenues from State Highway Funds.

City Administrator Comments:

See summary background above.

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent & Accessible Governance.

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Presentation

Agenda Section: Presentations (8:20 p.m. - 8:55 p.m.)

SUBJECT

Montgomery Housing Partnership Presentation on Parkview Manor Apartments (15 minutes)

Motion #

Presentation with Associated Council Discussion Item

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - MHP Affordable Housing Presentation.pdf](#)

[Building Dreams Tour info.pdf](#)

[Parkview Manor Green Features.pdf](#)

Summary Background:

The purpose of this memorandum is to provide the Mayor and Council with information regarding a presentation that will be made on Monday, May 1, 2017 by Montgomery Housing Partnership (MHP) detailing the financing of the renovation of Parkview Manor Apartments. Parkview Manor is one of two low-income housing tax credit (LIHTC) properties within the City of Hyattsville; the other LIHTC property is Renaissance Square Artist Housing.

Parkview Manor is a 53-unit apartment complex located at 5040 38th Avenue in Council Ward 5. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, became the full owner of the property in 2015. Montgomery Housing Partnership currently operates 29 affordable housing communities in Montgomery and Prince George's counties.

The apartment complex is in need of significant renovations, which include: conversion of two units to meet Americans with Disabilities Act requirements; replacement of the plumbing system; repairs to the electrical wiring; new windows; new flooring; new bathroom appliances and fixtures; new kitchen cabinets and counters; replacement of kitchen appliances; new washers and dryers; and exterior repairs to the building and parking lots.

Montgomery Housing Partnership is in the process of finalizing its construction financing and have asked the City to provide financial assistance for the Parkview Manor renovation project.

Next Steps:

TBD

Fiscal Impact:

TBD

City Administrator Comments:

Presentation

Community Engagement:

TBD

Strategic Goals:

Goal 2: Ensure the Long-Term Economic Viability of the City

Action 2.4 – Provide economic development programming and projects to support and facilitate infill, revitalization, redevelopment and transit-oriented investment.

Legal Review Required?

N/A



Memo

To: Mayor and City Council

From: Jim Chandler, Asst. City Administrator & Director, Community and Economic Development
Katie Gerbes, Community Planner

CC: Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer

Date: April 26, 2017

Re: Parkview Manor PILOT

Attachments: Montgomery Housing Partnership Presentation on Parkview Manor Apartments

The purpose of this memorandum is to provide the Mayor and Council with information regarding a presentation that will be made on Monday, May 1, 2017 by Montgomery Housing Partnership (MHP) detailing the financing of the renovation of Parkview Manor Apartments. Parkview Manor is one of two low-income housing tax credit (LIHTC) properties within the City of Hyattsville; the other LIHTC property is Renaissance Square Artist Housing.

About Affordable Housing

Low-Income Housing Tax Credits (LIHTC) is one of the primary tools used to finance regulated affordable housing. It is important to note the difference between regulated affordable housing and the broad term “affordable housing”. The commonly used term “affordable housing” is typically subjective and is market and quality of housing based. For non-regulated affordable housing, there is no Federal or State mandated regulation, as it simply describes housing perceived to be affordable. Housing could be deemed affordable due to a number of factors, including its size, conditions, neighborhood quality or its affordability in comparison to another area. For example, many of the homes and apartments in Hyattsville would be considered “affordable” by many, especially those accustomed to the rising housing prices in Washington DC and Montgomery County, however there is no formal mechanism in place that makes these units “affordable”- it is market driven and is in comparative to the cost of other housing options within the market.

Regulated affordable housing, has protections in place that mandates that prices stay within a predetermined range. The most common type of regulated affordable housing is those which utilize

Low-Income Housing Tax Credits (LIHTC's). Created by the Tax Reform Act of 1986, the LIHTC program gives State and local LIHTC-allocating agencies tax credits for the acquisition, rehabilitation, or new construction of rental housing targeted to lower-income households.

With LIHTC funded properties, a percentage of units must be rent restricted and rented to tenants making a fraction of the area's median income (AMI). The number of rent restricted units, as well as the income limit will vary from development to development based on the type of tax credit utilized to finance the project and additionally may include state and/or local regulations. Area median income is the average family income for an area, factoring in variables like the cost of living. AMI varies depending upon household size and the specific city or state. For example, the AMI for Prince George's County is currently \$108,000. This is largely based on the quantity of high paying jobs and high cost of living associated with being the Washington DC area. Therefore, if a unit is restricted to someone making 50% AMI they would need to make less than \$54,000 per year in order to qualify. By contrast, AMI for Wicomico County, on the eastern shore of Maryland, is only \$59,000 per year. 50% AMI there would be \$29,500 annually.

If a developer provides more than the minimum number of affordable units, they will in turn receive a higher tax credit. LIHTC properties must stay regulated for a minimum of 15-years, with some retaining the requirements up to 30-years. LIHTC are administered at the Federal level by the Department of Housing and Urban Development (HUD). Often there are additional state or local restrictions.

Parkview Manor

Parkview Manor is a 53-unit apartment complex located at 5040 38th Avenue in Council Ward 5. Montgomery Housing Partnership (MHP), an affordable housing developer based out of Montgomery County, became the full owner of the property in 2015. Montgomery Housing Partnership currently operates 29 affordable housing communities in Montgomery and Prince George's counties.

The apartment complex is in need of significant renovations, which include: conversion of two units to meet Americans with Disabilities Act requirements; replacement of the plumbing system; repairs to the electrical wiring; new windows; new flooring; new bathroom appliances and fixtures; new kitchen cabinets and counters; replacement of kitchen appliances; new washers and dryers; and exterior repairs to the building and parking lots. The cost of these renovations is estimated at just over \$73,000 per unit, for a total direct investment of over \$3.88 million into the complex. MHP has provided a full list of the necessary renovations, which is attached to this memo.

Units in Parkview Manor are structured as follows:

- Six (6) units are set aside for residents making less than 30% AMI (\$32,400);
- Forty (40) units are reserved for residents making less than 50% AMI (\$54,000);
- Seven (7) units are reserved for residents making less than 60% AMI (\$64,800).

After the renovation is complete, rents for residents qualifying with 60% AMI will be \$875/month for a one-bedroom unit, \$950/month for a two-bedroom unit and \$1,040/month for a two-bedroom townhouse. Rents for the 30% and 50% AMI groups would be lower to account for their lower income.

Montgomery Housing Partnership is in the process of finalizing its construction financing and so if the City Council is interested in providing financial assistance for the Parkview Manor renovation project.

Join MHP for Building Dreams Tours in Takoma Park, Wheaton, and Silver Spring.

Come learn about the work of Montgomery Housing Partnership (MHP) in our community. MHP serves more than 1,700 families in need in Montgomery County. We house people, empower families, and strengthen neighborhoods.

During the one-hour long “Building Dreams” Tour, you will visit an MHP community center and computer lab, see a renovated home, and hear from a resident how having an affordable place to live close to transit and other necessities contributes to a better quality of life.

MHP advances its mission to preserve and expand quality affordable housing in Montgomery County through three key strategies. They include:

- (1) Acquiring, rehabilitating, building and managing quality affordable housing;
- (2) Developing and implementing Community Life programs to improve the quality of life and increase opportunities for its residents; and
- (3) Collaborating with concerned citizens and businesses, public officials, and community organizations to build strong, vital neighborhoods.



Pictured Above: Children from MHP’s Play & Learn Circle preschool program in Takoma Park, which meets in the 7610 Maple Community Center.



At left: The north entrance to 7610 Maple in Takoma Park, an 8-story brick building renovated by MHP in 2011. It is now home to 36 families.

Help us spread the word about our work by taking a tour. To arrange contact Jaimee Goodman at jaimie@mhpartners.org or (301) 812-4120. For more information, visit www.mhpartners.org.

Parkview Manor Green Features 12/1/16

- New energy efficient windows
- Low flow water saving kitchen and bathroom fixtures
- Air sealing of holes
- High efficiency HVAC units
- Increased ventilation in kitchens and baths (mold reducer).
- High efficiency, new water heaters
- Energy star appliances
- Energy star interior lighting
- Efficient exterior lighting with photocells to limit usage
- New roofing with high solar reflectance which reduces heat island effect (Done prior to the rest of the rehab).
- Increased attic insulation will make building more energy efficient.
- Increase insulation and vapor barrier at crawl spaces.
- Low VOC paints
- Public transportation, grocery, recreations areas, restaurants, and post office within walking distance
- Site has access to open recreational space
- Recycling on site by tenants and recycling of 75% of construction waste
- Flooring materials that help eliminate allergies, pollution, and particles that make for healthier living



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017
Submitted by: Douglas Holland
Submitting Department: Police Department
Item Type: Proclamation
Agenda Section: Consent Items (8:55 p.m. - 9:00 p.m.)

SUBJECT

Proclamation in Recognition of Peace Officers' Memorial Day and National Police Week

Motion #

174-05-FY17

Recommendation:

I move that the Mayor and Council adopt a Proclamation in recognition of National Police Week, May 14 through May 20, 2017 and Peace Officers' Memorial Day May 15, 2017.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Proclamation_Police_Week_2017.docx](#)

Summary Background:

Congress and the President of the United States have designated May 15th of every year as Peace Officers' Memorial Day and the week of May 15th as National Police Week. This year, National Police Week is from May 14 through May 20, 2017.

Traditionally, the City of Hyattsville Mayor and Council have approved a Proclamation in Recognition of Peace Officers' Memorial Day and National Police Week.

Next Steps:

Mayor will sign the Proclamation

Fiscal Impact:

None

City Administrator Comments:

Recommend Approval

Community Engagement:

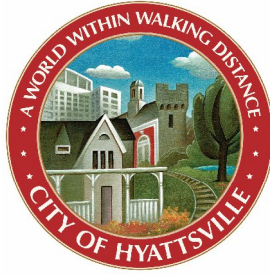
Post Proclamation on City Website and in City Building

Strategic Goals:

Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Proclamation in Recognition of
NATIONAL POLICE WEEK &
PEACE OFFICERS MEMORIAL DAY
May 14 through May 20, 2017

WHEREAS, the women and men of the Hyattsville City Police Department unceasingly serve the people of our community; and

WHEREAS, Safeguarding the rights and freedoms of the residents of the City of Hyattsville is honorable and sometimes hazardous work; and

WHEREAS, Congress and the President of the United States have designated May 15th as Peace Officers' Memorial Day to remember all who have fallen in the line of duty, and National Police Week to express gratitude for all who serve.

NOW, THEREFORE, we invite our community to join us in observation of the week of May 14 through May 20, 2017, as Police Week in Hyattsville, and May 15, 2017 as Peace Officers' Memorial Day in honor of all those who have made the ultimate sacrifice.

Candace B. Hollingsworth, Mayor

May 1, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:55 p.m. - 9:00 p.m.)

SUBJECT

Proclamation for Asian-Pacific American Heritage Month.

Motion #

175-05-FY17

Recommendation:

I move that the Mayor and Council proclaim May as Asian-Pacific American Heritage Month in Hyattsville.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Asian-Pacific_American_Heritage_Month_2017.docx](#)

Summary Background:

May is National Asian-Pacific American Heritage Month.

Next Steps:

Proclaim May Asian-Pacific American Heritage Month in Hyattsville.

Fiscal Impact:

NA

City Administrator Comments:

Recommend Approval

Community Engagement:

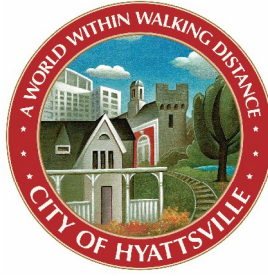
NA

Strategic Goals:

SG5 - Strengthen the City's Identity as a Diverse, Creative and Welcoming Community.

Legal Review Required?

NA



PROCLAMATION
DECLARING MAY 2017 TO BE ASIAN-PACIFIC AMERICAN HERITAGE MONTH

This proclamation declares May 2017 to be Asian-Pacific American Heritage Month in the City of Hyattsville to celebrate the contributions and achievements that Asian-Pacific American residents make in our community.

WHEREAS, the City of Hyattsville is fortunate to be a diverse community, including residents with roots in Asia and the Pacific Islands; and

WHEREAS, Asian-Pacific Americans of past and future generations continue to enrich this country's history, arts, sciences, government, military, commerce, and education; and

WHEREAS, the month of May was chosen to commemorate the immigration of the first Japanese people to the United States on May 7, 1843, and to mark the anniversary of the completion of the transcontinental railroad, on May 10, 1869, with tracks laid mostly by Chinese immigrants.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville acknowledge the contributions and achievements of Asian-Pacific American residents in our community and declare May 2017 as Asian-Pacific American Heritage Month.

Candace B. Hollingsworth
Mayor
City of Hyattsville

May 1, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:55 p.m. - 9:00 p.m.)

SUBJECT

Proclamation recognizing new United States citizens.

Motion #

176-05-FY17

Recommendation:

I move that the Mayor and Council adopt a proclamation in recognition of Citizenship Celebration Day, .

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Citizenship_Recognition_2017.docx](#)

Summary Background:

Many City residents become new United States citizens each year.

Next Steps:

Recognize new United States citizens.

Fiscal Impact:

NA

City Administrator Comments:

Recommend Approval

Community Engagement:

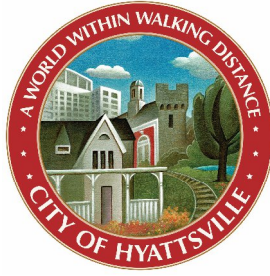
Display Proclamation

Strategic Goals:

SG5 - Strengthen the City's Identity as a Diverse, Creative and Welcoming Community.

Legal Review Required?

NA



PROCLAMATION
IN RECOGNITION OF CITIZENSHIP CELEBRATION

This proclamation recognizes and celebrates new United States of America citizens residing in the City of Hyattsville.

WHEREAS, the City of Hyattsville values the contributions of immigrants and new citizens who help foster a spirit of inclusion that enriches our community and preserves its legacy as a City of freedom and opportunity; and

WHEREAS, the City of Hyattsville wishes to acknowledge immigrants' commitment to the United States of America and its Constitution and to the idea of liberty and justice for all on which this country has been founded; and

WHEREAS, the City of Hyattsville recognizes those becoming citizens of the United States of America who live in Hyattsville and choose to enjoy the rights and privileges of full United States citizenship as we all strive for a "more perfect union."

NOW, THEREFORE BE IT RESOLVED, that the Mayor and Council of the City of Hyattsville recognize residents of the City who have recently earned the rights and responsibilities incumbent upon every citizen of the United States of America.

Candace B. Hollingsworth
Mayor
City of Hyattsville

May 1, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jake Rollow

Submitting Department: Community Services

Item Type: Proclamation

Agenda Section: Consent Items (8:55 p.m. - 9:00 p.m.)

SUBJECT

Proclamation of Children's Mental Health Awareness Day

Motion #

177-05-FY17

Recommendation:

I move that the Mayor and Council proclaim May 4, 2017, Children's Mental Health Awareness Day in Hyattsville.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Childrens_Mental_Health_Awareness_Day_2017.docx](#)

Summary Background:

May 4, 2017, is National Children's Mental Health Awareness Day.

Next Steps:

Proclaim May 4, 2017, Children's Mental Health Awareness Day in Hyattsville.

Fiscal Impact:

NA

City Administrator Comments:

Recommend Approval

Community Engagement:

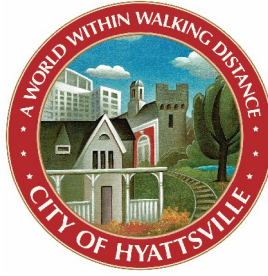
Display Proclamation in City Building

Strategic Goals:

SG5 - Strengthen the City's Identity as a Diverse, Creative and Welcoming Community.

Legal Review Required?

NA



PROCLAMATION
DECLARING MAY 4, 2017, TO BE CHILDREN'S MENTAL HEALTH AWARENESS DAY

This proclamation declares May 4, 2017, to be Children's Mental Health Awareness Day in the City of Hyattsville to raise awareness of the importance of the mental health of the children in our community.

Whereas, families, educators, and communities must address the challenges of a host of mental health issues, ranging from depression to eating disorders to substance abuse; and

Whereas, the City regularly partners with local schools to raise awareness of children's mental health issues; and

Therefore, the City of Hyattsville recognizes Children's Mental Health Awareness Day and thanks the many professionals who work to ensure our young people and their families have access to the resources necessary to lead full and happy lives.

Candace B. Hollingsworth
Mayor
City of Hyattsville

May 1, 2017



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Ron Brooks

Submitting Department: Finance

Item Type: Budget

Agenda Section: Action Items (9:00 p.m. - 9:55 p.m.)

SUBJECT

Hyattsville Ordinance 2017-03: Fiscal Year 2018 Budget Ordinance (10 minutes)

Motion #

178-05-FY17

Recommendation:

I move that the Mayor and Council introduce Hyattsville Ordinance 2017-03, adopting an annual budget for Fiscal Year 2018 beginning July 1, 2017 through June 30, 2018, for the General Purpose; fixing the tax rates for the Fiscal Year beginning July 1, 2017; authorizing collection of taxes herein levied, and appropriating funds for the Fiscal Year (FIRST READING).

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[RB_FY2018_Final_Budget_Ordinance_4_27_2017.docx](#)

Summary Background:

The FY18 budget process began internally in December 2016 with initial staff meetings to determine budgetary requirements for FY18. The City Administrator's Proposed FY18 budget was presented to the Mayor and Council on March 1, 2017. Departmental Budget Work Sessions were held throughout March and April. Public Hearings on the proposed budget and Real Property Tax Rate were held on March 15, 2017 and April 26, 2017. The budget ordinance presented includes amendments approved by the Mayor and Council on April 26, 2017. The 2018 FTE listing and Special Tax Report for Special Obligation Bonds, University Town Center Project will be submitted as an amendment to the Budget Ordinance.

Next Steps:

Second Reading/Adoption of Budget on May 10, 2017 and Legal Publication of the Budget Ordinance.

Fiscal Impact:

Total Budget All Funds \$30,918,140

City Administrator Comments:

See summary background above.

Community Engagement:

Per City Charter, a fair summary of the budget ordinance will be published twice in a newspaper of general circulation.

Strategic Goals:

Goal 1 - Ensure Transparent & Accessible Governance

Goal3 - Promote a Safe & Vibrant Community

Legal Review Required?

Subject to legal review.

HYATTSVILLE ORDINANCE 2017-03

AN ORDINANCE ADOPTING AN ANNUAL BUDGET FOR THE FISCAL YEAR JULY 1, 2017 THROUGH JUNE 30, 2018, FOR THE GENERAL PURPOSE; FIXING THE TAX RATES FOR THE FISCAL YEAR BEGINNING JULY 1, 2017; AUTHORIZING COLLECTION OF TAXES HEREIN LEVIED, AND APPROPRIATING FUNDS FOR THE FISCAL YEAR.

BE IT ENACTED AND ORDAINED by the Mayor and City Council for the City of Hyattsville, as follows:

That pursuant to Section C5-6 of the Hyattsville City Charter the annual budget is as follows:

FY 2018 Budget – Final

	General	Capital	Special	Debt Service	Total
	Fund	Projects	Revenue	Fund	All Funds
	Fund	Fund	Fund	Fund	All Funds
Revenue & Other Sources:					
Local Taxes:					
Real Property Taxes	\$11,369,139	\$0	\$0	\$0	\$11,369,139
Personal Property Taxes	712,403	0	0	0	712,403
Operating Property	779,469	0	0	0	779,469
Income Tax	2,334,438	0	0	0	2,334,438
Admissions and Amusement Taxes	438,652	0	0	0	438,652
Subtotal - Local Taxes	15,634,101	0	0	0	15,634,101
Other Revenue & Sources					
Licenses and Permits	672,835	0	0	0	672,835
Other Governments - Grants	644,073	150,500	490,300	0	1,284,873
Service Charges	137,090	0	475,000	0	612,090
Fines and Forfeitures	318,621	0	584,000	0	902,621
Miscellaneous	125,214	200,000	166,000	0	491,214
Bond Proceeds	0	8,600,000	0	0	8,600,000
Lease Proceeds	0	905,000	0	0	905,000
Other Sources - Transfers In/Out	0	199,072	0	1,735,765	1,934,837
Sub-total	1,897,833	10,054,572	1,715,300	1,735,765	15,403,470
Total Revenue - Sources	\$17,531,934	\$10,054,572	\$1,715,300	\$1,735,765	\$31,037,571
Expenditures & Other Uses:					
Legislative	\$441,291	\$0	\$0	\$0	\$441,291
General Government	2,892,108	762,000	16,000	0	3,670,108
Town Center	\$150,000	\$0	\$0	\$0	\$150,000
Police	7,190,461	621,000	459,847	0	8,271,308
Fire	50,000	0	0	0	50,000

Parking Compliance	0	0	504,930	0	504,930
Code Compliance	515,554	0	0	0	515,554
Public Safety Subtotal	7,756,015	621,000	964,777	0	9,341,792
Public Works	4,018,162	6,450,000	0	0	10,468,162
Community Services	723,373	300,000	169,000	0	1,192,373
Community Development	290,312	1,253,500	440,000	0	1,983,812
Other Financing - Transfers-In	0	0	0	1,735,765	1,735,765
Other Financing - Transfers-Out	1,934,837	0	0	0	1,934,837
Total Expenditures - Uses	18,206,098	9,386,500	1,589,777	1,735,765	30,918,140
Excess of Revenue and Other Sources over Expenditures and Other Uses	(\$674,164)	\$668,072	\$125,523	\$0	\$119,431
Beginning Fund Balance	\$7,187,555				
Ending Fund Balance	\$6,513,391				

Which was the subject of a public hearing on April 26, 2017, after notice thereof was published twice in a newspaper of circulation within the City, is hereby adopted.

The tax rate for all real property, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at sixty-three cents (\$.63) on each one hundred (\$100.00) dollars of assessed value on lands, improvements and fixtures.

The tax rate for all operating property of public utilities and contract carriers, not otherwise exempted, located within the corporate limits of the City shall be as is hereby fixed at one dollar and ninety-eight cents (\$1.98) on each one hundred (\$100.00) dollars of assessed value.

Such taxes on lands and improvements shall be computed on the valuation of said properties in Prince George's County, Maryland, which assessment is hereby adopted and used by the City of Hyattsville as its own valuation assessment of the land and improvements within the corporate limits subject to taxation for property of public utilities and contract carriers, the valuation of said properties as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The tax rate for all tangible personal property, not otherwise exempted, located within the corporate limits of the City shall be and is hereby fixed at one dollar and fifteen cents (\$1.15) on each one hundred (\$100.00) dollars of assessed value of all tangible operating personal property, including commercial inventory. In computing and levying such taxes on tangible personal property, the valuation of such property as certified to the City of Hyattsville by the Maryland State Department of Assessments and Taxation shall be used as the assessed valuation of properties so certified.

The City Treasurer, or any other person designated by the City Council to act in his/ her place, is hereby authorized and directed to collect the taxes herein levied by this ordinance.

In accordance with Section C5-6 of the Hyattsville City Charter, the real property taxes provided for in this ordinance shall be due and payable on the first day of July, 2017 and shall be overdue and in arrears when the County's real property taxes are overdue and in arrears. All real property taxes shall bear monthly interest

while in arrears at the rate of two thirds of one percent (.0066) and a monthly penalty of one percent (.01) as provided in Section C5-17 of the City Charter.

Tangible personal property shall bear a fixed penalty of one hundred (\$100.00) dollars for the first month in arrears, which is defined as the period beginning ninety-one (91) days and ending one hundred twenty (120) days following the tax bill date. An additional penalty of one percent (.01) per month shall be due on any taxes in arrears more than one hundred twenty (120) days. All tangible personal property taxes shall bear interest at the rate of two thirds of one percent (.0066) per month while in arrears.

AND BE IT FURTHER ORDAINED, that this budget shall govern the revenue and expenditure of funds by the City during the fiscal year 2018, subject to further budget ordinances enacted by the City pursuant to the Maryland Annotated Code, Local Government Article, Section 5-205(b);

AND BE IT FURTHER ORDAINED, that the City Council may from time to time during the fiscal year amend this budget by motions made, discussed and carried by a 2/3 vote of the City Council so long as any action regarding this budget is taken at a public meeting after notice and a public discussion;

AND BE IT FURTHER ORDAINED, pursuant to Hyattsville Resolution 2004-03 designating the University Town Center Special Taxing District and Hyattsville Resolution 2004-03 authorizing the imposition, levy and collection of special taxes in the Special Taxing District and pursuant to the Rate and Apportioning terms adopted, the City of Hyattsville adopts and approves the report of the Administrator of the University Town Center Special Taxing District (Exhibit A) and hereby assesses and levies as additional real property taxes on the owners of properties in the University Town Center Special Taxing District this special tax as indicated in Appendix A of Exhibit A for the upcoming fiscal year; in the event any parcel numbers are changed prior to the actual billing of taxes by the county, the Administrator shall revise Appendix A to be consistent with the tax parcel numbers used by the County for billing of taxes and recalculate the special tax to be collected from each parcel in a manner consistent with the method utilized to calculate the special taxes in Exhibit A;

AND BE IT FURTHER ORDAINED, that this budget shall govern the number and type of employment positions to include the number of employees and Full-Time Equivalent (FTE) count for Fiscal Year 2018 and the City of Hyattsville approves and adopts these counts as contained in Exhibit B.

AND BE IT FURTHER ORDAINED, that this ordinance shall become effective on July 1, 2017, as provided in Section C2-9 of the City Charter and a fair summary of this Ordinance shall be published twice in a newspaper having general circulation in the City, subject to the provisions of section C3-2A(6) of the City Charter;

INTRODUCED by the City Council of the City of Hyattsville, Maryland at a public meeting on May 1, 2017;

ADOPTED, by the City Council of the City of Hyattsville, Maryland at a public meeting on _____.

Adopted: _____, 2017

Effective Date: July 1, 2017

Attest:

Laura Reams

City Clerk

Candace B. Hollingsworth

Mayor



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Douglas Holland

Submitting Department: Police Department

Item Type: Contract

Agenda Section: Action Items (9:00 p.m. - 9:55 p.m.)

SUBJECT

Amendment to the Agreement for the Traffic Safety Speed Camera Program (10 minutes)

Motion

179-05-FY17

Recommendation:

I move that the Mayor and Council authorize the City Administrator to negotiate and sign a contract amendment with Conduent State & Local Solutions for a monthly fixed fee not to exceed \$6,000 per speed camera, for three cameras. The term of the agreement shall continue through December 2021. This contract is subject to the review and approval of the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Traffic Safety Speed Camera Contracts.pdf](#)

[Speed Camera Contract Amendment 4.17..docx](#)

Summary Background:

The City of Hyattsville entered into a contract with Xerox State & Local Solutions in December 2011 to provide a Traffic Safety Speed Camera program. The agreement was extended in December 2016 for an additional year and remains in effect thru December 2017. The current contract is a percentage based payment per citation contract. State laws recently changed requiring all automated speed enforcement contracts to be structured for vendor compensation to be based on a flat fee structure by June 1, 2017. The fees will continue to fully cover the cost of enforcement services and may result in a cost savings to the City. Xerox State & Local Solutions is now known as Conduent State & Local Solutions.

The fixed fee per camera is now mandated by Maryland law and must be in place no later than June 1, 2017.

The City currently has three operating speed cameras. The locations are:

- 7000 block of Adelphi Road (Southbound)
- 7500 block of Adelphi Road (Northbound)
- 5800 block of Baltimore Avenue (Southbound)

The contract amendment would be a monthly fixed fee of \$6,000 per camera or \$18,000 per month.

Next Steps:

Complete City Attorney's review for legal sufficiency

Execute the contract amendment

Fiscal Impact:

To be determined by the City Treasurer

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 – Promote a Safe & Vibrant Community

Legal Review Required?

Has been submitted to City Attorney Skip Cornbrooks for legal review

AMENDMENT NO. 1
TO THE AGREEMENT
BY AND BETWEEN
CONDUENT STATE & LOCAL SOLUTIONS, INC
AND
THE CITY OF HYATTSVILLE, MD
FOR
TRAFFIC SAFETY SPEED CAMERA PROGRAM

This AMENDMENT ("Amendment") is entered into and effective this ____ day of May, 2017 ("Effective Date") by and between Conduent State & Local Solutions, Inc. ("CSLS" or "Vendor"), formerly known as "Xerox State & Local Solutions, Inc." ("Xerox" or "Vendor"), located 12410 Milestone Center Dr., Germantown, MD 20873 and the City of Hyattsville, Maryland ("City") referred to individually as "party" and collectively as "parties".

WITNESSETH

WHEREAS, CSLS and City entered into a contract ("Prime Contract") with an effective date of December 21, 2011 for the purpose of supplying a Traffic Safety Speed Camera Program; and

WHEREAS, the Agreement was extended on or around December 20, 2016 for an additional year to end December 30, 2017 and

WHEREAS, CSLS and City wish to extend the term of Prime contract and modify the Pricing terms.

NOW THEREFORE, for and in consideration of the mutual promises and covenants made herein and other good and valuable consideration, the receipt of which is hereby acknowledged, CSLS and City mutually agree to the following amendment of the Prime Contract:

1. Pursuant to Section 2 of the Prime Contract, the City acknowledges and agrees that all renewal options are hereby exercised. The term of this agreement shall continue through December 26, 2021.
2. Effective June 1, 2017, EXHIBIT B Pricing is deleted in its entirety and replaced with a new Exhibit B Pricing as follows:

EXHIBIT B
PRICING

The City agrees to pay CSLS as follows:

- A monthly fixed fee of \$6,000 per camera per month for three (3) camera systems to be deployed daily.
- CSLS will charge violators a \$2.50 convenience fee for all credit card transactions, which will be deposited in the City's account and then requested for payment by CSLS as part of the monthly invoice. The \$2.50 shall not increase for the term of this agreement.
- All payments made by the City to XSLs must be received by XSLs within thirty (30) days from receipt of invoice by the City.
- CSLS will not seek any per citation remuneration from the City for processing of payments from citations issued prior to June 1, 2017 in addition to the monthly flat fee.
- At no point during the Term or Renewal Term of this Agreement shall The City of Hyattsville pay to CSLS an amount that exceeds the total collections for a given month.
 - In the event that all revenues to the City consisting of payments of fines, including any interest and penalties, resulting from violations cited under the photo speed enforcement program ("Program Revenues") received in any given month are not sufficient to make the full monthly Base Fee payment due to Contractor under this Agreement ("Shortfall"), the Shortfall shall be deferred and carried forward to the following month's invoice submitted by Contractor to CITY. Any Shortfall amount shall continue to accrue each month for the life of the Agreement until paid in full. The parties understand and agree that when Program Revenues in any given month exceed, or have exceeded in previous months, the monthly Base Fee payment for any month ("Surplus"), then such Surplus shall be applied to any cumulative Shortfall due to Contractor until all Shortfall amounts under this Agreement are paid in full. In the event that all payments due to the Contractor are current, CITY may retain all Surpluses. If a Shortfall exists at the end of the Term, including all exercised option years, Contractor agrees to waive any and all rights to collect such Shortfall amounts due to Contractor from the CITY.

REST OF PAGE LEFT BLANK INTENTIONALLY

3. Except as herein expressly modified, the Prime Contract as may have been amended or extended, is ratified and confirmed, and remains in full force and effect.

IN WITNESS WHEREOF City and CSLS have caused this Amendment No. 1 to be signed by the duly authorized officers or representatives of each party on the day and year set forth herein above.

CONDUENT STATE & LOCAL SOLUTIONS, INC.:

By: _____
Authorized or Duly Authorized Representative Witness

Printed Name and Title

CITY OF HYATTSVILLE:

By: _____
City Administer or Designee Witness

Printed Name and Title



Memo

To: Xerox State & Local Solutions, Inc. (formerly ACS)
Attention: Ryan Nicolas

From: Tracey Nicholson, City Administrator

cc: Lt. Chris Purvis
Administrative Services Division

Date: November 9, 2016

Re: Renewal of Agreement

Mr. Nicolas,

As outlined in the Agreement, page 2, section 2 – Terms and Contracts Documents, (See below) the City of Hyattsville is requesting renewal of our Agreement for a Traffic Safety Speed Camera Program with Xerox State & Local Solutions, Inc. This request is the first of five additional 1 year terms following the expiration of the initial Term which was signed on December 31, 2011 and expires on December 30, 2016. The services provided as outlined in the Agreement, pages 2 & 3, Section 3 through 3.5 shall remain the same.

2.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 5 years thereafter ("Initial Term"). The City shall have the right, but not the obligation, to extend the term of this Agreement for 5 additional 1 year terms following the expiration of the Initial Term ("Renewal Term" and collectively with the Initial Term, "Term"). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to ACS not less than sixty (60) days prior to the last day of the Initial Term or subsequent Renewal Term.

The extension term would begin immediately following the expiration of the current term on December 31, 2016 and expire on December 30, 2017.

Respectfully,


Tracey Nicholson
City Administrator



I have received the City of Hyattsville's request to renew the Agreement for a Traffic Speed Camera Program for year number 1 of the five one-year renewal options and agree to do so with the same terms and conditions as originally submitted.

Name & Title: I, Lewis Miller agree to abide by all conditions of the Agreement for a Traffic Speed Camera Program and certify below that I am authorized to sign this agreement for the vendor.

Signature: [Signature] Name: Lewis Miller
 Title: Vice President Date: 12/20/16
 State of Colorado, County of Denver.

On this 20 day of December, 2016, before me appeared Lewis Miller to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by Aerox State + Local Solutions, Inc. (Name of Firm) to execute the affidavit and did so as his or her free act and deed.

Notary Public: [Signature]

My Commission Expires: 07/06/2020

JAN CRESPO
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20164025583
 MY COMMISSION EXPIRES JULY 06, 2020

December 27, 2011

AGREEMENT FOR A TRAFFIC SAFETY SPEED CAMERA PROGRAM

This Agreement For a Traffic Safety Speed Camera Program ("Agreement") is made as by and between the City of Hyattsville, Maryland ("City") and ACS State & Local Solutions, Inc., a New York corporation, with offices located at 12410 Milestone Center Drive, 4th Floor, Germantown, Maryland 20876 ("ACS" or "Vendor"), individually referred to as "party" and collectively as "parties."

RECITALS

WHEREAS, Montgomery County has issued a Request for Proposals for a speed camera program and as a result of the competitive bid process selected ACS as their contractor.

WHEREAS, the City wishes ACS to provide equipment and perform professional services for the City using the pricing in the Montgomery County bid award and terms similar to the Montgomery County contract with ACS;

WHEREAS, ACS agrees to provide equipment and perform such professional services in accordance with the terms of this Agreement and its exhibits;

WHEREAS, § 114-9 of the Hyattsville City Code authorizes the use of speed monitoring systems within the City;

WHEREAS, accordingly, the parties have negotiated this Agreement for the installation and maintenance of the Vendor System (as defined in Section 1.8 of this Agreement).

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

AGREEMENT

1. Definitions. The following words and phrases shall have the following meanings in this Agreement.

1.1 "Effective Date" means the date the City signs this Agreement.

1.2 "Equipment" means any and all equipment, components, products, software and other tangible and intangible property relating to the Vendor System, including but not limited to all systems, hardware and back office computer system.

1.3 "Governmental Authority" means any domestic or foreign government, governmental authority, court, tribunal, agency or other regulatory, administrative or judicial agency,

December 27, 2011

commission or organization, and any subdivision, branch or department of any of the foregoing.

1.4 "Intellectual Property" means, with respect to any person, any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the world, including but not limited to copyrights, moral rights and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secrets rights; (d) patents, designs, algorithms and other industrial property rights; (e) all other intellectual and industrial property rights (of every kind and nature), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing) of such person.

1.5 "Program" shall mean the scope of services of this Agreement.

1.6 "Proprietary Information" shall mean the confidential information or trade secrets of either party.

1.7 "Vendor Marks" shall mean the trademarks, trade dress and other references and representations of the Vendor.

1.8 "Vendor System" shall mean the equipment, personnel, services and software of Vendor, as applicable, used to perform the Program.

1.9 "Violation" means exceeding the speed limit as further described in §114-9 of the Hyattsville City Code and §21-809 of the Transportation Article of the Annotated Code of Maryland.

1.10 "Violations Data" (alternatively "Citation Data") means the information and other Violations data gathered by the Vendor System at the Designated Site.

2. Term and Contract Documents.

2.1 The term of this Agreement shall commence on the Effective Date and shall continue for a period of 5 years thereafter ("Initial Term"). The City shall have the right, but not the obligation, to extend the term of this Agreement for 5 additional 1 year terms following the expiration of the Initial Term ("Renewal Term" and collectively with the Initial Term, "Term"). The City may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to ACS not less than sixty (60) days prior to the last day of the Initial Term or subsequent Renewal Term.

2.2 The Contract documents shall be this Agreement and Exhibits A and B.

3. Services. Vendor shall provide the Vendor System to the City in accordance with the terms and condition of this Agreement, and the provisions of the Hyattsville City Code.

December 27, 2011

3.1 Design. With respect to the design of the Vendor System, the City and Vendor shall have the respective rights and obligations set forth in Exhibit A attached hereto.

3.2 Installation. With respect to the construction and installation of Vendor System, the City and Vendor shall have the respective rights and obligations set forth in Exhibit A attached hereto.

3.3 Maintenance. With respect to the maintenance of the Vendor System at the Designated Sites, the City and Vendor shall have the respective rights and obligations set forth in Exhibit A attached hereto and as State law requires.

3.4 Violation Processing. During the Term, Violations shall be processed as set forth in Exhibit A attached hereto and as State law and the Courts require.

3.5 Speed Monitoring System Operator. The Vendor and City agree that the City is the speed monitoring system operator as discussed in the Maryland Annotated Code at Section 21-809 of the Transportation Article of the Maryland Code. Vendor is providing to the City the services outlined herein to the City in support of the City's duties as the speed monitoring system operator. The Vendor is not the speed monitoring system operator.

4. License & Reservation of Rights.

4.1 License. Subject to the terms and conditions of this Agreement, Vendor hereby grants the City, and the City hereby accepts from Vendor upon the terms and conditions herein specified, a limited, non-exclusive, non-transferable, revocable license during the Term of this Agreement for the purposes set forth in this Agreement. In addition the City is granted the ability to disclose to the public (including outside of the City) that Vendor is providing services to the City in connection with the Program pursuant to the terms of this Agreement, and use and display the Vendor Marks on or in marketing, public awareness or education, or other publications or materials relating to the Program. Rights to software products provided by third-party vendors may be subject to licensing provisions of those third-party vendors, which will be negotiated on a case-by-case basis.

4.2 Reservation of Rights. The City hereby acknowledges and agrees that: (a) Vendor, and Vendor's subcontractors if applicable, retain exclusive ownership of the Vendor System and related portion thereof, the Vendor Marks, all Intellectual Property arising from or relating to the Vendor System, and any and all related Equipment provided under this Agreement; (b) the City neither has nor makes any claim to any right, title or interest in any of the foregoing, except as specifically granted or authorized under this Agreement; and (c) by reason of the exercise of any such rights or interests of City pursuant to this Agreement, the City shall gain no additional right, title or interest therein.

4.3 Restricted Use. The City hereby acknowledges and agrees that it shall not (a) make any modifications to the Vendor System, including but not limited to any Equipment; (b) alter, remove or tamper with any Vendor Marks; (c) use any of the Vendor Marks in any

December 27, 2011

way which might prejudice their distinctiveness, validity or the goodwill of Vendor therein; (d) use any trademarks or other marks other than the Vendor Marks or City, in connection with the City's use of the Vendor System pursuant to the terms of this Agreement without first obtaining the prior consent of Vendor; or (e) disassemble, de-compile or otherwise perform any type of reverse engineering to the Vendor System including, but not limited to, any Equipment, or to any Intellectual Property or Proprietary Information of Vendor.

4.4 Protection of Rights. Vendor shall have the right to take whatever action it deems necessary or desirable to remedy or prevent the infringement of any Intellectual Property of Vendor including, without limitation, the filing of applications to register as trademarks in any jurisdiction any of the Vendor Marks, the filing of patent application for any of the Intellectual Property of Vendor, and making any other applications or filings with appropriate Governmental Authorities. The City shall not take any action to remedy or prevent such infringing activities, and shall not in its own name make any registrations or filings with respect to any of the Vendor Marks or the Intellectual Property of Vendor without the prior written consent of Vendor.

4.5 Infringement. The City shall use reasonable efforts to give Vendor prompt notice of any activities or threatened activities of any person or entity of which it reasonably becomes aware that infringes the Vendor Marks or any of the Vendor's Intellectual Property. Vendor shall have the exclusive right, but not the obligation, to take action to enforce such rights and to make settlements with respect thereto.

4.6 Infringing Use. The City shall give Vendor prompt written notice of any action or claim, whether threatened or pending, against the City alleging that the authorized use of Vendor Marks, or any other Intellectual Property of Vendor, infringes or violates any patent, trademark, copyright, trade secret or other Intellectual Property of any other person or entity, and the City shall render to Vendor such reasonable cooperation and assistance as is reasonably requested by Vendor in the defense thereof. If such a claim is made and Vendor determines in the exercise of its sole discretion, or a court or administrative proceeding of competent jurisdiction determines, that an authorized use infringement may exist, Vendor shall have the right, but not the obligation, to procure for the City the right to keep using the allegedly infringing items, modify them to avoid the alleged infringement, or replace them with non-infringing items, all at no cost or liability to the City. In addition, in such event an authorized use infringement may exist and Vendor does not procure rights, modify to avoid, replace with alternative items or pursue other actions to avoid infringement, either party has the right, but not the obligation, to terminate this Agreement pursuant to Section 6.1 of this Agreement. Vendor is not responsible for any City actions outside the Restricted Use of Section 4.3 above. City shall reimburse Vendor for any reasonable costs including, without limitation, attorney's fees and court costs, as well as Vendor staff costs, incurred in defending such actions or claims resulting from City's unauthorized use of Vendor Marks or any other Intellectual Property of Vendor.

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5. Representations & Warranties.

5.1 Vendor Representations and Warranties.

5.1.1 Authority. Vendor hereby warrants and represents that:

5.1.1.1 it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder; and

5.1.1.1.1 it has all ownership rights, licenses, or other required authority to use the software and hardware it installs to perform the services under this Agreement.

5.1.2 Professional Services. Vendor hereby warrants and represents that any and all services provided by Vendor pursuant to this Agreement shall be performed in a professional and workmanlike manner and, with respect to the installation of the Vendor System, subject to applicable law, and in compliance with all specifications set forth in this Agreement and the attached exhibits.

5.2 City Representations and Warranties.

5.2.1 Authority. The City hereby warrants and represents that it has all right, power and authority to execute and deliver this Agreement and perform its obligations hereunder.

5.2.2 Professional Services. The City hereby warrants and represents that any and all services provided by the City pursuant to this Agreement shall be performed in a professional and workmanlike manner.

6. Termination.

6.1. Termination without cause. The City shall have the right to terminate this Agreement without cause upon forty-five (45) days written notice. Upon delivery of said notice and upon expiration of the forty-five (45) day period, the Contractor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing contracts in so far as such contracts are chargeable to this Agreement. In the event the City terminates this Agreement without cause, the City agrees to reimburse Contractor for Contractor's unamortized equipment and installation costs up to the date of termination.

6.1.2. Termination without breach. Either party shall have the right to terminate this Agreement at any time during the Term herein, upon no less than thirty (30) days prior written notice to the other party, if: (i) State or federal statutes are enacted or amended, or regulations adopted by agencies with the jurisdiction applicable to this Agreement, to prohibit or materially change the operation of the Program so as to make it reasonably impractical to operate the Program contemplated by the parties under this

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Agreement including, without limitation, changes that would prohibit such Program, or which would impose restrictions on revenues and uses that are contrary to the terms of this Agreement; (ii) any court having jurisdiction over the City issues a final, non-appealable decision that the Program is invalid or results from the Vendor System are inadmissible in evidence, or otherwise renders a final, non-appealable decision that makes it reasonably impractical to operate the Program. In the event of a termination under this Section 6.1.2, both parties shall be relieved of any further obligations under this Agreement other than as specified herein.

6.1.3 Termination with cause. Either party shall have the right to terminate this Agreement upon no less than thirty (30) days' notice upon the other party committing any material breach of a material provision of this Agreement or defaults on any material provisions of this Agreement. Notwithstanding, the preceding words, either party shall first have the right to remedy any default or breach within thirty (30) calendar days (or within such other time period as the City and Vendor shall mutually agree, which agreement shall not be unreasonably withheld or delayed) after written notice from the non-defaulting party setting forth in reasonable detail the events giving cause for termination.

6.1.4 The rights to terminate this Agreement shall be without prejudice to any other right or remedy of either party in respect of the breach concerned (if any) or any other breach of this Agreement.

6.2. Procedures Upon Termination. Except as expressly set forth in this Agreement and except for any provisions of this Agreement which are expressly intended to survive termination (or expiration) of this Agreement, upon the termination of this Agreement, the provisions of this Agreement shall terminate and:

6.2.1. Vendor shall except for pending enforcement cases (i) immediately cease to provide the services contemplated under this Agreement including, but not limited to work in connection with the construction or installation activities and services in connection with the Program; (ii) promptly deliver to the City any and all Proprietary or Confidential Information of the City provided to Vendor pursuant to this Agreement; (iii) provide City with its proposed schedule for the removal of the Equipment, at no cost to the City and, once such schedule is approved by City, Vendor shall remove such Equipment pursuant to the schedule; and (vi) provide all services in connection with prosecuting and enforcing notices of Violation the data for which was generated prior to the termination of this Agreement; and

6.2.2. The City shall, except for pending enforcement cases, (i) immediately cease accessing the Vendor System and using any other Intellectual Property of Vendor; and (ii) promptly deliver to Vendor any and all Intellectual Property and/or Proprietary Information of Vendor provided to the City pursuant to this Agreement; and

6.2.3. Unless the City and Vendor have agreed to enter into a new agreement relating to the Program or have agreed to extend the Term of this Agreement, Vendor shall

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remove any and all Equipment or other materials of Vendor installed in connection with Vendor's performance under this Agreement, except for general municipal improvements to the City infrastructure (i.e. electric, ground loops, etc.), at no cost to City.

6.2.4 In winding up this Agreement after its termination for a period of 120 days after the last violation is issued, Vendor shall continue to perform all services to collect, process and prosecute violations the data for which was generated prior to the termination.

7. Fees Paid to Vendor & Payment Processing.

7.1 Vendor shall have the right to receive the compensation set forth in Exhibit B attached hereto.

7.2 Vendor shall invoice the City monthly for all applicable fees according to the fee schedule delineated in Exhibit B. In addition to the invoice provided to the City, Vendor shall provide information to the City, in a format reasonably acceptable to the City, supporting the invoice amounts forwarded by Vendor to the City. Furthermore, City shall have access to the financial reporting functions of Vendor's system reasonably necessary to enforce the provisions of this Agreement.

7.2.1 Vendor shall submit all invoices to City in duplicate to the following address:

Michelle Dunklee
Hyattsville Police Department
4310 Gallatin Street
Hyattsville, Maryland 20781-2050

7.2.2 Any terms, provisions or language in Vendor's invoice(s) that conflict with the terms of this Agreement shall not apply to this Agreement unless expressly accepted in writing by the City.

7.3 Vendor shall deposit the collected payments electronically into a City designated bank account on a schedule approved by the City with sufficient information for the City to identify the deposit.

7.3.1 The Vendor shall provide an online process capable of supporting credit card payments and processing such payment within City established business processes.

8. Confidentiality. During the course of this Agreement, the parties may desire to and may exchange with or disclose to one another information and data that are considered confidential or proprietary by one of the parties ("Confidential Information"). If such information is marked by the transmitting party as "Confidential" or the like by an appropriate stamp or legend, or is disclosed in such a fashion so as to give reasonable notice as to its proprietary nature, the recipient party agrees that it will use the same only in connection with the activities contemplated by this Agreement. Both parties agree that, to

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the extent permitted by Maryland law, each will not disclose the same to non-employee third parties without the prior written consent of the transmitting party, provided, however, that the recipient party shall not be liable for any disclosure of such information to others under the following conditions:

- 8.1 After 6 years from the Effective Date of this Agreement, provided the recipient party has not improperly retained Proprietary Information of the transmitting party;
- 8.2 If the information is within, or later falls within, the public domain through no fault of recipient;
- 8.3 If the information is already lawfully known by the recipient prior to its disclosure by the transmitting party;
- 8.4 If the information is legally obtainable without restriction from another source;
- 8.5 If the information has been or later is disclosed by the transmitting party to others on a nonrestrictive basis;
- 8.6 If the recipient independently develops the information;
- 8.7 If the information is approved for release or use by prior written authorization of the transmitting party; or
- 8.8 Pursuant to, and to the extent of, a request or order by any Governmental Authority, including laws relating to public records after the recipient party provides notice to the transmitting party so the transmitting party has the opportunity to defend its rights to confidentiality.

9. Indemnification. The Vendor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of Vendor's negligence or wrongful acts. The Vendor must indemnify and save the City harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Vendor's negligence or wrongful acts. If requested by the City, the Vendor must defend the City in any action or suit brought against the City arising out of the Vendor's negligence or wrongful acts under this Agreement. The negligence of any agent, subcontractor or employee of the Vendor is deemed to be the negligence of the Vendor. For the purposes of this paragraph, City includes its boards, agencies, agents, officials and employees.

In no event shall the Vendor be liable to the City hereunder for any claims, penalties or damages by way of indemnification, in an amount exceeding one million dollars (\$1,000,000.00).

In addition to the above, the City agrees to hold harmless and indemnify the Vendor from and against any and all claims, actions, damages, liability, or expense suffered or

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incurred due to the City's negligence. The City shall neither hold harmless nor indemnify Vendor for any such claims, actions, damages, liability, or expense that arises from or is caused by, the negligence, failure to perform contractual obligations, or willful acts or omissions of the Vendor, its employees or its agents. Furthermore, the City's indemnification obligation hereunder is subject to and contingent upon the Vendor providing to the City notice of any and all claim(s) upon which the Vendor may rely on this indemnification, within thirty (30) days after it knows or reasonably should know of the claim(s). In addition, the City's combined liability, both independent of and under this Agreement, for any claims that arise from the same occurrence, shall be subject to the notice requirements, and be limited to the types of liabilities, types of damages, and maximum damage cap amounts established and stated in: the Maryland Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. §5-301, et seq. (2006 Repl. Vol.) (the "LGTC"); Md. Code Ann., Art. 25A, §1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc §5-509 (2006 Repl. Vol.)(together the "City Indemnification Statutes"), all as amended from time to time.

10. Limitation of Liability. Neither party shall be liable, under any circumstances for any special, consequential, punitive, exemplary, incidental, or indirect damages of any kind resulting from the performance or non-performance of obligations under this Agreement even if those damages are attributed to breach of this Agreement, tort, negligence, or other cause of action. The parties agree that this limitation shall apply even if a party has been advised of the possibility of non-direct damages or if, under applicable law, non-direct damages are considered to be direct damages. ACS shall not be liable for any failure to realize savings or other benefits from the system or services provided under this Agreement.

City acknowledges that Vendor has set its pricing and entered into this Agreement in reliance upon the limitations of liability and damages set forth in this Agreement, and that these limitations and disclaimers form an essential basis of the bargain between the parties. Except for fees and amounts expressly due and payable to Vendor under this Agreement, in no event shall either party to this Agreement be liable to the other party for any claims, penalties or damages, whether in contract, tort, or by way of indemnification, in an aggregate amount exceeding the fees or other charges paid by City to Vendor during the twelve (12) months preceding the claim.

11. Assignments & Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by either party, including without limitations purchases of controlling interest in Vendor or merger, without the prior written consent of the other party. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

12. Notices. Whenever any party desires to give notice to the other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the address listed below, and the places for giving of

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notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this Agreement. For the present, the Vendor and the City designate the following as the respective places for giving of notice:

City: Colonel Douglas K. Holland
Chief of Police or Designee
Hyattsville Police Department
4310 Gallatin Street
Hyattsville, Maryland 20781-2050
Phone: 301-985-5084

And
City Administrator
City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781-2050
Phone: 301-985-5000

And
Vendor: ACS State & Local Solutions, Inc. (ACS)
Attn: Contracts
12410 Milestone Center Drive
Fourth Floor
Germantown, Maryland 20876
Phone: 301-820-4433

13. Audit Rights & Record Retention. Each of parties shall have the right to audit the books and records of the other party ("Audited Party") solely for the purpose of verifying the payments, if any, payable pursuant to this Agreement. Any such audit shall be conducted upon not less than forty-eight (48) hours' prior notice to the Audited Party, at mutually convenient times and during the Audited Party's normal business hours. Except as otherwise provided in this Agreement, the cost of any such audit shall be borne by the non-Audited Party. In the event any such audit establishes any overpayment by the Audited Party of any payment made pursuant to this Agreement, the non-Audited Party shall promptly refund to the Audited Party the amount of the excess. Vendor shall establish and maintain records with respect to all matter covered by this Agreement. Except as otherwise authorized by the City, Vendor shall retain such records for a period of 6 years after receipt of the final payment under this Agreement or termination of this Agreement.

14. Dispute Resolution. Upon the occurrence of any dispute or disagreement between the parties hereto arising out of or in connection with any term or provision of this Agreement, the subject matter hereof, or the interpretation or enforcement hereof ("Dispute"), the parties shall engage in informal, good faith discussions and attempt to resolve the Dispute. In connection therewith, upon written notice of either party, each of the parties will appoint a designated officer whose task it shall be to meet for the purpose of attempting to resolve such Dispute. The designated officers shall meet as often as the parties shall deem to be reasonably necessary. Such officers will discuss the Dispute. If the parties

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are unable to resolve the Dispute in accordance with this Section 14, and in the event that either of the parties concludes in good faith that amicable resolution through continued negotiation with respect to the Dispute is not reasonably likely, then the parties may mutually agree to submit to nonbinding mediation.

15. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

16. Exhibits. Each exhibit referred to in this Agreement forms an essential part of this Agreement. Exhibits to this Agreement shall be treated as part of this Agreement and are incorporated herein by reference and shall be interpreted in accordance with the Order of Precedence below.

17. Order of Precedence. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise, between this Agreement and the exhibits thereto, such conflict or inconsistency shall be resolved by giving precedence first to the main body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A — Scope of Work
2. Exhibit B – Payment Provisions.

18. Waiver. Failure of either party to insist upon strict performance of any covenant or condition of this Agreement, or to execute any right contained herein, shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect.

19. Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law, except that this provision shall not be deemed to deprive any party of any legal remedy, including termination.

20. Insurance. Vendor agrees to maintain insurance meeting or exceeding the following requirements with Insurance Carriers possessing an A.M. Best rating A-VI or better. The City of Hyattsville shall be included as an Additional Insured on each contractor/sub-contractor's General Liability and Umbrella policy. A standard Certificate of Insurance shall be submitted to the City of Hyattsville evidencing the following coverage with the standard thirty (30) day notice of cancellation provision. This Certificate must be submitted before any work will be permitted at each job site.

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A. Workers' Compensation Insurance - Statutory limits and Employer's Liability Insurance of \$1,000,000.00 bodily injury each accident/\$1,000,000.00 policy limit for each employee/\$1,000,000.00 per employee bodily injury by disease.

B. Commercial General Liability Insurance – This coverage must include premises/operations as well as products/completed operations. Contractual Liability should also be included as well as a waiver of subrogation. The minimum required limits are as follows:

\$4,000,000.00 General Aggregate Limit
 \$2,000,000.00 Included Products/Completed Operations Aggregate Limit
 \$1,000,000.00 Personal & Advertising Injury Liability Limit \$1,000,000.00
 Each Occurrence Limit

C. Business Automobile Insurance with a minimum of \$1,000,000.00 combined single limit of liability.

D. Commercial Umbrella Insurance with a minimum limit of \$2,000,000.00 per occurrence.

E. Vendor shall require each subcontractor to maintain, at a minimum, the same coverage as outlined in A through D above.

The Vendor shall have executed and delivered to the City of Hyattsville two copies of all standard insurance certificates. All insurance policies under Coverage B and D shall include the City of Hyattsville as additional insured.

Professional Liability Insurance - The Vendor shall agree to maintain Professional Liability or Errors and Omissions Liability Insurance at a limit of liability not less than \$1,000,000.00 per incident or per claims made basis. For policies written on a Claims-Made basis, the Vendor warrants the retroactive date equals or precedes the effective date of this contract. In the event the policy is canceled during the life of this Contract, the Vendor shall agree to purchase an Extended Reporting Endorsement (or "Tail") with a minimum reporting period of not less than two years and to notify the City unless such policy is renewed. If this policy is maintained without change during the life of this contract and the Extended Reporting Endorsement is not purchased, the Vendor warrants that this Claims Made coverage will be renewed for a minimum of two years after the completion of the project with the same retroactive date as that used at the onset of this project.

21. Governing Law & Exclusive Venue. This Agreement shall be governed by, interpreted, construed and enforced in accordance with, the laws of the State of Maryland, without regard to principles of conflict of laws. Vendor will comply with all applicable laws, rules, orders, statutes and regulations including those laws regarding non-discrimination in employment, occupational health and safety, environmental protection, and fair labor standards. The state or federal courts located in the State of Maryland shall be the sole venue of any

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mediation, arbitration or litigation arising out of this Agreement.

22. Compliance with Laws & Regulations. Vendor shall comply with all federal, state, and/or local laws and regulations in the performance of all terms and conditions of this Agreement. Vendor shall be solely responsible for all Violations of the law from any cause in connection with its performance of work under this Agreement.

23. Nondiscrimination. Vendor agrees to take all steps necessary to comply with all federal, state and local laws and policies regarding non-discrimination and equal employment opportunities. Vendor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability. In the event of non-compliance by Vendor with any of the non-discrimination provisions of this Agreement, the City shall be deemed to have cause to terminate this Agreement, in whole or in part, in accordance with Section 6.1 of this Agreement.

24. Independent Contractor Status. The services and deliverables shall be furnished by the Vendor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. No payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to Vendor. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of Vendor's status as an independent contractor hereunder, no workers' compensation insurance has been or will be obtained by the City on account of Vendor.

Vendor may be required to provide the City proof of payment of these said taxes and benefits. If the City is assessed or deemed liable in any manner for those charges or taxes, the Vendor agrees to hold the City harmless from those costs, including attorney's fees.

25. Extent of Agreement. This Agreement and the attached exhibits represent the entire and integrated agreement between the City and ACS and supersede all prior negotiations, representations or agreements, either written or oral.

26. Force Majeure. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control and that occur without its fault or negligence, including without limitation, Acts of God (such as earthquake, fire, flood, hurricane, storm, epidemic, pandemic, quarantine, or other natural disaster or public health emergency); humanly-caused disasters such as riot, civil war, rebellion, revolution, insurrection, war, invasion, hostilities (whether war is declared or not), terrorist activity, sabotage, or arson; failures or absence of electrical, telecommunications, Internet, or other infrastructure; the acts of civil, military, or other governmental authorities, such as judicial decisions, nationalization, government sanction, blockage, embargo, the declaration of martial law, or any other action or inaction of any government; labor dispute, strike, or lockout; or the errors, omissions, or defaults of third parties, and neither Party will have the

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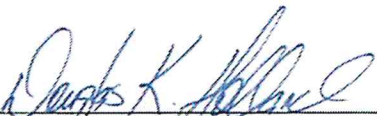
right to terminate this Agreement in such circumstances.

27. Recitals. The recitals in this Agreement are incorporated herein.

28. Winding up after termination. The parties hereto agree that following termination of this Agreement, the terms of this Agreement shall continue to apply to all violations, the data for which was generated or collected prior to the termination of this Agreement and particularly subject to 6.2.4 above. This section as well as sections 4, 6, 7, 8, 9, 10, 12 and 13 shall survive termination of this Agreement regardless of the 120 days wind up provision of 6.2.4.

IN WITNESS WHEREOF, the undersigned authorized representatives of Vendor and the City have executed this Agreement.

THE CITY OF HYATTSVILLE, MARYLAND

By:  12/28/11
Authorized Signature Date

Colonel Douglas K. Holland, Acting City Administrator
Printed Name and Title

ACS STATE & LOCAL SOLUTIONS, INC.

By:  12/30/11
Authorized Signature Date

Mark Talbot, Vice President
Printed Name and Title

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EXHIBIT A SCOPE OF WORK

Installation of Equipment. Contractor will be responsible for all permit acquisition, site design, construction, and installation of the Equipment. Contractor will ensure all materials specified on the approved construction as-built plans are correct. Contractor will manage its electrical and construction subcontractors who are performing installation work. Contractor will develop any required lane closure (traffic control) plans, consistent with all applicable laws and requirements. Contractor will install up to four (4) portable speed camera systems subject to the Minimum Criteria and an installation schedule set forth herein:

- Minimum Criteria: For each portable speed camera system to be deployed, there must be a minimum of three potential deployment locations documented to have at least 65 speeding violations (12 mph above speed limit) per day through independent speed studies.
- Both parties acknowledge and agree that the Contractor reserves the right to decommission any portable unit(s) which record an average of twenty-five (25) or fewer issued violations per day over any given 30-day period
- Schedule: Contractor will contract with an independent vendor to provide a minimum of 15 independent speed studies within 30 days of contract execution. The results of these speed studies will be sent directly to the City. The City will share the results of these studies with the Contractor. If City determines that there are no at risk school zones for enforcement in the City, the Agreement will be Terminated for Convenience. Otherwise, upon notice from the City to Contractor of potential locations meeting the Minimum Site Criteria, Contractor shall complete all necessary site drawings and permit applications within 30 days. Contractor will deploy portable speed camera system(s) within 30 days of receipt of all governmental approvals/permits required to commence deployment (excluding factors outside of the Contractor's control, such as weather, governmental delays, power, etc.). Notwithstanding the foregoing but subject to Contractor's reasonable efforts to deploy systems as soon as possible, Contractor shall not be required to deploy portable speed camera systems prior to 120 days from the Effective Date.

Expansion. The City and Contractor will mutually agree to any speed system expansion, including deployment location expansion beyond the initial sites selected.

Maintenance of Equipment. All cameras and associated equipment must be fully functional, be properly maintained, and perform to required, minimum functional requirements as stated herein. Contractor must repair, replace, or install, as needed, at no cost to the City any non-operational camera, system, or other equipment within 48 hours after the equipment becomes non-operational. In addition, the Contractor must notify the City of any non-operational camera or other equipment within one (1) business day after it knows or reasonably should know of its non-operation. Those cameras which are caused to be non-operational due to factors outside

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Contractor's control shall be excluded. Such factors include vandalism, weather related damage, and force majeure events.

Citations and Payments. Contractor will process citations using its online citation and violation image review tools, Citeweb™. Contractor will process violations, issue citations, and process payments in accordance with City and State regulations. Employees of the Hyattsville Police Department will make the final determination about whether a particular event will become a civil citation; Contractor shall not override the determination made by the Hyattsville Police Department. Subject to timely police review, Contractor will mail the initial notice of violation within fourteen (14) days of the violation date for Maryland registered vehicles, and within thirty (30) days of the date of violation for vehicles registered outside the state of Maryland. Contractor will follow the national mail standards for photo enforcement citations, mailing all citations, subsequent mailings, and notices via First Class U.S. Mail.

Contractor will work with the City to process payments made by any of the following methods: personally at the Burtonsville, Maryland walk-in center located 4040 Blackburn Lane, Suite 200, Burtonsville, Maryland 20866, electronically online, electronically by phone, and by mail to a Contractor-owned, City-approved USPS lockbox. Payment processing will include the daily depositing and reconciliation of all receipts to a City designated account. Contractor's Citeweb system shall allow for the City to process payments at City-designated walk-in facilities.

Reports. Standard reports will be available online via the Contractor's Citeweb system. In addition, Contractor will provide the City with monthly and quarterly reports. Monthly reports will be produced within 15 days after the end of each month in a designed format approved by the City. Contractor will meet with the City during implementation to review sample formats, solicit feedback, and customize reports to meet the unique needs of the City and its program administrators. Monthly and quarterly reports will include statistics and analysis for each camera location, including hours of operation, issuance rates, controllable rejects, non-controllable rejects, violations in process, and prosecutable image rates. More specifically, the reporting system will produce statistical analysis of camera operations including the number of events recorded (by site and in total), the number of events not billable (including a breakout of controllable and not-controllable events lost, by approach and in total), number of events forwarded to the Hyattsville Police Department; number of citations authorized and mailed each month, the number of citations returned as undeliverable, the number of citations paid, and a breakdown of violations by time of day and day of the week. City designated personnel will have access to the Citeweb system to run its own reports as needed for real-time information on the program. This will allow the City to complete daily financial reconciliation of all payment transactions, view deployment activity, search for citations, and other business related functions.

Expert Witnesses. Contractor will provide an expert witness for any trial on a contested violation, provided that the City requests such witness at least ten business days prior to the

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court date. Such expert witness will be able to provide expert testimony as to the accuracy, calibration, maintenance, repair documentation, technical operation, reliability and effectiveness of the Equipment. The City will otherwise be responsible for court testimony.

City Website. Contractor will provide data and content for the City's website, including a description of the Program and Equipment, camera locations, frequently asked citation/process questions, statistics, and a secure link to review and pay Violations online. For the avoidance of doubt, the City will be responsible for providing the website.

Public Information and Surveys. Contractor will assist the City in preparing announcements and press releases to use as the Program reaches important steps and milestones. Upon request by the City, Contractor will provide staff or power point presentations for public outreach events or media briefings. Upon request of the City, Contractor will conduct a minimum of three public surveys.

Training. The Contractor must ensure that a manufacturer certified trainer trains City personnel and the Contractor's personnel on the speed camera radar and laser equipment, as required by the Maryland Annotated Code, Transportation Article § 21-809. The Contractor will work with the City to customize our curriculum to include the full scope of the Program's training requirements. Training personnel will meet with the City during implementation to discuss personnel training criteria, system access needs, and other relevant training issues for each type of operational employee. Trainees will use Web-enabled computers for inquiry, interpretation of reports and screens, and review of user documentation. The Contractor will train all designated City staff at no cost, and conduct new-hire and ongoing refresher sessions as required, also at no cost. The training program will be comprehensive and designed specifically to complement and reinforce the goals of the Program. Every training session will be conducted at a City facility at dates and times convenient for City personnel. The curriculum includes a Program overview, information on Equipment and operation, citation processing software, customer service program, payment operations, and payment processing. Contractor will provide all training materials.

Notices. Contractor will be responsible for all costs associated with mailing the following notices under this Agreement: First notice, Second notice, registration warning notice, registration hold notice, and driver notice.

Delinquent Collections. Contractor will mail at its cost up to three collection notices for any citations that are outstanding. Citations are deemed eligible for such collections for vehicles registered in the state of Maryland thirty (30) days after a registration hold notice is mailed, and for vehicles registered outside the state of Maryland thirty (30) days after the second notice is mailed. Fees for delinquent collection to be paid by the City to Contractor are set forth in Exhibit B.

Contractor will be responsible for credit bureau reporting that occurs the day of the mailing of the 3rd and final collections notice. For all outstanding debts paid by violators after being

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reported Contractor will report such payments to the Credit Bureau on a weekly basis.

Customer Service. Contractor will maintain a toll free number and IVR system for all incoming calls from citizens. Contractor will provide necessary staff to answer all incoming calls during Contractor's normal business hours. Contractor will schedule court dates for any citizens that request a court hearing as well as prepare the necessary court packets required for trial.

Contractor will open and scan into the Citeweb system any program related correspondence received as well as mail out all applicable correspondence related to the program. Any undelivered notices "Nixies" will be tracked in the system to show service was performed. In the event a Nixie occurs on the first notice mailed, Contractor will wait thirty (30) days to see if a new address is registered with the MVA/DMV and if obtained will mail out a new "Nixie" notice (a reissue of the first notice) to the violator.

Issuance Rates. The Contractor warrants that the cameras and systems in operation, inclusive of the Contractor's back office processing services, will deliver a Monthly Prosecutable Issuance Rate of at least 90% for speed violations. As used herein, Monthly Prosecutable Issuance Rate means the number of violations captured in the applicable month that are issued divided by the total number of violations captured in the same month less uncontrollable events as defined below. The "uncontrollable events" listed below do not count against the Contractor in calculating the Monthly Prosecutable Issuance Rate. "Uncontrollable events" shall be:

- (1) Missing Plate
- (2) Obstructed Plate
- (3) Paper/Dealer plate (except Maryland)
- (4) Funeral Procession or other police waive through (red light)
- (5) No DMV Record found
- (6) Stolen vehicle/tags
- (7) Car Obstructed
- (8) Diplomat tags
- (9) Emergency Vehicle on the Run
- (10) Glare on Plate
- (11) No violation
- (12) Plate Damaged
- (13) Rejected by PD Other
- (14) Stationary Object Not Visible
- (15) Tractor Trailer
- (16) Vandalism
- (17) Wrong Enforcement Speed
- (18) Dark Environment (Improperly Lit Environment)
- (19) Error Operator (Non Contractor errors only)
- (23) Not Issued; multi-violation
- (24) Rental Vehicle
- (25) Multiple Vehicles
- (26) MVA/DMV Vehicle Match Failure

December 27, 2011

If the Contractor fails to meet the Department of Police approved Monthly Prosecutable Issuance Rate for any month, the City reserves the right to withhold payment to the Contractor, as provided in **Liquidated Damages**.

Customer Service Response. The Contractor's Customer Service Center must maintain an average response time of 3 minutes or less for all incoming calls.

Violation Data Download. The Contractor must ensure that all violation data is downloaded to the back office and processed in a timely fashion to ensure that violations are able to be mailed within the legal guidelines.

Liquidated Damages. In addition to any other remedies available to the City upon breach of the Contract by Contractor, or a failure by Contractor to perform in accordance with the provisions in this Contract, actual damages are difficult to reasonably ascertain and the City may reduce the amount owed or paid to Contractor, and reduce or withhold from payment to the Contractor, the following liquidated damages, which are a reasonable estimate by the parties at the time of contract execution of the damages that would be incurred by the City, as the non-breaching party, as a result of the failure by the Contractor to perform its obligations under this Agreement; and the parties, expressly agree and state that the liquidated damages noted in this Agreement do not constitute a penalty.

- A. Any non-operational portable speed camera system shall be repaired, reinstalled or replaced within 48 hours after non-operation at no cost to the City. The Contractor will notify the City of any non-operational camera within one (1) business day. For each hour exceeding the hours allotted for repair or replacement of the non-operational camera, the City may reduce or withhold compensation from the Contractor in the amount of seventy-five dollars (\$75.00) per hour for each piece of non-operational camera equipment. These damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the City. Any assessed liquidated damages will be reduced or withheld from the Contractor's compensation. Those cameras which are caused to be nonoperational due to factors outside the Contractor's control shall be excluded. Factors outside the Contractor's control include, but are not limited to, vandalism, weather related damage and force majeure events.
- B. Malfunction(s), error(s) or failure(s) with the Contractor's personnel, cameras, systems, or equipment, including servers, communication equipment, computer processing, printing, address, tag returns or other Contractor related activity that results in the loss of registration data related to the Contractor's violation processing system, must be repaired within forty-eight (48) hours after the onset of the malfunction, error, or failure. For each hour exceeding the forty-eight (48) hours allotted for correction, repair, or replacement of the malfunction(s), error(s) or failure(s) with the Contractor's personnel or system the City may assess liquidated damages at the hourly rate of seventy-five dollars (\$75.00). Liquidated damages will accrue hourly until the repair or replacement is completed and the equipment is functioning to the satisfaction of the City. These damages will be capped at 150 hours per malfunction, error or failure

December 27, 2011

incident. Any assessed liquidated damages will be reduced or withheld from the Contractor's compensation.

C. If the Contractor fails to keep cameras, systems, or equipment in proper operation, inclusive of the Contractor's back office processing services, so that it fails to deliver a Monthly Prosecutable Issuance Rate of at least 90% for any month, the City reserves the right to reduce or withhold payment to the Contractor. In the event that compensation is withheld or reduced by the City under this paragraph, the amount reduced or withheld will be calculated as follows: Percentage below the Department of Police approved Monthly Prosecutable Issuance Rate times the Contractor's invoice for that month. Example: If the Contractor obtains an 88% Monthly Prosecutable Issuance Rate in a given month, then the compensation paid to the Contractor for that month will be reduced by 2%. Any assessed liquidated damages will be reduced or withheld from the Contractor's compensation.

December 27, 2011

EXHIBIT B
PRICING

The City agrees to pay Contractor the following:

- \$16.25 per ticket paid
- \$0.25 for payment processing services of all fully paid citations
- For delinquent collections services as identified in Exhibit A, 20% of the total amount paid. This 20% shall be in addition to the \$16.25 per ticket paid set forth above.

Additional Fees:

- \$2.50 per electronic credit card administrative fee assessed to the violator. Such fees will be deposited into a City designated account. City will reimburse ACS for these fees through the monthly invoicing process.

The City agrees that Contractor will receive compensation per the terms of Exhibit B for all paid violations that originated from Contractor provided equipment even if such violation is paid for up to 120 days following the termination or expiration of the Agreement.

All payments made by the City to Contractor must be received by Contractor within thirty (30) days from receipt of invoice by the City.



Memo

To: Mayor and Council
From: Douglas K. Holland, Chief of Police
CC: Tracey Nicholson, City Administrator
Captain Amal Awad
Date: April 21, 2017
Re: Amendment to the Agreement for the Traffic Safety Speed Camera Program

Summary Background

The City of Hyattsville entered into a contract with Xerox State & Local Solutions in December 2011 to provide a Traffic Safety Speed Camera program. The agreement was extended in December 2016 for an additional year and remains in effect thru December 2017. Xerox State & Local Solutions is now known as Conduent State & Local Solutions.

The current contract is a percentage payment per citation contract. The amended contract is a monthly fixed fee payment per camera. The fixed fee per camera is now mandated by 2014 Maryland House Bill 929 and must be in place no later than June 1, 2017.

The City currently has three operating speed cameras. The locations are:

- 7000 block of Adelphi Road (Southbound)
- 7500 block of Adelphi Road (Northbound)
- 5800 block of Baltimore Avenue (Southbound)

The contract amendment would be a monthly fixed fee of \$6,000 per camera or \$18,000 per month. Vendor payments based on the percentage per citation agreement for the past 12 months has been as follows:

- 04/16 \$12,906
- 05/16 \$14,787
- 06/16 \$14,646
- 07/16 \$12,925*
- 08/16 \$14,939*
- 09/16 \$20,284
- 10/16 \$29,058
- 11/16 \$31,709
- 12/16 \$33,211
- 01/17 \$32,797
- 02/17 \$30,591
- 03/17 \$29,557

***NOTE:** A third camera went live 7/27/16 with warning notices issued for two weeks. Citation notices began on 8/14/16.

The City Treasurer has completed a fiscal analysis and has concluded that the program should continue to be self funding if the current average number of citations being generated by the three cameras remains constant. In calendar year 2016, the Traffic Safety Speed Camera program generated 16,482 citations.

The contract amendment has been submitted to City Attorney Skip Cornbrooks to be reviewed for legal sufficiency.

Recommendation

I recommend that the Mayor and Council authorize the City Administrator to negotiate and sign a contract amendment with Conduent State & Local Solutions for a monthly fixed fee not to exceed \$6,000 per speed camera, for three cameras. The term of the agreement shall continue through December 2021.



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Laura Reams

Submitting Department: Administration

Item Type: Purchase

Agenda Section: Action Items (9:00 p.m. - 9:55 p.m.)

SUBJECT

Enterprise Resource Planning (ERP) System Procurement (10 minutes)

Motion

180-05-FY17

Recommendation:

I move that the Mayor and Council authorize the City Administrator, to enter into contract negotiations with Dataprise Inc, for the purpose of obtaining an Enterprise Resource Management System for the City of Hyattsville, upon the review and approval by the City Attorney for legal sufficiency.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - ERP System - Final.pdf](#)

[RFP# CED06092016 ERP Solution Posted.pdf](#)

[ERP Amendment 1 - Questions and Answers Final.pdf](#)

Summary Background:

For several year, the National Government Financial Officers Association (GFOA) has encouraged cities across the Country to replace financial management systems with Enterprise Resource Planning (ERP) systems. In February, 2016, The Council authorized the City's IT provider to conduct a needs assessment and identify requirements to inform a Request for Proposal for the solicitation of an ERP service provider. The City staff completed the solicitation, review, and analysis process, and during the April 26, 2017 Council Meeting presented a comprehensive overview of the review process, selection criteria, and recommended Dataprise Inc. as the City's ERP service provider. The City staff is prepared to enter into negotiations with Dataprise Inc, and award a contract for services to Dataprise Inc. for ERP services.

Next Steps:

Begin contract negotiations with Dataprise Inc. Dataprise Inc. can be scheduled for a presentation to the City Council at a date to be determined.

Fiscal Impact:

Funding for this item will be requested in the FY2018 Budget

City Administrator Comments:

Recommend Support

Community Engagement:

The procurement of an ERP system has been a priority of the City Council since 2013.

Strategic Goals:

Goal 4: Foster Excellence in all City Operations

Action 4.3 – Utilize data, technology and best practices to develop and implement proactive, problem solving strategies and services.

Legal Review Required?

Pending



Memo

To: Mayor and Council

From: Tracey Nicholson, City Administrator

CC: Jim Chandler, Director, Community and Economic Development
Ron Brooks, City Treasurer
Julius Wiggins, Contracts, Grants & Procurement

Date: April 21, 2017

Re: Enterprise Resource Planning (ERP) System Procurement

This memorandum provides the City Council with a detailed summary of the solicitation and procurement of an Enterprise Resource Planning (ERP) system for the City of Hyattsville, and includes a recommendation for awarding a contract for services.

Background

For several years, the National Government Financial Officers Association (GFOA) has encouraged cities across the United States to replace financial management systems with ERP systems to reduce costs, improve efficiencies and make more informed financial decisions. An ERP System was proposed during the FY13 budget cycle but was not included in the approved budget. In FY15, an ERP System was again presented as a Council budget priority. In February, 2016, the Council, through Motion #30-02-16, authorized a separate work order for the City's IT service provider, Dataprise Inc. to assist the Staff in conducting a needs assessment and develop requirements to inform a Request for Proposal for the selection of an ERP system provider.

What is an ERP System and Why is it Needed?

An ERP System integrates operations and functions into a single IT system so that governing bodies and employees can be more efficient and make data-driven, financial and programming decisions by viewing enterprise-wide information across departments on business and financial operations. ERP systems are used to:

- Integrate and automate internal processes and information systems;
- Streamline processes, gain efficiencies, improve productivity and accountability;
- Provide a real-time view of core business, programming and financial data;
- Allow for the reliance on a common data base to make timely and accurate information available to stakeholders.

Request for Proposal:

The City issued a Request for Proposal (RFP) on June 9, 2016 and by July 27, 2016 received 10 responses. The Review Panel evaluated each of the responses and recommended the Top-4 firms proceed to interview. The interviews allowed the firms to present and demonstrate their product and suite of services. The Staff evaluated the firms on their ability to provide a comprehensive ERP solution that responds to the identified requirements, and can best integrate existing processes and programs to reduce disruption in services and costs. A second round of interviews was conducted with the Top-2 firms.

Required Functions/Capabilities:

The scope of services/requirements included a solution that could consolidate and/or integrate existing systems where possible and streamline business processes. The components of the ERP solution and requirements included:

- Financial management applications
 - Payroll
 - Accounts Payable
 - Account Receivable
 - Electronic Time Keeping
 - Cashiering / Credit Card Payment
 - Fixed Assets
 - Budgeting
- Human Resources Management
 - Applicant tracking
 - Recruitment
 - Performance evaluations
 - Benefits administration
 - Training and Development
 - Employee self-service portal
 - Travel and expense management
- Built-in and Customizable Reporting
- Customer Service Management Interface
- Contracts Management
- Grants Management
- Procurement / Purchasing
- Workflow / Electronic Approvals
- Centralized Work Order / Ticketing System
- Electronic Documents Management
- Forecasting
- Centralized Activity Tracking
- Facilities Maintenance
- Fleet Maintenance
- City Capital Projects Tracking
- Development Review & Tracking

RFP Responses

On July 28, 2016, the City opened the submitted proposals and reviewed them for basic requirements including the completion of all required documents.

Firm	Address	Minimum Requirements Met
Martha Systems LLC	6 Nelson Drive Medford, NJ 08055	Minimum Requirements was met
i Dataprise, Inc.	9600 Blackwell Road, Fourth Floor Rockville, MD 20850	Minimum Requirements was met
t Ameri100 Inc.	100 Canal Pointe Blvd, STE 108 Princeton, NJ 08540	Did Not met Minimum Requirements
e Edmunds & Associates	301A Tilton Road, Northfield, NJ 08225	Minimum Requirements was met
E KTL Solutions	5119 Pegasus CT. STE T Frederick, MD 21704	Minimum Requirements was met
v Adhvan Corporation	One Research Court, STE 250 Rockville, MD 20850	Minimum Requirements was met
a Tyler Technology	5519 53 rd Street Lubbock, TX 79414	Minimum Requirements was met
u KloudData Inc.	8815 Centre Park Drive STE 320 Columbia, MD 21045	Minimum Requirements was met
a Improvement Interactive	5215 N. Sabino Canyon Road Tucson, AZ 85750	Minimum Requirements was met
o nElosophy, LLC	3130 Executive Pkwy 2C Toledo, OH 43606	Minimum Requirements was met

C

Criteria

- Understanding of Requirements
- Technical Solution and Approach
- Staffing and Qualifications
- Firm Experience, References and Capabilities
- Price

Technical Proposal Analysis & Evaluation

The proposals were distributed and evaluated independently. The Staff confirmed that all firms were “In Good Standing” with the State of Maryland and after a thorough analysis, the Panel recommended the following four (4) firms participate in the in-person presentations and interviews:

- Dataprise Inc.
- Edmonds Associates
- Tyler Technologies
- Adhvan Corporation

Presentation & Interview Evaluations

In February, 2016, the top-4 firms provided the City with 60-90 minute in-person presentations which included an ERP overview, network security overview and details of their capabilities and services. Following the presentation and interviews, the Staff completed reference checks of the existing and former clients of each of the firms. The Review Panel then ranked the firms and scheduled follow-up interviews with the Top-2 firms.

Presentations/Demonstration Evaluation Criteria:

- System capabilities
- Core services
- User Friendliness
- Ability to Integrate Current Systems
- Program Offerings and Platform

Assessment of Top-2 Firms

Tyler Technologies and Dataprise were selected as the top 2 firms.

- **Tyler Technology** has many of the required and desired functions as a “turn-key” system.
 - Their Incode General Ledger is the heart of their financial applications suite and provides comprehensive flexibility and control of financial transactions. Incode is a sequel database designed to support cities. Their software has 10 features, Technology Platform, Database management using Microsoft SQL, and Modular integration-extensive collection of applications.
 - Tyler’s Incode Personnel Management Suite provides an Employee Self Service portal, time and attendance and applicant tracking interface.
 - Tyler hosts continuing education of their products and services through online applications and Tyler University.
 - Their Energov Product Suite allows for permitting and Land management, rental property management and land management. Tyler also has a maintenance management suite and has over 20 government clients in Maryland.
 - Tyler’s system security includes unique user log-in credentials each session, user information is pulled from the Windows domain and checked against the database, user information is queried against the Active Directory structure and the system can isolate single machines to exclude from the network. The system security also includes secure digital signatures with encryption for automated check signing, allows viewing of proprietary signature by authorized personnel only, multiple authorizations on single forms to ensure accountability in check disbursements.
 - Tyler does not have a recreation package system that can be integrated, or a customer service and service request application for public interface. They also did not have a system that could integrate document and contract management. While Tyler was priced significantly less, they did not afford the City with a customizable product that could adapt real-time to meet future needs.

- **Dataprise** proposes the use of a Microsoft Sharepoint platform that supports robust document management from folders to metadata to version history.
 - Dataprise presented a scalable networked system which allows for their product and services to be customizable by application and price to incorporate existing processes.
 - Dataprise's proposed suite of core networked products includes Serenic Navigator Accounting (powered by Microsoft Dynamic NAV), Asset Guardian for fleet and facility maintenance/management and Lanteria for Human Resources management functions.
 - The system is proposed to integrate to a dashboard performance reporting module, Microsoft Power BI, one of their most robust systems will allow for real-time reporting, interactive and customizable dashboards, historical trending and predictive analysis. The network would allow several existing City third-party applications that can be integrated. This includes the City's website hosted by Civic Plus and Time Guardian for time clock functionality.
 - Dataprise's platform is flexible, scalable and can integrate with the website.
 - Dataprise provides 24x7 access, a collaborative on-boarding process, continuous training and the ability to adapt as technology evolves.
 - Dataprise is proposing a replicated multi-location server to host the system
 - Dataprise can meet all the city's needs, but each product¹⁸⁰ would need to be purchased separately. This allows the package to be modular and costs to be sequenced as needed.
 - There are two aspects to externally secure the Dataprise ERP solution: The City is currently using a high availability pair of Dell SonicWALL NSA units. These are enterprise level firewalls with many advanced security features and they already provide border control for the City's network. The second aspect is that the Office 365 environment where the other portion of the ERP systems would reside. Currently, the City utilizes the office 365 platform for email. Dataprise would expand this to include additional services from Power BI & Sharepoint. Office 365 is designed not only to be compliant for government, but also meets all the requirements for HIPAA and SEC compliance as well as many others. Dataprise, despite being an IT company and therefore capable of running an in-house email system, uses Office 365 due to the compliance and resilience that it affords organization.

Client List/References

Firm	Clients
Tyler Technologies	• City of La Plata, Maryland • Town of Denton, Maryland • Town of Berlin, Maryland • Pocomoke City, Maryland
Dataprise	• Virginia Railway Express (VRE) • American College of Cardiology

- The Corporation for Enterprise Development
- Town of Cheverly, Maryland
- Occupational Safety and Health Review Commission

ERP Solution Investment Summary

Enterprise Resource Planning Solution Investment Summary							
Vendor	Year 1 Cost	Annual Cost	Total 1 Year	Total 2 Year			
Tyler Technologies	307,470.00	64,489.00	371,959.00	64,489.00			
Vendor	Year 1 Cost	Annual Cost	Total 1 Year	Total 2 Year			
Dataprise (Software)	125,700.00	-	125,700.00	44,760.00	Dateprise includes: Power BI- Admin w Recurring Fee Assumes 20 admins Annual licensing increase of 5%		
Dataprise (Service-Based)	571,419.00		571,419.00				
			697,119.00				
Recommendation	Firm	Year 1 Contract Award	Year 2 Contract Award	5-Year Projections with 5% increase	10-Year Projections with 5% increase	15-Year Projections with 5% increase	15 Year cost + Year 1 cost = Total Cost
1st Choice	Dataprise	697,119	42,360	222,390	444,780	667,170	1,364,289
2nd Choice	Tyler Technologies	371,959	64,489	338,567	677,135	1,015,702	1,387,661

Contract Award Recommendation

Over the past 10-months, the City of Hyattsville has completed one of the most thorough solicitation processes for any service procured by the City. We have reviewed the written proposals, assessed the capabilities of the top firms and evaluated the suite of services that would offer the most value and benefit to the City. The Staff, after a lengthy review and analysis recommends **Dataprise Inc.** as our Enterprise Resource Planning Services provider.

Dataprise Inc. suite of services provides a customizable and adaptable system that can respond to the current and future needs of a growing community. The integration of the Dataprise system will allow for the management of information and data which will contribute to the strategic visibility and overall fiscal and operational health of the City by eliminating redundancy, lowering costs long term, and increasing productivity.

The Staff is proposing Dataprise be scheduled for a presentation to the City Council at a date to be determined.

Other Background Information:

RFP Solicitation Schedule

June 9, 2016: Solicitation Issued
June 22, 2016: Pre-bid Conference
July 11, 2016: Submissions due
July 28, 2016: Bid Opening & Evaluation period commences
October 6, 2016: Top 3 firms selected to interview
November 2-3, 2016: Interview of top 3 firms
November 7, 2016: ERP Interview Debrief
December 12-15, 2016: ERP Second interview
February 9, 2017: Top-2 firms selected for second interview
April 20, 2017: Evaluation period concludes and recommendation drafted
April 26, 2017: City Council (Discussion Item)
May, 2017: Recommended-- Firm Presentation to Council
May, 2017: Request for Council Approval (Discussion/Action)

RFP Review Panel

The following staff members participated in the evaluation and interview process:
Tracey Nicholson, City Administrator
Ron Brooks, City Treasurer
Jim Chandler, Assistant City Administrator and Director of Com & Economic Development
Laura Reams, City Clerk
Jake Rollow, Director, Community Services
Lesley Riddle, Director, Public Works
Vivian Snellman, Director, Human Resources
Rich Hartnett, Sergeant/Technical Services Manager, Police Department
Julius Wiggins, Supervisor, Contracts, Grants & Procurement
Sandra Fuentes, GIS Technician
James Fahnbulleh, IT Manager
Additional Staff members participated in areas of subject matter expertise

June 9, 2016

RFP#CED06092016



City of Hyattsville – RFP



Request for Proposal

Enterprise
Resource Planning
(ERP) Solution

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

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REQUEST FOR PROPOSAL

INTRODUCTION AND BACKGROUND

The City of Hyattsville is a Smart-Growth community making it a prime candidate for assistance offered by the State of Maryland and the Federal Government for investment. Hyattsville is located only one mile from Washington DC and is approximately 2.7 square miles of historic and urban residential, commercial, industrial and high-density mixed-use residential/commercial/office and development. The City of Hyattsville has convenient access to transit and transportation options for residents and visitors. We are located on the Metro's Green and Yellow line, served by two stations: West Hyattsville and Prince George's Plaza. In addition to Metro, the City is traversed by an excellent network of roads, buses, freight transportation, and rail services including THE BUS, AMTRAK, and MARC. We are also located near the region's three airports: Baltimore Washington International, Reagan National (accessible via Metro) and Dulles.

The City of Hyattsville, Maryland invites sealed responses to this Request for Proposal (RFP) #CED06092016, for the procurement of an Enterprise Resource Planning (ERP) solution to improve communication and access to cross-departmental information required to provide the highest level of service to the City's residents. The purpose of this solicitation is for the City of Hyattsville to select one (1) Contractor that demonstrates the ability to provide a comprehensive ERP solution customized to match the existing processes and procedures currently employed by City representatives. The City intends to select one proposal, negotiate terms, and execute a comprehensive agreement.

DEPARTMENTS

The City has approximately 100 employees amongst 8 separate departments:

Department	Approximate Employee Count
City Clerk	2
Finance/Office of the Treasurer	3
Human Resources	1
Community and Economic Development (CED)	12
Community Services	9
Public Works (DPW)	35
Police Department	55
Other/Administrator	5

APPLICATIONS

The following applications are in use across the organization:

Function/System	Current	Scope
Financials (GL, AP, AR, Payroll)	ADS ProFund	Replace with ERP
Cashiering (Cash/Revenue Collection and Management)	Paper-based (need to confirm)	Replace with ERP
Budget	Microsoft Office Suite (Excel)	Replace with ERP
Fixed Assets	Excel, ADS ProFund	Replace with ERP
Time keeping	Excel	Replace with ERP

Function/System	Current	Scope
Time keeping (PD)	Custom web application only used by the police department (developed internally by the Police Department)	Replace with ERP
Time clock	Time Guardian, only used by the department of public works	Integrate or replace with ERP
Inventory	Excel, FacilityDude, Dossier	Replace with ERP
Human Resources	Microsoft Office Suite, paper documents	Replace with ERP
Permitting	Excel	Replace with ERP
Code Compliance	Comcate	Replace with ERP
Business License	Comcate	Replace with ERP
Parking Compliance	Duncan Solutions	Integrate with ERP
Contract Management	Microsoft Office Suite, paper forms/documents	Replace with ERP
Grants Management	Microsoft Office Suite, paper forms/documents	Replace with ERP
Procurement/Purchasing	Microsoft Office Suite, paper forms/documents	Replace with ERP
GIS	ESRI ArcGIS	Integrate with ERP
Fleet Management	Dossier	Replace with ERP
Facility Management	FacilityDude	Replace with ERP
Agenda Management	Granicus solutions, Trello	Integrate or replace with ERP
Document Management	File server, paper documents in filing cabinets	Partially replace with ERP

RFP SOLICITATION SCHEDULE

These durations and dates are for information purposes only and the City reserves the right to revise any of the durations and to terminate and/or to not initiate any and/or all of the solicitation steps.

RFP Solicitation Schedule:

June 09, 2016:	Solicitation release
June 22, 2016:	Submission of questions for clarification
July 11, 2016:	City provides answers to questions
July 27, 2016:	Submissions due at 4:00pm
August 03, 2016:	Vendor clarifications/BAFO, if necessary
August 31, 2016:	Final vendor selection

OBJECTIVE

The objective of this solicitation process is for the City of Hyattsville to procure an Enterprise Resource Planning (ERP) solution that improves access to critical data, allows for managed information sharing between departments and divisions, and assist the municipal management with data analysis for the purposes of improving their strategic visibility into the overall fiscal and operational health of the City. The goal is to improve organizational productivity by increasing efficiency in business activities and processes, as well as make timely and accurate information available to all of the City's stakeholders (e.g., City employees, vendors, council 73

members; residents; business owners; rental parties such as property owners, landlords, and renters). The project will require the design, architecture, and implementation of the solution, including integration with existing vendor applications, State or Federally-provided systems, on-going application support, and development of training materials and courses for end users.

Currently, each department work with siloed, legacy applications and vendors. The following lists significant challenges identified:

- Lack of readily available data (e.g., reporting and metrics)
- Each department lacks adequate visibility of their own budget
- Many of the City’s routine processes and activities are labor intensive (e.g., inefficient time reporting, procurement, contracts, grants, permit, and report and metric processes)
- Lack of a centralized enterprise solution to support the City’s business processes across all departments
- Not utilizing the full capabilities of existing systems (e.g., ADS ProFund HR module, Comcate)

SCOPE OF PROPOSAL

The City seeks a comprehensive Enterprise Resource Planning (ERP) solution and/or supporting integrated systems that best meet the City’s needs outlined in this section.

The ERP solution should consolidate and/or integrate systems where possible and streamline business processes. The components of the ERP solution should include:

- Common financial management applications
 - Payroll
 - Accounts Payable
 - Account Receivable
 - Electronic Time Keeping
 - Cashiering / Credit Card Payment
 - Fixed Assets
 - Budgeting
- Human Resources Management
 - Applicant tracking
 - Recruitment
 - Performance evaluations
 - Benefits administration
 - Training and Development
 - Employee self-service portal
 - Travel and expense management
- Built-in and Customizable Reporting
- Contracts Management
- Grants Management
- Procurement / Purchasing
- Workflow / Electronic Approvals
- Centralized Work Order / Ticketing System
- Electronic Documents Management
- Forecasting
- Centralized Activity Tracking
- Facilities Maintenance
- Fleet Maintenance
- City Capital Projects Tracking
- Development Review & Tracking

The following subsections detail the solution requirements and are organized by department. Each requirement has a priority ranking assigned that indicates the necessity of each requirement:

Priority Ranking	Description
High	A mission critical requirement; required for next release
Medium	Supports necessary system operations; required eventually but could wait until a later release if necessary
Low	A functional or quality enhancement; would be nice to have someday if resources permit

The following sections provide details on requirements and are intended to help clarify the responsibilities, functions, and services provided by each department, as well as the current tools and procedures utilized.

CITY CLERK DEPARTMENT

The city clerk has the following functions and responsibilities:

- City council support
- Agenda management and meeting minutes
- Public Information Inquires
- Voting liaison
- Records Management

The top applications used by the department are as follows:

- Granicus Agenda Management solutions (Agenda Management)
- Trello (Agenda Forecasting)
- Microsoft Office Suite

The following table identifies the functions, workflows, and requirements for the **City Clerk Department**:

Functions	Findings	Requested Capability	Priority
City Council Support / Agenda Management	▪ Uses primarily excel spreadsheets for tracking activities ▪ Tracks legislative actions – Motion tracking – Tracks legislative actions by fiscal year cycle – 125-190 motions per year ▪ Prepares and organizes the City council member's agenda (meetings) ▪ Uses Granicus Peak Agenda software to create and manage agendas ▪ Live streams of city council meetings can be accessed from the City's website ▪ Portions of Granicus software is integrated with the City's website	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High
Meeting Minutes	▪ Uses Live Manager module in Granicus ▪ Meeting minutes are stored in Granicus and on a shared drive ▪ A link to the access the minutes from Granicus is posted on the City's website	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High
Public Information Inquires	▪ The city receives on average about 45 public information requests per year, most information is public. – Documents – Emails containing certain subjects	Document management, central repository with versioning, tracking changes, granular	High

	– Video from PD body cameras ▪ The city clerk pulls the necessary information if they exist. – Paper documents in filing cabinets – Shared drive data – Emails – Video footage ▪ Requests are fulfilled if information exists (partial or full), some information may not be suitable for release. The city's attorney may review.	security capabilities where departments can access the desired documents (self-service)	
Voting Liaison	▪ Work with City board of supervisors elections (5 members) ▪ Manage administration of city council member elections every two years (elected for 4 years) and special elections ▪ Document management (excel spreadsheet based to track and manage) – Voter registration list – Outreach communication – Voting locations – Office documentation	Document management, Activity tracking	High
Records Management	▪ Record retention office – The city's various departments frequently request documents from the City clerk, this is labor intensive – Archive room on the 2nd floor – Retention policy was last updated in 1996 – Things are sent to offsite when running out of space ▪ Maryland state archives – Document retention management system ▪ What is in place ▪ When documents are due to be destroyed	Document management, central repository with versioning, tracking changes, granular security capabilities where departments can access the desired documents (self-service)	High

FINANCE/OFFICE OF THE TREASURER DEPARTMENT

The City Treasurer manages the Finance Department. This department's responsibilities include the following:

- Properly accounting and reporting of all financial activities of the City
- Providing financial information as one element in making policy and administrative decisions
- Preparing the City's annual budget
- Preparing the City's Comprehensive Annual Financial Report
- Preparing and distributing the City payroll
- Paying all City bills
- Investing City funds and debt service on bond issues
- Manages the City's expenditures
- Tax reporting

The top applications used by the department are as follows:

- ADS ProFund
- Microsoft Office Suite

The following table identifies the divisions and their functions within the department:

Finance Divisions	Functions
Accounting	▪ Time keeping ▪ Payroll ▪ Accounts Payable (AP) ▪ Accounts Receivable (AR) ▪ General Ledger
Contracts	▪ Contracts
Grants	▪ Grants
Procurement	▪ Purchasing
Treasury	▪ Budgeting and financial reporting

The following table identifies the functions, workflows, and requirements for the **Accounting Division**:

Functions	Findings	Requested Capability	Priority
Time Entry and Timesheets	▪ Excel-based timesheets are submitted by each employee to their respective department head on a biweekly basis via a hard copy ▪ Each department head reviews the timesheets and creates a compiled summary hours report using Excel ▪ The department head approves the timesheets by signing the hard copies and then forwarding the hard copies of the timesheets and summary report to Finance	Electronic time keeping	High
		Electronic review and approval process for time reporting	High
		Granular labor codes to account for exceptions (e.g., sick, vacation, over-time)	High
Payroll	▪ All employees are paid based on an 80-hour biweekly schedule ▪ Finance receives approved/signed timesheet hardcopies for each employee ▪ Finance enters in the information into the ADS ProFund software (adjustments are made for vacation, sick leave and other exceptions) ▪ Checks are printed using the ADS ProFund software to a special check printer ▪ Direct deposits is also an available option ▪ Paystubs are printed and sent out to employees every pay period	Payroll system integrated with an electronic time keeping	High
		Granular labor codes to account for exceptions (e.g., sick, vacation, over-time)	High
		Electronic Expense reporting / reimbursement	High
Accounts Payable (AP)	▪ Vendor data is stored in the AP module in ADS ProFund ▪ Each vendor is assigned a unique code ▪ Each department has access to the AP module to enter bills	Electronic process for reviewing and approving AP batches	High

	- AP batches are processed weekly by Finance: - AP entries are reviewed by Finance - Finance verifies that the correct account/fund is selected and that funds are available for payment - The most common account/fund used is the “General Fund” fund/account - The department head, finance and the City administrator all must approve the weekly AP batches prior to processing (i.e., signature files or hard copies of approved AP entries are kept in a file cabinet) - Invoices are kept in a file cabinet for about a year, then moved to an archive storage facility - Funds are withdrawn from thousands of accounts/funds in the system	Scan and store invoices electronically	High
Accounts Receivable (AR)	- The Finance Department receives all revenues due to the City, including the following: - Intergovernmental revenues - Real property taxes - Rental unit license fees - Business license fees - Traders and peddlers licenses - Temporary sales permit fees - Traffic and other fines - The City creates invoices using the ADS ProFund application - All funds (e.g., cash, checks, money orders) received by the City government are entered into the Cash Tracker module in ADS ProFund by Finance - Cash Tracker is also used for bank reconciliation - The City currently does not have the ability to receive credit card payments	Credit card payment processing	High
Purchase Order	- Each department currently does their own purchasing - Purchases over \$1,000 requires the City to obtain three quotes - Purchases over \$10,000 also requires approval by the City Council - A paper form is filled out by each department to initiate a PO request - The paper form requires review and signatures from the following parties: - Department Head - Grants/Contracts/Procurement Administrator - Treasurer - City Administrator – contracts over \$10,000 - After all required signatures, the PO is sent back to Finance for payment	Electronic procurement / purchasing review and approval process	High

The following table identifies the functions, workflows, and requirements for the **Contracts Division**:

Functions	Findings	Requested Capability	Priority
Contracts	- Each department director puts together a contract with a vendor for various purchases or services - Contract goes to the City Attorney (subcontractor) for review - City Attorney reviews and approves and sends it back to the Director - Director sends a contract package to Julius - Julius then checks ADS to see if funding is available from the proper account - Director indicates which funds/acct line item for funding - Julius reviews funds/accounts/line items with Finance - Then it gets sent to Ron Brooks the City's Treasurer for approval - Julius may reach out to the City Attorney for any questions; he doesn't see the contract first - The City Attorney only keeps a copy of a contracts over \$100,000 - Last year the City paid approximately \$170,000 in fees to the City Attorney - Due diligence/evidence to show that the contract is in best interest of the City - Over \$1,000 requires three bids/vendors - Over \$10,000 requires approval by City Council (12 City Council members, elected board members) - Council approves - Upon appropriate approval, finance department then issues payment	Electronic Contracts management / review and approval	High

The following table identifies the functions, workflows, and requirements for the **Grants Division**:

Functions	Findings	Requested Capability	Priority
Grants	- Julius reviews and researches available grants - Directors of each department also search for available grants - Each department applies for grants every 2-3 weeks - Putting a package together to apply for a grant (writing grant requests) - When a grant is approved, the grant goes to the City Council to approve into the budget - The grant funds are deposited into the proper fund/account - Some grants come with stipulations; they require progress reports on how the funding is being spent - Julius needs to know when a grant is up for renewal,	Electronic grants management system / review and approval	High
		Activity tracking	High
		Tracking and Reporting of Grant funded activities	High
		Automatic alerts when grants nearing renewal	High

	and right now he keeps this information in an Excel spreadsheet; he would like automatic notices of when grants are up for renewal ▪ Not many grants currently require reporting, but more that require it will be coming ▪ Law states that copies of POs and invoices need to be kept for seven years ▪ One year's worth of POs and invoices are kept onsite, then moved to storage	Ability to generate automated reports and notifications (e.g., quarterly reports to grant provider)	High
		Electronic storage of POs and invoices	High

HUMAN RESOURCES DEPARTMENT

The Human Resources Department oversees all recruiting, hiring, and personnel matters for the City of Hyattsville.

The top applications used by the department are as follows:

- Microsoft Office Suite
- No other applications used by HR

The following table identifies the functions, workflows, and requirements for the **HR Department**:

Functions	Findings	Requested Capability	Priority
General HR Management	▪ Responsible for the overall function of the Human Resources for the City – Addresses all HR, Legal, and EEO issues – Policy and procedure development and implementation – Benefit and salary surveys – Position description development and review – Update to and administration of employee benefits – Administers conditions of employment through the Personnel Manual – Administers the review and disciplinary actions as required – Responsible for adherence to the City's Grievance Procedure	Where appropriate, institute electronic tracking of the noted findings	High
Hiring	▪ HR performs the following hiring functions: – Posts jobs – Performs background checks – Performs initial interview – Conducts new hire orientation – Completes all HR-related paperwork – Enters employee data into an MD state database	Human Resource Management: ▪ Electronic application tracking and management ▪ Recruitment ▪ Benefits administration ▪ Travel and expense ▪ Employee self-service portal	High

Skills and Certifications Annual Assessments and Payments	- Employees receive additional bonuses for holding certain skills and certifications, which is currently being tracked and managed via an Excel spreadsheet: - Languages skills (e.g., Spanish) - Certifications for various skills	HR database, track employee training and development (e.g., schedules, status, certifications)	High
Performance Review	- This activity is also tracked via Excel - Quarterly notices that are due for performance reviews (could be automated) - PCN - payroll change notice (paper document)	Provide automatic 30-day notice that an employee is due for a performance review	High
		HR database with employee records (e.g., hire dates, DOB, demographics, performance review dates, service awards)	High
		System to track performance evaluation	High
Reporting	- No automated or efficient reporting tools currently in use by HR - Reporting is carried out using Microsoft Office Suite and paper documents	Standard and custom reporting capabilities	High
		Well defined and granular job/labor codes to accurately track employee time	High
		Ability to implement volunteer work/labor code; employees may have admin time for volunteer work	High

COMMUNITY AND ECONOMIC DEVELOPMENT (CED) DEPARTMENT

The Community and Economic Development department helps facilitate the following:

- The City's economic development
- Acquisition and administration of grant funding
- Manages local community planning
- Reporting on development work in the area
- Collect and map local assets

The top applications used by the department are as follows:

- Comcate (SaaS) – Used for managing code compliance
- ESRI ArcGIS – Used to map the City's assets
- Duncan Solutions (SaaS) – Used for managing parking compliance
- Microsoft Office Suite

The following table identifies the divisions and their functions within the CED Department:

CED Divisions	Functions
Code Compliance	Enforces the City's codes
Parking Compliance	Enforces parking compliance
Geographic Information Systems (GIS)	Maps the City's assets digitally
Community Development	Manages the City's development projects

The following table identifies the functions, workflows, and requirements for the **Code Enforcement Division**:

Functions	Findings	Requested Capability	Priority
Code Compliance	- There are currently three inspectors that perform the following functions: - Multi-family home inspections (e.g., apartment buildings) - Home rentals inspections - Inspect property maintenance and upkeep (e.g., defects, high grass, trash) - Inspect for code compliance (fire and life safety, appliances, sanitary conditions, egress and emergency exits) - Inspect businesses for code compliance - The Comcate (SaaS) web-based application/database is used to manage code enforcement and business licenses: - The Comcate system has been in use for about four years; the City would like to explore additional features and capabilities that they may not be aware of and would like to receive additional training on the system - Inspectors in the field use iPad tablets to access the Comcate web portal; a standalone app is not in use - There are occasional issues with pulling up the correct property address within Comcate; this is an ongoing pain point; Comcate pulls the data from the county and state databases which are not always accurate - The Comcate application can be accessed by inspectors from a tablet or laptop in the field, but code compliance and inspection forms cannot be printed during the inspection; this is a capability the inspectors would like to have - Business Licenses: - Business licenses are issued for one year, annual application - The fee is based on the business size and application - An application for a business license is available for download from the City's website; a hardcopy of the application must be submitted along with a cash or check payment via mail or in person to the City government office; online application submission and CC payment is currently not available - An inspector performs the initial inspection using a paper form and a copy is provided to the business; the inspector then provides the paper form to another person in the department who inputs the same information into the Comcate application. - The inspectors would like the option to use an electronic form on a laptop or tablet to directly input	Accurate lookup of property addresses in the system used to track Code efforts.	High
		Accurate property information (current owner)	High
		Integration with Police Department CAD database for specific information. When the police department's issues a nuisance or similar violation, the violation can be automatically available to the Code team. The Code team can then review trend and historical data of violations.	Medium
		The Comcate system currently is not providing notifications of when a business or rental license is up for renewal. The Code team would like the ability for citizens to be able to quickly view their license status, apply for or renew licenses online, and be	High

	the information into the system in real-time and provide an electronic copy of the inspection form/report via email; a hardcopy would be optional. ▪ Inspect egress and fire suppression systems ▪ Trash on the property ▪ Permits – Applications for permits can be downloaded from the City’s website – Completed applications are delivered by mail or in person to the city office – The City issues permits for street access, driveway construction/street apron, public parking, tree removal, and residential parking – The city is currently evaluating “Four,” a point of sale payment solution for permits and registration fees ▪ Comcate system does not always pull up the correct address in the system (pulls the data from the county and state databases which are not always accurate). The Comcate system is supposed to pull property information from the county database; however, the information is not always in sync (e.g., outdated property owner information) ▪ The Comcate system is not being fully utilized, and there are features and modules not in use; the City may want to explore existing capacities and receive more training on the system ▪ An administrative team member enters in the completed paper inspection forms and code violation notices into the Comcate system; this staff member also is responsible for issuing the formal violation notices	able to accept credit card payments.	
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The following table identifies the functions, workflows, and requirements for the **Parking Compliance Division**:

Functions	Findings	Requested Capability	Priority
Parking Compliance	▪ The City uses hardware and software solutions provided by Duncan Solutions (DS) to manage/enforce parking compliance ▪ DS provides the hardware (e.g., parking meters, handheld devices used for ticketing) and software, and handles the collection of fees and fines ▪ The application is accessed via a Citrix application portal(SaaS) ▪ Autosite software on handheld devices used by parking aids to issue tickets ▪ There are currently two full-time and one part-time parking aids ▪ Duncan Solutions will soon phase out providing and supporting the parking meter hardware; the City is currently looking for other providers ▪ Duncan's processing and backend functions work well. There are challenges with the ease and speed of information exchange with the county court system and Duncan solutions	More efficient and automated process for processing tickets, changing parking fines, and suspending tickets (most of process is paper based)	Low

The following table identifies the functions, workflows, and requirements for the **Geographic Information Systems (GIS) Division**:

Functions	Findings	Requested Capability	Priority
Geographic Information Systems (GIS)	- The GIS team utilizes ESRI's ArcGIS platform to provide GIS related integration and services for the City - ArcGIS Online - ArcGIS on premise applications - Used to map the City's assets (e.g., buildings, parking meters, trees) - Map the City's development projects - Trending property tax values based on location - Receives data and information from other departments via Excel file and paper documents	Central data repository that the GIS team can access to collect data needed for GIS related efforts. Data is currently provided to the GIS team from various sources and formats by the departments	High

The following table identifies the functions, workflows, and requirements for the **Development Division**:

Functions	Current Process	Requested Capability	Priority
Development	- The Development team is responsible for the following functions: - Track property tax revenues - Track and manage the City's development projects such as commercial and residential development projects; this effort is currently managed primarily using paper documents, Excel spreadsheets, and other various file formats that are in project folders on a file server (paper documents are stored in file cabinets located the City government office) - The City tracks the following development project phases: - Site review – Receives and reviews site plans provided; site plans may require changes and amendments, both minor or major - Permit – Issues necessary permits - Construction – Tracks construction - The City manages on average tracks two live development projects each quarter - The City does not have an efficient process to track development projects - Current efforts are managed by tracking and reviewing paper documents, Excel spreadsheets and other electronic data stored on a file server - Development data is not well organized: - Project documents - Grant related documents	Tool to track all phases of a development project in a centralized application and database	High
		Ability to quickly see the chronology of site plans (see changes)	High
		An automated notification message sent to the City administrator and major when a new business is opened in the City	Medium
		Ability store and track all activities for a development project (e.g., meeting minutes, timestamp of activities)	High
		A central database that stores data valuable to the City (e.g., number of parking spaces, unit counts for multi-	High

	– Site plans – Presentations – County resolutions ▪ Prince George’s county has a development tracking system that tracks site plans and can see resolutions	family dwellings); ability to cross reference data and produce reporting	
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COMMUNITY SERVICES (CS) DEPARTMENT

The CS department provides the City’s youth programs, services for seniors and people with disabilities, volunteer opportunities, communications and community outreach, and video and cable programming.

The following table identifies the divisions and their functions within the department:

Community Services Divisions	Functions
Communications and Video	▪ Informs residents with information regarding the City’s governance, operations, and activities
Volunteer Services	▪ Provides volunteer opportunities with the City’s various needs
Senior/Disability Services	▪ Provides seniors with assistance to various resources
Youth Programs	▪ Organizes programs for the City’s children and teens
Celebrations and Events Planning	▪ Organizes events

The following table identifies the functions, workflows, and requirements for the **Communications and Video Division**:

Functions	Current Process	Requested Capability	Priority
Communications and Video	▪ This division maintains and administers the City’s public website ▪ The City’s website is hosted by CivicPlus ▪ The City’s outreach effort is carried out using various methods (e.g., events, website, video, social media, cable TV, city paper) ▪ The City has a cable channel, and the channel shows City Council meetings live and on replay ▪ This division provides video streaming services; a link is posted on the City’s website ▪ These efforts are not centrally tracked or managed; currently using Office suite and paper documents ▪ Lack of real-time visibility to each department’s budget	Real-time access and better visibility to each departments own budget	High
		Electronic procurement / purchasing system	High
		New system should allow revenues received from subsidized events to go back into the appropriate fund/line item	Medium
		Track resident participation in city activities and be able to cross reference that with other interactions with the city (frequent users of city services)	High
		Organizational Budgeting tool	High

The following table identifies the functions, workflows, and requirements for the **Volunteer Services Division**:

Functions	Current Process	Requested Capability	Priority
Volunteer Services	▪ The City reaches out to the community, primarily schools and universities for volunteers to assist with various needs related to city services ▪ Some past volunteer efforts include: – Mapping of city's assets (e.g. trees) – Conducting surveys for the City – Senior surveys, tabulating results ▪ Currently this effort is being managed using the Microsoft Office suite and paper documents. ▪ Need a system to manage and track volunteer efforts ▪ Typed up summary reports of volunteer efforts are shared with other departments on average 2-3 times per month ▪ The City's volunteer program saves the City money by offsetting burden or work to paid staff	A system to be able to centrally manage and track the City's volunteer efforts. Track volunteer hours	High

The following table identifies the functions, workflows, and requirements for the **Senior/Disability Services Division**:

Functions	Findings	Requested Capability	Priority
Senior / Disability Services	▪ This division provides assistance to seniors and people with disabilities ▪ The City provides bus services for seniors ▪ Refer people to appropriate resources for various assistance: – Medical resources – Housing resources ▪ This division coordinates and organizes activities for seniors: – Ageless grace program for seniors every Wednesday and Fridays – Movie nights ▪ The costs for some programs and events are subsidized by the City (For example, if the department organized a movie night for seniors and the theater charges \$10 per ticket, the City will prepay for the tickets at \$10 per ticket. The cost for the tickets will then be deducted from the appropriate fund/line item. The department will later recoup 50% of the cost by charging the attendees the subsidized price of \$5 dollars per ticket. However the money recouped from the subsidized ticket sales is not added back to the same fund/line item. It is recorded and placed back in the City's general fund. So the actual cost of the event is not accurately reflected in the fund/line item.)	Real-time access and better visibility to each departments own budget	High
		Online reservation system for bus services for seniors	Medium
		Ability to centrally access and manage emergency contact information for seniors	High
		A system that can provide automated notifications and reports	High
		Electronic procurement / purchasing system	High

	▪ Spending for unrelated items is sometimes lumped together under the same category or line item ▪ Grant money received for the City's various departments and programs is sometimes not communicated to the department heads or staff members, so the departments are sometimes not aware these funds are available; department heads and staff members do not have adequately visibility to their budget and funds/line items	Revenues received from subsidized events go back into the appropriate fund/line item	Medium
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The following table identifies the functions, workflows, and requirements for the **Youth Programs Division**:

Functions	Findings	Requested Capability	Priority
Youth Programs	▪ This division provides the City with youth-based programs and services, such as registrations for camp programs ▪ People can register for the camp programs from the City's website by filling out a web based form; the completed form is then emailed to a staff member ▪ Registration payments are handled by a third party, CivicPlus ▪ A \$2 transaction fee is added by CivicPlus for online credit card transactions; it is currently difficult to track the online payment transactions with the correct registrant ▪ Sometimes it is difficult to verify payment (e.g., CivicPlus system indicates payment was received for a registrant but the City cannot verify via their own tracking methods)	Central database to track activities	High
		Standard and custom reporting	High

The following table identifies the functions, workflows, and requirements for the **Celebrations and Events Division**:

Functions	Current Process	Requested Capability	Priority
Recreation and Events Planning	▪ Organizes year round events for the City – Festivals – Holiday celebrations – Special events ▪ Tracking and management of these activities are mainly done via excel spreadsheets and paper documents. ▪ Event schedules and details are posted on the City's website – Registration forms are available for download	Central database to track activities	High
		Standard and custom reporting	High

PUBLIC WORKS DEPARTMENT

The Department of Public Works (DPW) provides a wide range of services for the City.

- Solid Waste Management
- Maintenance Operations
- Park and Tree Maintenance

The top applications used by the department are as follows:

- FacilityDude (i.e., used for scheduling, in-house repairs, work request ticketing system)
- Dossier Fleet Management (i.e., used to track preventive maintenance requests, inventory, repairs)
- Time Guardian (i.e., time guard - biometric time, leave sheets, overtime sheets, every other Monday data from time guard is exported to Excel)
- IPCS (i.e., used to weigh salt; scale system)
- TRAXpro (i.e., traffic analysis/counter system, information given to council, reports created using Crystal Reports)
- Microsoft Office Suite

The following table identifies the divisions and their functions within the department:

Public Works Divisions	Functions
Street Maintenance	▪ Maintains the City's roads
Vehicle fleet maintenance	▪ Maintains the City's vehicle fleet
Buildings and grounds maintenance	▪ Maintains the City's buildings and grounds upkeep
Park and Tree Management	▪ Green space maintenance
Solid Waste Management	▪ Trash pick-up services

The following table identifies the functions, workflows, and requirements for the **Street Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Street Maintenance	▪ The City monitors and maintains the City's roads and sidewalks (e.g., pothole repair, snow removal, leaf collection, road signs, lights, and general upkeep); this effort is managed and tracked using the FacilityDude work order management system ▪ The majority of the City's public lights are maintained by Pepco, but some are maintained by the City ▪ Citizens can report potholes and outages of lights by contacting the City by phone ▪ The City will create a work order in the FacilityDude software and assign it to the appropriate resource for street maintenance related requests ▪ An administrative staff member checks the previous day's voice messages for any complaints, requests, and reports for items (e.g., missed trash pickup, large item pick-up, bulk trash, fallen tree) ▪ Street access permits are requested by downloading an application from the City's website; a signed hardcopy of the application is then mailed or delivered to the City clerk's office with payment – Type of permits (Street access, Street closure, driveway construction, tree removal)	Ability to apply and make payments for permits electronically	High
		Automated phone operator with FAQ information for citizens	Low
		Centralized work order / ticketing system	High

The following table identifies the functions, workflows, and requirements for the **Vehicle Fleet Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Vehicle Fleet Maintenance	- The City has a fleet of approximately 15 vehicles used for various city services: – Trash trucks – Pick-up trucks – Snow removal vehicles – Construction vehicles – Cars - The City maintains their vehicles at the public works facility; this is where maintenance and repair work are performed - The City uses a software solution called Dossier Fleet Management for inventory management, tracking and creating work orders for repairs; the software is installed on premise	Central work order / ticketing system with access from mobile devices; update and track work in real-time	High
		Streamline process for receiving repair request, order required parts, schedule labor, and complete repair	High
		Automatically notify the internal customer of maintenance and repair status from the ticketing system	Medium
		Track parts orders and expected delivery dates	High

The following table identifies the functions, workflows, and requirements for the **Buildings and Grounds Maintenance Division**:

Functions	Findings	Requested Capability	Priority
Buildings and Grounds Maintenance	- The City maintains 4 buildings and the upkeep of the surrounding grounds - Monthly checks of the buildings are performed - The City uses a SaaS solution called FacilityDude to track and manage maintenance work for buildings and grounds and the City's streets - Work orders are created in FacilityDude to track and manage maintenance work - Currently to check on the status of a permit, the City has to manually retrieve from filed paper documents and via other manual methods	Electronic access to permits information	High

The following table identifies the functions, workflows, and requirements for the **Park and Tree Management Division**:

Functions	Findings	Requested Capability	Priority
Park and Tree Management	- Responsible for the maintenance and upkeep of the City's parks (e.g., ballparks, playgrounds) and greenery (e.g., trees, plants, flowers, grass). - Routinely out in the field to inspect and look	A database or solution that can inventory and store information of the City's greenery assets	High

	for issues; any issues are written down on a notepad or noted on a mobile phone, and when returning to the office, the same information is recorded onto an Excel spreadsheet - As with other departments, tracking is mainly done via Excel spreadsheets and paper documents (e.g., tree permits log, tree inventory) - ArcGIS software is used to map the City's trees on a digital map; information about a tree can be entered into the system; the system is currently not capable of storing historical information for a tree; if new data for a tree is entered into the system using an electronic form, the old data is overwritten - Major issues or complaints regarding greener are also entered into the FacilityDude application for tracking	Central work order / ticketing system with access from mobile devices, update and track work order and projects in real-time	High
		Ability to access historical data of greenery assets (e.g. a tree has consistent failures over time, information to determine if tree needs to be removed)	High
		Electronic access to permits (tree permits); centrally stored and online access to permits	High

The following table identifies the functions, workflows, and requirements for the **Solid Waste Division**:

Functions	Findings	Requested Capability	Priority
Solid Waste Management	- Responsible for the City's waste removal: - Trash and yard wastes, leaf pickup - Large trash and furniture pickup - Hazardous materials and e-recyclables drop off services - Normal trash pickup services are done weekly - Other pickup services are performed ad hoc	TBD	TBD

POLICE DEPARTMENT

The City's police department (PD) has approximately 43 sworn officers and 12 civilian employees. The City's police department operates mostly independently from the City government. The PD's IT infrastructure is separate from the City government's IT infrastructure. The only major function that the PD relies on the City government for is its accounting services.

The top applications used by the department are as follows:

- ADS ProFund 3.04
- Microsoft Office Suite

The following table identifies the functions, workflows, and requirements for the **Police Department**:

Functions	Findings	Requested Capability	Priority
Police Department	- The PD maintains their own IT infrastructure (e.g., networking, servers, workstations, applications, support) - The PD utilizes the City's accounting services	Access to data from the code	Medium

	▪ The PD uses an internally-developed time entry system; time information is then exported and provided to the City's finance department for payroll ▪ The PD uses a sophisticated computer-aided dispatch system: – SQL backend – Dispatch functions – Mobile CAD client – Electronic police report ▪ The PD uses an internally developed web based employee portal: – Stores the employee manual – PD General Orders (Similar to SOPs) – Officers can read the orders online and acknowledge electronically that they read the information ▪ The City's PD will soon transition and be integrated to Prince George's County's CAD system; the existing CAD system will become obsolete ▪ A vehicle maintenance officer manages the maintenance of the police vehicles: – Approves and track work and repairs – Maintains maintenance records – Tracks issuing of vehicles ▪ The PD currently tracks and manages the maintenance of the police vehicle fleet using Excel spreadsheets; the police vehicles are not maintained by the City, the maintenance is outsourced ▪ Video data from police vehicles and officer body cams are uploaded to a server ▪ A designated staff member handles payment for tickets and provides copies of police reports when requested; if an officer writes a parking ticket, it is hand-delivered to the City government office (code, clerk) ▪ As with all other departments, a designated staff member enters in the PD's account payables directly into the ADS system	department (i.e., officers need information regarding properties such as address, last known owner, occupancy status, business license status, occupancy permit)	
		Citywide asset tracking and management system (e.g., issued equipment for officers)	High
		Citywide vehicle fleet maintenance system	High

ERP SOLUTION SUPPORT AND TRAINING

Include application support and training as applicable based on your solution.

PROPOSAL REQUIREMENTS

All proposals should be prepared concisely and in a logical order that addresses all the stated requirements. Additionally, include the following:

1. Understanding of Requirements
2. Technical Solution and Approach
3. Staffing Approach and Qualifications
 - a. Three references of similar size and scope
4. Firm Experience and Capabilities
 - a. Key resumes/bios
5. Proposed Timeline
6. Pricing

COMPENSATION FOR SERVICES (FEE)

The City intends to enter into a professional services contract(s) for the proposed project term. Compensation for the services rendered, will be based upon a contract and is not to exceed fees provided in the response to this proposal.

EVALUATION CRITERIA AND SELECTION PROCEDURES

The RFPs will be publicly opened and read at 10:00 AM on **Thursday, July 28, 2016** in the Prangley Room of the **City of Hyattsville's Municipal Building, 4310 Gallatin Street, Hyattsville, Maryland.**

Proposals from all Vendors meeting the minimum qualifications detailed in this solicitation will be reviewed and evaluated. The Vendors best meeting the experience and approach will then be selected for interviews.

The City reserves the right to reject any and all RFP submissions and further reserves the right to re-issue the RFP.

For our evaluation criteria, see Attachment A.

GENERAL CONDITIONS FOR PROPOSALS

Failure to read the RFP and comply with its instructions will be at the Vendor's own risk. Corrections and/or modifications received after the closing time specified in this RFP will not be accepted. The proposal must be signed by a designated representative or officer authorized to bind the Vendor contractually. Submission of a signed proposal to the City will be interpreted to indicate the Vendor's willingness to comply with all terms and conditions set forth the herein.

SUBMISSION OF QUALIFICATIONS

The RFP responses will be received by the City Clerk, no later than **4:00 PM, Wednesday, July 27, 2016**, and shall be mailed or hand delivered to:

**The City of Hyattsville
4310 Gallatin Street
Hyattsville, Maryland 20781
Attn: Laura Reams, City Clerk**

For additional information regarding the services specified in this request for qualifications, contact Jim Chandler, Assistant City Administration in writing by email at jchandler@hyattsville.org. Questions specific to this solicitation will be accepted until **5:00 PM on Monday, July 11, 2016**.

TECHNICAL BID SECTION

A Vendor responding to this Request for Proposal (RFP) for “ERP Solution” must submit a technical proposal prepared in accordance with the guidelines stated in the RFP. Failure to comply with these requirements will result in a disqualification of the application. The City will base the selection of developers on documentation submitted in the technical proposal.

Applicants must submit **seven total copies of their bid. These copies must adhere to the following format: five (5) bound, one (1) unbound and one (1) digital pdf copy of the proposal on thumb drive.** Each Vendor will be evaluated, rated and/or ranked, based on information provided in their proposal.

PRICE TO REMAIN VALID

Any costs proffered with a proposal must be valid for a period of **90 days** from the due date of the proposal once the Vendor is picked.

AMENDMENT OR CANCELLATION OF THE RFP

The City of Hyattsville reserves the right to cancel, amend, modify, or otherwise change this application process at any time if it deems to be in the best interest of the City of Hyattsville to do so.

PROPOSAL MODIFICATIONS

No additions or changes to any proposal will be allowed after the application due date, unless such modification is specifically requested by the City of Hyattsville. The City, at its option, may seek retraction and/or clarification by an applicant regarding any discrepancy or contradiction found during its review of applications.

SUSPENSION AND/OR DEBARMENT

Developers, Contractors, Companies, Vendors, or Sub-Contractors which are either suspended or debarred from performing work by the State of Maryland or within Prince George's County, Maryland are prohibited from submitting an application under this Program. A Vendor that submits a proposal that is found to have been suspended and/or debarred from conducting business within Prince George's County, Maryland, such Vendor will be reported to the State's Attorney General and Comptroller's Office.

PRESENTATION OF SUPPORTING EVIDENCE

Vendors responding to this solicitation must be prepared to provide substantiation of any experience, performance, ability and/or financial sureties claimed in their proposal that the City of Hyattsville deems to be necessary or appropriate.

ERRONEOUS DISBURSEMENT OF FUNDS

The City of Hyattsville reserves the right to correct any inaccurate awards of monies under this Program made to an applicant. This may include, in extreme circumstances, revoking an award of funds made under this program to an applicant subsequently awarding those funds to another applicant.

PROPOSAL PREPARATION COSTS

Vendors are responsible for all costs and expenses incurred in the preparation of a proposal to respond to this solicitation.

THIS SOLICITATION IS NOT A CONTRACT

This solicitation is not a contract and will not be interpreted as such.

SUB-CONTRACTORS

The Vendor submitting a proposal certifies and warrants that all payments of fees charged by any sub-contractors pursuant to that contract are the sole responsibility of the Vendor.

LEGAL TERMS

It is the policy of the City of Hyattsville that all legal disputes are heard in a court of law in Prince George's County, Maryland, and that each party is responsible to pay for the cost of their own legal fees.

The City of Hyattsville will not agree to terms that are not consistent with this policy.

END OF RFP

ATTACHMENT (A) ERP SOLUTION PROPOSAL SCORE CARD

Vendor:		Possible Score	Assigned Score
Reviewer:			
A	Understanding of Requirements	0 – 10	
B	Technical Solution and Approach	0 – 40	
C	Staffing Approach and Qualifications	0 – 15	
D	Firm Experience and Capabilities	0 – 15	
E	Pricing	0 – 20	
Total Score		0 - 100	
Comments from Reviewer:			

ATTACHMENT (B) SAMPLE CONTRACT FORM – CITY OF HYATTSVILLE

AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2016, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and _____, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the renovation and addition of 3505 Hamilton Street hereafter named the “Project”.

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this contract the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response the City’s written Request for Qualifications, all of Contractor’s bid responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the drawing for the Project and related documents, as well as all other work as reasonably required by the City. The Project will include for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the various projects throughout the City.

ARTICLE- II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE- III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows:

The unit price for each of the components of this project, for planning, design, cost estimating, surveying, preparation of construction documents, reproduction cost, bidding, bid evaluation, construction administration, final inspection, and project acceptance of the various projects throughout the City. Invoices will be provided on a regular basis and will be submitted within the first five business days of the following month. The invoice will list the cost of each installed component, or part of installed component, by quantity installed by unit price, with totals for each component and a grand total.

ARTICLE- IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. Where there is a conflict between any of the contract documents and this Agreement, the language of this Agreement shall govern. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

A. Contractors Proposal

ARTICLE- V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.

- A. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.
- B. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.
- C. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE- VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE- VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

ARTICLE- VIII. OWNERSHIP OF DOCUMENTS

City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to

City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

A. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE- IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and such dispute resolution shall not be considered a Change pursuant to this contract unless the dispute resolution modifies either the services rendered or the total fee for services as provided herein.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE- X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the 99

termination and for reasonable reimbursable expenses properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

ARTICLE- XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE- XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE- XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE- XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully

and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and Restoration bonds, acceptable to the City prior to commencing any public works construction project.

ARTICLE- XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in 102

defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE- XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE- XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE- XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE- XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. 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.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

CONTRACTOR By: _____

THE MAYOR AND CITY COUNCIL OF HYATTSVILLE

By: _____

SAMPLE CONTRACT FORM – CITY OF HYATTSVILLE

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2011, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and _____, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding new office space in the Municipal Building (hereinafter, the “Project”).

WHEREAS, the Contractor and the City pursuant to that authorization are entering into this Agreement for the above Project pursuant to a response to a site visit, architectural drawings and the City’s oral Request for Proposal (hereinafter, the “RFP”), all of Contractor’s bid responses which are hereby incorporated herein, in exchange for a fee schedule as bid and other valuable consideration.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein and other good and valuable consideration, the sufficiency of which is hereby mutually acknowledged, the City and Contractor agree as follows:

ARTICLE I. SCOPE OF SERVICES

The Project shall include all work outlined in the recitals above, in the drawing for the Project and related documents, as well as all other work as reasonably required by the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of the Contract and shall perform all other services required by this Agreement or by the City as expeditiously as is consistent with good professional skill and best industry practice. Time is critical factor in the successful execution of the terms of this Agreement.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services the Contractor will receive a fee as follows: \$X,XXX.XX

ARTICLE IV. THE CONTRACT DOCUMENTS

This Agreement and the following enumerated documents form the entire Contract between the parties. The documents identified below are as fully a part of the Contract as if hereto attached. They constitute the entire understanding of the parties and supersede any prior proposals or agreements:

- A. Architectural Drawing
- B. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services.
- C. Contractor's Response

ARTICLE V. CONTRACTOR SERVICES

As directed by the City, Contractor shall:

- A. Be responsible for the preparation, technical completeness and sufficiency of all submitted proposals.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, The City of Hyattsville Specifications and Standards for Public Works Construction, when applicable, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.
- D. Be responsible directly to the City Administrator or their designee, who is the City's agent and duly authorized representative to whom Contractor shall ordinarily direct communication and submit documents for approval and from whom Contractor shall receive directions concerning the subject of this Agreement and approval of any documents in writing. Any revisions requiring additional compensation to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.
- E. Prior to final payment to a contractor or a subcontractor, arrange for a final inspection by the City and review all outstanding claims which have not been settled during the construction phase of the Project contemplated by this Agreement and prepare a written report outlining the background and status of such claims and making recommendations as to the ultimate disposition of such outstanding claims.

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide information regarding its requirements, including related budgetary information. However, the Contractor shall notify the City in writing of any information or requirements provided by the City, which the Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Contract in such manner and at such times so that City and/or any contractor who has work to perform, or contracts to execute, can do so without unreasonable delay. Contractor further agrees to coordinate its work under this Agreement with any and all other contractors deemed necessary by the City.

ARTICLE VIII. OWNERSHIP OF DOCUMENTS

A. City shall have unlimited rights in the ownership of all drawings, designs, specifications, notes and other work developed in the performance of the Agreement, including the right to use same on any other City Project without additional cost to City, and with respect thereto Contractor agrees to and does hereby grant to City an exclusive royalty-free license to all data which he or she may cover by copyright and to all designs as to which he or she may assert any rights or establish any claim under the patent or copyright laws. The City's rights in ownership of documents under this Article shall include any and all electronic files generated by Contractor in the performance of its duties pursuant to this Agreement.

B. In the case of future reuse of the documents, City reserves the right to negotiate with Contractor for the acceptance of any professional liability.

ARTICLE IX. SPECIAL PROVISIONS

A. Contractor may not assign or transfer any interest in this Agreement except with City's written approval.

B. City may waive specific minor provisions of the Agreement on Contractor's request in the interest of expediting the contract. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the contract documents, the City Administrator, shall decide all disputes after consultation with Contractor, and any other appropriate parties. The City Administrator's decision shall be reduced to writing and delivered to Contractor and shall be co-signed by the City Treasurer, or in his or her absence, by the Mayor.

D. The City Administrator's decision shall be final and conclusive.

E. Until a dispute is finally resolved, Contractor shall proceed to meet the terms of this Agreement and comply with City Administrator's orders.

F. Contractor shall not hire or pay any employee of the City or any department, commission agency or branch thereof.

ARTICLE X. TERMINATION

A. This Agreement may be terminated by the City at the City's convenience upon not less than thirty (30) days written notice to the Contractor.

B. In the event of termination, which is not the fault of Contractor, the City shall pay to Contractor the compensation properly due for services properly performed or goods properly delivered prior to the effective date of the termination and for reasonable reimbursable expenses

properly incurred prior to the termination. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

C. In the event the Contractor, through any cause fails to perform any of the terms, covenants, or provisions of this Agreement on his part to be performed, or if Contractor for any cause, fails to make progress in work hereunder in a reasonable manner, or if the conduct of Contractor impairs or prejudices the interest of the City, or if Contractor violates any of the terms, covenants, or provisions of this Agreement, the City shall have the right to terminate this Agreement for cause by giving notice in writing of the termination and date of such termination to Contractor. The City shall have the sole discretion to permit the Contractor to remedy the cause of the contemplated termination without waiving the City's right to terminate the Agreement. All drawings, specifications, electronic files and other documents relating to the design of the good, scope of the service or supervision of work, not in the public domain, shall be surrendered forthwith by Contractor to the City as required by the City. The City may take over work to be done under this Agreement and prosecute the work to completion, or procure the good or service, by contract or otherwise, and Contractor shall be liable to the City for all reasonable cost in excess of what the City would have paid the Contractor had there been no termination. The City shall not be liable for any damages, overhead costs or equitable adjustments in the event of such termination.

ARTICLE XI. APPLICABLE LAW

The laws of the State of Maryland, excluding conflicts of law rules, shall govern this Agreement as if this Agreement were made and performed entirely within the State of Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of the

breach or alleged breach hereof shall be brought exclusively in the courts of the State of Maryland in Prince George's County, and the parties expressly consent to the jurisdiction thereof and waive any right which they have or may have to bring such elsewhere.

ARTICLE XII. CHANGES

A. The City Administrator may, at any time, by written order designated or indicated to be a change order, make any change in the work within the general scope of this Agreement, provided any change is co-signed by the City Treasurer, or in his or her absence, the Mayor.

B. Any other written order from City, which causes any change, shall be treated as a change order under this clause, provided that Contractor gives City written notice stating the date, circumstance, and source of the order and the City consents to regard the order as a change order.

C. Except as herein provided, no order, statement, or conduct of the City shall be treated as a change under this clause or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this clause causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, whether or not changed by any order, an equitable adjustment shall be made and the Agreement modified in writing accordingly. If Contractor intends to assert a claim for an equitable adjustment under this clause, Contractor shall, within thirty (30) days after receipt of a written change order under (A) above, or the furnishing of written notice under (B) above, submit to the City Administrator a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the City Administrator. The statement of claim hereunder may be included in the notice under (B) above.

E. The amount of any adjustment to the contract sum under this clause shall be a negotiated fixed fee.

F. No claim by Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement or if made later than thirty (30) days after receipt as required herein.

ARTICLE XIII. SUCCESSORS AND ASSIGNS

The parties each binds itself, its partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither party shall assign, sublet or transfer his interest, including but not limited to the proceeds thereof, in this Agreement, without the written consent of the other party.

ARTICLE XIV. INSURANCE

A. All Contractors shall obtain and maintain liability insurance coverage. The Contractor shall, within ten (10) days of the execution of this Agreement, file with the City Administrator, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to the City showing issuance of liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) coverage with a deductible no greater than Ten Thousand Dollars (\$10,000.00). Contractor shall be fully and completely responsible to pay the deductible. Unless waived in writing by the City, the Certificate shall bear an endorsement in words exactly as follows:

The insurance company certifies that the insurance covered by this certificate has been endorsed as follows: "The insurance company

agrees that the coverage shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty days after notice to: City Administrator, 4310 Gallatin Street, Hyattsville, Maryland 20781 (City's Representative)."

B. In addition, Contractor shall, throughout the term of this Agreement, maintain comprehensive general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to final Agreement approval:

1. Personal injury liability insurance with a limit of \$1,000,000.00 for each occurrence and \$1,000,000.00 aggregate, where insurance aggregates apply; and
2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$5,000,000.00 aggregate, where aggregates apply.

C. Comprehensive general liability insurance shall include completed operations and contractual liability coverage. The Certificates of Insurance evidencing this insurance shall provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in coverage.

D. Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation insurance and shall submit an insurance certificate as proof of coverage prior to beginning work under this Agreement.

E. Contractor shall obtain both performance and Restoration bonds, acceptable to the City prior to commencing any public works construction project.

ARTICLE XV. INDEMNIFICATION

Contractor hereby acknowledges and agrees that it shall be responsible for and indemnify, defend, and hold the City harmless against any claim for loss, personal injury and/or damage that may be suffered as a result of their own negligence or willful misconduct in the

performance of the services herein contracted for or for any failure to perform the obligations of this Agreement, including, but not limited to, attorneys fees and any other costs incurred by the City, in defending any such claim. Contractor further agrees to notify the City in writing within ten (10) days of receipt of any claim or notice of claim made by third parties against the Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Contract. Contractor shall provide the City copies of all claims, notice of claims and all pleadings as the matter progresses. This Article shall survive termination of the Contract.

ARTICLE XVI. ADA COMPLIANCE

In performance of this Agreement for public works construction projects, or where there is an ADA component involved, the Contractor acknowledges that it is acting on behalf of the City and warrants to the best of its professional information, knowledge, and belief that its design, product or completed infrastructure, will conform to, and comply with, the applicable provisions of the Americans with Disabilities Act. The Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that the Contractor's has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

The Contractor and the individual executing this Agreement on the Contractor's behalf warrants it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for it, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other

than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Agreement.

ARTICLE XVIII. SET-OFF

In the event that the Contractor shall owe an obligation of any type whatsoever to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to the Contractor for the provision of Construction, Goods or Services covered by the terms of this Agreement.

ARTICLE XIX. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to the goods or services provided to the City available to the City upon request and to maintain those records for six (6) years following the date of substantial completion of this Agreement; or a longer period, if reasonably requested by the City.

B. 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.

C. The person executing this Agreement on behalf of the Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of the Contractor.

D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement

or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. This Agreement is entered into as of the day and year first written above.

E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor.

F. The recitals above are hereby incorporated into this Agreement.

CONTRACTOR

By: _____

THE MAYOR AND CITY COUNCIL OF
HYATTSVILLE

By: _____

July 12, 2016

RFP#CED06092016



City of Hyattsville – RFP Amendment #1



Request for Proposal

Enterprise Resource
Planning (ERP) Solution

Questions and Answers

City of Hyattsville

4310 Gallatin Street
Hyattsville, MD 20781

The following are formal responses to questions submitted regarding RFP#CED06092016. The responses are limited to addressing questions that the City believes are relevant to the solicitation, are not addressed in the RFP document and may substantially impact the details of respective responses:

1. The offeror is located in another state but we have employees registered in the state of Maryland. How does this effect the eligibility of offeror's proposal by having our employees registered in the State of Maryland?
 - a. The City does not have any restrictions regarding the state(s) the offeror's employees are located in for this RFP. It is the City's preference to work with an offeror that is local.
2. Are there any outliers preventing an offeror from this proposal if the offeror is located in a different state?
 - a. The City does not have any restrictions regarding the state(s) the offeror's employees are located in for this RFP. It is the City's preference to work with an offeror that is local.
3. Do we need to replace the check-printing module in ADS ProFund software or integrate it with the proposed ERP system? (Page 6)
 - a. It is the City's desire to replace the ADS ProFund software with a new ERP solution. However, if the new market software is limited in providing solutions to our aggregate needs, we would be open to an integration of the ERP system and our current system.
4. Do we need to replace the cash tracker module in ADS ProFund software or integrate it with the proposed ERP? (Page 7)
 - a. It is the City's desire to replace the ADS ProFund software with a new ERP solution. However, if the new market software is limited in providing solutions to our aggregate needs, we would be open to an integration of the ERP system and our current system.
5. Who approves the grants?
 - a. The City applies for various grants and if a grant is approved by the "grantor", the grant goes to the City Council to approve into the budget.

6. What reports related to grants are needed for the users?
 - a. Please refer to page 8 of the RFP. Some grants require providing the "grantor" progress reports on how the funds are being used. In addition, the City would like the ability to track and report on grant funded activities using the ERP solution.
7. What is meant by benefits administration? Please explain the process. (Page 9)
 - a. It is the City's desire that the ERP solution include HR benefits administration capabilities (e.g. health plans, savings plans)
8. Does this document management solution (DMS) solution need to be FINRA compliant?
 - a. To the best of our knowledge, the DMS does not need to be FINRA compliant
9. Does the police department need a dispatch system?
 - a. Please see (page 20) of the RFP. The City's police department currently uses its own computer aided dispatch (CAD) system but will soon transition to the Prince George's County's CAD system. If feasible, integration between the ERP system and the City's PD CAD system would be setup with the PG County's CAD system.
10. Does video data from officers need storage and access?
 - a. The City's PD video data is currently stored and accessed.
11. What are the different parameters in the phases of projects that you track?
 - a. Project submission, unit counts, existing and proposed zoning, FAR, economic impacts, development review schedule, City Planning Committee Review, City Council review.
12. Does existing data from CED need migration?
 - a. Yes, the City will work with the offeror to identify the data that will need to be migrated into the ERP solution.
13. Sample license/permit application?
 - a. The City has included sample forms as separate Amendments.

14. Sample inspection forms for different code compliance and assets?
 - a. The City has included sample forms as separate Amendments.
15. Are vendors required to be present for public opening of RFP's?
 - a. No they are not required for RFP's. At times some vendors do show to see how many vendors responded to the request.
16. If selected for interview, is an in-person interview required or can it be via telephone or electronic communication (Skype)?
 - a. It is the city's strong preference that the offeror attend meetings in person.
17. Can offshore development resources be utilized?
 - a. It is the city's preference that services be performed within the U.S.
18. On page 3, in the scope, it reads: The City seeks a comprehensive Enterprise Resource Planning (ERP) solution and/or supporting integrated systems that best meet the City's needs outlined in this section. Can we assume that the scope of the response should include a software recommendation and license purchase, installation and implementation?
 - a. Yes, the city is seeking a comprehensive proposal for a "turnkey" solution.
19. Approximately how many software licenses does the city need?
 - a. The city has approximately 100 employees amongst 8 departments, please refer to (page 1) for the breakdown of employees by department. The licensing model should be easily scalable.
20. We understand and assume that the initial phases of this project would be performed on site. Where applicable, will off-site work such as development and support be acceptable. If that is the case will off-shore development and support be acceptable?
 - a. It is the city's preference that services be performed within the U.S.
21. Has an ERP Software selection already been made?
 - a. The City does not have a software solution selected at this time

22. Is the city seeking a proposal only for services and will not include hardware and software licenses?
- a. The City is seeking a comprehensive proposal for a "turnkey" solution.
23. Has the city made a decision on the use of "Four" as a payment gateway for permits and registrations and if so, will this require an interface to ERP?
- a. No decision has been made, we are currently testing a POS credit card payment solution.
24. The Parking compliance is managed by Duncan. Additional details on the complexity of this interface (information to be updated in ERP etc.) will be helpful.
- a. Duncan Solutions operates a cloud based Citrix solution. The City is scheduled to transition to another cloud based vendor for citation issuance, but will retain Duncan Solutions for parking ticket management & collections.
25. Can the solution delivery be done onsite and offshore? This will help reduce the cost.
- a. It is the City's preference that services be performed within the U.S.
26. Does the City value the use of Veterans being part of the project team?
- a. The involvement of Veterans is not a criteria for our solicitation & procurement methodology
27. Does the city have a budget and time constraints for completing this project and can that be shared?
- a. The project budget has not been defined.
28. For the HR portion of the scope, does the city have a preference of software like SAP ESS (Employee Self Service Portal) or Success factors (cloud based?)
- a. It is the City's preference to minimize the amount of hardware and infrastructure on premise for the ERP solution.
29. Does the city want to implement digital signatures for documents? In which case a 3rd party bolt on like Adobe may be needed.
- a. Yes electronic approval and signing of documents using digital signatures is a desired capability.

30. Does the city have a preference on a document management solution? Can we propose SAP integrated 3rd party tools like “open text” which would be a better fit?
- a. The City does not have a preferred document management solution at this time.
31. What/Who is Julius? Page 8, contracts and grants
- a. Julius refers to the city’s procurement officer
32. Do you use any automated resume search engines like Monster or Bullhorn?
- a. Yes, but on a targeted, industry specific basis.
33. Please describe current performance review process.
- a. Manual process with a pre-set form which evaluates on a four tier score (Outstanding, Satisfactory, Needs Improvement, Unacceptable).
34. Since Comcate is the business application, other than bringing in data from the PD CAD system, what other functionality would the ERP system be required to do? It appears that Comcate is the system that needs to expand/upgrade/improve.
- a. Ability to export to GIS ESRI system for cross sectional data mapping with crime and parking violation data.
35. Are you looking for a time clock system (punch clock) or a system where staff use a web portal/mobile device to enter time, or both?
- a. It is the City's desire to have a single centralized time entry system via a web portal/mobile device. The time clock (punch clock) system is only necessary for a subset of employees in the Department of Public Works (DPW) division.
36. Are you planning on migrating to Office365? If not, would you consider it? We are proposing SharePoint (for the document management) and the licensing can be discounted if migrating to O365.
- a. The city is currently utilizing Office 365 services for email.
37. Cashiering – do you have a preferred credit card gateway/merchant?
- a. No we do not. There are two merchants being used for different financial activity.

38. Will these 43 officers and 12 civilian staff utilize the time system of the City of Hyattsville, or will they continue to use their internally developed time system, or will we bring the data over from their system into the new ERP system?
- It is the City's desire to have a single centralized time entry system. Data from the PD's time system is manually entered into the city's payroll system each pay period.
39. Whether companies from Outside USA can apply for this? (like, from India or Canada)
- It is the city's strong preference that the offeror be local and the work be performed within the United States
40. Whether we need to come over there for meetings?
- It is the city's strong preference that the offeror attend meetings in person.
41. Can we perform the tasks (related to RFP) outside USA? (like, from India or Canada)
- It is the city's preference that services be performed within the U.S.
42. Can we submit the proposals via email?
- The city requests that hardcopy submissions be provided in addition to any email submissions.

Time Clock

- Are we integrating this with the ERP?
 - Yes, not a requirement, but unless it is directly integrated, I don't know how else we have a time system that automatically resources time.
- What information is tracked? Who uses it? How is it licensed currently? Also, what additional features are required?
 - Admin and Police use Microsoft Excel, DPW is on a punch-clock system and I will get the vendor info
 - Categories of work are a requirement and will be based on individual department & job function, preferably with a drop-down menu Example: Parking Aide, Categories: Ticket Writing, Court, Meter Repair, Other.

- i. Does it need to be available in multiple locations?
 - 1. Yes, preferably on laptops, smartphones and a central terminal location(s) for DPW staff.

Code Compliance

- 3. Describe process? Who needs access/how many
 - a. How is the current system being used?
 - i. Comcate is the current system being used with five (5) users. This is Code Compliance under the department of Community & Economic Development and responsible for property maintenance and licensing businesses, single-family and multi-family rentals. We will likely continue utilizing Comcate and will export to an ERP.
 - b. How many users? (Police or Building regs compliance or something else entirely)
 - i. We would prefer one rental form that captures both single-family rentals and multi-family rentals and categories specific to each rental type.

Parking Compliance

- 4. Who needs access/how many people?
 - a. How does the integration work? Summary Transaction vs. Detailed Transactions required? Currently Cloudbased?
 - i. We currently utilize Duncan Solutions, a cloud based Citrix platform. We are currently soliciting vendor proposals and will likely continue with Duncan Solutions for back-end management & collections, but replace its citation issuance with another vendor. The system will remain cloud based with the ability to export to an ERP.

Grants Management

- 5. Sample forms
 - a. Incoming Grants which are then awarded to Vendors under contracts? What forms are needed? The City accepts grants, but does not award grants. A contract template is used to monitor & administer grant agreements.

GIS

6. Integration and current systems
 - a. What current GIS systems are in place? Is the plan to keep them?
 - i. Does it meet the needs of all departments or do we need something additional?

The City's GIS platform is ESRI, which is the predominant GIS platform globally. The system meets the needs of all departments and is built on a cloud-based platform intended to utilize/integrate with ERP systems.

Development Review and Tracking

7. Define Development
 - a. How is “development” defined in this situation?
 - i. We are defining development that is almost exclusively 'private sector' development that we are tracking in terms of its position in the regulatory review process, which may include Conceptual Site Plan, Detailed Site Plan, Permitting, etc.
8. Data Conversion from current fixed cost assets and accumulated depreciation
 - a. Fixed asset costs and accumulated depreciation
 - i. Assumptions to only import Summary data – for legacy data, can we just import point-in-time summary information or do we need detailed historical records?

We are assuming point-in-time summary information, not a detail of history.



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jim Chandler

Submitting Department: Administration

Item Type: Planning & Development

Agenda Section: Action Items (9:00 p.m. - 9:55 p.m.)

SUBJECT

Authorization to Proceed with Reuse of 3505 Hamilton Street (15 minutes)

Motion #

181-05-FY17

Recommendation:

I move that the Mayor and Council authorize the City Administrator to proceed with procurement of service for the purpose of enabling the adaptive reuse of 3505 Hamilton Street, Hyattsville as the City of Hyattsville's Police Department facility at a total development cost estimate of \$10,265,000.

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo__3505_Hamilton_Street \(1\).docx](#)

Summary Background:

On Wednesday, April 26, 2017, City Administrator Tracey Nicholson briefed the City Council on the public facility options to support City operations. The presentation included a summary of co-location and stand-alone options for the City of Hyattsville's Police Department. The presentation also included a path forward for administrative operation considerations as a second phase of the review, analysis and decision-making process.

The City Administrator is requesting authorization from the City Council to move forward with the adaptive reuse of 3505 Hamilton Street, Hyattsville as the future home of the City of Hyattsville's Police Department at a projected total development cost of \$10,265,000. Building 3505 allows for the adaptive reuse of a City owned facility, provides more immediate access to major road networks, is a more centralized location, allows for secure parking, allows for separate detainee and evidence processing, will accommodate current and future police operations and growth, and may spur development in and around the corridor. The facility will be designed to include community space.

Next Steps:

City Staff will proceed with design development services and the procurement of construction services for the City Council's consideration.

Fiscal Impact:

Funding for this facility will be included in the City's Capital Improvement Plan (CIP)

City Administrator Comments:

Recommend approval.

Community Engagement:

The community engagement process included both formal City Council presentations and a community meeting hosted at a facility adjacent to the subject site.

Strategic Goals:

Goal 2: Ensure the Long-Term Economic Viability of the City

Action 2.2 – Invest and manage City infrastructure including streets, sidewalks and public facilities

Legal Review Required?

N/A



Memo

To: Mayor and Council

From: Tracey Nicholson, City Administrator

CC: Ron Brooks, Treasurer
Jim Chandler, Assistant City Administrator
Douglas K. Holland, Chief of Police
Lesley Riddle, Director, Department of Public Works
Hal Metzler, Project Manager, Department of Public Works

Date: April 27, 2017

Re: Authorization to Proceed with Reuse of 3505 Hamilton Street

On Wednesday, April 26, 2017, the City Administrator provided the Mayor and Council with an overview of the public facilities options to support City Police and Administrative operations. The presentation included a recommendation to proceed in phases. Phase One for Police Operations and Phase Two for Administrative Operations.

Programming requirements and a summary of estimated development costs are as follows:

Project Costs	Estimates
Construction	\$7,800,000
Design	\$936,000
FF&E	\$1,040,000
Cost Escalation	\$489,000
Total -Estimate	\$10,265,000

The City Administrator is requesting authorization from the City Council to move forward with the adaptive reuse of 3505 Hamilton Street, Hyattsville as the City's Police Department facility. This option allows for the use of an existing City owned facility, provides a centralized location, can be designed to meet CALEA standards, allows for current and future police department growth and may spur investment in and around the corridor.



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Discussion Items (9:55 p.m. - 10:25 p.m.)

SUBJECT

Montgomery County Housing Partnership: Parkview Manor (15 minutes)

Motion #

Discussion, Action TBD

Recommendation:

Sponsor(s):

Hollingsworth, Haba, Lawrence

ATTACHMENTS

Summary Background:

Montgomery Housing Partnership (MHP), owners of Parkview Manor Apartments, will brief the City Council regarding efforts to secure funding for renovation of the facility. A memorandum is included with the presentation item.

Next Steps:

TBD

Fiscal Impact:

TBD

City Administrator Comments:

Discussion Only

Community Engagement:

N/A

Strategic Goals:

Goal 2: Ensure the Long-Term Economic Viability of the City

Action 2.4 – Provide economic development programming and projects to support and facilitate infill, revitalization, redevelopment and transit-oriented investment.

Legal Review Required?

N/A



Hyattsville City Council Agenda Item Report

Meeting Date: May 1, 2017

Submitted by: Jim Chandler

Submitting Department: Community & Economic Development

Item Type: Planning & Development

Agenda Section: Discussion Items (9:55 p.m. - 10:25 p.m.)

SUBJECT

Speak Up Community Sustainability Plan (15 minutes)

Motion #

Discussion, Scheduled for Action on 5/10

Recommendation:

Sponsor(s):

At the Request of the City Administrator

ATTACHMENTS

[Memo - Speak Up Community Sustainability Plan - Discussion.docx](#)

[CSP Draft to Publish - Single Page.pdf](#)

Summary Background:

On Monday, April 17th, the City Planner and Director of Community & Economic Development presented the City Council with an overview of the 2017 Speak Up Community Sustainability Plan. This discussion is to update the Mayor and Council and afford them an opportunity to provide input that they would like incorporated prior to Plan for adoption.

Next Steps:

All comments are due to the City by May 5, 2017. Staff anticipates the Plan's adoption in May/June. The Plan will be available in both English and Spanish.

Fiscal Impact:

N/A

City Administrator Comments:

Community Outreach has been ongoing.

Community Engagement:

The draft Community Sustainability Plan was distributed on Monday, April 17th and was presented during public open house sessions on the following dates:

- April 22nd, 1:00 PM, City Administration Building
- April 25th, 6:30 PM, Felegy Elementary School

Strategic Goals:

Goal 1: Ensure Transparent and Accessible Governance

Action 1.1 – Provide opportunities for resident participation in civic engagement

Legal Review Required?



Memo

To: Mayor and Council

CC: Tracey Nicholson, City Administrator
Katie Gerbes, Community Planner

From: Jim Chandler, Assistant City Administrator, Director, Com. & Econ. Development

Date: April 13, 2017

Re: SpeakUp Community Sustainability Plan Presentation

On Monday, April 17th, Staff from the Department of Community & Economic Development presented the City Council with an overview of the 2017 Speak Up Community Sustainability Plan. The purpose of the discussion with the City Council is to provide an additional opportunity for Council feedback to be incorporated as edits prior to presenting the Plan for adoption.

The draft Community Sustainability Plan was distributed on Monday, April 17th and was presented during public open house sessions on the following dates:

- April 22nd, 1:00 PM, City Administration Building
- April 25th, 6:30 PM, Felegy Elementary School

Plan materials for the open house were made available in both English and Spanish.

All comments are due to the City by May 5, 2017. Staff anticipates the Plan's adoption in May/June, after which the adopted Plan will also be available in both English and Spanish.



+ Speak Up HVL 2017 - 2021 Community Sustainability Plan

Adopted May 2017

City of Hyattsville, Maryland

4310 Gallatin Street

Hyattsville, MD 20781

301-985-5000

www.hyattsville.org

Prepared By

Hyattsville Department of Community and Economic Development

In Association With

Beyer Blinder Belle Architects and Planners

+ Contents

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+ Vision and Process

City Background

Incorporated in 1886, Hyattsville is a city of 18,000 residents located just over one mile from Washington D.C. Hyattsville is one of the oldest and largest municipalities within Prince George’s County, Maryland.

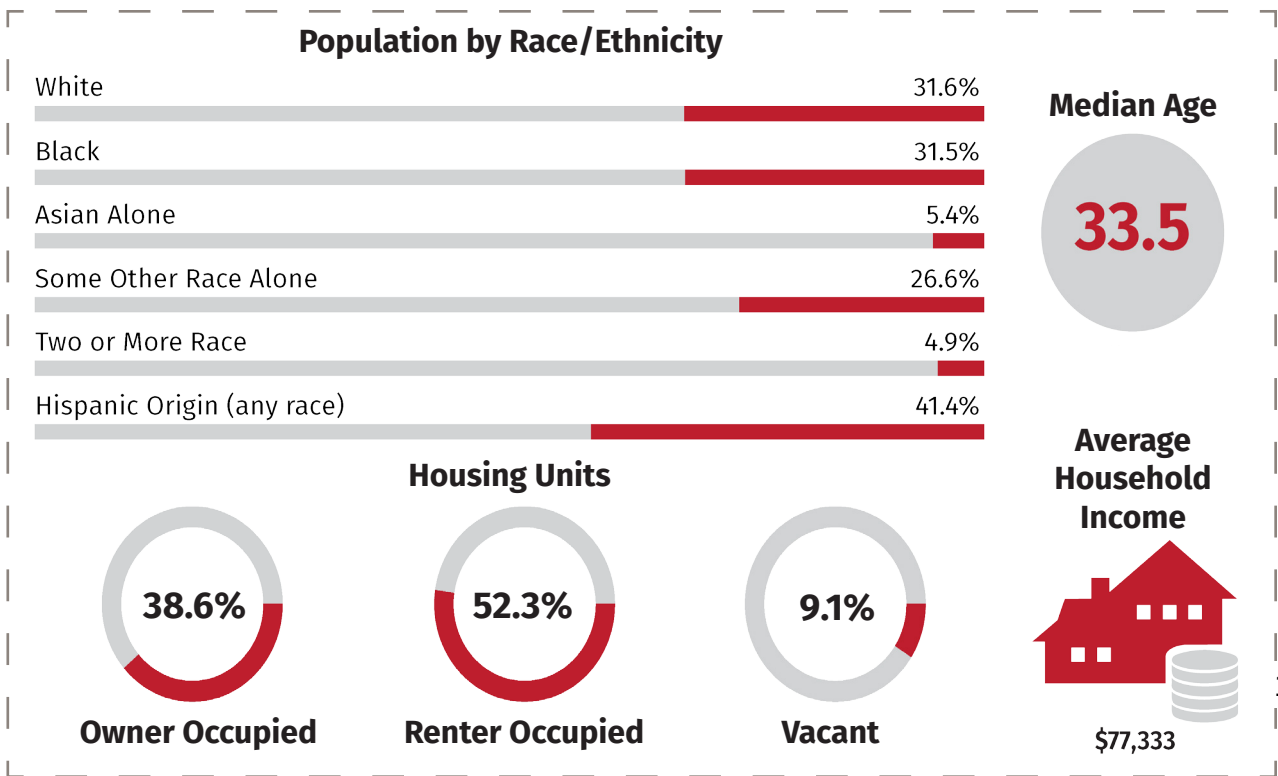
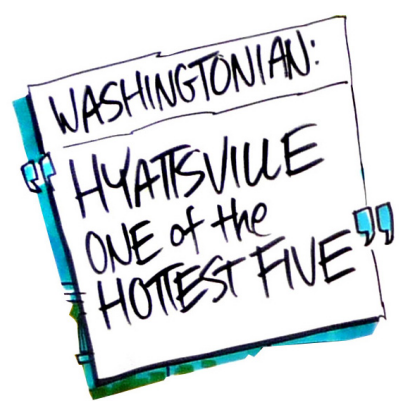
Since 2005, the City has seen an explosion of growth, both in terms of population and in development. Much of this growth stems from having two Washington Metropolitan Area Transit Authority (WMATA) Metro stations within the City’s borders. Hyattsville is the only municipality

in Maryland to have more than one Metro station.

As housing prices in D.C. have become more expensive, Hyattsville has seen a boon of former DC residents moving out of the District and making Hyattsville home. With many planned residential developments

on the horizon, the City is expected to grow even more in the upcoming years.

Hyattsville is profoundly diverse, and takes pride in having residents of many races and cultures. Some of Hyattsville’s demographic information can be found below.



Process and Outreach

Process & Outreach

Outreach and Public Relations

A community plan is not just a document that sits on a shelf; it is a living, breathing representation of the people who make up the community. As a result, the project team spent an extensive amount of time identifying the best methods of outreach to engage Hyattsville's many populations to give input on the plan.

In addition to the traditional methods of promoting through the City's website and social media, staff took a grassroots approach, hosting tables at local events to inform residents about the plan update and associated opportunities for input. Local media outlets such as the Hyattsville Life & Times and Prince George's Sentinel were notified of the plan process and encouraged to attend a meeting themselves. Additionally, City staff hit the neighborhoods going door-to-door to pass

out flyers to residents and businesses prior to each set of meetings.

Given the high Spanish-speaking population in Hyattsville, special focus was placed on ensuring Spanish-speaking residents could easily participate in the process. All meeting materials were available in Spanish, and translators were present on site to assist attendees. American Sign Language interpreters were also provided at meetings, upon request of several residents.

SWOT Analysis

The first phase of the process was to analyze the current conditions of the City through a strength, weakness, opportunity and threat (SWOT) analysis. The City reached out to different stakeholder groups, inviting them to participate in the SWOT. Groups included business owners, elected officials, nonprofit organizations, education leaders, government agencies,

developers and committee members. A total of 51 stakeholders participated in these SWOT interviews between May and August 2016.

The SWOT analysis asked respondents about a variety of topics, including transportation, education, business climate, housing. It then asked stakeholders to identify which areas the City performs well or poorly (strengths and weaknesses), as well as external factors that could impact Hyattsville in some way (opportunities and threats). In exchange for their anonymity, respondents were encouraged to be as honest and truthful as possible. The information gathered from the SWOT analysis formed the baseline and helped determine what topics to bring up during the Community Visions meetings.

+ Vision and Process

Community Visions Sessions

The first opportunity for public input into the development of the plan was through three “Community Visions” meetings held in September 2016. A total of 94 people attended these sessions. The goal of the Community Visions sessions was to gather feedback on City initiatives, as well as hear ideas for new priorities residents would like to see the City enact.

During these sessions, the City gathered feedback in two ways. First, meeting attendees participated in a polling exercise. Polling questions were shown on a screen and residents could text their responses to a predetermined phone number. The program populated responses in real time, so attendees could instantly see what others were saying and how their responses stacked up to those of their neighbors.

During this exercise, attendees were

asked some demographic information about themselves, followed with a series of geography based questions focusing on Prince George’s Plaza, West Hyattsville, the Gateway Arts and Entertainment District or the traditional neighborhoods of the Hyattsville. Residents who did not want or were not able to participate in the poll via cell phones were provided with

printed copies of the polling questions. Their answers were later added into the cumulative results.

After the polling exercise, attendees were divided into small groups to have discussions on three topics: neighborhood character, quality of life, and transportation and commerce. Each table was equipped

During our Community Visions sessions, residents were asked to share what they think about Hyattsville. Here’s what they said:

“

...more parking to encourage business along Route 1...

...develop empty storefronts in the areas we already have...

...NEED MORE AFFORDABLE HOUSING...

...Hyattsville flies the walkable flag, but does not yet fly the bikeable flag...

...less hardscape and more planting of green spaces...

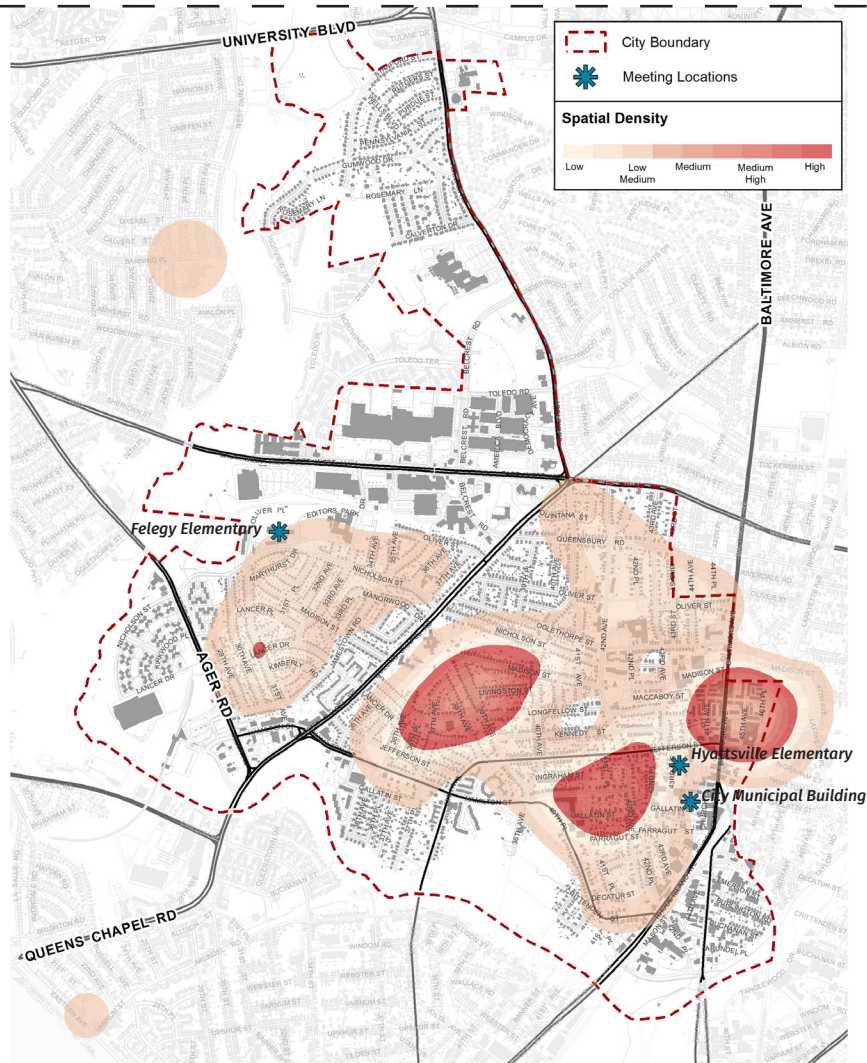
...MULTIMODAL TRANSPORTATION...

...reinforce a better sense of place...

”

Community Visions

During the Community Visions sessions, attendees were asked to indicate where they lived on a map. Below is a heat map showing who participated in one of the three sessions.



with a facilitator and note taker. The facilitator opened the discussion by asking a question pertaining to the topic, then left it up to the participants to take the conversation where they felt it should go. At the end of the designated time period, the facilitator introduced the next topic. At the conclusion of the meeting, residents were encouraged to utilize the Speak Up HVL website to continue the discussion.



+ Vision and Process

Community Choices Sessions

Following the Community Visions sessions were two “Community Choices” meetings, hosted in November 2016. The intent of the Community Choices sessions was to further refine the thoughts and ideas generated in the September sessions.

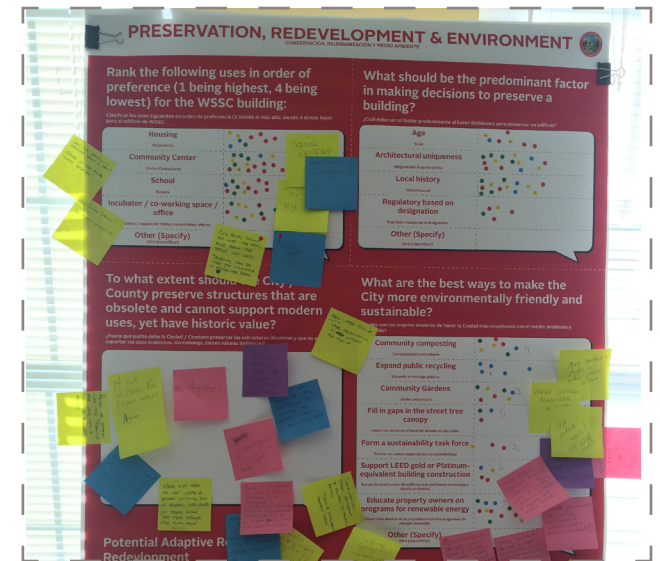
From the September meetings, the project team developed an understanding of the things residents liked and disliked. The Community Choices sessions provided an opportunity for residents to elaborate and prioritize those topics. 62 residents attended one of the Community Choices sessions.

These sessions were held in an open house format. Following a brief presentation, attendees were given sticky notes and asked to travel to six themed stations to give input. The station themes included: retail and commerce; transportation and infrastructure; arts,

entertainment and recreation; preservation, redevelopment and then environment; community, identity and communication; and ranking of planning principles.

Each station was set up with a series of questions and ways to give input. Some stations simply asked a question and attendees were directed to write down their answer and stick it under the corresponding question. Other stations asked attendees to respond to a yes or no questions, to identify locations on a map using stickers, or to rank a list of options based on priority. Facilitators were present at each station to answer questions, pass out associated materials and get attendees involved in a dynamic discussion amongst themselves.

The data gathered from the Community Choices sessions provided the project team with a better understanding of how to go about implementing the goals of the plan.



Community Choices

The September meetings limited the team binary answers, such as “yes or no,” or “like or dislike,” while November sessions provided three dimensional responses to the questions of “how,” “why,” and “when” to approach each topic.



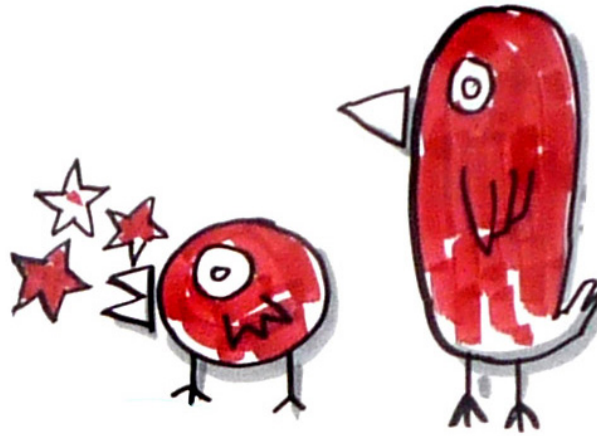
During the Community Choices sessions, attendees were asked to rank a series of planning principles according to the level of priority they believe the principle should be for the City. The aggregated results are below.

Principal	Rank	Principal	Rank
Attract and support local and small businesses for a varied and active retail experience	1	Support diversity and affordability of housing options	8
Improve safety along major roads and improve traffic within the neighborhood	2	Increase volunteerism within the community by providing opportunities and activities for residents to become engaged	9
Support cultural community diversity and inclusivity in programming and events	3 (tie)	Continue to expand art related businesses, venues and programs within the Arts District	10
Enhance public safety and police presence	3 (tie)	Enhance and increase safe connectivity for pedestrians and bicyclists	11
Grow in an environmentally friendly, sustainable manner	5	Develop and enhance community facilities/ public spaces, activities and programs for all ages	12
Embrace historic resources and adaptive reuse as a way of preserving assets while also bringing in new development	6		
Encourage higher density, mixed-use development around Metro Stations and the Route 1 corridor	7		

+ Vision and Process

Planning Vision

In 2010, the City of Hyattsville adopted a vision statement reading, “the City of Hyattsville is a diverse and welcoming community that celebrates our small town character, urban energy and environmental stewardship.” The vision for this plan document elaborates on this statement, based off feedback from the community received during outreach events. Residents communicated the importance of connectivity, active streets home to local businesses, inclusivity, diversity and environmental sustainability. Together, the existing statement and input from community yielded the vision for this



Major Themes

Through analysis of the public meetings and feedback from residents, three themes emerged: **community, connectivity** and **development**.

The most obvious overarching theme generated was the importance of, and desire to strengthen, the sense of community within Hyattsville. This stemmed from conversations about the diversity of the City, the desire to have programs and services for residents of all ages, and creating a safe community where all are welcome. Within the theme of community, there are six goals this plan hopes to achieve.

Residents also expressed their desire to see a tangible change in the City’s infrastructure. Ideas like improving traffic flow, creating more bike-friendly streets and enhancements to the pedestrian realm are all captured in the connectivity theme.

“The vision for Speak Up HVL is to create a thriving city, grounded in environmental sustainability and inclusiveness, that advances the lives of its residents through the building of community, connectivity of people and places, and responsible development.”

The final theme addresses the delicate subject of development, both physically and economically. Goals within the theme run the gamut from supporting the existing local businesses, encouraging high density development to implementing

Major Themes

environmentally sustainable initiatives throughout the City. The development theme contains five goals. Each goal within

the main three themes are illustrated below.

COMMUNITY	CONNECTIVITY	DEVELOPMENT
Improve Public Spaces and Community Facilities	Improve Safety along Major Roadways	Support Local and Small Businesses
Increase Programs and Volunteerism	Improve Traffic Flow within Neighborhoods	Attract New Businesses
Protect and Preserve Historic Assets	Enhance and Increase Safe Connectivity for Pedestrians	Encourage High Density, Mixed Use Development around Metro Stations and the Gateway Arts District
Build upon Cultural Diversity and Arts	Strengthen Connectivity for Cyclists	Encourage Development Resources
Support the Diversity and Affordability of Housing Options		Grow in an Environmentally Friendly, Sustainable Manner
Enhance Public Safety and Police Presence		

Framework



Community

GOAL 1

Improve Public Spaces & Facilities

Essential to creating a strong community is having places available for the community to gather and play. Small changes to the existing public facilities could further improve Hyattsville.

1A

Reprogram pocket parks with defined programming to accommodate a variety of users.

Reprogramming parks will give them a defined use and make them more valuable assets to the community. This includes dedicated efforts to create spaces for various age groups, including toddler, young child, teen, adult and senior.

1B

Transform Centennial Park into an outdoor, seated plaza to host programmed events.

Given its central location in the Gateway Arts District, Centennial Park is an appropriate location to host arts related events and shows.

Reprogramming of Nicholson Park, before (left) and after (right)



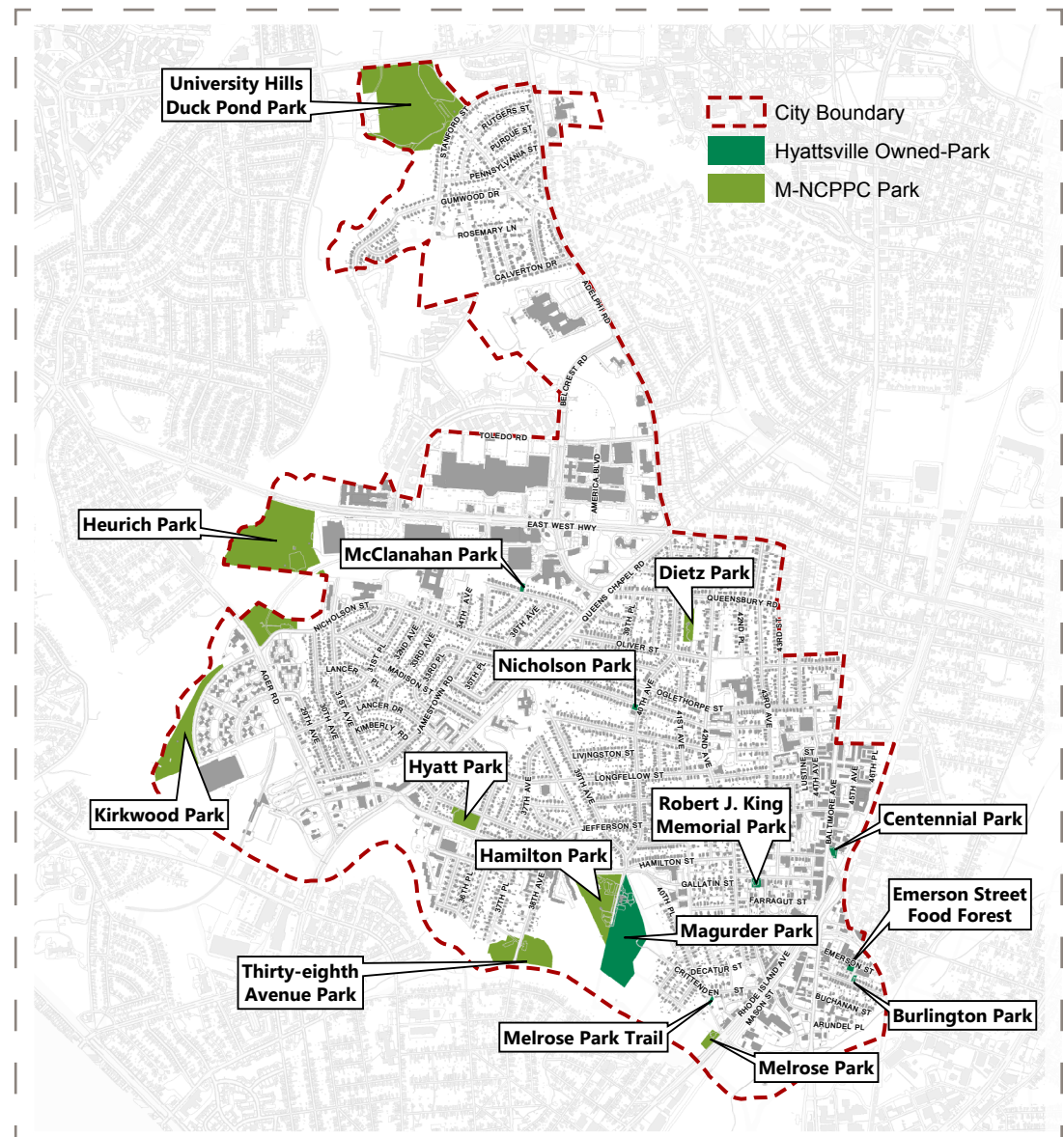
+ Framework

1C Pursue the Maryland Department of Natural Resource's Community Parks and Playgrounds grant on an annual basis to program the City's parks.

The Parks and Playgrounds program provides Maryland municipalities funding to improve and create new parks and green spaces. The City should utilize this program to perform some of the park reprogramming described in Goal 1A.

1D Work with Maryland-National Capital Park and Planning Commission to implement a signage/place making program at all parks and trails located within the City to brand the parks.

Currently, the City has 16 parks, 8 of which are City owned, and 8 are owned by M-NCPPC. Coordinating signage would better inform residents that these spaces are open to the public as well as brand them as places the City takes responsibility for.



Community

1E Design all new public facilities to meet LEED and/or similar sustainable building standards.

Such standards utilize sustainable building materials as well as energy efficient design and technology.

1F Partner with outside organizations to plant native trees on City property and encourage their planting on private property.

Agencies to consider partnership with include the Prince George's County Department of the Environment, the Maryland Department of Natural Resources, the Anacostia Watershed Society, the Chesapeake Bay Trust and Constellation Energy, amongst others.



1G Place refillable water bottle stations in City facilities and parks.

Having free drinking water available would encourage residents to use refillable water bottles in lieu of disposable plastic bottles.

1H Locate a signature recreation facility/community center within the City.

Lobby Prince George's County to include funding for the County's regional recreation facility at Prince George's Plaza in a future Capital Improvement Program (CIP) budget.

GOAL 2

Improve Programs & Volunteerism

One desire expressed by residents is wanting to get involved in the community, whether that be through attending events or in a volunteer capacity. Improving communication about events should increase turnout and participation.

2A Evaluate the level of service for the City's recreational program facilities.

Determine if the existing facilities can adequately handle current and future programming needs. If not, make recommendations on how to accommodate the current program needs.

2B At the beginning of each year, provide a year-long calendar of City sponsored events to all residents.

The calendar should list dates for the large/annual activities hosted by the City, such as the Anniversary Parade and Carnival, Summer Jams, National Night Out, and International Festival, so community groups are aware of and can plan around these events.

2C Establish criteria for disseminating information about events and programs led by outside organizations.

If deemed appropriate, the City should host a website page linking to recreation programs, community groups and external events. If the City decides it is inappropriate to maintain such a resource, work with local organizations to have one run by a third party.

+ Framework

2D Plan volunteer events to immediately precede social events where you are given a benefit for volunteering. Heavily promote conjoined opportunities to increase participation. For example, if you participate in a Magruder Park cleanup before the anniversary carnival, you would receive a food or drink ticket to be used the same day.

2E Engage existing community led groups to participate in volunteer activities. Tap into existing organized groups such as PTAs, HOAs and corporate groups when in need of volunteers for events.

GOAL 3 Protect & Preserve Historic Assets
Hyattsville is full of history- unique architectural styles, historic green spaces and the “streetcar suburb” streetscape. The City should work to document and showcase all facets of its historic nature.

3A Create a map and catalog of the historic elements of Hyattsville.
The map should include properties on the National Register of Historic Places, as well as Prince George’s County designated historic sites. Additionally, catalog the sites with photos and documentation. Update both resources annually to ensure accuracy.

3B Adopt a City vision on the reuse and redevelopment of historic structures. Upon feedback from the community, the vision should state what historic elements warrant preservation. Such a vision should facilitate the development process when historic buildings are involved.



3C Work with local organizations to support cultural and historic tourism in Hyattsville.
Organizations like the Anacostia Trails Heritage Area (ATHA) and Hyattsville Preservation Association (HPA) regularly plan and host programs educating residents and visitors on the history of Hyattsville.

3D Continue to support the Historic House Tour as a means of promoting historic tourism in the City. The City has been providing monetary and in-kind support to the Historic Preservation Association’s House Tour since its inception in 1982. The partnership should continue to highlight the beautiful homes and people of the City.

3E Waive City business license fees to businesses that have adaptively reused a commercial property.
Incentivize property owners to fill in the streetscape without largescale redevelopment. Businesses and/or property owners who invest in the existing built environment, even if just temporarily, will help activate the street and drive economic development.

Community

GOAL 4

Build Upon Cultural Diveristy & Arts

Hyattsville is home to an incredibly diverse population, and should continue to embrace that diversity. One way to showcase the diversity is through art initiatives.

4A

Embark on a City-wide branding campaign combining cultural diversity, historic preservation and the arts. Ideas could include murals, street symbols and icons that celebrate the City's diversity and history. This will help to unify the whole City, as well as show pride in Hyattsville's past, present and future.

4B

Continue the existing "Community Conversations" program to better engage traditionally underrepresented populations and create a dialogue on different religious and cultural groups. The City launched Community Conversations in 2016, however many residents are not yet familiar with the program. The City should continue these discussions, taking time to thoroughly advertise and cover a wide range of topics.

Example of a branding campaign on Hamilton Street.



+ Framework

4C

Create a sponsorship program to feature artwork of local school students in City businesses.

Two of Hyattsville's schools, Northwestern High School and Hyattsville Middle School are home to creative arts programs. Local business can support these and other art programs by displaying artwork, hosting open mic nights and performances, or otherwise incorporating student art into their spaces.

5A

Establish a local Low Income House Reinvestment Tax Credit to help finance the modernization of existing, regulated, low- to moderate-income housing. Such a tool would help maintain the affordable housing already existing in the community.

5B

Advocate for the adoption of affordable housing legislation at the County level as a planning tool to ensure the long-term affordability of Prince George's County. Reiterate the importance of a County-wide program, as municipalities do not have the authority to mandate the inclusion of affordable housing in developments.

5C

Support new development projects that will create affordable rental housing. Add affordability to the list of criteria assessed when evaluating a development plan. For developments that do not include affordable housing, inquire with the developers about the possibility of adding in a few low-income units.

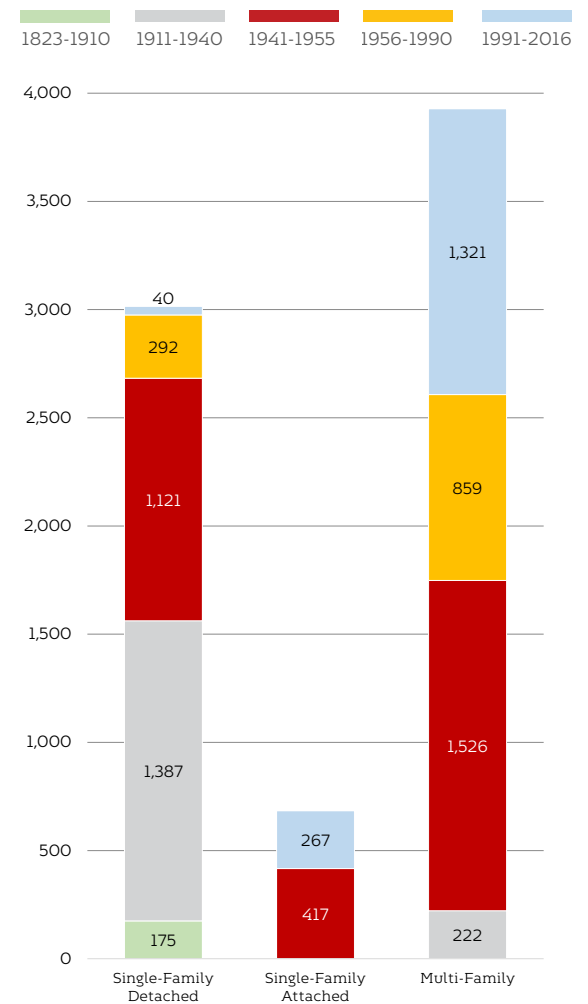
GOAL 5

Support the Affordability & Diversity of Housing Options

Hyattsville is home to a wide variety of housing options – single family homes, townhouses, apartments and condos of all shapes and sizes.

As Hyattsville grows and home prices rise, the City should work to ensure there is diversity in housing options, and that housing is available at a variety of price points.

Housing Profile Distribution



Community

GOAL 6

Enhance Public Safety & Police Presence

Hyattsville's Police Department is already active within the community, but there can always be more done to improve public safety. The City should adopt policies that get officers onto the streets and accessible to residents.

6A

Police Department and Office of Code Compliance participation in scheduled civic and neighborhood public safety related meetings and events. The Police Department makes efforts to have a presence at both formal City functions like Summer Jam, as well as community block parties. In addition, they host an annual Open House and participate in National Night Out. The Police Department should continue these practices, and get Code Compliance involved on matters regarding building and property safety.

6B

Evaluate opportunities for foot/bike patrols in the City's higher density and commercial corridors.

The City should evaluate the staffing and service impacts of regular foot/bike patrols and identify areas where foot/bike patrols should be focused.

6C

Develop a program where police officers coach/play sports with youth teams to establish a relationship between officers and the City's youth.

Currently several police officers coach youth sports teams in their personal time. In addition to encourage those practices, the Department should consider reinstating the "Cops vs. Kids" basketball tournament that the City has hosted in the past.

6D

Host a Crime Prevention through Environmental Design (CPTED) course to get City staff certified in techniques to reduce crime through design.

Select Police, Public Works and Administrative staff, as well as Planning Committee members, should all get trained to retain knowledge through organizational turnover, and to incorporate CPTED principles into many elements of the built environment.

6E

Establish a Traffic Safety Unit within the Police Department.

The unit would be dedicated to enforcing traffic laws, improving pedestrian safety and responding to traffic related incidents/inquiries.

6F

Continue to enhance police training, transparency, and accountability using the report of the President's Taskforce on 21st Century Policing as a guide. As described in the department's Aspirational Plan, the Police Department should continue setting annual goals on ways to improve transparency and accountability.



+ Framework

GOAL 7

Improve Safety along Major Roads

Many of the main roads in Hyattsville are regional arterials, carrying high volumes of cars, often at high speeds. Measures should be taken to improve safety for all along this major roadways.

7A

Request additional State legislation that allows for more liberal use of speed cameras throughout the City. Speed cameras have been proven to be a deterrent to speeding, and additional speed cameras on these roads could help enforce the speed limit on the City's main thoroughfares. Current legislation only allows speed cameras to be located in school or work zones.

7B

Lobby State and County agencies to lower the speed limit on East-West Highway, Baltimore Avenue, Ager Road and Queen's Chapel Road. Due to their nature as thoroughfares, many cars use these roads to speed through the City. The speed limit should be lower to improve safety for both pedestrians and motorists along these busy commercial strips.

Getting Around in Hyattsville

53.8

miles of streets

2

metro stations

132

bus stops

7.4

miles of bikeways

1,988

streetlights

14

bus routes

3

bus service providers

GOAL 8

Improve Traffic Flow within Neighborhoods

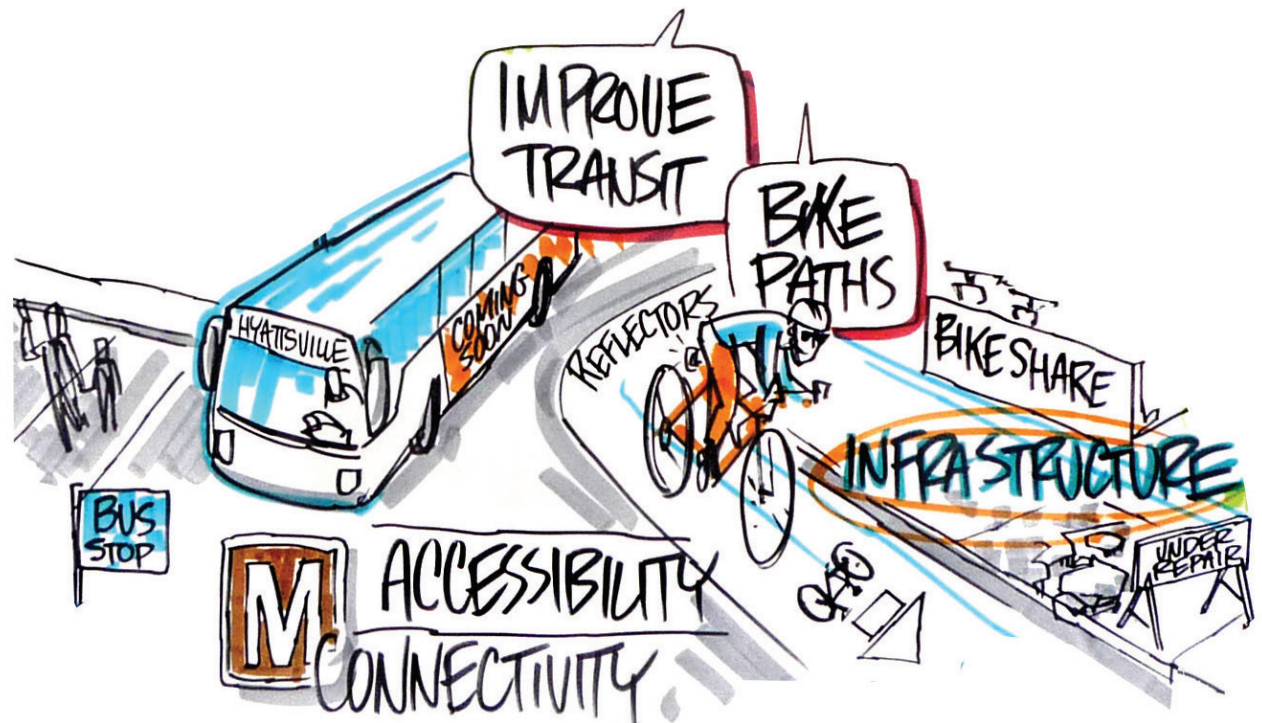
With many major roads cutting through Hyattsville, there is often traffic spillover into the residential neighborhoods. By improving public transportation options, the City can reduce reliance on single-occupancy motorized vehicles, therefore reducing traffic.

Connectivity

8A Evaluate the efficiencies of the existing bus systems serving the City – Metrobus, The Bus, and Shuttle UM. Determine if minor service changes, such as timetables or routing, on one or more routes would better serve the community. Address inefficiencies and/or suggestions for changes to the appropriate agency.

8B Evaluate the feasibility of a City-wide circulator bus, looking at features such as cost, ridership projections, headways and routing. A circulator could provide a sustainable, low-cost option to move residents around town from Prince George's Plaza, West Hyattsville and the Gateway Arts District.

8C As part of analyzing traffic impacts for a proposed development, the City should hold applicants responsible for providing a list of mitigation measures that could be enacted, if necessary, within the development. Examples of such measures could include providing onsite bike share stations or designated parking spaces for car sharing services.



GOAL 9

Enhance & Increase Public Safe Connectivity for Pedestrians

Hyattsville's motto is, "A World Within Walking Distance." As such, the City should constantly be looking for ways to improve the pedestrian experience.

9A Utilize the City's Transportation Study to develop a Pedestrian Safety Action Plan. The plan should address sidewalk, lighting, streetscape and crosswalk improvements to encourage safe pedestrian activity.

+ Framework

9B Evaluate best practices for pedestrian level crosswalk lighting improvements. Determine industry best practices for lighting crosswalks and evaluate their feasibility on high traffic City streets.

9C Transform McClanahan Park into a gateway to the Prince George's Plaza Metro Station. Enhance the park by reprogramming and repurposing it into a plaza entryway to the Metro station.

GOAL 10

Strengthen Connectivity for Cyclists

For cyclists to efficiently move throughout the City, there must be a connected network of bike friendly roads or trails. Enhanced infrastructure can help connect cyclists to places within both the City and the region.

10A Implement a bike share program within the City, connecting major destinations and transportation links. The City should partner with an existing program, such as Capital Bikeshare or the University of Maryland's mBike to create a critical mass of stations and users, a key element to a successful bike share network.

Pedestrian level crosswalk improvements on Queens Chapel Road, before (left) and after (right).



Connectivity

10B Advocate to change the perception of the M-NCPPC trail system to a transportation network, rather than a purely recreational asset.

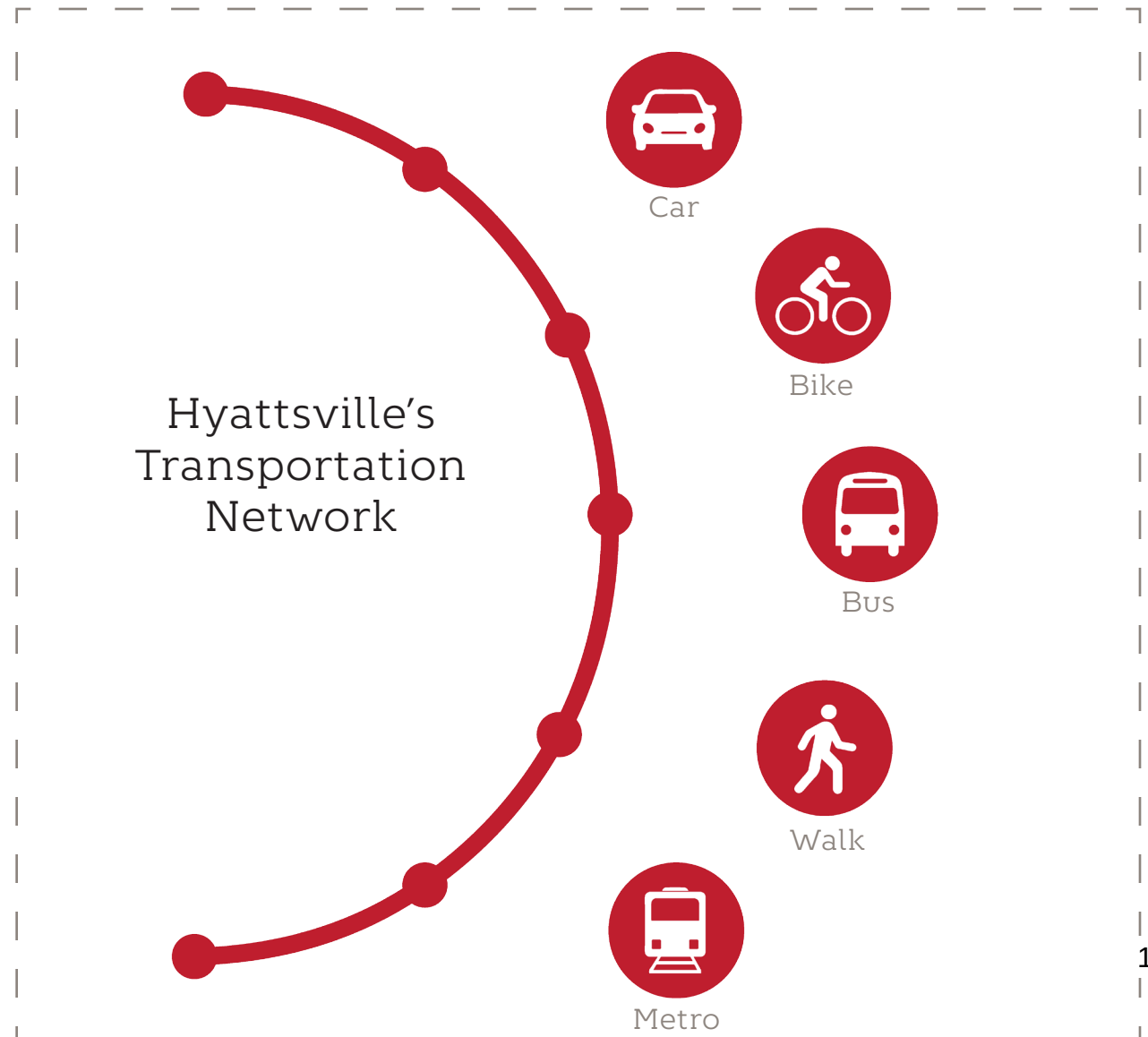
Changes to the system that would make it more of a transportation route include improved lighting and signage, adding mile makers, water stations, and bicycle repair/maintenance stations.

10C For City streets with existing bike lanes, place bike grates on storm drains to make riding over drains safer for cyclists.

Lobby for State and County agencies to do the same in bike lanes on roadways where they have jurisdiction. Advocate for the requirement of bike grates in the Prince George's County Department of Public Works and Transportation (DPW&T) roadway standards.

10D Expand the network of bike lanes throughout the City.

On City-owned roads, the City should actively look to add bikelanes when making road improvements. For County and State owned roadways, the City should advocate for the inclusion of bicycle infrastructure.



+ Framework

10E

Identify one road in the City to operate either a dedicated or protected bike lane pilot program.

During the pilot phase, install the protected or dedicate bike lanes and monitor maintenance and usage with traffic counters to determine if the City should install more protected lanes.



GOAL II

Support Local & Small Businesses

Hyattsville is home to hundreds of independent, “mom and pop” businesses. Making up nearly 60% of our economy, these businesses need to be supported and aware of the resources the City can offer.

11A

Continue to promote and seek out additional revitalization candidate projects for the City’s Commercial Façade Improvement Program. Advertise and actively solicit businesses who may be able to benefit from the program.



11B

Create a design standard guidebook for commercial property owners.

The guide should provide recommendations on ways to improve curb appeal and aesthetics of facades at a variety of price points.

11C

Improve parking and wayfinding signage on City streets.

Signage should direct people to public parking lots, commercial corridors and community facilities. Additionally, improve directional signage to and from trails to drive traffic to commercial destinations.

11D

Provide retailers with information regarding residents’ retail needs to adjust their offerings to the local market.

Information could include updated demographic reports and recent market studies commissioned by the City.

11E

Dedicate funding annually to support business led corridor development programs.

The funding should help finance initiatives such as “Shop Hyattsville at the Holidays,” restaurant weeks, and corridor spotlight opportunities.

Development

GOAL 12

Attract New Businesses

Just as important as supporting existing businesses, to be an economically sustainable Hyattsville needs to continue to grow its economic base. New businesses grow the economy, while contributing to the community and culture of Hyattsville.

12A

Develop a formalized Business Retention & Expansion (BRE) strategy focusing on unique/experience based businesses. One facet of the strategy should be Hyattsville Ambassadors, existing community leaders and business owners who speak on behalf of the City to highlight advantages of locating a business in Hyattsville.

12B

Create an annual/biannual promotional guide for business owners that lists resources such as grants, tax credits, program and resources for business owners. The guide should list resources available at the City, County, and State level to more efficiently inform business owners of opportunities and assistance available to them.

12C

Incentivize the reuse of vacant buildings by waiving City Business License fees for property owners who creatively use their building.

Examples of “creative reuse” could be offering favorable leases to startup businesses to get them off the ground, or using space as a temporary art or pop-up use until a permanent tenant is established.

12D

Promote Hyattsville as a unique destination for business to locate and visitors to frequent.

Promotions should emphasize some of the events/programs unique to Hyattsville, including the Hyattsville Cyclocross, the Historic House Tour, the International Festival and Route 1 Rampage.

12E

Encourage an entrepreneurship center in Hyattsville to foster local businesses. Evaluate the type of space most appropriate for the center, such as an incubator or accelerator, coworking space or makers space. Promote the proximity to DC, relatively affordable lease rates and shop local culture as reasons to locate such a center to Hyattsville. If necessary, provide financial incentives to secure the center.



+ Framework

GOAL 13

Encourage High Density, Mixed Use Development around Metro Stations and in the Gateway Arts District

Growth is inevitable in the region, but it should be targeted to certain areas. To keep the character of the existing neighborhoods, the City should focus its higher density developments in one of the three commercial corridors.

13A Lobby WMATA to release a joint development solicitation for the development of the West Hyattsville Metro Station. During the drafting of the agreement, express the City's interest for ground floor retail, as could be supported by the market, to better activate Ager Road.

13B Rebrand the West Hyattsville Metro Station as part of the Joint Development Solicitation process.

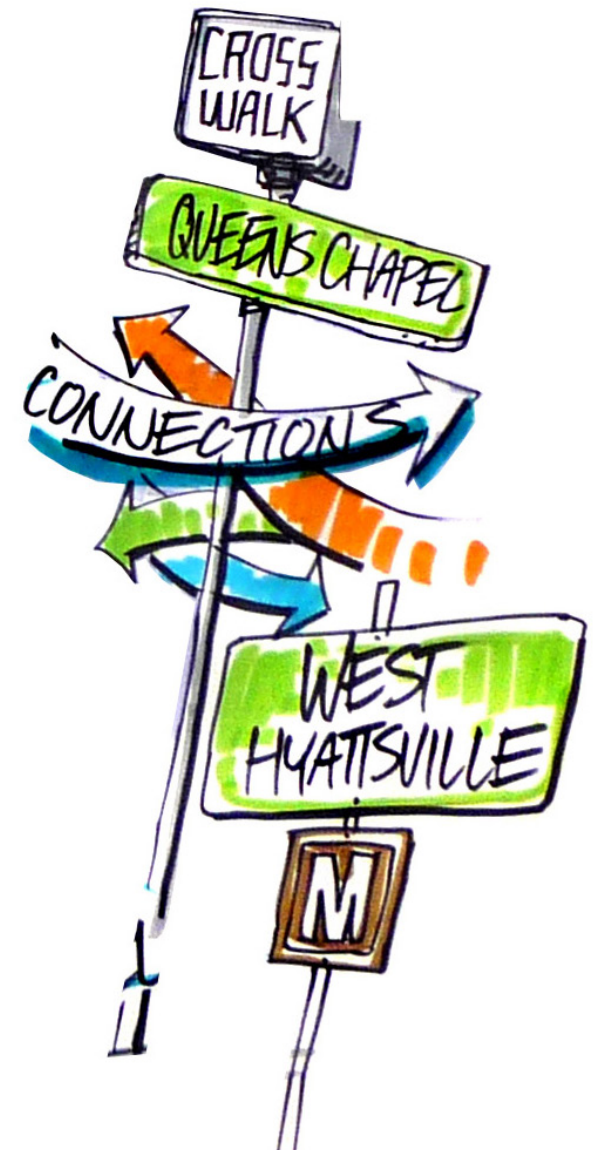
Rebranding could activate the area as an up and coming destination for business and development.

13C

Rebrand and actively market the Prince George's Plaza area as a modern destination for commerce living, dining and entertainment. Rebrand the Metro station, the Mall at Prince George's and University Town Center to make the entire area feel interconnected and improve wayfinding.

13D

Support opportunities for structured/shared parking facilities and managed parking programs in the City's high density, commercial corridors. Structured parking and shared parking are a more efficient use of land, and provide the parking necessary to support area businesses.



Development

GOAL 14

Encourage Development Resources

Many development resources available through County and State avenues have been used to development parts of Hyattsville.

The City should continue to advocate for the funding of these valuable initiatives.

14A

Continue funding and promotion of the City's Revitalization Tax Credit program as an economic development tool. The program should incentivize large scale investment within the City's borders.

14B

Advocate for continued funding of Prince George's County's Economic Development Initiative (EDI) Fund. Utilize the fund to help finance new businesses and development opportunities in areas of the City designated as "Priority Funding Areas" by Prince George's County.



14C

Advocate for the continued State funding of the Maryland Department of Housing and Community Development's Strategic Demolition and Smart Growth Fund. Continue to use the fund as a redevelopment tool to help finance grey field development by providing financial assistance for the demolition of a no longer viable building.

14D

Evaluate the market costs and long-term financial benefits of a City Development Impact Fee to fund major public infrastructure projects. The impact fee would be imposed on developers to help pay for the public services and infrastructure affected by the new development.

14E

Evaluate the impacts of utilizing a Triple Bottom Line scoring policy when evaluating procurement, programs, infrastructure and planned development. A Triple Bottom Line policy would take into consideration the financial, social and environmental impacts during the decision-making process. If the findings indicate that such a policy would benefit the City, adopt the policy into the City's procurement practices.

+ Framework

GOAL 15

Grow in an Environmentally Friendly, Sustainable Manner

As Hyattsville continues to grow, steps need to be taken to manage its environmental footprint. This means changes to new and existing projects, policies and practices to make the City more sustainable.

15A

Conduct a sustainable infrastructure audit identifying opportunities and barriers to promote neighborhood sustainability efforts.

Catalog existing green and grey infrastructure and identify areas in need of improvement or mitigation to incorporate in future workplans.

15B

Promote free and low cost sustainability programs, grants, resources and education to all residents.

This could include updated website pages, as well as incorporating elements of sustainability education into existing City events.

15C

Add Electric Vehicle (EV) charging stations in City parking lots and in commercial corridors.

Encourage residents to use/purchase electric vehicles by having free, convenient parking available for their use.

15D

Evaluate the effectiveness of the Big Belly trash compactor pilot program and determine if the program should be expanded or reduced.

Big Belly is a system of solar powered trash and recycling compactors, which hold more volume than standard receptacles and have sensors alerting staff of when they need emptying. The cans provide residents with a place for their refuse and recycling while reducing staff time spent on refuse collection.

15E

Create a document educating businesses on the economic benefits of operating in an environmentally sustainable manner.

Businesses are more likely to participate in sustainability initiatives if they are informed of opportunities and see how participation can improve their business.



Development



+ Implementation

Implementation

The most critical aspect of any plan is the strategy for implementation. Until it is implemented, a plan is simply ideas on paper with no real-world consequences. It is up to the implementing agency, in this case the City of Hyattsville, to bring the plan goals and actions into fruition.

To assist in the implementation of the plan, a resource and funding matrix has been created. The matrix details actions associated with each goal and identifies its priority, impact on the City budget, agencies involved, as well as potential funding sources. It should be noted that the list of funding sources is by no all inclusive- there are likely other opportunities available.

One of the key elements to the matrix is the assigned priority of each action. This will act as a guide for staff to know where to focus their efforts and help provide a

timeline of actions. Each action item has been assigned a priority of ongoing, near-term, mid-term or long-term. A designation of near-term indicates that the action should be complete within 12 months of the adoption of the plan. These tend to be items that are fairly simple to execute and could be reasonably addressed at the staff level.

Mid-term priority items are actions anticipated to be complete between one

and three years after the adoption of the plan. Often these actions involve acquiring funding and/or partnering with an external organization. Both of those elements take time and can slow down the process, meaning it is reasonable to expect that the action can be done, however it will take a longer amount of time to see the action through completion.

Long-term priority items are the more intricate, further reaching items that are

ongoing - initiated or already in progress

near-term - 12 months post adoption

mid-term - 1 to 3 years post adoption

long term - 3 to 5 years post adoption

Overview

estimated to take three to five years to complete. These are items with multiple phases, or ones that are continuous and cannot simply be “checked off”. Another intention of the long-term priority is to ensure that the action is constantly on the radar of City staff.

Finally, ongoing actions indicate that the City is already involved in completing that action. In some cases, this means the City already has a program or does that practice, and simply need to continue that. In others, it may mean that Hyattsville has taken, at a minimum, the initial steps required to satisfy the action.

City staff plan to utilize the matrix in evaluating their yearlong workplans, and to assist in drafting their budget each fiscal year. The hope is that by following the matrix, the scorecard report to evaluate progress will show the vast majority of the action items will be completed by 2022, when the plan is ready to be updated again.



+ Implementation

Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Community	1	Improve Public Spaces & Community Facilities	MID	1A	Reprogram pocket parks with defined programming to accommodate a variety of users.
			MID	1B	Transform Centennial Park into an outdoor, seated plaza to host programmed events.
			NEAR	1C	Pursue the Maryland Department of Natural Resource's Community Parks and Playgrounds Program grant on an annual basis to reprogram the City's parks.
			LONG	1D	Work with M-NCPPC to implement a signage/place making program at all parks and trails located within the City to brand the parks.
			ONGOING	1E	Design all new public facilities to meet LEED and/or similar sustainable building standards.
			ONGOING	1F	Partner with outside organizations to plant native trees on City property and encourage their planting on private property.
			NEAR	1G	Place refillable water bottle stations in City facilities and parks.
			LONG	1H	Locate a signature recreation facility/community center within the City.
Community	2	Increase Programs and Volunteerism	NEAR	2A	Evaluate the level of service for the City's recreational program facilities.
			ONGOING	2B	At the beginning of each year, provide a year-long calendar of City sponsored events to all residents.
			MID	2C	Establish criteria for disseminating information about events and programs led by outside organizations.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Potential Funding Resources
yes	City of Hyattsville	-	DNR Community Parks & Playgrounds Program
yes	City of Hyattsville	-	DNR Community Parks & Playgrounds Program
no	City of Hyattsville	-	-
yes	City of Hyattsville	M-NCPPC	-
yes	City of Hyattsville	-	-
no	Chesapeake Bay Trust, Anacostia Watershed Society, etc.	City of Hyattsville	-
no	City of Hyattsville	-	-
no	M-NCPPC	Prince George's County	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-

Abbreviations

ATHA	Anacostia Trails Heritage Area
DHCD	Department of Housing and Community Development (MD)
DNA	Department of Natural Resources (MD)
HPA	Hyattsville Preservation Association
HYCDC	Hyattsville Community Development Corporation
MDOT	Maryland Department of Transportation
MEA	Maryland Energy Administration
M-NCPPC	Maryland-National Capital Park and Planning Commission
PG	Prince George's County
SHA	State Highway Administration (MD)
UMD	University of Maryland
WMATA	Washington Metropolitan Area Transit Authority

+ Implementation

Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Community	2	Increase Programs and Volunteerism	NEAR	2D	Plan volunteer events to immediately precede social events where you are given a benefit for volunteering.
			ONGOING	2E	Engage existing community led groups to participate in volunteer activities.
Community	3	Preserve and Protect Historic Assets	MID	3A	Create a map and catalog of the historic elements of Hyattsville.
			MID	3B	Adopt a City vision on the reuse and redevelopment of historic structures.
			ONGOING	3C	Work with local organizations to support cultural and historic tourism in Hyattsville.
			ONGOING	3D	Continue to support the Historic House Tour as a means of promoting historic tourism in the City.
			NEAR	3E	Waive City business license fees to businesses that have adaptively reused a commercial property.
Community	4	Build upon Cultural Diveristy and Arts	MID	4A	Embark on a City-wide branding campaign combining cultural diversity, historic preservation and the arts.
			ONGOING	4B	Continue the existing "Community Conversations" program to better engage traditionally underrepresented populations and create a dialogue on different religious and cultural groups.
			NEAR	4C	Create a sponsorship program to feature artwork of local school students in City businesses.
Community	5	Support the Diversity and Affordability of Housing Options	MID	5A	Establish a Low Income Housing Reinvestment Tax Credit to help finance the modernization of existing, regulated, low- to moderate-income housing.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
no	City of Hyattsville	-	-
no	City of Hyattsville	Community Groups	-
no	City of Hyattsville	ATHA, HPA, HYCDC	Maryland Heritage Areas Authority Grant Program
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	ATHA, HPA	-
yes	City of Hyattsville	-	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	-	-
no	City of Hyattsville	Nonprofits, resident groups	-
yes	City of Hyattsville	Local businesses	-

Abbreviations

ATHA	Anacostia Trails Heritage Area
DHCD	Department of Housing and Community Development (MD)
DNA	Department of Natural Resources (MD)
HPA	Hyattsville Preservation Association
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+ Implementation

Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Community	5	Support the Diversity and Affordability of Housing Options	MID	5B	Advocate for the adoption of affordable housing legislation at the County level as a planning tool to ensure the long-term affordability of Prince George's County.
			NEAR	5C	Support new development projects that will create affordable rental housing
Community	6	Enhance Public Safety and Police Presence	ONGOING	6A	Police Department and Office of Code Compliance participation in scheduled civic and neighborhood public safety related meetings and events.
			MID	6B	Evaluate opportunities for foot/bike patrols in the City's higher density and commercial corridors.
			MID	6C	Develop a program where police officers coach/play sports with youth teams to establish a relationship between officers and the City's youth.
			LONG	6D	Host a Crime Prevention through Environmental Design (CPTED) course to get City staff certified in techniques to reduce crime through design.
			MID	6E	Establish a Traffic Safety Unit within the Police Department.
			ONGOING	6F	Continue to enhance police training, transparency, and accountability using the report of the President's Taskforce on 21st Century Policing as a guide.
Connectivity	7	Improve Safety Along Major Roadways	MID	7A	Request additional State legislation that allows for more liberal use of speed cameras throughout the City.
			MID	7B	Lobby State and County agencies to lower the speed limit and add additional speed cameras on East-West Highway, Baltimore Avenue, Ager Road and Queen's Chapel Road.
Connectivity	8	Improve Traffic Flow within Neighborhoods	MID	8A	Evaluate the efficiencies of the existing bus systems serving the City – Metrobus, The Bus, and Shuttle UM.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
yes	Prince George's County	City of Hyattsville	-
no	City of Hyattsville	M-NCPPC	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	Community groups; nonprofits	-
yes	City of Hyattsville	International CPTED Association	-
yes	City of Hyattsville	-	Maryland Highway Safety Grant
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	PG, UMD, WMATA	-

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+ Implementation

Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Connectivity	8	Improve Traffic Flow within Neighborhoods	MID	8B	Evaluate the feasibility of a City-wide circulator bus, looking at features such as cost, ridership projections, headways and routing.
			NEAR	8C	As part of analyzing traffic impacts for a proposed development, the City should hold applicants responsible for providing a list of mitigation measures that could be enacted, if necessary, within the development.
Connectivity	9	Enhance and Increase Safe Connectivity for Pedestrians	NEAR	9A	Utilize the City's Transportation Study to develop a Pedestrian Safety Action Plan.
			NEAR	9B	Evaluate best practices for pedestrian level crosswalk lighting improvements.
			MID	9C	Transform McClanahan Park into a gateway to the Prince George's Plaza Metro Station.
Connectivity	10	Strengthen Connectivity for Cyclists	NEAR	10A	Implement a bike share program within the City, connecting major destinations and transportation links.
			MID	10B	Advocate to change the perception of the M-NCPPC trail system to a transportation network, rather than a purely recreational asset.
			LONG	10C	For City streets with existing bike lanes, place bike grates on storm drains to make riding over drains safer for cyclists.
			ONGOING	10D	Expand the network of bike lanes throughout the City.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
yes	City of Hyattsville	-	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	-	Robert Wood Johnson Foundation (multiple rotating opportunities)
no	City of Hyattsville	-	Safe Routes to Schools
yes	City of Hyattsville	-	DNA Community Parks and Playgrounds Program
yes	Prince George's County	City of Hyattsville	-
no	M-NCPPC	City of Hyattsville	SHA Recreational Trails Program
yes	City of Hyattsville	Prince George's County	MDOT Bikeways Program
yes	City of Hyattsville	Prince George's County	Transportation Alternatives Program MDOT Bikeways Program Safe Routes to School SHA Community Safety and Enhancement Program

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+ Implementation

Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Connectivity	10	Strengthen Connectivity for Cyclists	LONG	10E	Identify one road in the City to operate either a dedicated or protected bike lane pilot program.
Development	11	Support Local and Small Businesses	ONGOING	11A	Continue to promote and seek out additional revitalization candidate projects for the City's Commercial Façade Improvement Program.
			NEAR	11B	Create a design standard guidebook for commercial property owners.
			NEAR	11C	Improve parking and wayfinding signage on City streets.
			NEAR	11D	Provide retailers with information regarding local residents' retail needs to adjust their offerings to the local market.
			MID	11E	Dedicate funding annually to support business led corridor development programs.
Development	12	Attract New Businesses	NEAR	12A	Develop a formalized Business Rentention & Expansion (BRE) strategy focusing on unique/experience based businesses.
			NEAR	12B	Create an annual/biannual promotional guide for business owners that lists resources such as grants, tax credits, program and resources for business owners.
			NEAR	12C	Incentivize the reuse of vacant buildings by waiving City Business License fees for property owners who creatively use their building.
			MID	12D	Promote Hyattsville as a unique destination for business to locate and visitors to frequent.
			MID	12E	Encourage an entrepreneurship center in Hyattsville to foster local businesses.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
yes	City of Hyattsville	-	MDOT Bikeways Program Transportation Alternatives Program
yes	City of Hyattsville	-	DHCD Community Legacy Program
no	City of Hyattsville	-	-
yes	City of Hyattsville	PG, SHA	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	ATHA, HYCDC	-
yes	City of Hyattsville	HYCDC	-

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Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Development	13	Encourage High Density, Mixed-Use Development Around Metro Stations and the Gateway Arts District	NEAR	13A	Lobby WMATA to release a joint development solicitation for the development of the West Hyattsville Metro Station.
			MID	13B	Rebrand the West Hyattsville Metro Station as part of the Joint Development Solicitation process.
			ONGOING	13C	Rebrand and actively market the Prince George's Plaza area as a modern destination for commerce, living, dining and entertainment.
			ONGOING	13D	Support opportunities for structured/shared parking facilities and managed parking programs in the City's high density, commercial corridors.
Development	14	Encourage Development Resources	ONGOING	14A	Continue funding and promotion of the City's Revitalization Tax Credit program as an economic development tool.
			ONGOING	14B	Advocate for continued funding of Prince George's County's Economic Development Initiative (EDI) fund.
			ONGOING	14C	Advocate for the continued State funding of the Maryland Department of Housing and Community Development's Strategic Demolition and Smart Growth Fund.
			MID	14D	Evaluate the market costs and long-term financial benefits of a City Development Impact Fee to fund major public infrastructure projects.
			MID	14E	Evaluate the impacts of utilizing a Triple Bottom Line scoring policy when evaluating procurement, programs, infrastructure and planned development.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
no	WMATA	City of Hyattsville	-
yes	City of Hyattsville	WMATA, Private Property Owners	-
yes	City of Hyattsville	Private Property Owners	-
yes	City of Hyattsville	Revenue Authority, Private Property Owners	-
yes	City of Hyattsville	-	-
no	Prince George's County	City of Hyattsville	-
no	State of Maryland	City of Hyattsville	-
yes	City of Hyattsville	-	-
no	City of Hyattsville	-	-

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Theme	Rec. #	Recommendation	Priority	Action Item #	Action
Development	15	Grow in an Environmentally Friendly, Sustainable Manner	LONG	15A	Conduct a sustainable infrastructure audit to identify interventions to promote neighborhood sustainability efforts.
			ONGOING	15B	Promote free and low cost sustainability programs, grants, resources and education to all residents.
			MID	15C	Add Electric Vehicle (EV) charging stations in City parking lots and in commercial corridors.
			ONGOING	15D	Evaluate the effectiveness of the Big Belly trash compactor pilot program and determine if the program should be expanded or reduced.
			MID	15E	Create a document educating businesses on the economic benefits of operating in an environmentally sustainable manner.

Implementation Matrix

Budget Impact?	Lead Agency	Partners	Possible Funding Resources
yes	City of Hyattsville	Nonprofit Groups	-
no	City of Hyattsville	-	-
yes	City of Hyattsville	Private Property Owners	MEA Parking Lot Solar PV Canopy with EV Charger Grant Program, MEA Electric Vehicle Supply Equipment Rebate
no	City of Hyattsville	-	-
no	City of Hyattsville	-	-

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+ Appendix Information

It was the desire of City staff to keep this plan succinct and clean. As a result, in many places visuals and graphs were used in lieu of wordy explanations. This was an intentional move to keep the document easy to read and accessible to all.

Consequently, there are many elements of the process that are unable to be shown in detail in this document. Instead, there is an appendix to the plan, which digs a bit deeper into the plan process. In the appendix one can find lengthier summaries of each of the planning exercises, as well as the data collected at each planning session.

Currently, the appendix is available in digital format. It can be found on the City's website, www.hyattsville.org under the "Community Sustainability Plan" page. Paper copies of the appendix may be requested by contacting the City. Any questions regarding the appendix, or any

part of this plan document, should be directed to the Department of Community and Economic Development by calling the City's at (301) 985-5000.



+ Acknowledgements

Speak Up HVL was made possible through the collaborative efforts of the following individuals, organizations and agencies.

Hyattsville City Council

Candace B. Hollingsworth, Mayor
 Bart Lawrence, Ward 1
 Kevin Ward, Ward 1
 Robert Croslin, Ward 2
 Shani Warner, Ward 2
 Patrick Paschall, Ward 3
 Thomas Wright, Ward 3
 Edouard Haba, Ward 4
 Paula Perry, Ward 4
 Joseph Solomon, Ward 5
 Ruth Ann Frazier, Ward 5

City of Hyattsville Staff

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 Doug Holland, Chief of Police
 Jake Rollow, Director, Community Services
 Lesley Riddle, Director, Public Works
 Laura Reams, City Clerk
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 Kevin Storm, Beyer Blinder Belle
 Scott Archer, Beyer Blinder Belle

Hyattsville Planning Committee

Maureen Foster, co-chair
 Nkosi Yearwood, co-chair
 Adam Weissman
 Andrew Bishop
 Chad Copeland
 David Marshall
 Gia Maxwell
 Jonathan Mueller
 Rommel Sandino
 Thomas Sheffer
 Todd Dengel
 Will Doerner
 Will Maxwell

Facilities

Edward M. Felegy Elementary School
 Hyattsville Elementary School

Weekly Program Offerings

Ageless Grace Senior Exercise Classes

Wednesdays and Fridays, 10:00 AM @ City Municipal Building

Creative Minds

Tuesdays and Thursdays, 10:00 AM @ Magruder Park Recreation Center

City Calendar: May 2-15, 2017

Election Day

May 2, 2017, 7:00 AM – 8:00 PM

Polling Places:

Ward One: City Municipal Building

Ward Two: Magruder Park Recreation Center

Ward Three: University Christian Church

Ward Four: St. Matthew's Episcopal/Anglican Church

Ward Five: Magruder Park Recreation Center

Hyattsville Safe Streets Initiative Advisory Board Meeting

May 3, 2017, 10:30 AM - 12:00 PM @ City Building

Board of Supervisors of Elections Meeting

May 4, 2017, 10:00 AM @ City Municipal Building, 3rd Floor

Provisional ballot count & Certification of Election Results

Flash Mob for Children's Mental Health Awareness

May 4, 2017, 6:00 PM @ University Town Center (Courtyard across from Regal Hyattsville Royale Stadium 14)

Ethics Commission Meeting

May 10, 2017, 7:00 PM @ City Building (Third Floor Conference Room)

Special Council Meeting

May 10, 2017, 8:00 PM - 10:00 PM @ 3rd Floor Council Chambers

Council Meeting

May 15, 2017, 7:00 PM - 8:00 PM @ 3rd Floor Council Chambers

Newly Elected City Council Member Oath of Office Ceremony and Council Meeting

May 15, 2017, 8:00 PM - 10:00 PM @ 3rd Floor Council Chambers