

**THE TOWN OF FOREST HEIGHTS
RESOLUTION 16-24**

A RESOLUTION TO APPROVE A MEMORANDUM OF UNDERSTANDING BETWEEN THE TOWN'S SPEED CAMERA VENDOR, REDSPEED MARYLAND, LLC, THE TOWN OF NORTH BRENTWOOD AND THE TOWN OF FOREST HEIGHTS PERTAINING TO ITS POLICE DEPARTMENT IN ORDER TO MEMORIALIZE THE PARTIES' UNDERSTANDING REGARDING THE CAPTURE, PROCESSING, AND ISSUANCE OF AUTOMATED SPEED ENFORCEMENT CAMERA CITATIONS PROVIDED ON BEHALF OF THE TOWN OF NORTH BRENTWOOD BY THE FOREST HEIGHTS POLICE DEPARTMENT

Introduced By: Mayor Troy Barrington Lilly

WHEREAS, the Charter of the Town of Forest Heights (the "Charter"), Section 33-20(b)(11) authorizes the Council to make agreements with other governmental authorities for the joint performance of or for cooperation in the performance of any governmental functions; and

WHEREAS, the Charter, Section 33-90 further authorizes the Mayor and Council to pass certain legislation of a non-permanent nature regarding an administrative matter by resolution in lieu of ordinance; and

WHEREAS, pursuant to Section 23.9 of the Town Code, the Town Council is authorized to approve or establish police mutual aid agreements or such similar reciprocal agreements by written resolution of said Council, and

WHEREAS, the Council finds that since the Town of North Brentwood does not maintain a police department but wishes to implement a speed camera program using the same vendor as the Town, the parties (Redspeed Maryland, LLC, the Town of Forest Heights and the Town of North Brentwood) find that certain language in Md. Ann. Code, TR Article, § 21-809(a)(2)(i) allows the Town of Forest Heights and its constituent police department ("the Forest Heights Police Department" or "FHPD") to process Speed Monitoring System violations on behalf of the Town of North Brentwood; and

WHEREAS, the Council further finds that according to testimony of Delegate Kerr given before the General Assembly's House Environment and Transportation Committee hearing on February 8, 2024 pertaining to House Bill 282 citing a 2016 report from the speed camera program in Montgomery County showed that speed cameras decreased speeding in excess of 10 mph by 65%, and reduced the likelihood of fatal or severe crashes by 19%; and

WHEREAS, the Council further finds that red light camera images in Maryland may already be reviewed by a trained technician as are speed camera images in several other states, and that the speed camera program in Maryland was first authorized state-wide in 2009, when the Town began its own program along Indian Head Highway; and

WHEREAS, the Fiscal Note for HB 282 states that in permitting a trained technician to conduct review of speed camera images it would allow police officers to resume other public safety duties while also making this vital safety program more accessible to about 70 cities and towns in Maryland without a police department, and according to MML Director of Public Policy and

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duties while also making this vital safety program more accessible to about 70 cities and towns in Maryland without a police department, and according to MML Director of Public Policy and Research Bill Jorch, only two such municipalities (i.e., Frederik and New Market) have such a speed camera program; and

WHEREAS, the Council further finds that under current law, a citation mailed to a person whose vehicle was recorded by a speed monitoring system must include specified information, including a copy of the recorded image and a signed statement by a duly authorized law enforcement officer employed by, or under contract with, an agency that, based on an inspection of recorded images, the motor vehicle was being operated in violation of a speed restriction; however, a proposed bill (HB 282) sponsored by Delegate Kerr expands this provision by specifying that the statement may instead be signed by a technician employed by an agency; however said bill is not guaranteed to pass and if it does pass, it likely will not go into effect until October 1, 2024, and having the equipment to have technicians may be cost prohibitive to the Town of North Brentwood and it would still need to have such an MOU with another municipality or firm to approve the citations; and

WHEREAS, under the proposed MOU, the Town of Forest Heights through the FHPD will provide all processing of captured citations to include, daily systems check, citation review, hearing appearances, and all reporting as stated in Maryland Transportation Article, § 21-809, and the FHPD will use its resources and law enforcement partnerships with the Maryland State Police and NLETS Motor Vehicle database on behalf of the Town of North Brentwood, and the FHPD will utilize the infrastructure and services of Redspeed Maryland, LLC and its proprietary technology on behalf of the Town of North Brentwood, and this MOU provides for Automated Speed Camera Enforcement services in accordance with Maryland Transportation Article, § 21-809 only and does not include any other law enforcement duties to be performed within the Town of North Brentwood.

NOW THEREFORE BE IT RESOLVED, that the Town Council approves, and adopts the memorandum of understanding entitled “Memorandum of Understanding Between The Town of Forest Heights, the Town of North Brentwood, and Redspeed Maryland, LLC,” attached hereto as Exhibit A and incorporated by referenced herein (the “MOU”); and

BE IT FURTHER RESOLVED, the Town Council further delegates the Chief of Police with the requisite authority to execute said MOU on behalf of the Town, and that the MOU shall be deemed to be approved, ratified and authorized as of the date stated therein; and

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BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon passage.

PASSED this 17th day of April 2024.

<u>ROLL CALL VOTE</u>	<u>YEA/NAY/ABSTAIN/ABSENT</u>
LITTLE	<u>Yea</u>
KENNEDY II	<u>Yea</u>
MCDONALD	<u>Yea</u>
HINES	<u>Yea</u>
LILLY	<u>Yea</u>
BROWNSON	<u>Yea</u>
NOBLE	<u>Yea</u>

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins Clerk
Sherletta Hawkins, Town Clerk

By: Troy Lilly
Troy Barrington Lilly, Mayor

CERTIFICATION

I, hereby certify, as the duly appointed Clerk of the Town of Forest Heights, Maryland, that on the 17 day of April 2024 with 7 Aye votes and 0 Nay votes the aforesaid Resolution 16-24 passed.

Sherletta Hawkins Clerk
Sherletta Hawkins, Town Clerk

Exhibit A, (MOU) is attached hereto.

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE TOWN OF FOREST HEIGHTS, THE TOWN OF NORTH BRENTWOOD,
AND REDSPEED MARYLAND, LLC

GENERAL PROVISIONS

1. **PURPOSE:** The purpose of this Memorandum of Understanding (MOU) between the Town of Forest Heights (including its Police Department), the Town of North Brentwood and Redspeed Maryland, LLC, hereinafter referred to as the Parties, is to memorialize the Parties' understanding regarding the capture, processing, and issuance of Automated Speed Enforcement Camera citations for the Town of North Brentwood.

2. **BACKGROUND:**
 - a) Pursuant to Maryland Transportation ("TR") Article 25-102, the provisions of the Maryland Vehicle Law do not prevent a local authority, in the reasonable exercise of its police power, from exercising the following powers as to highways under its jurisdiction: ... (2) Regulating traffic by means of police officers or traffic control devices..., and TR Article 21-809(a)(2)(i) defines an agency to include a law enforcement agency of a local political subdivision that is authorized to issue a citation for a violation of the Maryland Vehicle Law or of local traffic laws or regulations; or (ii) For a municipal corporation that does not maintain a police force, an agency established or designated by the municipal corporation to implement this subtitle using speed monitoring systems in accordance with this section.

 - b) Since the Town of North Brentwood does not maintain a police department but wishes to implement a speed camera program, the parties herein find that the above referenced language in TR Article, § 21-809(a)(2)(i) allows the Town of Forest Heights and its constituent police department (hereafter known as "the Forest Heights Police Department") to process Speed Monitoring System violations on behalf of the Town of North Brentwood.

 - c) Redspeed Maryland, LLC has a separate agreement with the Town of North Brentwood for Speed Monitoring Systems services. Redspeed Maryland, LLC shall provide all necessary technology, design, and Speed Monitoring Equipment directly to the Town of North Brentwood. Redspeed will provide the Town of Forest Heights and the Forest Heights Police Department with all resources required to effectively operate the Speed Monitoring System in accordance with Maryland Transportation Article, Sec. 21-809.

3. **SCOPE OF WORK:** The Town of Forest Heights through the Forest Heights Police Department will provide all processing of captured citations to include, daily systems check, citation review, hearing appearances, and all reporting as stated in Maryland Transportation Article 21-809. The Forest Heights Police Department will use its resources and law enforcement partnerships with the Maryland State Police and NLETS Motor vehicle database on behalf of the Town of North Brentwood. The Forest Heights Police Department will use Redspeed Maryland, LLC and its proprietary technology on behalf of the Town of North Brentwood. This MOU provides for

Automated Speed Camera Enforcement services in accordance with Maryland Transportation Article 21-809 only and does not include any other law enforcement duties within the Town of North Brentwood.

4. **AUTHORIZATION:** The Town of North Brentwood shall authorize the Town of Forest Heights and the Forest Heights Police Department to assist in operating the Speed Monitoring Program on behalf of the Town of North Brentwood.
5. **INDEPENDENCE.** Each party shall have the authority to negotiate with each other independently. No "parties" have the authority to alter, change or amend any contract entered into without the consent of all parties.
6. **FINE:** The fine amount for Speed Monitoring Systems shall remain as stated in Maryland Transportation Article, Sec. 21-809. The stated fine amount is \$40.00 per citation.
7. **AUTHORITY:** Provided it does not conflict with state law or the Town's ordinances, the Town of Forest Heights and the Forest Heights Police Department shall have the sole discretion to promulgate and retain any rules, regulations, and procedures necessary to the operation of the speed enforcement camera technology. In the absence of any specific directives the existing relevant directives of the Forest Heights Police Department shall substantially control. The Town of Forest Heights will share all related police directives, policies or general orders with the Town of North Brentwood for its adoption and approval by reference. Nothing in this agreement shall be construed to cause or necessitate the personnel of the Forest Heights Police Department or the Town of Forest Heights to physically go or be sent to perform its law enforcement related obligations under this MOU within the corporate boundaries of the Town of North Brentwood.
8. **SCOPE:** This MOU applies to the Forest Heights Police Department, the Town of North Brentwood and Redspeed Maryland, LLC.
9. **DISCLOSURE AND USE OF INFORMATION:** The Parties' use of this MOU will be limited to Speed Enforcement Camera activity only.
10. **SECURITY AND PRIVACY OF DATA:** The Parties agree to protect and prohibit dissemination of information received from this MOU to any other vendor, agency, or any unauthorized person(s) as permitted by law unless prior written approval from all Parties is obtained.
11. **PERFORMANCE:** All activities of the parties under this MOU will be carried out in accordance with the above-described provisions. Each of the Parties reserves the right to immediately suspend this MOU whenever the security, privacy, uses, or dissemination requirements established by this MOU are violated. The Parties may terminate this MOU upon 60 days' written notification to the other parties as outlined in this agreement. Such notice will be subject to immediate consultation by the parties to decide upon the appropriate course of action. In the event of such termination, the following rules apply:

- a) The Parties will continue participation up to the effective date of termination and for 90 days thereafter to process and administer any outstanding citations pending collection or adjudication.
- b) All project information, copies thereof, and rights therein received under the provisions of this MOU prior to the termination will be forfeited to Redspeed Maryland for archiving within six months of the termination of this MOU.
- c) The notice contacts at the respective town halls for the municipal parties and at the principal office of the corporate party shall be as follows: (i) Chief of Police Anthony Rease of the Town of Forest Heights, (ii) Mayor Petrella Robinson of the Town of North Brentwood, and (iii) Mr. Robert Liberman, Manager, Redspeed Maryland, LLC, 450 Eisenhower Lane North, Lombard, IL 60148.

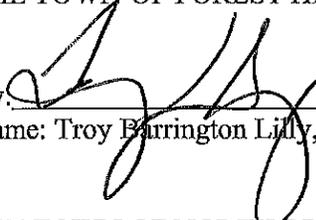
12. **TERM:** This MOU will commence and become effective upon signature of all Parties and will remain in effect for a period of one year. This agreement will automatically renew for a one (1) year period upon the same terms and conditions and continue to renew for a one (1) year period on each anniversary date for a total of five (5) years. If any party elects not to renew, it must notify the other party of its intention not to renew this agreement at least 60 days prior to any such anniversary date, in which event this agreement shall terminate on such anniversary date. The foregoing represents the understandings reached between the Town of Forest Heights, the Town of North Brentwood and Redspeed Maryland, LLC.

13. **COMPENSATION:** The Town of Forest Heights shall be compensated for services provided to the Town of North Brentwood under this agreement as set forth in Exhibit "A." Redspeed Maryland, LLC is not responsible for any compensation to the Town of Forest Heights for the Forest Heights Police Department under this agreement.

14. **INDEMNIFICATION:** Each municipal party shall indemnify and hold harmless the other municipal party to the agreement from all claims by third parties that are for property damage or personal injury occurring within their respective jurisdictions and that may arise out of the activities of the other parties to the agreement.

IN WITNESS, WHEREOF, the Parties hereto cause this MOU to be executed by duly authorized officers and officials.

THE TOWN OF FOREST HEIGHTS, MARYLAND

By:  (SEAL)
Name: Troy Barrington Lilly, Mayor

THE TOWN OF NORTH BRENTWOOD, MARYLAND

By:  (SEAL)
Name: Petrella Robinson, Mayor

REDSPEED MARYLAND, LLC

By: _____ (SEAL)
Name: Robert Liberman, Manager

EXHIBIT "A"

Compensation

There will be no charge to the Town of North Brentwood during the Warning Period, and the Town of Forest Heights shall not receive any compensation for any warning notices sent during the Warning Period.

At the conclusion of the Warning Period, and once the Citations are issued, the Town of Forest Heights shall be compensated for services performed under "Exhibit A" as follows:

Service fees shall be charged for the following selected services below, where applicable:

Option 1:

- \$5.00 -Daily system check & review of each approved violation.
- \$50.00 - Processing & appearing for each hearing appearance.

The Parties agree that all payments to the Forest Heights Police Department shall be paid on the 5th of each month and paid electronically to an account maintained by the Forest Heights Police Department.