

City of Hyattsville

Hyattsville Municipal Building
4310 Gallatin Street, 3rd Floor
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org



Agenda Regular Meeting

Register in advance for this Webinar:

https://us06web.zoom.us/webinar/register/WN_BqpchNbRT3ywgICFBnXrSA

Monday, July 17, 2023

7:00 PM

Virtual

City Council

Robert S. Croslin, Mayor
Joseph Solomon, Council President, Ward 5
Danny Schaible, Council Vice President, Ward 2
Sam Denes, Ward 1
Joanne Waszczak, Ward 1
Emily Strab, Ward 2
Jimmy McClellan, Ward 3
Kareem Redmond, Ward 3
Edouard Haba, Ward 4
Michelle Lee, Ward 4
Rommel Sandino, Ward 5

ADMINISTRATION

Tracey E. Douglas, City Administrator
Laura Reams, City Clerk, 301-985-5009, cityclerk@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 to 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 DISABILITY 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.

PUBLIC INPUT: If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

WAYS TO WATCH THE MEETING LIVE: City Council meetings are broadcast live on cable television channel 71 (Comcast) and channel 12 (Verizon). You may also view meetings live online at hyattsville-md.granicus.com/MediaPlayer.php?camera_id=2

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

CITY INFORMATION: Sign up to receive text and email notifications about Hyattsville events, government, police and programs at www.hyattsville.org/list.aspx

INCLEMENT WEATHER: In the event of inclement weather, please call 301-985-5000 to confirm the status of the Council meeting.

Meeting Notice:

The Hyattsville City Council will hold its meeting on Monday, July 17, 2023 remotely via video conference. The Council meeting will be conducted entirely remotely; there will be no in-person meeting attendance.

The meeting will be broadcast live on cable television channel 71 (Comcast), channel 12 (Verizon), and available via live stream at www.hyattsville.org/meetings.

PUBLIC PARTICIPATION:

If you wish to address the Council during the Public Comment period, please use the "Raise Hand" feature in the virtual meeting interface. Participants may also submit statements electronically using the eComment feature at www.hyattsville.org/meetings or via email to cityclerk@hyattsville.org no later than two (2) hours prior to the start of the meeting. All participants shall remain respectful in their contributions and associated functions of the virtual meeting interface are not intended for public dialogue or discussion.

Members of the public who wish to comment during the virtual Council meeting must register in advance using the link below.

https://us06web.zoom.us/webinar/register/WN_BqpchNbRT3ywgICFBnXrSA

- 1. Call to Order and Council Roll Call**
- 2. Pledge of Allegiance to the Flag**
- 3. Approval of Agenda**
- 4. Public Comment (7:10 p.m. – 7:20 p.m.) Complete Speaker Card, Limit 2 minutes per speaker**
- 5. City Administrator Update (7:20 p.m. - 7:45 p.m.)**
- 6. Presentations (7:45 p.m. - 8:15 p.m.)**
 - 6.a. Update on 21st Century Policing and Cannabis Legislation** [HCC-013-FY24](#)
For Presentation and Discussion
Sponsors: City Administrator
Department: Police Department
- 7. Proclamations**

7.a. Proclamation of National Minority Mental Health Awareness Month [HCC-023-FY24](#)

I move that the Mayor and Council recongize July 2023 as National Minority Mental Health Awareness Month in the City of Hyattsville.

Sponsors: City Administrator

Department: City Clerk

Attachments: [CM 0717 National Minority Mental Health Awareness Month 2023](#)

8. Appointments**8.a. Assignment of Committee Liaisons** [HCC-001-FY24](#)

I move that the Mayor and Council appoint the following Councilmembers as Council liaisons to City Committees:

Code Compliance Advisory Committee: McClellan, Redmond
Education Advisory Committee: Strab
Educational Facilities Task Force: Sandino
Health, Wellness, and Recreation Advisory Committee: Denes, Lee
Hyattsville Environment Committee: Haba, Schaible
Planning Committee: Denes, Redmond
Police and Public Safety Citizen's Advisory Committee: Strab
Race and Equity Task Force: Haba, Lee
Shade Tree Board: Schaible
Youth Advisory Council: McClellan, Waszczak

Sponsors: City Administrator

Department: City Clerk

8.b. Appointment to the Education Advisory Committee [HCC-002-FY24](#)

I move that the Mayor and Council approve the reappointment of Cynthia Totten (Ward 4) to the Education Advisory Committee for a term of two (2) years ending on July 31, 2025.

Sponsors: Strab

Department: City Clerk

Attachments: [Cynthia Totten May 22, 23 re-appointment redac](#)

9. Consent Items (8:15 p.m. - 8:20 p.m.)

Items listed on the Consent Agenda are considered routine in nature, and are approved in one motion. There will be no separate discussion of these items unless the Mayor/Council request specific items be removed from the Consent agenda for separate action.

9.a. Renewal of Annual Service Agreement with Motorola for Radio Communications Dispatch System, Portable and Mobile Radios [HCC-003-FY24](#)

I move that Mayor and Council authorize the expenditure of \$37,650.24 for the one-year renewal of the Annual Motorola Service Agreement for maintenance on our dispatch console, portable and mobile radios.

Sponsors: City Administrator

Department: Police Department

Attachments: [Hyattsville SA 23-24](#)

9.b. Renewal of Police Communications Agreement with the City of Hyattsville and City of Mount Rainier [HCC-004-FY24](#)

I move that the Mayor and Council authorize the City Administrator to execute an agreement with the City of Mt. Rainier which allows the Hyattsville Police Department to provide radio dispatching services and incoming call for police services (both emergency and non-emergency). This agreement is for a term of one (1) year.

Sponsors: City Administrator

Department: Police Department

Attachments: [Communications Agmt Mt. Rainie 062922 - KCK](#)

9.c. FY24 Northstar Tutoring Contract [HCC-005-FY24](#)

I move that the Mayor and Council approve the FY24 Northstar Tutoring contract for tutoring and mentoring management services in the amount of \$80,000 in support of the City's teen and youth programming for students in grades K through 12, upon the review and approval by the City Attorney for legal sufficiency.

Sponsors: City Administrator

Department: Community Services

Attachments: [Northstar Contract 2023-2024](#)

9.d. FY24 - Landscaping Contract Expenditure [HCC-006-FY24](#)

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to Professional Lawn Maintenance Services (PLMS) for the FY24 portion of the existing landscaping contract.

Sponsors: City Administrator

Department: Public Works

Attachments: [210326 - contract DPW21-002 - PLMS landscape maintenance - plms signed](#)

9.e. FY24 - Alley Maintenance Contract Expenditure [HCC-007-FY24](#)

I move that the Mayor and Council authorize an expenditure to Professional Lawn Maintenance Services (PLMS) for an amount not to exceed \$35,000 for the FY24 portion of the Alley Maintenance contract.

Sponsors: City Administrator

Department: Public Works

Attachments: [210326 - contract DPW21-003 - PLMS alley maintenance - plms signed](#)

9.f. Adirondack Tree Experts Contract - Option Year 5 [HCC-008-FY24](#)

I move that the Mayor and Council authorize the City Administrator to execute option year five (5) of the Urban Tree Care contract with Adirondack Tree Experts and authorize an expenditure not to exceed \$185,000 for continued services.

Sponsors: City Administrator

Department: Public Works

Attachments: [2018 adirondack contract](#)

9.g. FY24 - Building Cleaning Contract Expenditure [HCC-009-FY24](#)

I move that the Mayor and Council authorize an expenditure to Sentral Services for an amount not the exceed \$100,000 for the FY24 portion of the Building Cleaning Contract.

Sponsors: City Administrator

Department: Public Works

Attachments: [210315 - HCC-252-FY21 - building cleaning contract.pdf](#)

9.h. Approval of Funding for FY24 Lease of 4629 Arundel Place[**HCC-010-FY24**](#)

I move that the Mayor and Council authorize an expenditure of \$42,000 to Phu Than Neuyen for the lease of 4629 Arundel Place from July 1, 2023 - June 30, 2024 utilizing the existing lease agreement.

Sponsors: City Administrator

Department: Public Works

Attachments: [220826 - 4629 Baltimore Ave - lease agreement - signed](#)

9.i. 2023 Memorandum of Understanding with Capital Area Food Bank for Monthly Mobile Market[**HCC-011-FY24**](#)

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding with the Capital Area Food Bank for the establishment of a Mobile Market to include the monthly receipt and distribution of fresh produce at First United Methodist Church from July 1, 2023 through June 30, 2024 .

Sponsors: City Administrator

Department: Community Services

Attachments: [FY24 Mobile Market MOU](#)

9.j. FY24 Budget Amendment - Acceptance of Donation from Council Member Wanika Fisher[**HCC-012-FY24**](#)

I move that the Mayor and Council accept and appropriate \$2,000 from Prince George's County Council Member Wanika Fisher in support of the City's initiatives to provide backpacks and school supplies to children and youth in the City.

Sponsors: City Administrator

Department: Community Services

9.k. Purchase of Digital Message Boards - ARPA[HCC-015-FY24](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Empire Graphics LLC for the purchase and installation of 1 new digital message board, and the upgrade of 2 existing digital message boards, pending legal review. Additionally, an expenditure or ARPA funds not to exceed \$118,000 is authorized.

Sponsors: City Administrator

Department: Public Works

Attachments: [230607 - message board - City of Hyattsville Ager Rd. & Little River Turnpike estimate](#)
[230601 - message board - City of Hyattsville Centennial Park estimate](#)
[230601 - message board - City of Hyattsville Driskoll Park estimate](#)

9.l. Anacostia Watershed Society Stormwater Stewardship Grant Expenditure[HCC-016-FY24](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with the Anacostia Watershed Society (AWS) to provide educational programs and outreach for an authorized expenditure of \$10,000. AWS was part of the City's team that applied for and received the Stormwater Stewardship Grant accepted by Council in April 2023. The Treasurer is authorized to make the necessary budget adjustments to facilitate this expenditure.

Sponsors: City Administrator

Department: Public Works

Attachments: [AWS proposal](#)

9.m. Chesapeake Climate Action Network Stormwater Stewardship Grant Expenditure[HCC-017-FY24](#)

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with the Chesapeake Climate Action Network (CCAN) to provide invasive species removal programs for an authorized expenditure of \$17,692. CCAN was part of the City's team that applied for and received the Stormwater Stewardship Grant accepted by Council in April 2023. The Treasurer is authorized to make the necessary budget adjustments to facilitate this expenditure.

Sponsors: City Administrator

Department: Public Works

Attachments: [ccan proposal](#)

9.n. Big Belly Solar FY24 Expenditure[**HCC-018-FY24**](#)

I move that the Mayor and Council authorize an expenditure in an amount not to exceed \$80,000 to Big Belly Solar for the FY24 service agreement.

Sponsors: City Administrator

Department: Public Works

Attachments: [Connect SX ESP for City of Hyattsville, MD Q38105-1](#)
[Connect SX Renewal ESP for City of Hyattsville MD Q20879-2 \(Combined Co-Term\)](#)

9.o. Appointment of the City Attorney[**HCC-019-FY24**](#)

I move that the Mayor, with Council approval, appoint E.I. Cornbrooks IV, Esquire of the firm of Karpinski, Cornbrooks, and Karp, P.A. as the Attorney for the City.

Sponsors: City Administrator

Department: City Clerk

9.p. Update Hyattsville Environment Committee Worksheet[**HCC-020-FY24**](#)

I move the Mayor and Council update the worksheet for the Hyattsville Environment Committee per the Committee's recommendations.

Sponsors: Haba

Department: Legislative

Attachments: [REVISED HVL Environmental Committee Worksheet](#)
[Environmental Committee Worksheet Current Version](#)

10. Action Items (8:20 p.m. - 9:20 p.m.)**10.a. Election of Council Officers**[**HCC-022-FY24**](#)

I move the Mayor and Council elect Councilmember Joseph Solomon as Council President and Councilmember Joanne Waszczak as Council Vice President for a term of two (2) years to end in July 2025.

Sponsors: Croslin

Department: Legislative

10.b. Hyattsville Resolution 2023-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & ADOPTION) [HCC-021-FY24](#)

I move that the Mayor and Council introduce and adopt Hyattsville Resolution 2023-03, authorizing the renewal and modification of the City's General Obligation Public Improvement Bond Anticipation Notes, Series 2022 in the original principal of \$11,000,000, prescribing certain terms and conditions for the renewal and modification thereof and other details incident to the renewal and modification of the 2022 BAN; authorizing the delivery of an amended and restated 2022 BAN; authorizing the Treasurer to determine and fix certain terms and details in connection with the renewal and modification of the 2022 BAN through the delivery of the 2023 BAN; confirming the payment of the principal and interest on the BANs from the proceeds of the bonds in anticipation of which the BANs were issued secured by the full faith and credit and unlimited taxing power of the City; providing that the provisions of this resolution shall be liberally construed; and generally relating to the renewal and modification of the 2022 BAN through the delivery of the 2023 BAN (INTRODUCTION AND ADOPTION).

Sponsors: City Administrator

Department: Finance

Attachments: [Resolution 2023-03 - City of Hyattsville BAN Renewal and Modification](#)
[Resolution 2023\(176028871.5\)](#)

10.c. MPS Safety Stick Parking Technology [HCC-024-FY24](#)

I move the Mayor and Council authorize the City Administrator to enter into a contract with MPS Solutions to install the Safety Stick parking technology at an identified area on Church Place upon legal review and approval.

Sponsors: City Administrator

Department: City Administrator

11. Council Dialogue (9:20 p.m. - 9:30 p.m.)

12. Motion to Adjourn



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Agenda Item Report

File #: HCC-013-FY24

7/17/2023

6.a.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Presentation

Item Title:

Update on 21st Century Policing and Cannabis Legislation

Suggested Action:

For Presentation and Discussion

Summary Background:

Chief Towers will present an update on 21st Century Policing and the new Cannabis Legislation.

Next Steps:

July 17th Council Discussion.

Fiscal Impact:

N/A

City Administrator Comments:

For Council presentation/discussion.

Community Engagement:

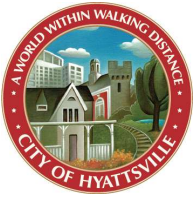
N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-023-FY24

7/17/2023

7.a.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Proclamation

Item Title:

Proclamation of National Minority Mental Health Awareness Month

Suggested Action:

I move that the Mayor and Council recongize July 2023 as National Minority Mental Health Awareness Month in the City of Hyattsville.

Summary Background:

Communities across the nation recognize July as National Minority Mental Health Awareness Month.

Next Steps:

Proclaim July 2023 to be National Minority Mental Health Awareness Month in the City of Hyattsville.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend adoption.

Community Engagement:

Recognition throughout the City of Hyattsville

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE

PROCLAMATION

CELEBRATING NATIONAL MINORITY MENTAL HEALTH AWARENESS MONTH IN THE CITY OF HYATTSVILLE

This proclamation designates the month of July as National Minority Mental Health Awareness Month, a time to raise awareness, promote understanding, and advocate for equitable access to mental health resources for Black, Indigenous and People of Color (BIPOC) communities.

WHEREAS, mental health is an essential component of overall well-being; and

WHEREAS, because individuals from racial and ethnic minority groups often face disparities in mental health care, including limited access to culturally competent services, language barriers, stigma, and systemic inequities; it is imperative to address the unique challenges faced by BIPOC communities when it comes to mental health; and

WHEREAS, the theme of Minority Mental Health Awareness Month for 2023 is 'Culture, Community and Connection', we acknowledge that a sense of belonging is key to supporting overall mental health and that individuals who have strong connections to their communities often have better mental health outcomes, including lower rates of suicide and feelings of isolation; and

WHEREAS, we reaffirm the City's commitment to championing all residents, regardless of their race, ethnicity, or cultural background by promoting education, destigmatizing mental health issues, and advocating for the expansion of mental health services.

NOW, THEREFORE BE IT RESOLVED, that the Mayor and City Council and hereby proclaim July 2023 as Minority Mental Health Awareness Month, encouraging all community members to increase awareness, understanding and meaningful action in support of BIPOC mental health and wellness.

Robert Croslin

Mayor, City of Hyattsville

July 17, 2023





City of Hyattsville

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Agenda Item Report

File #: HCC-001-FY24

7/17/2023

8.a.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Appointment

Item Title:

Assignment of Committee Liaisons

Suggested Action:

I move that the Mayor and Council appoint the following Councilmembers as Council liaisons to City Committees:

Code Compliance Advisory Committee: McClellan, Redmond
Education Advisory Committee: Strab
Educational Facilities Task Force: Sandino
Health, Wellness, and Recreation Advisory Committee: Denes, Lee
Hyattsville Environment Committee: Haba, Schaible
Planning Committee: Denes, Redmond
Police and Public Safety Citizen's Advisory Committee: Strab
Race and Equity Task Force: Haba, Lee
Shade Tree Board: Schaible
Youth Advisory Council: McClellan, Waszczak

Summary Background:

Each committee is required to have at least one Council liaison. Council liaison(s) may bring forth budgetary recommendations of the Committee to the full Council. They are non-voting participants and serve as advisors only.

Next Steps:

The committee staff liaison will contact the Council member to attend the next scheduled meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

Agendas for committee meetings are posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-002-FY24

7/17/2023

8.b.

Submitted by: Nate Groenendyk
Submitting Department: City Clerk
Agenda Section: Appointment

Item Title:

Appointment to the Education Advisory Committee

Suggested Action:

I move that the Mayor and Council approve the reappointment of Cynthia Totten (Ward 4) to the Education Advisory Committee for a term of two (2) years ending on July 31, 2025.

Summary Background:

See attached application.

Next Steps:

The committee liaison will contact the committee member to attend the next scheduled meeting.

Fiscal Impact:

N/A

City Administrator Comments:

Recommend approval.

Community Engagement:

Agendas for the Education Advisory Committee meetings will be posted on the City's website. Meetings are open to the public and all are encouraged to attend.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A

Board, Committee, and Commission Application

Profile

Cynthia

First Name

Totten

Last Name

Preferred Pronouns

☒ She, her, hers

Email Address

Committee members receive a stipend of \$40 per meeting attended. Upon appointment to a committee, you are automatically enrolled into the stipend program. You must complete and submit a W-9 form to receive your payment. The W-9 form will be emailed to committee members upon confirmation of your appointment.

Please enter your address below.

Many, but not all, of our committees require residency within the incorporated City limits of Hyattsville. To check your residency status, please visit the map: [City Residency Map](#)

Committees that accept applications from individuals residing outside of the incorporated City limits are listed below:

- Education Advisory Committee (at least 50% + 1 of sitting committee members must be residents of the City)
- Educational Facilities Task Force (up to one non-City resident appointment)
- Race and Equity Task Force (up to one non-City resident appointment)

Street Address

City

Suite or Apt

State

Postal Code

Which Boards would you like to apply for?

Education Advisory Committee: Eligible

Do you currently serve on this committee and are applying for re-appointment?

☒ Yes ☐ No

If you selected more than one Board/Committee of interest, please indicate your first choice below.

To find your City Ward, click on this link! [City Residency Map](#)

Please select your ward from the drop down list below. *

☒ Ward 4

Primary Phone

Referred By:

Edouard Haba

Please provide a brief background statement including why you want to serve on the committee/s for which you are applying. This statement may be posted on the City's website.

I am very interested in remaining involved in the Education Advisory Committee. I am a woman of color and the mother of a 10-year old, living in West Hyattsville. My son attends Cesar Chavez I have been a Hyattsville resident for nearly 8 years, and a member of the committee for nearly that entire time. It has meant a lot to me to be part of efforts to assist our local schools through Thank you.

Please answer the following demographic questions. The City of Hyattsville is committed to appointing dedicated, diverse, individuals to these Committees to achieve membership with residents of all ages, interests, and backgrounds. Although these questions are not required for the completion of this application and the data collected is not factored into acceptance to advisory boards and committees, it is useful for the city for the purpose of measuring outcomes. This information is for internal use only and the data is not shared publicly.

Please indicate your age range.

Please indicate your gender(s). Select all that apply.

Please indicate your race-ethnicity(ies). Select all that apply.

Do you speak a language other than English at home?

If you speak a language other than English at home, what language do you speak?

Do you identify as having a disability as defined under the ADA [Americans with Disabilities Act]?

Please check which of the following best describe your household income last year:

Which of the best describes your housing status:



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Agenda Item Report

File #: HCC-003-FY24

7/17/2023

9.a.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Renewal of Annual Service Agreement with Motorola for Radio Communications Dispatch System, Portable and Mobile Radios

Suggested Action:

I move that Mayor and Council authorize the expenditure of \$37,650.24 for the one-year renewal of the Annual Motorola Service Agreement for maintenance on our dispatch console, portable and mobile radios.

Summary Background:

The Hyattsville Police Department purchased a new Motorola, state of the art radio communications dispatch system in 2011. The cost was \$350k. For several years the system was under a manufacturer's warranty and all repairs, upgrades, and technical support was covered. The warranty has since expired and an annual service agreement is required to allow the Police Department to receive periodic software updates, equipment upgrades and to provide us with 24 hours, seven (7) days a week emergency service, should the system fail or need repair.

Next Steps:

Authorize the renewal of the agreement not to exceed \$37,650.24.

Fiscal Impact:

\$37,650.24

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072600
Contract Number: USC000004251
Contract Modifier: R03-MAR-23 10:46:36

Date:03/03/2023

Company Name: HYATTSVILLE, CITY OF

Attn:

Billing Address: 4310 GALLATIN ST

City, State, Zip: HYATTSVILLE , MD, 20781

Customer Contact: Richard Hartnett

Phone: 301-985-5083

Required P.O. :

PO # :

Customer # :1036336643

Bill to Tag # :

Contract Start Date :01-Jul-2023

Contract End Date :30-Jun-2024

Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
	SVC01SVC1420C	LOCAL INFRASTRUCTURE REPAIR	\$23,023.44
	LSV00S00157A	LOCAL DEVICE COMBO SVC	\$2,780.88
	SVC01SVC2012C	CONTRACT ADMINISTRATION SERVICE	\$9,882.12
	LSV00S00052A	LOCAL DEVICE COMBO SVC	\$1,963.80
		Subtotal - Recurring Services	\$3,137.52
		Subtotal - One-Time Event Services	\$0.00
		Total	\$37,650.24
		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA	

SPECIAL INSTRUCTIONS:

Including the following services for radio communications: Dispatch, Network Monitoring, Technical Support, Fixed Equipment Board Repair w/ Adv Replacement, Onsite Support (7x24x365), PTP Support, One (1) Network Preventative Maintenance and Software Maintenance Agreement.

Radio repair at Beltsville, MD FSO: Qty 49 APX7000 and Qty 55 APX7500.

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.



SERVICE AGREEMENT

500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

Quote Number : QUOTE-2072600
Contract Number: USC000004251
Contract Modifier: R03-MAR-23 10:46:36

Cyber Services / Opt-In Acknowledgement Section:

Note: This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>2</u>
Remote Security Update Service (RSUS)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>2</u>
Managed Detection and Response (MDR)	<input type="checkbox"/>	<input type="checkbox"/>	# <u>2</u>

* Service Opt-out - I have received a briefing on this service and choose not to subscribe.

** If Selecting "Not Applicable", please consider the following, and enter reason code:

- 1 ----- Infrastructure / Product / Release Not Supported
- 2 ----- Tenant or User Restrictions
- 3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE

TITLE

DATE

CUSTOMER (PRINT NAME)

Christina Villanueva

Customer Support Manager

6/12/2023

MOTOROLA REPRESENTATIVE(SIGNATURE)

TITLE

DATE



500 W Monroe Street
Chicago, IL. 60661
(888) 325-9336

SERVICE AGREEMENT

Quote Number : QUOTE-2072600
Contract Number: USC000004251
Contract Modifier: R03-MAR-23 10:46:36

Christina Villanueva

757-670-0479

MOTOROLA REPRESENTATIVE(PRINT NAME)

PHONE

Company Name : HYATTSVILLE, CITY OF
Contract Number : USC000004251
Contract Modifier : R03-MAR-23 10:46:36
Contract Start Date : 01-Jul-2023
Contract End Date : 30-Jun-2024

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Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.



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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Sept 03, 2022



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Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: Christina Villanueva

Name: Christina Villanueva

Title: Customer Support Manager

Date: 6/12/2023

Customer: _____

By: _____

Name: _____

Title: _____

Date: _____

Revised Sept 03, 2022



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-004-FY24

7/17/2023

9.b.

Submitted by: Allison Swift
Submitting Department: Police Department
Agenda Section: Consent

Item Title:

Renewal of Police Communications Agreement with the City of Hyattsville and City of Mount Rainier

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to execute an agreement with the City of Mt. Rainier which allows the Hyattsville Police Department to provide radio dispatching services and incoming call for police services (both emergency and non-emergency). This agreement is for a term of one (1) year.

Summary Background:

The Mount Rainier Police Department does not have the resources to provide law enforcement dispatching services to its officers. In response, the City of Hyattsville has contracted with them to provide these services for the past few years. The City would like to continue assisting by entering into an agreement to provide radio dispatching support when calls for service from the residents of Mount Rainier or incidents in their municipality occur.

Next Steps:

Execute agreement

Fiscal Impact:

The City of Mount Rainier will allocate \$90,000 annually to the City of Hyattsville for dispatching services.

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

1 **POLICE COMMUNICATIONS AGREEMENT**

2 **by and between**
3 **CITY OF HYATTSVILLE**
4 **and the**
5 **CITY OF MOUNT RAINIER**
6

7 **THIS AGREEMENT** is made this ____ day of July 2023, by and between the **CITY OF**
8 **HYATTSVILLE**, a body corporate and politic ("Hyattsville"), on behalf of the City of Hyattsville
9 Police Department, and the **CITY OF MOUNT RAINIER**, a body corporate and politic ("Mount
10 Rainier"), on behalf of the Mount Rainier Police Department, collectively referred to as "the
11 Parties."

12
13 **WHEREAS**, the Parties believe that coordinated law enforcement radio dispatching and
14 call taking is both cost effective and leads to better services; and
15

16 **WHEREAS**, Mount Rainier does not provide law enforcement dispatching for its police
17 department and has previously contracted with another local government for said dispatching; and
18

19 **WHEREAS**, Mount Rainier desires to have law enforcement dispatching for its police
20 department; and
21

22 **WHEREAS**, Mount Rainier and Hyattsville wish to enter into an agreement for Hyattsville
23 to furnish radio dispatching and to handle incoming calls for services for the Mount Rainier Police
24 Department, as specifically described herein; and
25

26 **WHEREAS**, the Parties' respective City Councils have authorized their Chief
27 Administrative Officers to enter into this Agreement; and
28

29 **WHEREAS**, the Parties are entering into this Agreement pursuant to said authorization.
30

31 **TERMS**
32

33 **NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained
34 herein and other good and valuable consideration, the sufficiency of which is hereby mutually
35 acknowledged, Hyattsville and Mount Rainier agree as follows:
36

37 **SECTION 1. SCOPE OF SERVICES**
38

39 **1.1.** Hyattsville shall provide police radio dispatching to Mt. Rainier, including handling
40 incoming calls for police services (both emergency and non-emergency) for Mount Rainier.

41 **1.2.** Hyattsville shall furnish labor, supervision, equipment, communications facilities,
42 and supplies as Hyattsville, in its sole discretion, deems necessary to perform the police dispatch

1 and call-taking services set forth in this Section. In the event that special supplies, including, but
2 not limited to, stationary, notices, and or forms are to be issued in the name of Mount Rainier,
3 then, and in that event, the same shall be supplied by Mount Rainier at its own expense.
4

5 **1.3.** Hyattsville shall use its own personnel when performing services under this
6 Agreement. The personnel selected by Hyattsville may be civilian staff or sworn officers or a
7 combination of both. Hyattsville reserves to its employees all rights and privileges set forth in (A)
8 the Hyattsville's Personnel Manuel, which sets forth Hyattsville's Rules, Regulations, and
9 Policies, and (B) the Hyattsville Police Department's General Orders, including attendance and
10 leave.
11

12 **SECTION 2. PERIOD OF PERFORMANCE**

13

14 **2.1.** The effective term of this Agreement is twelve (12) months, to commence on July
15 1, 2023.
16

17 **2.2.** The Parties, by mutual agreement, may extend the term of this Agreement for five
18 (5) additional twelve (12) month terms following the expiration of the initial terms. However, the
19 exercise of a renewal option is contingent on the availability (or appropriation) of funds for both
20 Hyattsville and Mount Rainier. For instance, if Hyattsville fails to appropriate the funds required
21 to perform the services set forth under this Agreement in a later fiscal year, Hyattsville's
22 performance shall terminate immediately upon close of the fiscal year for which funds have been
23 appropriated. Similarly, if Mount Rainier fails to appropriate the funds required to satisfy the
24 contract fee (any increase thereof under subsection 3.3.) in a later fiscal year, Mount Rainier shall
25 not receive services after the close of the fiscal year for which the funds were last appropriated.
26

27 **2.3.** If Mt. Rainier, after all of the renewal options set forth herein have been exercised,
28 desires to renew the Agreement for an additional renewal term, Mt. Rainier shall notify the Chief
29 of Police for the Hyattsville Police Department ("the Hyattsville Chief") in writing of said desire
30 no later than December 31st of the year preceding the expiration date of the fifth renewal term.
31 The Hyattsville Chief shall respond in writing no later than thirty (30) days after receiving Mt.
32 Rainier's notice.
33

34 **2.4.** Hyattsville agrees to perform all services required by this Agreement as
35 expeditiously as is consistent with good professional skill and best industry practice once
36 performance has commenced.
37

38 **SECTION 3. FEE FOR SERVICES**

39

40 **3.1.** In exchange for these good and valuable services, Hyattsville shall be paid Ninety
41 Thousand Dollars (\$90,000.00). This sum includes the following costs:
42

43 **3.1.1.** The basic salary and fringe benefits for one, full time

1 dispatcher/communications clerk.

2
3 **3.1.2.** An allowance for one (1) uniform for said dispatcher/communications clerk.

4
5 **3.1.3.** Overhead expenses incurred by Hyattsville administrative, supervision, and
6 management staff related to the services provided hereunder.

7
8 **3.2.** The Parties agree that Mount Rainier shall make monthly payments to be applied
9 against the total fee. The monthly fee payment shall be one twelfth (1/12) of the total fee, *i.e.*,
10 Seven Thousand Five Hundred Dollars (\$7,500.00). Payment is due on or before the tenth (10th)
11 day of each month throughout the term of this Agreement, commencing on July 10, 2023.

12
13 **3.3.** The Parties agree that, for each renewal term, the fee for services shall increase in
14 accordance with any increase to the cost of living as measured by the U.S. Bureau of Labor
15 Statistics, Consumer Price Index ("CPI") for the Washington-Arlington-Alexandria, DC-VA-MD-
16 WV region or an increase in Hyattsville's cost of staffing due to salary increases made in the
17 ordinary course of the implementation of Hyattsville's personnel policies.

18 19 **SECTION 4. MOUNT RAINIER'S OBLIGATIONS**

20
21 **4.1.** Mount Rainier shall assist Hyattsville, its agents, employees, and police officers,
22 agents and employees with facilitating and accomplishing the services required under this
23 agreement.

24
25 **4.2.** Mount Rainier shall not be required to pay, or assume liability for, the salaries,
26 wages, or other benefits of any Hyattsville personnel performing services hereunder for Mount
27 Rainier.

28
29 **4.3.** Mount Rainier shall not compensate, and does not indemnify, any Hyattsville
30 employee for injury or sickness arising out of his or her employment.

31
32 **4.4.** Mount Rainier shall designate a representative to serve as a liaison between Mount
33 Rainier and representatives of the Hyattsville Chief in matters pertaining to operational policies or
34 procedures of Hyattsville employees.

35 36 **SECTION 5. HYATTSVILLE'S OBLIGATIONS**

37
38 **5.1.** Hyattsville shall obtain and maintain such equipment as is necessary to perform the
39 services required by this Agreement. All equipment presently owned or purchased by Hyattsville,
40 including communication equipment and supplies, shall be and remain the property of Hyattsville.

1 **SECTION 6. ADMINISTRATION OF POLICE RADIO DISPATCH**
2 **AND CALLS FOR SERVICE**
3

4 **6.1.** This Agreement shall not affect any police services now or hereafter provided by
5 Mount Rainier for Mount Rainier residents generally within the City of Mount Rainier.
6

7 **6.2.** The Hyattsville Chief shall make all determinations in scheduling and designating
8 dispatchers and or communications clerks in connection with Hyattsville’s performance under this
9 Agreement.
10

11 **6.3.** The standards of performance, dispatching of employees, and other matters incident
12 to the performance of the services to be provided hereunder, and the employment terms of the
13 personnel providing such services shall be in accordance with Hyattsville practices.
14

15 **6.4.** Mount Rainier, after providing advance written notice to Hyattsville and with
16 Hyattsville’s consent, which shall not be unreasonably delayed, withheld, or conditioned, may
17 monitor the police radio dispatch and call taking services provided under this Agreement. Mount
18 Rainer agrees to abide by all instructions, directions, regulations, policies and or practices required
19 by Hyattsville when so monitoring.
20

21 **6.5.** The phone numbers for Mount Rainier police services, which Mt. Rainier shall have
22 automatically transferred to the Hyattsville Police Department’s Dispatch, effective July 1, 2023,
23 shall be as follows:
24

25 **6.5.1.** Police Emergency Services Only: (301) 985 – 6565
26

27 **6.5.2.** City of Mount Rainier (301) 985 – 6580 and (301) 985 – 6590 (between
28 5:00 p.m. and 9:00 a.m. on weekdays and during all weekend and holiday
29 hours)
30

31 **6.6.** Vehicle Impounds: Vehicle impounds will be released from Hyattsville twenty-four
32 (24) hours a day in accordance with Mount Rainier police procedures.
33

34 **6.7.** Citizen Complaints: Disputes between Mount Rainier citizens and Hyattsville’s
35 dispatcher or communications clerk about the handling of incoming calls for police services for
36 Mount Rainier shall be resolved through Hyattsville police policies and procedures. Citizen
37 complaint forms will be available at Mount Rainier and any written complaints received shall be
38 promptly forwarded to the Hyattsville Chief, or his or her designee.
39

40 **6.8.** National Crime Information Center (“NCIC”): Hyattsville shall complete all entries
41 to N.C.I.C. in connection with the services required to be performed under this Agreement, and
42 shall issue related case numbers.
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7.1.4. Finally, if the Mount Rainier Chief and the Hyattsville Chief cannot resolve the dispute, then the chiefs shall reduce the dispute to writing, including a full recitation of all claims and a description of the attempts at resolution, and submit said writing to Mount Rainier's City Manager and Hyattsville's City Administrator for resolution. The Mount Rainier City Manager and the Hyattsville City Administrator shall work cooperatively and collaboratively to resolve the dispute.

8.2. If any change under this Section causes an increase or decrease in the cost of, or the time required for, the performance of any part of this Agreement, an equitable adjustment shall be made and the Agreement modified in writing accordingly.

9.1. Mount Rainier shall be responsible for and indemnify, defend, and hold Hyattsville harmless against any claim for loss, personal injury, and or damage that may be suffered as a result of its own negligence or willful misconduct arising from this Agreement, including, but not limited to, reasonable attorneys' fees and other costs incurred by Hyattsville, in defending any such claim. Mount Rainier will notify Hyattsville in writing within ten (10) days of receipt of any claim or notice of claim made by any third parties against Mount Rainier regarding the services and work provided to Mount Rainier pursuant to this Agreement. Mount Rainier shall provide Hyattsville with copies of all claims, notice of claims, and all pleadings as the matter progresses.

1
2 **9.2.** Hyattsville shall be responsible for and indemnify, defend, and hold Mount Rainier
3 harmless against any claim for loss, personal injury, and or damage that may be suffered as a result
4 of its own negligence or willful misconduct in the performance of the services herein contracted
5 for or for any failure to perform the obligations of this Agreement, including, but not limited to,
6 reasonable attorneys' fees and other costs incurred by Mount Rainier, in defending any such claim.
7 Hyattsville will notify Mount Rainier in writing within ten (10) days of receipt of any claim or
8 notice of claim made by third parties against Hyattsville regarding the services and work provided
9 to Mount Rainier pursuant to this Agreement. Hyattsville shall provide Mount Rainier with copies
10 of all claims, notice of claims, and all pleadings as the matter progresses.

11
12 **9.3.** This Section shall survive termination of the Agreement.
13

14 **SECTION 10. INSURANCE**

15
16 **10.1.** Hyattsville and Mount Rainier shall purchase and maintain comprehensive third-
17 party legal liability insurance, or its equivalent, throughout the term of this Agreement in the
18 amount of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars
19 (\$2,000,000.00) aggregate, where insurance aggregates apply.
20

21 **10.2.** An insurance policy issued by the Local Government Insurance Trust satisfies the
22 obligation set forth in subsection 10.1.
23

24 **SECTION 11. TERMINATION**

25
26 **11.1.** This Agreement may be terminated by either party upon ninety (90) days written
27 notice to the other party.
28

29 **11.2.** In the event of termination that is not the fault of Hyattsville, Mt. Rainier shall pay
30 to Hyattsville the compensation properly due for services properly performed or goods properly
31 delivered prior to the effective date of the termination and for reasonable reimbursable expenses
32 properly incurred prior to termination.
33

34 **SECTION 12. APPLICABLE LAW**

35
36 **12.1.** The laws of the State of Maryland, excluding conflicts of law rules, shall govern
37 this Agreement as if this Agreement were made and performed entirely within the State of
38 Maryland. Any suit to enforce the terms hereof or for damages or other relief as a consequence of
39 the breach or alleged breach hereof shall be brought exclusively in the courts of the State of
40 Maryland in Prince George's County, and the Parties expressly consent to the jurisdiction thereof
41 and waive any right that they have or may have to bring such claim elsewhere.
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14.1. Required notices or communications under this Agreement shall be in writing and personally delivered, mailed, delivered by a reputable overnight delivery service, or e-mailed:

With a copy to: Mr. Linwood Alston
Chief of Police
City of Mount Rainier
3249 Rhode Island Avenue
Mount Rainier, Maryland, 20712
lalston@mountrainierpd.org

1
2 **14.2.** Notices by e-mail shall be deemed given when the recipient confirms receipt or
3 upon the expiration of twenty-four (24) hours after successful electronic transmission of the notice,
4 whichever occurs first.

5
6 **SECTION 15. SUCCESSORS AND ASSIGNS**
7

8 **15.1.** The Parties bind themselves, their partners, successors, assigns, and legal
9 representatives to this Agreement and to the partners, successors, assigns, and legal representatives
10 of such other party with respect to all covenants of this Agreement. Neither party shall assign,
11 sublet, or transfer its interest, including, but not limited to, the proceeds thereof, in this Agreement
12 without the written consent of the other party, such consent not to be unreasonably delayed,
13 withheld, or conditioned.
14

15 **SECTION 16. MISCELLANEOUS**
16

17 **16.1.** This Agreement contains the entire agreement between the Parties. All oral or
18 written negotiations and prior dealings are merged into this Agreement.
19

20 **16.2.** This Agreement is binding upon the Parties, their heirs, successors, administrators,
21 and assigns. Any amendment or modification to this Agreement must be in writing signed by both
22 parties.
23

24 **16.3.** The failure of the Parties to enforce any of the terms, conditions or covenants of
25 this Agreement is not a waiver of a subsequent breach or default of the terms of this Agreement.
26

27 **16.4.** If any term or provision of this Agreement shall be held invalid or unenforceable
28 to any extent, the remainder of this Agreement shall not be affected thereby, and each term and
29 provision of this Agreement shall be enforced to the fullest extent permitted by law.
30

31 **16.5.** All representations, warranties, covenants, conditions, and agreements contained
32 herein which either are expressed as surviving the expiration and termination of this Agreement
33 or, by their nature, are to be performed or observed, in whole or in part, after the termination or
34 expiration of this Agreement, shall survive the termination or expiration of this Agreement.
35

36 **16.6.** This Agreement shall not be construed in favor or against either party based on the
37 fact that it was drafted by Hyattsville.
38

39 **16.7.** This Agreement may be executed electronically and in counterparts. All such
40 counterparts will constitute the same Agreement and the signature of any Party to any counterpart
41 will be deemed a signature to, and may be appended to, any other counterpart. Executed copies
42 hereof may be delivered by e-mail and upon receipt will be deemed originals, regardless of whether
43 originals are delivered thereafter.
44

45 **16.8.** The recitals above are hereby incorporated into this Agreement.

1
2 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed
3 by their proper and duly authorized officers on the day and year first written above.

Attest:

City of Hyattsville:

By: _____
Laura Reams
City Clerk

By: _____
Tracey Douglas
City Administrator

Attest:

City of Mount Rainier:

By: _____
Melissa Sam
City Clerk

By: _____
Kourosh Kamali
City Manager



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-005-FY24

7/17/2023

9.c.

Submitted by: Sandra Shephard
Submitting Department: Community Services
Agenda Section: Consent

Item Title:
FY24 Northstar Tutoring Contract

Suggested Action:

I move that the Mayor and Council approve the FY24 Northstar Tutoring contract for tutoring and mentoring management services in the amount of \$80,000 in support of the City's teen and youth programming for students in grades K through 12, upon the review and approval by the City Attorney for legal sufficiency.

Summary Background:

Northstar has provided excellent individualized tutor/mentor matching to our Youth Center students over the past year. This Contract retains their services for another year, providing one-on-one tutoring year-round, including the during the summer months. The contract provides for the continuation of both in-person and virtual tutoring supporting a total of sixty (60) students.

Next Steps:

Execute Contract

Fiscal Impact:

\$80,000 as provided in approved FY24 budget

City Administrator Comments:

Recommend Support

Community Engagement:

N/A

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

Pending

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

THIS AGREEMENT is made this ____ day of July, 2023, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the “City,” and Northstar Tutoring, 2437 15th St. NW Washington, DC 20009, hereinafter referred to as “Contractor,” each individually referred to hereinafter as a “Party” and collectively referred to hereinafter as the “Parties.”

RECITALS

WHEREAS, the Hyattsville City Council determined that it is in the best interests of the residents of the City of Hyattsville to provide youth with tutoring and mentorship programs;

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract with an entity that will provide a tutoring and mentorship program (hereinafter, the “Project”);

WHEREAS, the Contractor is a nonprofit with years of experience executing tutoring-mentorship programming in the District of Columbia;

WHEREAS, the Contractor has agreed to collaborate with the City with respect to fundraising to attempt to cover the costs of the Project. If fundraising efforts are not successful, the City will pay the project costs to Contractor.

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:

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

ARTICLE I. SCOPE OF SERVICES

The Project will be carried out by the Contractor and shall include all work outlined in the recitals above, including:

A. The provision of a tutoring and mentorship program three days per week during weeks that Prince George’s County Public schools are in session, offering virtual programming for those who request online services, and offering at least ten (10) sessions of tutoring during the summer months and virtual programming for those who request online services. The City shall ensure space and/or virtual streaming software and support staff are available to Contractor for the execution of the program by Contractor.

B. The recruitment, training, screening and pairing of adult mentor tutors with up to sixty (60), but no less than fifty (50), mentee students in grades Kindergarten (K) through twelve (12) who participate in the City’s teen programs. Contractor is solely responsible for the employment and supervision of adult mentor tutors.

C. During weeks that PGCPs is in session, participation in a monthly meeting with City staff and school staff and/or teachers to track, measure and ensure student progress.

D. Contractor will provide quarterly written reports indicating attendance data and participant academic progress. The quarterly reports will be provided for the periods as follows: July – September, October – December, January – March and April – June.

E. Contractor will provide weekly attendance reports.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor and City agree to commence the project in July 2023 with continuing services provided through June 2024.

CITY OF HYATTSVILLE AGREEMENT

Contractor: Northstar Tutoring

ARTICLE III.

FEE FOR SERVICES

In exchange for these good and valuable services, the Contractor will receive an amount equal to Eighty Thousand Dollars (\$80,000.00), either from third parties that the City assists in soliciting, or in twelve (12) monthly installments of Six Thousand Six Hundred and Sixty Six Dollars (\$6,666), upon invoice from the Contractor to the City.

ARTICLE IV. ENTIRE AGREEMENT AND BINDING EFFECT

This Agreement contains the final and entire understanding of the parties with respect to the subject matter of this Agreement. There are no representations, terms, conditions, statements, warranties, promises or understanding other than those expressly set forth or referenced herein. This Agreement shall be binding upon the Parties, their heirs, personal representatives, successors, and assigns. No provision in this Agreement shall be interpreted for or against a party because that party or that party's attorney suggested language for or drafted such provision.

ARTICLE V. CONTRACTOR SERVICES

As directed by the City the Contractor shall:

- A. Be responsible for the presence of a qualified employee to carry out the tutoring and mentorship program on the days that it occurs at the City's teen program sites.
- B. Comply with the Prince George's County Code, the City of Hyattsville Code and Charter, and all pertinent Federal, State, and County laws and regulations.
- C. Attend hearings/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

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. Any revisions regarding compensation due to Contractor shall not be commenced without the City's written authorization approved by the City Administrator.

ARTICLE VI. CITY'S RESPONSIBILITY

The City shall provide the sites for the program, support staff, and assist in the recruitment of youth.

The City is not responsible for the supervision of Contractor's employees.

ARTICLE VII. COOPERATION

The Contractor agrees to perform its services under this Agreement 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.

ARTICLE VIII. SPECIAL PROVISIONS

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

B. 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.

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

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

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

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

ARTICLE IX. TERMINATION

A. This Agreement may be terminated by the City or Contractor upon not less than thirty (30) days written notice to the other Party.

B. No damages or expenses for lost profit, overhead or discontinuation of contract will be payable by the City.

ARTICLE X. 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 suit elsewhere.

ARTICLE XI. 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.

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

B. Any other written order from City, which causes any change, shall be treated as a change order under this Article, 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 Article or entitle Contractor to an equitable adjustment hereunder.

D. If any change under this Article 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 XII. SUCCESSORS AND ASSIGNS

The Parties each binds themselves, their partners, successors, assigns and legal representatives to this Agreement and to the partners, successors, assigns and legal representatives

CITY OF HYATTSVILLE AGREEMENT

Contractor: Northstar Tutoring

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 XIII. INSURANCE

A. Contractor shall obtain and maintain liability insurance coverage to cover the services provided under this Agreement and name the City as an additional insured providing proof of the same to the City. 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 ten days after notice to: Tracey Nicholson, 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:

CITY OF HYATTSVILLE AGREEMENT

Contractor: Northstar Tutoring

1. Personal injury liability insurance with a limit of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of One Million Dollars (\$1,000,000.00) for each occurrence and One Million Dollars (\$1,000,000.00) 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.

ARTICLE XIV. 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 Contractor's or Contractor's agents, servants or assigns 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

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

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 XV. MISCELLANEOUS

A. This Agreement is subject to audit by the City, and the Contractor agrees to make all of its records relating to this Agreement 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 may be amended only by written instrument signed by the duly authorized representatives of the City and the Contractor, except as specified in Article XI.

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

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

G. This Agreement may be executed electronically and in counterparts. All such counterparts will constitute the same Agreement and the signature of any party to any counterpart will be deemed a signature to, and may be appended to, any other counterpart. Executed copies hereof may be delivered by email and, upon receipt, will be deemed originals and binding upon the Parties hereto, regardless of whether originals are delivered thereafter.

H. Contractor shall be considered, for all purposes relating to this Agreement, an independent contractor. Contractor agrees that it is not an agent of the City and shall have no right or authority to enter into any agreements or otherwise bind the City or create any obligations on behalf of the City with any other parties. Nothing contained in this Contract will be construed to create the relationship of employer and employee, principal and agent, partnership or joint venture, or any other fiduciary relationship between the City and Contractor.

I. This Agreement shall not confer any rights or remedies upon any person other than the Parties and their respective successors and permitted assigns.

J. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Any waiver by the City of a requirement of this Agreement, including without limitation, any requirement that a notice be made in writing or that a notice or submission be made within a certain time, shall not operate as a waiver of the same or any other requirement of this Agreement, in any other circumstance or at any other time.

[The remainder of this page is intentionally left blank – signature page follows]

**CITY OF HYATTSVILLE
AGREEMENT**

Contractor: Northstar Tutoring

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

Witness/Attest:

Northstar Tutoring

By: _____(SEAL)
Jennifer Townsend
Executive Director

Date: _____

Witness/Attest:

The City of Hyattsville

Laura Reams
City Clerk

By: _____(SEAL)
Tracey Douglas
City Administrator

Date: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-006-FY24

7/17/2023

9.d.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
FY24 - Landscaping Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure not to exceed \$75,000 to Professional Lawn Maintenance Services (PLMS) for the FY24 portion of the existing landscaping contract.

Summary Background:

In the spring of 2021, the City awarded a three (3) year contract to PLMS to provide landscaping services for City Parks, Facilities, and other areas requiring regular landscaping maintenance.

Next Steps:

Issue the FY24 purchase order to complete year three (3) of the contract.

Fiscal Impact:

NTE \$75,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE AGREEMENT
--- Citywide Landscape Maintenance ---
Contractor: Professional Lawn Maintenance Services, LLC
RFP No.: DPW21-002
Contract No.: DPW21-002

THIS AGREEMENT is made this ____ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and **PROFESSIONAL LAWN MAINTENANCE SERVICES, LLC**, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding landscape maintenance;

WHEREAS, Contractor submitted a response to the City's Request for Proposal No. DPW21-002 dated February 3rd, 2021, hereinafter referred to as the "RFP"; and

WHEREAS, Contractor and the City, pursuant to that authorization, are entering into this Agreement for the above Project pursuant to a response to the City's RFP and all of Contractor's bid responses.

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, the RFP, Contractor's proposal dated February 22, 2021, and all other work as reasonably required by the City, including

those set forth elsewhere herein. In short, Contractor shall be responsible for providing alley maintenance at various locations around the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution this Agreement 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. This Agreement shall be in effect for one year from the date of execution thereof. The contract may be extended for an additional one-year term, at the sole discretion of the City, up to a maximum of three times.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services, Contractor will be paid on a per unit basis as set forth in Contractor's February 22, 2021 proposal, but in no event shall the total amount paid to Contractor exceed \$320,000.00 over the life of the Agreement, including any and all options that may be exercised by the City.

ARTICLE IV. THE CONTRACT DOCUMENTS

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

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFP DPW21-002, and
- C. Contractor Proposal dated February 22, 2021.

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, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearings or 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 his/her 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 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, Contractor shall notify the City in writing of any information or requirements provided by the City, which Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

Contractor agrees to perform the services identified within this Agreement 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 upon Contractor's request in the interest of expediting the Agreement. Waiver shall not constitute a waiver of any liability

ensuing therefrom.

C. Except as otherwise provided in the documents incorporated into this Agreement, 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 Agreement 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 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. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement or equitable adjustment in the event of termination by the City.

C. In the event that 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 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 Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement 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 suit 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 sums payable under this Agreement, pursuant to 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 themselves, their 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)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

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 \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 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.

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 Contractor or any subcontractor regarding the services and work provided to the City pursuant to this Agreement. 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, 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. Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that Contractor 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 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 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 Contractor against any compensation due to 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 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 Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of 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 Contractor.

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

(The remainder of this page is intentionally left blank)

Witness/Attest:



Professional Lawn Maintenance Services, LLC

By:  (SEAL)
Date 3/26/2021

Witness/Attest:

The City of Hyattsville

Clerk

By: _____ (SEAL)
Date



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-007-FY24

7/17/2023

9.e.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

FY24 - Alley Maintenance Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure to Professional Lawn Maintenance Services (PLMS) for an amount not to exceed \$35,000 for the FY24 portion of the Alley Maintenance contract.

Summary Background:

In the spring of 2021, the City awarded a three (3) year contract to PLMS provide alley maintenance services for City alleys, roads, and other areas requiring regular maintenance.

Next Steps:

Issue a purchase order for FY24 contracted services.

Fiscal Impact:

NTE \$35,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

CITY OF HYATTSVILLE AGREEMENT

--- Citywide Alley Maintenance ---

Contractor: Professional Lawn Maintenance Services, LLC

RFP No.: DPW21-003

Contract No.: DPW21-003

THIS AGREEMENT is made this ____ day of March 2021, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and Professional Lawn Maintenance Services, LLC, hereinafter referred to as "Contractor."

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract regarding alley maintenance;

WHEREAS, Contractor submitted a response to the City's Request for Proposal No. DPW21-003 dated February 3, 2021, hereinafter referred to as the "RFP"; and

WHEREAS, Contractor and the City, pursuant to that authorization, are entering into this Agreement for the above Project pursuant to a response to the RFP and all of Contractor's bid responses.

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, the RFP, Contractor's proposal dated February 22, 2021, and all other work as reasonably required by the City, including

those set forth elsewhere herein. In short, Contractor shall be responsible to provide for alley maintenance at various locations around the City.

ARTICLE II. PERIOD OF PERFORMANCE

Contractor agrees to commence work immediately upon execution of this Agreement 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. This Agreement shall be in effect for one year from the date of execution thereof. This Agreement may be extended for an additional one-year term, at the sole discretion of the City, up to a maximum of three times.

ARTICLE III. FEE FOR SERVICES

In exchange for these good and valuable services Contractor will be paid on a per unit basis as set forth in Contractor's February 22, 2021 proposal, but in no event shall the total amount paid to Contractor exceed \$140,000.00 over the life of the Agreement, including any and all options that may be exercised by the City.

ARTICLE IV. THE CONTRACT DOCUMENTS

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

- A. City of Hyattsville Bidding Specifications and Standards for Public Works Construction, Goods or Services,
- B. RFP DPW21-003, and

C. Contractor Proposal dated February 22, 2021.

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, Maryland Department of Agricultural Pesticide Laws and Regulations and all pertinent Federal, State and County laws and regulations.

C. Attend hearings or 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 his/her 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 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, Contractor shall notify the City in writing of any information or requirements provided by the City, which Contractor believes to be inappropriate.

ARTICLE VII. COOPERATION

Contractor agrees to perform the services identified within this Agreement 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 upon Contractor's request

in the interest of expediting this Agreement. Waiver shall not constitute a waiver of any liability ensuing there from.

C. Except as otherwise provided in the documents incorporated into this Agreement, 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 Agreement 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 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. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement or equitable adjustment in the event of termination by the City.

C. In the event that 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 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 Contractor had there been no termination. The City shall not be liable for any damages, costs or expenses for lost profit, overhead or discontinuation of the Agreement 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 suit 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 sums payable under this Agreement, pursuant to 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 themselves, their 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. 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)."

The provisions of XIV.A. shall also apply to any other coverages identified in this Article XIV in order to ensure that the Certificate, deductible, and endorsement requirements are met as to each specific type of coverage required in this Article XIV. The amount of coverage and the deductible specified elsewhere in this Article XIV regarding types of insurance coverage is controlling.

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 \$2,000,000.00 aggregate, where insurance aggregates apply; and

2. Property damage liability insurance with limits of \$1,000,000.00 for each occurrence and \$2,000,000.00 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.

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 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, 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. Contractor hereby indemnifies and holds harmless the City from damages and costs arising from any claim that Contractor has failed to conform to the applicable provisions of the Americans with Disabilities Act.

ARTICLE XVII. CERTIFICATIONS OF CONTRACTOR

Contractor and the individual executing this Agreement on 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 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 Contractor against any compensation due to 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 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 Contractor hereby covenants, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of 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.

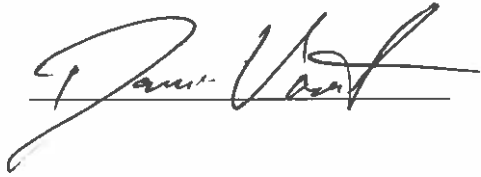
E. This Agreement represents the entire and integrated Agreement between the City and Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the duly authorized representatives of the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

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

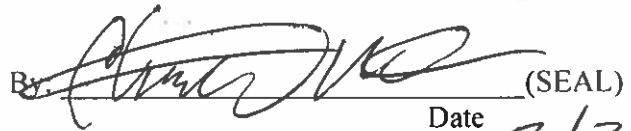
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their proper and duly authorized officers, on the day and year first above written.

(The remainder of this page is intentionally left blank)

Witness/Attest:



Professional Lawn Maintenance Services, LLC

By:  (SEAL)

Date 3/26/2021

Witness/Attest:

The City of Hyattsville

Clerk

By: _____ (SEAL)
Date



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-008-FY24

7/17/2023

9.f.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Adirondack Tree Experts Contract - Option Year 5

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to execute option year five (5) of the Urban Tree Care contract with Adirondack Tree Experts and authorize an expenditure not to exceed \$185,000 for continued services.

Summary Background:

In December 2018, the City Council authorized a contract for Urban Tree Care with Adirondack Tree Experts for one (1) year with up to five (5) one (1)-year extensions. The City exercised option year one (1) in FY20, option year two (2) in FY21, option year 3 in FY22, option year 4 in FY23 and is now exercising option year five (5).

Next Steps:

Issue the purchase order for the FY24 option year.

Fiscal Impact:

NTE \$185,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

AGREEMENT

THIS AGREEMENT is made this _ 22 _ day of _ October _____, 2018, by and between **THE CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter referred to as the "City," and **Adirondack Tree Experts**, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, the Hyattsville City Council authorized the City Administrator to enter into a contract for Tree Maintenance 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 Proposals, 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, by street section, by block number, 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.

- A. 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.

- B. Attend hearing/conferences with City or persons designated by City as necessary for the successful completion of this Agreement.

- C. 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.

- D. 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 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.

B. 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.

C. 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.

D. 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.

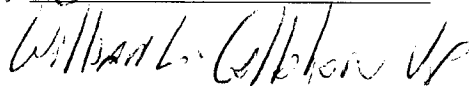
D. All representations, warranties, covenants, conditions and agreements contained herein which either are expressed as surviving the expiration and termination of this Agreement or, by their nature, are to be performed or observed, in whole or in part, after the termination or expiration of this Agreement 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: 

 VP

THE MAYOR AND CITY COUNCIL OF HYATTSVILLE

By: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-009-FY24

7/17/2023

9.g.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

FY24 - Building Cleaning Contract Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure to Sentral Services for an amount not to exceed \$100,000 for the FY24 portion of the Building Cleaning Contract.

Summary Background:

In the spring of 2021, the City awarded a three (3)-year contract to Sentral Services to provide building cleaning services for all City building and facilities.

Next Steps:

Issue a purchase order for the FY24 portion of the contract.

Fiscal Impact:

NTE \$100,000

City Administrator Comments:

Recommend support.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete



City of Hyattsville

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Agenda Item Report

File #: HCC-252-FY21

3/15/2021

8.c)

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:
Award of Building Cleaning Contract

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Sentral Services for cleaning of City buildings and authorize an expenditure not to exceed \$100,000 per year for the life of contract, pending review of the City Attorney.

Summary Background:

In January 2021 City staff solicited a request for proposal (RFP) for building cleaning maintenance. The City received six (6) proposals in response to the RFP. After reviewing the proposals, it was determined that Sentral Services was both responsive and responsible, and provided the best value for the City.

Next Steps:

Complete the contract with Sentral Services.

Fiscal Impact:

NTE \$100,000 per year

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending



City of Hyattsville

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Agenda Item Report

File #: HCC-010-FY24

7/17/2023

9.h.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Approval of Funding for FY24 Lease of 4629 Arundel Place

Suggested Action:

I move that the Mayor and Council authorize an expenditure of \$42,000 to Phu Than Neuyen for the lease of 4629 Arundel Place from July 1, 2023 - June 30, 2024 utilizing the existing lease agreement.

Summary Background:

In July of 2022, the Mayor and Council authorized an extension of the current lease of 4629 Arundel Place. The Department of Public Works and Mr. Neuyen would like to exercise the option to extend the lease for an additional year.

Next Steps:

Issue a Purchase Order

Fiscal Impact:

\$42,000

City Administrator Comments:

Recommend approval. The space which is adjacent to the Department of Public Works (DPW) yard provides storage for equipment and supplies. It also allows for staff and city vehicle parking, a bus charging station and will support the environmental depot.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A

LEASE AGREEMENT

THIS LEASE AGREEMENT is made this 1st day of August 2022, by and between the **CITY OF HYATTSVILLE**, a municipal corporation of the State of Maryland, hereinafter “the City,” and **NGUYEN PHU THANH**, hereinafter referred to as “Owner.”

RECITALS

WHEREAS, the City and Owner are collectively referred to herein as “the Parties,” and

WHEREAS, the City’s Department of Public Works, hereinafter referred to as “the DPW,” is located at 4637 Arundel Place, Hyattsville, Maryland 20781, hereinafter referred to as “the DPW Building,” and

WHEREAS, the City is in need of additional storage and parking space at DPW, hereinafter referred to as the “Project”, and

WHEREAS, Owner is desirous of assisting the City in achieving the Project by making the property located at 4629 Baltimore Avenue, Hyattsville, Maryland 20781, hereinafter referred to as “the Premises,” available to the City for its use and occupancy on a limited and temporary basis, and

WHEREAS, for the purpose of DPW storage and parking, the Mayor and City Council has authorized the City Administrator to enter into this Agreement, and

WHEREAS, the City and Owner are entering into this Agreement pursuant to that authorization and to expedite the Project’s completion.

TERMS

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

SECTION 1. PREMISES

1.1. Owner hereby grants to the City, and the City hereby accepts from Owner, the right to occupy the Premises, including its structures and parking lot.

1.2. The right granted by Owner to the City to occupy the Premises shall include access, ingress, and egress to, and use of, the Premises as a parking lot and for the Project, including, but not limited to, employee parking, pick up and drop off of equipment and other material, storage and material management, and all other activities as may be related to the Project.

1.3 The City agrees that Owner has no obligation to make any alterations, modifications,

or additions to the Premises, its structures, or parking lot as a condition precedent to the effectiveness of this Agreement.

SECTION 2. DURATION AND RENT

2.1. Owner hereby leases unto the City the Premises for a period of twelve (12) months, which is to commence August 1, 2022, and end on July 31, 2023, hereinafter the “effective term,” at a fixed rental fee of Forty-Two Thousand Dollars (\$42,000.00), payable in equal monthly installments of Three Thousand Five Hundred Dollars (\$3,500.00), due and payable on or before the 1st day of the month.

2.2. Rent payments shall be paid in lawful money of the United States by [x] cash, [x] personal check, or [x] cashier’s check.

2.3. Rent payments shall be made payable to Nguyen Phu Thanh and mailed or delivered to following address: 6605 Cipriano Rd, Lanham, MD 20706.

2.4. The Parties expressly agree that no security deposit shall be required of the City.

2.5. In the event the City shall elect to terminate this Agreement, or any renewal or extension thereof, prior to the expiration of the effective term, Owner agrees to permit said early termination upon the City giving to Owner thirty (30) days prior written notice of the City’s intent to terminate. The City shall not be required to pay the monthly rental fee to Owner for any months beyond the end of the month in which the City elects to terminate this Agreement.

2.6. This Agreement may be extended by the City upon the City giving to Owner thirty (30) days prior written notice of the City’s intent to extend this Agreement.

SECTION 3. USE OF PREMISES

3.1. The City shall use and occupy the Premises for the purposes of achieving the Project as specified in this Agreement and for no other purpose.

3.2. The City shall comply with the laws, rules and regulations of any federal, State, or County authority, or with any notice from any insurance company pertaining to the City’s occupancy or use of the Premises, provided that such notice is timely served on the City.

3.2.1. Legal. The City shall not use or permit the Premises or any part thereof to be used in violation of any present or future applicable law, regulation or ordinance, or of the certificate of occupancy issued for the Premises or its buildings and parking lot and shall immediately discontinue any use of the Premise which is declared by any governmental authority having jurisdiction to be in violation of law or said certificate of occupancy.

3.2.2. Fire and Safety. The City shall not do, or permit anything to be done in the Premises, or bring or keep anything therein, which will in any way increase the rate of fire

insurance on the building, or invalidate or conflict with fire insurance policies on the Premises, its buildings, fixtures, or on property kept therein.

3.2.3. Environmental Protection. The City shall not generate, use, release, store, or dispose of any hazardous materials in or about the Premises except the City may use, store, and dispose of Hazardous Materials that are both (i) in compliance with Environmental Laws and with permits issued pursuant thereto (if such permits are required), if any, and (ii) either (A) in the case of Hazardous Materials, in amounts not in excess of that necessary to operate the Premises for the purposes set forth herein or (B) fully disclosed to and approved by Owner. Hazardous Materials mean (a) "hazardous wastes" as defined under any applicable Environmental Law (hereinafter defined), (b) "hazardous substances" as defined by any applicable Environmental Law, (c) "toxic substances" as defined by any applicable Environmental Law, (d) "hazardous materials" as defined by any Environmental Law, (e) petroleum products, (f) chlorofluorocarbons, and (g) substances whose presence could be detrimental to the Premises or hazardous to health or the environment. "Environmental Law" means any federal, state or local statute, rule, regulation, ordinance, code, policy or rule of common law now or hereafter in effect and in each such case as amended, and any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to the environment, health, safety, or hazardous materials, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq.*; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq.*; the Atomic Energy Act, 42 U.S.C. §§ 2011 *et seq.*; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq.*; and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 *et seq.*

3.3. The City shall not make any alterations, additions, or improvements, structural or otherwise in or to the Premises.

SECTION 4. UTILITIES AND SERVICES

4.1. Owner shall furnish sufficient electrical service for normal and routine lighting, heat and air conditioning for the Premises' buildings.

4.2. Owner shall provide running water at the Premises' buildings.

4.3. The City shall provide its own cleaning, routine maintenance, pest control, janitorial and trash removal services for the Premises at its own cost and expense.

4.4. Owner shall provide a key and or an electronic card-key access control system for entry to the Premises and or the Premises' buildings.

SECTION 5. OWNER'S RIGHT OF ENTRY

5.1. Owner shall have the right to enter the Premises upon providing the City with twenty-four hours advanced notice (a) to make inspections or to make repairs to the Premises or other premises as Owner may deem necessary; and (b) for a purpose relating to the safety, protection, or preservation of the Premises' buildings.

5.2. Owner shall use reasonable efforts to minimize interference to the City's use and occupancy of the Premises when making repairs, but Owner shall not be required to perform the repairs at any time other than during normal working hours.

SECTION 6. MAINTENANCE AND REPAIRS

6.1. Owner shall make structural repairs to the Premises necessary for safety and occupancy, and shall maintain and repair, if necessary, all building equipment serving the Premises and all exterior plate glass in the Premises.

6.2. If Owner determines that the Premises, its buildings, or parking lot has been damaged, Owner agrees to notify the City's Project Manager, in writing, of said damage within ten (10) business days of that determination. The written notice must: identify the damaged property, state any known causes, provide an approximate repair or replacement cost, and recommendation for, or proposed action by, the City. If no written notice is delivered to the City's Project Manager, or if it is not timely, the Parties agree that any claim for damage is waived.

6.3. The City shall keep the Premises and the fixtures and equipment therein in good order and in a clean, safe and sanitary condition, will take good care thereof and will suffer no waste or damage thereto. At the expiration or other termination of the effective term, the City will surrender the Premises, its buildings, and parking lot broom clean and in the same order and condition in which they were on the commencement date, ordinary wear and tear excepted.

SECTION 7. THE CITY'S RESPONSIBILITIES

7.1. The City's Public Works Deputy Director, namely, Mr. Hal Metzler, will monitor activities on behalf of the City relating to the City's use of the Premises. Mr. Metzler may be reached at (301) 985 – 5000 (office) or at (240) 832 – 6959 (mobile).

7.2. The City will require that its employees conduct their operations at the Premises in a workmanlike manner.

7.3. The City will provide Owner with proof of insurance as set forth in Section 9.

SECTION 8. DEFAULT

8.1. Each of the following shall be deemed an Event of Default and a breach of this Agreement:

8.1.1. A failure by the City to remit the rental fee to Owner when due as set forth in Section 2 above. Under such circumstances, Owner shall not be permitted to repossess the premises unless the City has failed to pay the monthly rental fee for three (3) consecutive months.

8.1.2. Any act or failure to act by Owner with respect to the Premises that unreasonably delays the City's efforts to complete the Project.

SECTION 9. INSURANCE

9.1. The City shall obtain and maintain liability insurance coverage.

9.1.1. The City shall, within ten (10) days of the execution of this Agreement, file with Owner, the Certificate from an insurance company authorized to do business in the State of Maryland and satisfactory to Owner 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). The City shall be fully and completely responsible to pay the deductible.

9.1.2. Unless waived by Owner, 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 cancelled, changed, allowed to lapse, or allowed to expire until thirty (30) days after notice to: Nguyen Phu Thanh, 6605 Cipriano Rd, Lanham, MD 20706.

9.2. In addition, the City 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:

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

9.2.2. Property damage liability insurance with limits of One Million Dollars (\$1,000,000.00) for each occurrence and Five Million Dollars (\$5,000,000.00) aggregate, where insurance aggregates apply.

SECTION 10. LIABILITY

10.1. The City, or its agents, servants, or employees, shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity,

water, rain, or snow or leaks from any part of the Premises, its buildings, or parking lot, including the roof, or from the pipes, conduits, appliances or plumbing works, or from the roof, street, or subsurface or from any other place or by dampness or by any other cause of whatsoever nature, unless caused by or due to the gross negligence of the City, its agents, servants, or employees.

10.2. The City shall not be liable in any manner to Owner, his agents, employees, licensees, or invitees for any injury or damage to Owner, his agents, employees, licensees, or invitees or their property by the criminal or intentional misconduct of third parties, unless said third parties are agents of the City. All claims against the City for any such damage or injury are hereby expressly waived by Owner, and Owner hereby agrees to hold harmless and indemnify the City from all such damages and the expense of defending all claims made by Owner's agents, employees, licensees, or invitees arising out of such acts.

SECTION 11. CERTIFICATIONS OF OWNER

11.1. Owner warrants he has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for him, to solicit or secure this Agreement, and that he 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.

SECTION 12. SET-OFF

12.1 In the event the Owner shall owe an obligation of any type whatsoever to City at any time during the effective term, or after the termination of the relationship created hereunder, the City shall the right to offset any amount so owed by the Owner against any compensation due to the Owner by the terms of this Agreement.

SECTION 13. NOTICES

13.1. Notices pursuant to this Agreement shall be given by United States Mail, postage pre-paid, addressed as follows:

The City:	Tracey E. Douglas Administrator City of Hyattsville 4310 Gallatin Street Hyattsville, MD 20781
Owner:	Nguyen Phu Thanh 6605 Cipriano Road Lanham, MD 20706

13.2. Alternatively, notices required pursuant to this Agreement may be personally

served on the Owner.

13.3. Notice shall be deemed given as of the date of personal service or as of the date of deposit of such written notice into the United States Mail Service.

SECTION 14. APPLICABLE LAW

14.1. 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.

SECTION 15. SUCCESSORS AND ASSIGNS

15.1. The Parties bind themselves, their 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 its interest, including, but not limited to, the proceeds thereof, in this Agreement without the written consent of the other party.

SECTION 16. MISCELLANEOUS

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

16.2. Neither the City nor the Owner has made any representations or promises with respect to the Premises or the Premises' buildings and parking lot except as herein expressly set forth.

16.3. The neuter, feminine, or masculine pronoun when used herein shall each include each of the other genders and the use of the singular shall include the plural.

16.4. All section and paragraph captions, marginal references, and table of contents in this Agreement are inserted only as a matter of convenience, and in no way amplify, define, limit, construe, or describe the scope or intent of this Agreement nor in any way affect this Agreement.

16.5. If any term or provision of this Agreement or applications thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

16.6. 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.

16.7. This Agreement represents the entire and integrated Agreement between the City and Owner 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 Owner.

16.8. This Agreement shall not be construed in favor or against either party based on the fact that it was drafted by the City.

16.9. This Agreement may be executed in counterparts.

16.10. This Agreement may be executed electronically.

[The remainder of this page is intentionally left blank—signature page follows]

IN WITNESS WHEREOF, the City and Owner have executed this Contract as of the date first written above.

Owner

By: 
Witness

By: 
Nguyen Phu Thanh

The City of Hyattsville

By: 
Witness

By: Tracey Douglas
Tracey E. Douglas
City Administrator
2022-08-25

Signature Certificate

Reference number: DGH6P-XWGW-H-GWR6C-OXDE7

Signer	Timestamp	Signature
Tracey Douglas Email: tnicholsondouglas@hyattsville.org Sent: 18 Aug 2022 22:57:11 UTC Viewed: 25 Aug 2022 20:16:16 UTC Signed: 25 Aug 2022 20:17:13 UTC Recipient Verification: ✓Email verified 25 Aug 2022 20:16:16 UTC		 IP address: 162.247.193.65 Location: Greenbelt, United States

Document completed by all parties on:
25 Aug 2022 20:17:13 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.





City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-011-FY24

7/17/2023

9.i.

Submitted by: Sandra D. Shephard
Submitting Department: Community Services
Agenda Section: Consent

Item Title:

2023 Memorandum of Understanding with Capital Area Food Bank for Monthly Mobile Market

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into a Memorandum of Understanding with the Capital Area Food Bank for the establishment of a Mobile Market to include the monthly receipt and distribution of fresh produce at First United Methodist Church from July 1, 2023 through June 30, 2024 .

Summary Background:

Since 2020, the City has coordinated with the Capital Area Food Bank (CAFB) to provide food to families in need during COVID-19. The City was notified in March of 2022 that the emergency weekly delivery of non-perishable food boxes would conclude at the end of June 2022. The CAFB offered the City the opportunity to become a regular partner for a monthly produce distribution through their Mobile Market program. Under this agreement, CAFB delivers pallets of fresh produce which City staff and volunteers sort and pack prior to being distributed to families who are food insecure. Mobile Market produce is provided at no charge to the City or the recipients.

Next Steps:

Execution of MOU

Fiscal Impact:

None

City Administrator Comments:

Recommend approval

Community Engagement:

NA

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending



FY24 MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is made between the Capital Area Food Bank (hereafter referred to as CAFB) and Partners (hosting agencies, Site Coordinator(s), and others essentially involved, hereafter referred to as Site Partner) in the establishment and continuance of the Mobile Market Program. This agreement is made with the Site Partner who will coordinate Mobile Market distributions from July 1, 2023 – June 30, 2024.

RELATIONSHIPS AND RESPONSIBILITIES

CAFB will work in collaboration with local entities (i.e., partner agencies, community organizations, faith-based organizations, educational institutions, and government offices/departments) in communities identified as food insecure.

Capital Area Food Bank

CAFB will deliver fresh produce and any other available goods, offer annual training for Site Partners, and, when possible, provide other resources that may be useful to the community.

Site Monitoring

The site will be monitored by authorized CAFB staff on a regular basis. *Visits from CAFB personnel may be announced or unannounced.*

Site Partner

The Site Coordinator and other key contacts must be readily available by email and phone; the Site Partner must inform the CAFB Mobile Market Coordinator of any changes in information regarding the distribution site or personnel. The Site Partner is responsible for receiving food deliveries, coordinating market set-up, distribution, and clean-up, recruiting and training volunteers, market promotion, data submission, and attending annual Mobile Market Recertification Training.

Non-discriminatory Pledge

The Site Partner will not engage in discrimination, in the provision of service, against any person because of race, color, citizenship, religion, sex, national origin, ancestry, age, marital status, disability, sexual orientation, gender identity, unfavorable discharge from the military, or status as a protected veteran.

DISTRIBUTIONS

The Site Partner shall assume responsibility for the orderly distribution of food.

Frequency

The frequency of the Mobile Market will be mutually agreed upon by CAFB and the Site Partner. As CAFB expands the Mobile Market program and evaluates needs in its service area, it may be appropriate to adjust the frequency (more or less), and arrangements will be made with the Site Partner. In areas where need is less severe or where the Mobile Market has attained a certain level of met need, the frequency of the Mobile Market may be adjusted.

People Served

The number of families to be served will be adjusted as community need indicates and agreed upon by the CAFB Mobile Market Coordinator and Site Partner. The target average number of families served for each Mobile Market distribution is 100.

Safety

The Site Partner is responsible for ensuring that Mobile Market volunteers and attendees remain a safe distance from the CAFB truck at all times. The Site Partner and volunteers are responsible for their own safety while conducting the Mobile Market. Volunteers will be needed to handle food items, which could include taking food from cases and unpacking it onto tables, bagging food items for distribution, breaking down cardboard cases, and separating trash.

Food Safety

The Site Partner affirms the safe and proper handling of the product, which conforms to all local, state, and federal regulations. All Mobile Market distributions will have at least one coordinator onsite and in attendance who has received ServSafe for Food Banks or ServSafe Food Handler food safety training.

Gleaning

Please be aware that due to the fresh nature of the produce provided, some spoilage is to be expected. Please contact the CAFB Mobile Market Coordinator only to report *more than 10%* spoilage in any item delivered (with photos if possible).

Food for Non-attendees

Mobile Market attendees are discouraged from picking up food for others. The Site Partner agrees to inform attendees who request to pick up food for someone who could not attend the market that it is not encouraged and that once food items leave the market CAFB and the Site Partner are not responsible for what happens to the items.

Food for Volunteers

The Site Partner is responsible for training all volunteers and monitoring volunteers throughout the distribution to ensure policy compliance including, but not limited to:

- Prohibiting the consumption of food delivered to site during the distribution.
- Informing volunteers that they are *not* to benefit from the Mobile Market distribution unless they have been approved as recipients by the Site Partner. If volunteers are also recipients, they should receive the same items and the same amounts of each item as all other recipients to ensure fair and equitable distribution practices.
- Ensuring that volunteers do not receive preferential treatment for receiving food. Volunteers must agree to wait until the end of the distribution before being served.

Undistributed Food

The Site Partner agrees to inform the CAFB Mobile Market Coordinator if the amount of food sent to the site exceeds the number of families served so that adjustments can be made. At the conclusion of each Mobile Market distribution, when all recipients have been served equitably, any remaining food items must be given to a CAFB Partner in good standing. Due to IRS regulations, remaining food items cannot be given to groups, agencies, or organizations who are not current CAFB Partners.

Clean-up

The Site Partner agrees to leave premises in clean and appropriate condition. Volunteers should be available to assist with clean-up both during and after the distribution. The site must have appropriate trash receptacles to dispose of unusable products.

Pallets

The site should dispose of pallets or store them neatly and safely until the next distribution. When storing pallets, the Site Partner is responsible for ensuring that the pallets are stacked in a safe and accessible location for the driver to pick up. If pallet pickup is necessary, the Site Partner must communicate with the driver or CAFB Mobile Market Coordinator.

Cancellations

The Site Partner has the authority to cancel a distribution or discontinue a Mobile Market if circumstances that would jeopardize the integrity or orderliness of the Mobile Market arise. The Site Partner must inform the CAFB Mobile Market Coordinator of any cancellation or discontinuation at least *one week prior* to the next scheduled delivery.

Inclement Weather

The Site Partner shall have primary responsibility in deciding when weather will prohibit distribution on the given day and time. Factors that may influence such decisions include, but are not limited to, site safety, accessibility, and availability of volunteers. If the Food Bank is open, CAFB will assume the Mobile Market will operate unless notified by the Site Partner. This notification should happen *as early as possible*. The Site Partner can make arrangements for an alternate (or indoor) location to avoid the possibility of cancellation. If alternate arrangements are made, this should be communicated with the CAFB Mobile Market Coordinator as soon as possible.

If CAFB is closed due to inclement weather, Mobile Markets will be cancelled. If able, CAFB will notify the Site Partner of the closure as soon as a decision is made. This information will also be available on the CAFB website and on the main phone line (202)644-9800. CAFB cannot guarantee a postponement or rescheduling of the Mobile Market due to overall scheduling and availability of staff and drivers.

DATA COLLECTION AND SUBMISSION

The Site Partner will assume the responsibility of providing CAFB with accurate records of the number of families served at the Mobile Market within 5 business days of the distribution. The Site Partner is required to submit data after each distribution. Data will be submitted online by the Site Partner via KeySurvey. If the Site Partner has internet access issues, it is the responsibility of the Site Partner to discuss alternative ways to submit the data with the CAFB Mobile Market Coordinator. Failure to meet data submission requirements will result in a warning from the CAFB Mobile Market Coordinator.

POLICIES AND PROCEDURES

The Partner Site agrees to abide by all CAFB policies and procedures.

Policy Violations

CAFB reserves the right to suspend or terminate operations of Mobile Markets based on policy violations including, but not limited to, lack of order witnessed at site, distribution abuses unaddressed by site, or delinquent data reporting. Additionally, selling or exchanging food bank items for money, services, or fundraising purposes (i.e., flea markets, yard sales, food sales) is strictly prohibited. CAFB will discuss any such relevant matters with the Site Partner in a timely manner prior to any suspension and will work diligently with the Site Partner on any necessary corrective actions.

Suspension

Use of food bank items for unauthorized purposes will result in suspension. Failure to rectify data submission issues after a warning will result in suspension.

Termination

Continued use of food bank items for unauthorized purposes after a suspension will result in termination. Failure to rectify data submission issues after a suspension will result in termination of the Mobile Market program.

CONTACT INFORMATION

Site Coordinator

Name: _____

Email Address: _____

Phone Number: _____

Alternate Contact

Name: _____

Email Address: _____

Phone Number: _____

Site Information

Site Partner (organization) Name: _____

Delivery Site Name: _____

Delivery Site Address: _____

Regular Delivery Date (i.e., 1st Monday of each month): _____

Regular Delivery Window (2-hour time period): _____

Regular Distribution Date (i.e., 1st Monday of each month): _____

Regular Distribution Window (time period of distribution): _____

CAFB Partner to receive undistributed food: _____

STATEMENT OF AGREEMENT

This MOU is agreed upon as written with the following provisions: any party may withdraw from this MOU at any time with written notice; this MOU may be modified and amended with written agreement of the signed parties. Dates effective: 07/01/2023 - 06/30/2024.

Site Coordinator Name

Site Coordinator Signature

Date: _____

CAFB Community-Based Programs Manager

Date: _____

CAFB Direct Distributions Program Director

Date: _____



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-012-FY24

7/17/2023

9.j.

Submitted by: Sandra D. Shephard
Submitting Department: Community Services
Agenda Section: Consent

Item Title:

FY24 Budget Amendment - Acceptance of Donation from Council Member Wanika Fisher

Suggested Action:

I move that the Mayor and Council accept and appropriate \$2,000 from Prince George's County Council Member Wanika Fisher in support of the City's initiatives to provide backpacks and school supplies to children and youth in the City.

Summary Background:

Prince George's County Council Member Wanika Fisher provided a generous donation of \$2,000 in support of the City's efforts to provide backpacks and school supplies to children and youth in the community in preparation for the start of the 2023/2024 school year.

Next Steps:

Accept and appropriate funds

Fiscal Impact:

\$2,000

City Administrator Comments:

Recommend support

Community Engagement:

N/A

Strategic Goals:

Goal 5 - Strengthen the City's Identity as a Diverse, Creative, and Welcoming Community

Legal Review Required?

N/A



City of Hyattsville

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4310 Gallatin Street, 3rd Flr
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(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-015-FY24

7/17/2023

9.k.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Purchase of Digital Message Boards - ARPA

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with Empire Graphics LLC for the purchase and installation of 1 new digital message board, and the upgrade of 2 existing digital message boards, pending legal review. Additionally, an expenditure or ARPA funds not to exceed \$118,000 is authorized.

Summary Background:

In 2017 the City installed 2 digital message boards on Hamilton St and Baltimore Ave. As approved by Council in April 2023 as part of the package of APRA funded projects, City staff solicited price proposals for installation of a new digital message board on Ager Rd. The new sign was to have the same look and installation as the 2 existing signs. While inspecting the existing signs it was determined that the existing signs were operating using older technology that was incompatible with the new Ager Rd sign. Staff would have to maintain 2 different systems each with annual subscription costs. It was proposed to upgrade the technology in the 2 different signs to provide the same visual quality and to have all signs on the same management software. Staff will be evaluating additional locations for future new sign placement to ensure the best visibility to City residents.

Next Steps:

Issue purchase order and continue preparations for the signs.

Fiscal Impact:

NTE \$118,000

City Administrator Comments:

Recommend support.

Community Engagement:

The signs will be used to facilitate routine as well as emergency messages to the community.

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

Pending

Empire Graphics LLC
 17450 Indian Head Highway
 Accokeek, MD 20607
 +1 3018932700
 admin@signempire.com

Estimate



ADDRESS
Hal Metzler City of Hyattsville 4633 Arundel Place Hyattsville, MD 20781

ESTIMATE #	DATE	
5250000	06/07/2023	

SALES REP
 Tommy

CONTACT
 Hal Metzler

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Electrical Signs:Watchfire - LED Sign Watchfire Sign - Ager Rd & Little river Turnpike Hyattsville MD - Permits - Production - Install PRODUCT SPECIFICATIONS Pixel Pitch: W8mm LED RGB Pixel Matrix: 108 X 216 Ventilation Style: Front Ventilation Cabinet Size: 41in H x 6ft 3in L x 5in D Viewing Area: 36in H x 6ft L Cabinet Style: Double Face (Slim) Character Size: 11 lines / 43.2 Characters at a 3" type Approx. Weight: 518.00 Lbs. Warranty: Standard 5 Year Watchfire warranty applies. Mfg. Lead Time: 3-5 weeks (after this document is signed & returned and receipt of down payment). Electrical Service: 120 VOLT 26.0 amps (13.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 16.2 KWHrs a day x \$0.12 = \$1.94/Day STANDARD FEATURES Brightness Daytime 7000 NITs Maximum;Nighttime 700 NITs Maximum Color LED RGB Color Capability Min. 1.2 Quintillion Includes Ignite Graphics Software Video up to 30 FPS Viewing Angles 150 Horizontal/95 Vertical	1	29,845.53	29,845.53

DATE	ACTIVITY	QTY	RATE	AMOUNT
	<p>OPTIONS</p> <p>Software Ignite OPx (cloud-based)</p> <p>Software Training Web Based Software Training</p> <p>Communications OPx - 4G Wireless with Watchfire Cellular</p> <p>Data Plan</p> <p>Wireless Data Plan Life-of-sign Data Plan</p> <p>Cabinet Separation Standard Up To 15 Feet</p> <p>Power Requirements Standard As Quoted</p> <p>Temperature Sensor w/100-Step Photocell w/15 ft Cable</p> <p>Sign Mounting Kit Not Ordered / Not Required</p> <p>Warranty Standard 5-Year Parts Warranty</p> <p>Technician On-Site Not Ordered</p> <p>Labor</p> <p>Graphic Design - \$100 per hour @ 4 hour proofs provided for approval. Tech drawings for permitting</p> <p>Labor</p> <p>Qty 1 D/S Topper sign constructed of 080 aluminum Routed with acrylic backer.</p> <p>LED lighting</p> <p>City seal printed</p> <p>Custom Matthews paint to match existing signs.</p> <p>Posts 4" x 4" Aluminum posts painted</p> <p>Labor</p> <p>Scope of work onsite:</p> <ol style="list-style-type: none"> 1. Dig holes and remove spoils 2. Install posts and concrete 3. Install Topper sign and EMC <p>Notes:</p> <ol style="list-style-type: none"> 1. Electrical must be within 5' of all signs to make final connections 2. Normal business hour installation 3. All signs provided by Empire 4. Additional labor or trips out of original scope and bid will be billed at \$250 per hour 5. Electric by others 6. We will need two 20 amps circuits <p>Permits:Permit Acquisition</p> <p>Permit Acquisition:</p> <p>(Building and Electrical) - \$950</p> <p>Final Inspections (Building , Electrical and County) - \$900</p> <p>3rd Party Inspection Fees - @ Cost + 30% - TBD (Usually these run about \$1100ish + \$650ish including mark up - This is a new requirement by PG County only)</p> <p>Permits Fees @ County cost - TBD</p> <p>*DOES NOT INCLUDE COUNTY PERMIT FEES</p> <p>Permits</p> <p>County Permit Fees @ cost (Cost TBD)</p>	<p>4</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>	<p>100.00</p> <p>5,575.00</p> <p>3,500.00</p> <p>3,600.00</p> <p>0.00</p>	<p>400.00</p> <p>5,575.00</p> <p>3,500.00</p> <p>3,600.00</p> <p>0.00</p>

To begin production, a deposit of 50% is required on all orders. If a design deposit has already been paid, that deposit amount will be applied toward the 50%. For your convenience, credit card payments can be processed over the phone. All major credit cards accepted. Balance is due at time of pickup or completion of installation. All signs and materials provided remain the sole property of Empire Graphics until signed document is paid in full. Estimate is good for 30 days.

TOTAL

\$42,920.53

Signature & Date

Accepted By

Accepted Date

Empire Graphics LLC
17450 Indian Head Highway
Accokeek, MD 20607
+1 3018932700
admin@signempire.com

Estimate



ADDRESS

Hal Metzler
City of Hyattsville
4633 Arundel Place
Hyattsville, MD 20781

ESTIMATE #	DATE	
5249953	06/01/2023	

SALES REP
Tommy

CONTACT
Hal Metzler

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Electrical Signs: Watchfire - LED Sign Watchfire Sign - Centennial Park Hyattsville MD - Install PRODUCT SPECIFICATIONS Pixel Pitch: W8mm LED RGB Pixel Matrix: 108 X 216 Ventilation Style: Front Ventilation Cabinet Size: 41in H x 6ft 3in L x 5in D Viewing Area: 36in H x 6ft L Cabinet Style: Double Face (Slim) Character Size: 11 lines / 43.2 Characters at a 3" type Approx. Weight: 518.00 Lbs. Warranty: Standard 5 Year Watchfire warranty applies. Mfg. Lead Time: 3-5 weeks (after this document is signed & returned and receipt of down payment). Electrical Service: 120 VOLT 26.0 amps (13.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 16.2 KWHrs a day x \$0.12 = \$1.94/Day STANDARD FEATURES Brightness Daytime 7000 NITs Maximum; Nighttime 700 NITs Maximum Color LED RGB Color Capability Min. 1.2 Quintillion Includes Ignite Graphics Software Video up to 30 FPS Viewing Angles 150 Horizontal/95 Vertical	1	29,845.53	29,845.53

DATE	ACTIVITY	QTY	RATE	AMOUNT
	OPTIONS Software Ignite OPx (cloud-based) Software Training Web Based Software Training Communications OPx - 4G Wireless with Watchfire Cellular Data Plan Wireless Data Plan Life-of-sign Data Plan Cabinet Separation Standard Up To 15 Feet Power Requirements Standard As Quoted Temperature Sensor w/100-Step Photocell w/15 ft Cable Sign Mounting Kit Not Ordered / Not Required Warranty Standard 5-Year Parts Warranty Technician On-Site Not Ordered Labor Graphic Design - \$100 per hour @ 1 hour proofs provided for approval Labor Scope of work onsite: 1. Remove existing EMC only and dispose 2. Install New 8MM EMC to existing structure Notes: 1. Pricing does not include permitting			
		1	100.00	100.00
		1	2,500.00	2,500.00

To begin production, a deposit of 50% is required on all orders. If a design deposit has already been paid, that deposit amount will be applied toward the 50%. For your convenience, credit card payments can be processed over the phone. All major credit cards accepted. Balance is due at time of pickup or completion of installation. All signs and materials provided remain the sole property of Empire Graphics until signed document is paid in full. Estimate is good for 30 days.

TOTAL

\$32,445.53

Signature & Date

Accepted By

Accepted Date

Empire Graphics LLC
 17450 Indian Head Highway
 Accokeek, MD 20607
 +1 3018932700
 admin@signempire.com

Estimate



ADDRESS
Hal Metzler City of Hyattsville 4633 Arundel Place Hyattsville, MD 20781

ESTIMATE #	DATE	
5249954	06/01/2023	

SALES REP
 Tommy

CONTACT
 Hal Metzler

DATE	ACTIVITY	QTY	RATE	AMOUNT
	Electrical Signs:Watchfire - LED Sign Watchfire Sign - Driskoll Park Hyattsville MD - Install PRODUCT SPECIFICATIONS Pixel Pitch: W8mm LED RGB Pixel Matrix: 108 X 216 Ventilation Style: Front Ventilation Cabinet Size: 41in H x 6ft 3in L x 5in D Viewing Area: 36in H x 6ft L Cabinet Style: Double Face (Slim) Character Size: 11 lines / 43.2 Characters at a 3" type Approx. Weight: 518.00 Lbs. Warranty: Standard 5 Year Watchfire warranty applies. Mfg. Lead Time: 3-5 weeks (after this document is signed & returned and receipt of down payment). Electrical Service: 120 VOLT 26.0 amps (13.00 per face) Single Phase Service. Refer to the Installation manual for details on wiring. Based on 18 hours of operation a day, plus or minus 10% depending on how the sign is programmed. Example: 16.2 KWHrs a day x \$0.12 = \$1.94/Day STANDARD FEATURES Brightness Daytime 7000 NITs Maximum;Nighttime 700 NITs Maximum Color LED RGB Color Capability Min. 1.2 Quintillion Includes Ignite Graphics Software Video up to 30 FPS Viewing Angles 150 Horizontal/95 Vertical	1	29,845.53	29,845.53

DATE	ACTIVITY	QTY	RATE	AMOUNT
	OPTIONS Software Ignite OPx (cloud-based) Software Training Web Based Software Training Communications OPx - 4G Wireless with Watchfire Cellular Data Plan Wireless Data Plan Life-of-sign Data Plan Cabinet Separation Standard Up To 15 Feet Power Requirements Standard As Quoted Temperature Sensor w/100-Step Photocell w/15 ft Cable Sign Mounting Kit Not Ordered / Not Required Warranty Standard 5-Year Parts Warranty Technician On-Site Not Ordered Labor Graphic Design - \$100 per hour @ 1 hour proofs provided for approval Labor Scope of work onsite: 1. Remove existing EMC only and dispose 2. Install New 8MM EMC to existing structure Notes: 1. Pricing does not include permitting			
		1	100.00	100.00
		1	2,500.00	2,500.00

To begin production, a deposit of 50% is required on all orders. If a design deposit has already been paid, that deposit amount will be applied toward the 50%. For your convenience, credit card payments can be processed over the phone. All major credit cards accepted. Balance is due at time of pickup or completion of installation. All signs and materials provided remain the sole property of Empire Graphics until signed document is paid in full. Estimate is good for 30 days.

TOTAL

\$32,445.53

Signature & Date

Accepted By

Accepted Date



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-016-FY24

7/17/2023

9.I.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Anacostia Watershed Society Stormwater Stewardship Grant Expenditure

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with the Anacostia Watershed Society (AWS) to provide educational programs and outreach for an authorized expenditure of \$10,000. AWS was part of the City's team that applied for and received the Stormwater Stewardship Grant accepted by Council in April 2023. The Treasurer is authorized to make the necessary budget adjustments to facilitate this expenditure.

Summary Background:

In the winter of 2022 City staff developed a proposal for invasive species removals in the City. This proposal included education and outreach to the residents in both English and Spanish. This grant will also fund a contract to have goats at Driskell Park to eat underbrush and invasive plants. These programs will augment the existing invasives removal work of City Staff and volunteers.

Next Steps:

Issue purchase order and continue with invasive removal program

Fiscal Impact:

\$10,000

City Administrator Comments:

Recommend support.

Community Engagement:

The program is to engage residents about invasive species removals.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



ANACOSTIA WATERSHED SOCIETY

December 14, 2022

Christopher E.
Williams
President/CEO

Chesapeake Bay Trust
108 Severn Avenue
Annapolis, MD 21403

Dear Review Committee,

BOARD OF DIRECTORS

Geoff Rankin
Chair

Neil Lang
Vice Chair

Kathryn Petrillo-
Smith
Treasurer

Lars Hanslin
Secretary

Donna An

Elisha Dunn-
Georgiou

Jayant Kairam

Kathleen Linehan

Cynthia Quarterman

Nigel Stephens

Michael Tilchin

Ken Williams

*Founder and
Honorary Member*
Robert E. Boone



On behalf of the Anacostia Watershed Society (AWS), I am pleased to express our intent to partner with the City of Hyattsville to advance the City's proposed 2023 Stormwater Stewardship Grant project aimed at preserving the city's existing tree canopy.

The Anacostia Watershed Society (AWS) will partner with the City of Hyattsville to host monthly engagement events in Driskell Park focusing on education, restoration and community-based science. We will host an event one weekend per month from April 2023 through October 2023 for a total of seven events. These events will be held in Spanish, and we will work collaboratively with Defensores de la Cuenca to recruit participants. AWS and Defensores worked together successfully in 2022 to host engagement events at Bladensburg Waterfront Park, which attracted 30-60 participants per event.

The event series will cover a variety of topics ranging from hands-on tree maintenance events to educational nature walks. We will also incorporate the use of community science (citizen science) tools such as iNaturalist to engage participants with restoration efforts. We will create a flyer in Spanish that will be distributed early in 2023 to advertise the event series. We will work with existing networks to distribute the message to our target audience. One particular avenue to distribute the information will be through the participants of La Academia, a Spanish version of the Watershed Stewards Academy launched in 2022 by Defensores de la Cuenca. AWS has been leading the Watershed Stewards Academy for over a decade, and we were thrilled to partner with Defensores de la Cuenca on the first class in 2022. We have found that the graduates of La Academia are excellent ambassadors and conduits of information to the Latin@ community. These stewards will help us recruit participants and facilitate events. We will also distribute bilingual copies of our Field Guide to the Plants and Animals of the Anacostia Watershed to event participants.

Proposed Outputs & Outcomes:

- 7 events/workshops hosted
- 175 participants educated and engaged
- 175 field guides distributed

Proposed cost: \$10,000

Thank you for your consideration.

The George Washington House • 4302 Baltimore Avenue • Bladensburg, MD 20710-1031
o. 301-699-6204 • f. 301-699-3317 • info@anacostiaws.org • www.AnacostiaWS.org

Sincerely,

A handwritten signature in dark ink, appearing to read 'CE Williams', with a long horizontal flourish extending to the right.

Christopher E. Williams
President and CEO



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-017-FY24

7/17/2023

9.m.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Chesapeake Climate Action Network Stormwater Stewardship Grant Expenditure

Suggested Action:

I move that the Mayor and Council authorize the City Administrator to enter into an agreement with the Chesapeake Climate Action Network (CCAN) to provide invasive species removal programs for an authorized expenditure of \$17,692. CCAN was part of the City's team that applied for and received the Stormwater Stewardship Grant accepted by Council in April 2023. The Treasurer is authorized to make the necessary budget adjustments to facilitate this expenditure.

Summary Background:

In the winter of 2022 City staff developed a proposal for invasive species removals in the City. This proposal included education and outreach to the residents in both English and Spanish. This grant will also fund a contract to have goats at Driskell Park to eat underbrush and invasive plants. These programs will augment the existing invasives removal work of City Staff and volunteers.

Next Steps:

Issue purchase order and continue with invasive removal program

Fiscal Impact:

\$17,692

City Administrator Comments:

Recommend support.

Community Engagement:

The program is to engage residents about invasive species removals.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



City of Hyattsville

Invasive Vine Removal Volunteer Program - proposal sketch

The following proposal sketch outlines how Hyattsville will replicate a program similar to that launched in Takoma Park. Hyattsville serves as a good jurisdiction to validate approaches piloted in Takoma Park. It is slightly bigger in size and population and appears to have similar tree canopy levels. The program would have two distinct phases - an assessment phase (1) and a volunteer phase (2). While the assessment phase would have an obvious end point, the volunteer phase could - and should - be used to pilot techniques and approaches that can be adopted long-term within the City of Hyattsville. The volunteer phase would focus on training community members to conduct their own vine removal efforts and outreach.

The assessment phase would include the following components:

- Conduct on-the-ground survey of canopy trees considered to be severely affected by invasive vines. The survey would include both private and public locations (parks).
- Develop a database of addresses and locations of all affected trees.
- Synthesize and analyze findings, focusing on priority locations.
- Develop a draft plan for a volunteer program that supports the removal of invasive vines identified in the assessment.

The volunteer phase would include the following components:

- Train interested community members in vine removal and neighborhood outreach techniques.
 - Training sessions for community members. Estimated 10 trainees per session.
 - 8 training sessions @ 8 hours (includes preparation time, event time, and follow up)
- Provide ongoing technical assistance and program backstopping to community members.
 - One-on-one and group technical assistance to volunteers as well as public outreach
 - Avg. 6 hours/week x 26 weeks
- Other tasks include but are not limited to: admin. time, data analysis and management, event organization, and communications.
 - Avg. 3 hours/week x 26 weeks

	Task (phases 1/2)	Est. hours	Unit	Cost
	Assessment (1)	20 hours/week @ 8	labor @	\$4800

		weeks	\$30/hour	
	Analysis and planning phase (1)	6 hours/day @ 10 days	" "	\$1800
	Training sessions (2) for community members	8 training sessions @ 8 hours (includes prep. and follow up)	" "	\$1920
	Public outreach and technical assistance to volunteers (2)	Avg. 6 hours/week x 26 weeks	" "	\$4680
	Transportation (1 and 2)	Fuel for 64 trips to Hyattsville	62.5 cents/mile	\$432
	Supplies	25 saws at \$25 25 pruners at \$15 Gloves Tecnu Sunscreen	—	\$1000
	Other tasks including but not limited to: admin. time, data analysis and management, event organization, communications, etc.	3 hours/week x 26 weeks		\$2340
	Final report write-up	3 days		\$720
	Refreshments (coffee/baked goods)	8 training sessions		Hyattsville
	TOTAL			\$17692



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Agenda Item Report

File #: HCC-018-FY24

7/17/2023

9.n.

Submitted by: Hal Metzler
Submitting Department: Public Works
Agenda Section: Consent

Item Title:

Big Belly Solar FY24 Expenditure

Suggested Action:

I move that the Mayor and Council authorize an expenditure in an amount not to exceed \$80,000 to Big Belly Solar for the FY24 service agreement.

Summary Background:

In the fall of 2016, Council authorized a five (5) year contract with Big Belly Solar for the installation of 32 solar trash and recycling compacting trash cans. In spring of 2018, Council approved an expansion of the system by an additional 50 trash and recycling cans. In 2021 Council authorize an extension to the original five (5) year agreement that combined all previous contracts into one covering all 98 trash and recycling cans.

Next Steps:

Issue purchase order for FY 24

Fiscal Impact:

NTE \$80,000

City Administrator Comments:

Recommend Approval

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A



Executive Summary Proposal

CITY OF HYATTSVILLE MD

Program Overview

Connect SX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect SX 60 Month Term	
System Software <ul style="list-style-type: none"> CLEAN Management Console Licenses for Full Term CLEAN Mobile Software Licenses for Full Term 	Automated System Monitoring <ul style="list-style-type: none"> Automated System Diagnostics and Alerts
Equipment/Hardware <ul style="list-style-type: none"> Custom Configuration as Detailed Below 	Deployment Review and Inspection <ul style="list-style-type: none"> Annual Deployment Review of Alerts and Issues Annual Review of Customer Conducted Inspection
Station Installation Support <ul style="list-style-type: none"> Installation Training and Logistics Guidance Access to Installation Guides 	Warranty <ul style="list-style-type: none"> Hardware Parts Warranty for Full Term Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Setup and Training <ul style="list-style-type: none"> CLEAN Software Account Setup System Training & Onboarding 	Customer Support <ul style="list-style-type: none"> Customer Support Hotline and Trained Field Service Professionals
Equipment/Hardware Configuration	
8 SC5/SC5 Double Station with Message Panels	
Total Monthly System Cost	\$768.00

One Time Fees	
16 Boxes of SC Bags (Box of 100)	\$784.00
Shipping	\$4,730.00

¹Pricing is valid for 60 days from April 7, 2021.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.

⁴Initial order of bags included in "One Time Fees". Please visit wastezerobags.com/bigbelly/ for future orders.



Executive Summary Proposal

CITY OF HYATTSVILLE MD

Program Overview

Connect SX is Bigbelly's turnkey smart city solution which delivers a connected smart waste and recycling platform and provides Customers with a partner to help deploy, manage, and optimize their customized solution over a 60 & 41-month term. This subscription-based service was designed to deliver a flexible, scalable, smart platform that transforms waste operations today, and enables Customers to benefit from the technology innovations of the future.

Connect SX 60 & 41 Month Renewal Term

System Software <ul style="list-style-type: none"> CLEAN Management Console Licenses for Full Term CLEAN Mobile Software Licenses for Full Term 	Automated System Monitoring <ul style="list-style-type: none"> Automated System Diagnostics and Alerts
Equipment/Hardware <ul style="list-style-type: none"> Custom Configuration as Detailed Below 	Deployment Review & Inspection <ul style="list-style-type: none"> Annual Deployment Review of Alerts and Issues Annual Review of Customer Conducted Inspection
Customer Support <ul style="list-style-type: none"> Customer Support Hotline and Trained Field Service Professionals 	Warranty <ul style="list-style-type: none"> Hardware Parts Warranty for Full Term Expanded Warranty Coverage for Battery End-of-Life Replacement and Network Communication Upgrades for Full Term
Equipment/Hardware Configuration <ul style="list-style-type: none"> Existing 16 HC5/HC5 Double Stations with Message Panels <p>Connect Renewal Start date: 11/18/2021 Connect Renewal End date: 11/17/2026</p>	Monthly Pricing \$2,544.48
<ul style="list-style-type: none"> Existing 2 HC5/HC5 Double Stations with Message Panels and Lift Bins Existing 4 HC5/SC5 Double Stations with Message Panels and Lift Bins Existing 19 SC5/SC5 Double Stations with Message Panels and Lift Bins Existing 32 Lift Bins for Original 16 HC5/HC5 Double Stations <p>Connect Renewal Start date: 6/29/2023 Connect Renewal End date: 11/28/2026</p>	Monthly Pricing \$2,745.28

Monthly Pricing Above Includes

Refurbishment of Side Skins with Message Panels, Solar Bubbles, and Hopper Liners for Existing 18 HC5/HC5 Double Stations, 4 HC5/SC5 Double Stations, and 19 SC5/SC5 Double Stations

¹Pricing is valid for 60 days from April 7, 2021.

²Sales Tax is NOT included in above pricing.

³Pricing is subject to Connect Program Terms and Conditions.



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Agenda Item Report

File #: HCC-019-FY24

7/17/2023

9.o.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Consent

Item Title:

Appointment of the City Attorney

Suggested Action:

I move that the Mayor, with Council approval, appoint E.I. Cornbrooks IV, Esquire of the firm of Karpinski, Cornbrooks, and Karp, P.A. as the Attorney for the City.

Summary Background:

E.I. Cornbrooks IV, has served as the City Attorney since December 15, 2016. Below is the section of the City Charter pertaining to the appointment of the City Attorney.

§ C6-4. City Attorney.

Within sixty (60) days after the Mayor and Council just elected are [qualified] sworn in the City Attorney's position shall be subject to review by the City Council for appointment or reappointment. The Mayor, with the approval of the Council, may appoint a City Attorney who shall serve at the pleasure of the Mayor and the City Council. The City Attorney shall be a member of the bar of the Maryland Court of Appeals. The City Attorney shall be the legal adviser of the City and shall perform such duties in this connection as may be required by the Council or the Mayor. His/her compensation shall be determined by the Council. The City shall have the power to employ such legal consultants as it deems necessary from time to time.

Next Steps:

Upon approval the City's legal services will continue to be handled by E.I. Cornbrooks IV, Esquire of the firm of Karpinski, Cornbrooks, and Karp, P.A.

Fiscal Impact:

Included in Budgeted Funds for FY24 Legal Services

City Administrator Comments:

Fully Support. Skip Cornbrooks provides the City and staff with sound legal advice and judgement and can address a wide array of complex and unique legal matters. The City has benefited from having a responsive attorney in a large firm, at an extremely competitive rate, who is able to provide opinion on issues that many municipalities consider and contract for as "specialized". Examples include election law, land use, zoning issues, personnel/employment, economic development, telecommunications, Public Information Act (PIA), contractual issues, legislation, liability mitigation, and Law Enforcement Officers' Bill of Rights (LEOBR) issues.

Community Engagement:

N/A

Strategic Goals:

Goal 4 - Foster Excellence in all City Operations

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-020-FY24

7/17/2023

9.p.

Submitted by: Edouard Haba
Submitting Department: Legislative
Agenda Section: Consent

Item Title:

Update Hyattsville Environment Committee Worksheet

Suggested Action:

I move the Mayor and Council update the worksheet for the Hyattsville Environment Committee per the Committee's recommendations.

Summary Background:

The Hyattsville Environment Committee was established to provide Council and staff recommendations on environmental initiatives and sustainable practices. The Committee reviewed its existing committee worksheet which includes information on the mission, scope, and deliverables of the committee. The committee has made recommendations to update the worksheet to reflect the current practices and functions of the advisory body more accurately.

Next Steps:

Upon Council approval, update the Committee worksheet.

Fiscal Impact:

None.

City Administrator Comments:

N/A

Community Engagement:

Currently the HEC has 8 members with 2 vacancies. Meetings of the committee are open to the public and attendance is encouraged.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

N/A

COMMITTEE DESCRIPTIONS – CHARTER & CODE CREATED COMMITTEES

COMMITTEE WORKSHEET
(current [worksheet](#) for reference)
Hyattsville Environment Committee

Mission Statement: The mission of the Hyattsville Environment Committee is to support the City (staff and City Council), businesses and residents in efforts to protect and improve Hyattsville’s natural environment and its broader environmental impacts in a way that is inclusive of all residents.

The Committee will achieve this Mission by:

- Keeping the City apprised of environmental activities and initiatives,
- Advising the City on the environmental impacts of City, business and residents’ activities,
- Making formal recommendations for the City to enact environmental initiatives,
- Making formal recommendations on City positions on relevant legislation, proposals, policies and other decisions at the county, state, regional and federal levels,
- Supporting City outreach and education efforts, and City and local organizational efforts to protect, restore, and enhance Hyattsville’s natural environment including but not limited to clean ups, invasive removal, and tree or other plantings.

Scope: The Committee’s role is to provide the City with recommendations and support City efforts in the following areas, and other areas relevant to protecting and restoring the natural environment:

- Protecting city parks, greenscapes, and the area’s tree canopy
- Promoting environmental health
- Establishing and expanding programs that improve the environmental impacts of everyday activities, including expanded use of composting and recycling, waste and resource use reduction, sustainable landscape management, and activities that mitigate climate impacts/reduce emissions
- Encouraging greater protection of greenscapes in local development
- Improving City codes on environmental topics

Deliverables: The Committee will develop all materials that may be useful in providing recommendations to the City on environmental topics. This may include formal letters of support to City Council and Mayor, legislative text (in partnership with city liaisons), supplemental analyses used to support either recommendations or legislation, and written response to comments on City documents, upon request. The Committee will also help develop any documents upon the request of the City.

Frequency of meetings: Monthly; meetings are currently scheduled for the second Tuesday of every month. Upon necessity, the Committee may call special meetings or reschedule these meetings.

Minimum number of meetings per year: Ten

Is the committee permanent or temporary: Permanent

Composition of members (all wards recommended): The Committee is comprised of ten (10) members and is open to all City of Hyattsville residents. The Committee prefers at least two members from every ward. Committee members are appointed for a term of two (2) years and may be reappointed upon completion of a term. Meetings are open to all residents of the City of Hyattsville, as is the use of the Hyattsville Environment Committee email list to reach the committee. The email list for the Hyattsville Environment Committee is hec@hyattsville.org.

COMMITTEE WORKSHEET

Hyattsville Environment Committee

Mission Statement: The general mission of the Environment Committee is to provide Council and staff recommendations regarding parks usage and maintenance, waste reduction / recycling, and sustainable practices. The Committee may establish work groups among the members to facilitate work in the areas of waste reduction and recycling, energy conservation, and tree plantings and native species protection, and is encouraged to communicate with other groups in the City that are addressing similar issues.

Scope: The Hyattsville Environment Committee works to provide information and recommendations, ad hoc or at the request of City Council or Staff, to the City Council and Staff that positively affects the City of Hyattsville's efforts, rules and codes on environmental and sustainability issues.

Deliverables: The environment committee provides recommendations and requests to the City Council and Staff on environmental and sustainability issues. The Committee reviews information provided to it from the City for comment as well as raises issues that would it feels would benefit the City in its environmental/sustainability efforts.

Frequency of meetings: The Environment Committee meets once a month on the third Wednesday of the month.

Minimum number of meetings per year: Ten

Is the committee permanent or temporary? The Committee believes that it should be a permanent committee.

Composition of members (all wards recommended or required): The Committee is open to all citizens who live in the City of Hyattsville. The Committee prefers at least two members from every ward. Currently, the Committee only has four "official" members who were appointed by the City:

Jim Groves, Alan Mattlage, Rebecca Schaaf and Elizabeth Arnold. All of the current members are from Ward 2. Meetings are open to all Citizens of the City of Hyattsville as is the use of the Hyattsville Environment Committee email list. The Committee nominates a Chair to run the meetings.

Council liaison required? The Environment Committee prefers to have a Council liaison that can bring issues to the Committee and provide insight into programs and issues under

discussion by the City Council. Our current Council liaison is Nicole Hinds, although she has not been at a meeting in a very long time.

City staff required? The Environment Committee would very much like to have the Director of Public Works and/or someone who works with the City Administrator (or the City Administrator her/himself). Jim Chandler, Director of Community & Economic Development has attended several meeting.

Committee member term of office: This is for the Council to decide. However, the Committee would prefer that once appointed, there is no end date and that members do not need to be reappointed. We are a volunteer group that works on behalf and at the pleasure of the City Council. The City Council can remove/replace any Committee member at any time and any Committee member may remove him/herself from the Committee at any time.

Grounds for removal for any Committee member:

1. A citizen moving outside the boundaries of the City of Hyattsville
2. At the request of the Chair of the Committee
3. By majority of the City Council



City of Hyattsville

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Agenda Item Report

File #: HCC-022-FY24

7/17/2023

10.a.

Submitted by: Laura Reams
Submitting Department: City Clerk
Agenda Section: Action

Item Title:
Election of Council Officers

Suggested Action:

I move the Mayor and Council elect Councilmember Joseph Solomon as Council President and Councilmember Joanne Waszczak as Council Vice President for a term of two (2) years to end in July 2025.

Summary Background:

New City Council Officers are elected at the July meeting after a City election.

Next Steps:

N/A

Fiscal Impact:

N/A

City Administrator Comments:

N/A

Community Engagement:

N/A

Strategic Goals:

Goal 1 - Ensure Transparent and Accessible Governance

Legal Review Required?

N/A



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Agenda Item Report

File #: HCC-021-FY24

7/17/2023

10.b.

Submitted by: Ron Brooks
Submitting Department: Finance
Agenda Section: Action

Item Title:

Hyattsville Resolution 2023-03: Authorizing the Issue and Sell of General Obligation Bond Anticipation Notes (INTRODUCTION & ADOPTION)

Suggested Action:

I move that the Mayor and Council introduce and adopt Hyattsville Resolution 2023-03, authorizing the renewal and modification of the City's General Obligation Public Improvement Bond Anticipation Notes, Series 2022 in the original principal of \$11,000,000, prescribing certain terms and conditions for the renewal and modification thereof and other details incident to the renewal and modification of the 2022 BAN; authorizing the delivery of an amended and restated 2022 BAN; authorizing the Treasurer to determine and fix certain terms and details in connection with the renewal and modification of the 2022 BAN through the delivery of the 2023 BAN; confirming the payment of the principal and interest on the BANs from the proceeds of the bonds in anticipation of which the BANs were issued secured by the full faith and credit and unlimited taxing power of the City; providing that the provisions of this resolution shall be liberally construed; and generally relating to the renewal and modification of the 2022 BAN through the delivery of the 2023 BAN (INTRODUCTION AND ADOPTION).

Summary Background:

In 2019 the City issued bonds in the amount of \$12,675,000 to fund improvements to the DPW facility and the renovation of 3505 Hamilton Street to become the new public safety building. Construction of the DPW facility began in late Fall 2019. The 3505 Hamilton Street construction project was anticipated to be solicited in 2020 with work beginning in late 2020. However, due to the COVID-19 pandemic the process to complete the design, review, and permitting for the 3505 Hamilton Street project was significantly delayed.

The project solicitation process began in mid-2021 and was completed in Spring 2022. The Council approved the contract with Whiting-Turner in April 2022 in an amount not to exceed \$18.7M. The permits were issued by Prince George's County in early 2022. Unfortunately, the pandemic created significant supply chain delays and delays in production, shipping, and availability of building materials. There was also a shortage of available construction and contractor workforce. These issues among others, resulted 15% to 200% cost increases over pre-pandemic estimates. The pre-pandemic estimates were used when the initial cost and 2019 bond issuance projections were made.

The cost increases resulted in a funding shortfall of \$10.6M on the Police & Public Safety Building. To accommodate this gap, we are asking the Council to renew the General Obligation Bonds Anticipation Notes (BANs) in the aggregate principal amount of \$11,000,000. Includes interest on the BANs.

Additionally, in an effort to help reduce the costs for this project, the City has been awarded some bond bill funding and will request additional grant dollars in the next round of funding through our State Delegates and the Governor's capital

budget.

Next Steps:

Upon final Council approval to issue BANs bond underwriters will secure funding.

Fiscal Impact:

The City's Annual Debt Service payments will increase approximately 10.8% a year.

City Administrator Comments:

Recommends approval.

Community Engagement:

N/A

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Complete

**CITY OF HYATTSVILLE
RESOLUTION 2023-03**

A RESOLUTION OF THE CITY COUNCIL OF CITY OF HYATTSVILLE (THE “CITY”) AUTHORIZING THE RENEWAL AND MODIFICATION OF THE CITY’S “GENERAL OBLIGATION PUBLIC IMPROVEMENT BOND ANTICIPATION NOTES, SERIES 2022” (THE “2022 BAN”) IN THE ORIGINAL PRINCIPAL OF \$11,000,000, SUBJECT TO THE FURTHER PROVISIONS OF THIS RESOLUTION; PRESCRIBING CERTAIN TERMS AND CONDITIONS FOR THE RENEWAL AND MODIFICATION THEREOF AND OTHER DETAILS INCIDENT TO THE RENEWAL AND MODIFICATION OF THE 2022 BAN; AUTHORIZING THE DELIVERY OF AN AMENDED AND RESTATED 2022 BAN (THE “2023 BAN”); AUTHORIZING THE TREASURER TO DETERMINE AND FIX CERTAIN TERMS AND DETAILS IN CONNECTION WITH THE RENEWAL AND MODIFICATION OF THE 2022 BAN THROUGH THE DELIVERY OF THE 2023 BAN; CONFIRMING THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BANS (AS DEFINED HEREIN) FROM THE PROCEEDS OF THE BONDS IN ANTICIPATION OF WHICH THE BANS WERE ISSUED SECURED BY THE FULL FAITH AND CREDIT AND UNLIMITED TAXING POWER OF THE CITY; PROVIDING THAT THE PROVISIONS OF THIS RESOLUTION SHALL BE LIBERALLY CONSTRUED; AND GENERALLY RELATING TO THE RENEWAL AND MODIFICATION OF THE 2022 BAN THROUGH THE DELIVERY OF THE 2023 BAN.

RECITALS

WHEREAS, City of Hyattsville, a municipal corporation of the State of Maryland and a municipality within the meaning of the Enabling Act identified below (the “City”), is authorized and empowered by Sections 19-301 to 19-309, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Sections 31 to 37, inclusive, of Article 23A of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Enabling Act”), and Section C5-23A of the Charter of the City, as replaced, supplemented or amended (the “Charter”), to borrow money for any proper public purpose and to evidence such borrowing by the issuance and sale of its general obligation bonds; and

WHEREAS, pursuant to Ordinance 2022-03, passed by the City Council of the City (the “City Council”) on July 18, 2022 (the “Ordinance”) pursuant to the authority of the Enabling Act and Section C5-23A of the Charter, the City authorized the issuance and sale from time to time, upon its full faith and credit, of one or more series of its general obligation bonds in an original aggregate principal amount not to exceed Eleven Million Two Hundred Fifty Thousand Dollars (\$11,250,000) (the “Bonds”) in order to finance, reimburse or refinance costs of the public purpose projects identified in Section 3(b) of the Ordinance (the “Projects”); and

WHEREAS, pursuant to the authority of Sections 19-211 through 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the “Bond Anticipation Note Act”) and Section C5-23A of the Charter, Section 7 of the Ordinance authorized the City to issue and sell, upon its full faith and credit, its general obligation bond anticipation notes in one or more series in an original aggregate principal amount not to exceed

1 Eleven Million Dollars (\$11,000,000), prior to and in anticipation of the sale of any series of the
2 Bonds, for the public purpose of financing or reimbursing costs of the Projects on an interim basis;
3 and

4 **WHEREAS**, pursuant to Resolution 2022-08, adopted by the City Council on July 18,
5 2022 (the “2022 Resolution”), the City determined to issue the “City of Hyattsville General
6 Obligation Public Improvement Bond Anticipation Notes” Series 2022 in the original aggregate
7 maximum principal amount of \$11,000,000 (the “2022 BAN”; the 2022 BAN as renewed,
8 modified, amended and restated by the 2023 BAN (as hereinafter further defined), collectively
9 referred to herein, as the “BANs”); and

10 **WHEREAS**, the 2022 BAN was issued by the City and purchased by and delivered to
11 JPMorgan Chase Bank, N.A. (the “Holder”) on August 30, 2022 with a stated maturity date of
12 August 30, 2023; and

13 **WHEREAS**, the 2022 BAN was issued to provide interim financing to finance or refinance
14 the costs of the 3505 Hamilton Street Public Safety Building and to pay for costs of issuance of
15 the 2022 BAN (the “Project”); and

16 **WHEREAS**, Section 19-213(b)(3) of the Bond Anticipation Note Act and Section 7(c) of
17 the Ordinance permit the 2022 BAN to be renewed and modified, with or without resale by
18 resolution of the City Council; and

19 **WHEREAS**, the Ordinance provides the terms of any bond anticipation notes issued
20 pursuant to the Ordinance may be established as determined by the City Council by resolution,
21 based on a recommendation of the municipal advisor to the City, the City Administrator of the
22 City (the “City Administrator”) and the Treasurer of the City (the “Treasurer”); and

23 **WHEREAS**, the City Council, based on the recommendation of the municipal advisor to
24 the City, the City Administrator and the Treasurer, has determined to renew the 2022 BAN upon
25 the terms and conditions set forth in this Resolution.

26 **NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Hyattsville
27 that:

28 SECTION 1. (a) The Recitals to this Resolution are deemed a substantive part of this
29 Resolution and are incorporated herein by reference. Capitalized terms used in the Sections of this
30 Resolution that are not otherwise defined herein shall have the meanings given to such terms in
31 the Recitals hereto.

32 (b) References in this Resolution to any official by title shall be deemed to refer (i) to
33 any official authorized under the Charter, the code of ordinances of the City (the “City Code”) or
34 other applicable law or authority to act in such titled official’s stead during the absence or disability
35 of such titled official, (ii) to any person who has been elected, appointed or designated to fill such
36 position in an acting or interim capacity under the Charter, the City Code or other applicable law
37 or authority, (iii) to any person who serves in a “deputy”, “associate” or “assistant” capacity as
38 such an official, provided that the applicable responsibilities, rights or duties referred to herein
39 have been delegated to such deputy, associate or assistant in accordance with the Charter, the City

1 Code or other applicable law or authority, and/or (iv) to the extent an identified official commonly
2 uses another title not provided for in the Charter or the City Code, the official, however known,
3 who is charged under the Charter, the City Code or other applicable law or authority with the
4 applicable responsibilities, rights or duties referred to herein.

5 (c) References in this Resolution to the “principal amount” of the 2023 BAN (as
6 defined in Section 2 below) shall be construed to mean the par amount of the 2023 BAN.

7 (d) The provisions of the 2022 Resolution, except those directly modified by this
8 Resolution, remain in effect.

9 SECTION 2. As authorized in Section 7(c) of the Ordinance, the City, acting pursuant to
10 the authority of the Bond Anticipation Act, Section C5-23A of the Charter, the Ordinance and any
11 other applicable law, hereby determines to renew and modify the 2022 BAN to be evidenced by
12 an amendment and restatement of the 2022 BAN to be in the original aggregate principal amount
13 of Eleven Million Dollars (\$11,000,000) and to be designated as the “City of Hyattsville Amended
14 and Restated General Obligation Public Improvement Bond Anticipation Note, Series 2023” (the
15 “2023 BAN”).

16 SECTION 3. The 2023 BAN shall be executed in the name of the City and on its behalf
17 by the Mayor, by manual signature. The corporate seal of the City shall be affixed to the 2023
18 BAN (manually or by facsimile) and attested by the City Clerk of the City (the “City Clerk”) by
19 manual signature. The 2023 BAN shall be delivered in the name of the Holder on the books kept
20 for registration and registration of transfer of bond anticipation notes by the Treasurer. In the event
21 any official of the City whose signature appears on the 2023 BAN shall cease to be such official
22 prior to the delivery of the 2023 BAN, or, in the event any such official whose signature appears
23 on the 2023 BAN shall have become such after the date of delivery, the 2023 BAN shall
24 nevertheless be valid and binding obligations of the City in accordance with their terms.

25 SECTION 4. (a) Except as provided hereinafter, the 2023 BAN shall be in substantially
26 the restated form attached hereto as Exhibit A and incorporated by reference herein. Appropriate
27 variations and insertions may be made by the Mayor or the Treasurer to reflect determinations
28 made in accordance with this Resolution, to provide names, dates, numbers, interest rate or rates
29 and amounts, to comply with recommendations of legal counsel, or to make other modifications
30 not specifically provided for herein that do not materially alter the substance of the 2023 BAN. All
31 of the covenants contained in the form attached hereto as Exhibit A, as such form shall be finally
32 completed and executed in accordance with this Section 4, are hereby adopted by the City as and
33 for the form of obligations to be incurred by the City, and the covenants and conditions contained
34 therein are hereby made binding upon the City, including the promise to pay therein contained.
35 The execution and delivery of the 2023 BAN by the Mayor in accordance with this Resolution
36 shall be conclusive evidence of the approval of the form of the 2023 BAN and any variations,
37 insertions, omissions, notations, legends or endorsements authorized by this Resolution.

38 SECTION 5. (a) The City shall renew and modify the terms of the 2022 BAN, as
39 determined by the Treasurer with the assistance of the City’s municipal advisor. Notwithstanding
40 the foregoing, the Treasurer may determine, based upon the advice of the City’s municipal advisor,

1 to reject any modification proposal received from the Holder and to solicit proposals for the
2 renewal and modification of the BANs at a future time or times, as market conditions warrant.

3 (b) The Treasurer is expressly authorized and empowered to take any and all action
4 necessary to complete and close the renewal, modification and delivery of the 2023 BAN,
5 including, without limitation, making such changes or modifications in the form of the 2023 BAN
6 approved hereby as may be necessary or appropriate to comply with the proposed terms of the
7 renewal and modification.

8 SECTION 6. Promptly upon the finalization of the proposed terms for the renewal and
9 modification of the 2022 BAN, such renewal and modification shall be approved by the Treasurer,
10 by order or otherwise. The Treasurer is hereby authorized and directed to fix and determine the
11 maturity date for the 2023 BAN, the interest rate or rates to be borne by the 2023 BAN (provided
12 that any such rate or rates does not exceed six and one half percent (6.50%) per annum), and all
13 other terms and details of the 2023 BAN, within the limitations set forth in the Ordinance the 2022
14 Resolution, and this Resolution.

15 SECTION 7. The Mayor, the City Administrator, the Treasurer, the City Clerk of the
16 City, as appropriate, and all other appropriate officials and employees of the City are hereby
17 authorized, empowered and directed to (i) take any and all action necessary to complete and close
18 the renewal, modification, and delivery of the 2023 BAN, (ii) negotiate, approve, execute and
19 deliver all documents, certificates and instruments necessary or appropriate in connection with any
20 such renewal, modification, and delivery, and (iii) carry out the transactions contemplated by this
21 Resolution, and any documents, certificates or instruments executed and delivered in connection
22 with the 2023 BAN.

23 SECTION 8. The provisions of this Resolution shall be liberally construed in order to
24 effectuate the transactions contemplated hereby.

25 SECTION 9. This Resolution shall become effective immediately upon its adoption.

26 [CONTINUED ON FOLLOWING PAGE]

1 **INTRODUCED** by the City Council of the City of Hyattsville, Maryland, at a ____ regular
2 ____ special [check applicable meeting type] meeting on _____, 2023, at which meeting copies
3 were available to the public for inspection.

4 **ADOPTED** by the City Council of the City of Hyattsville, Maryland, at a ____ regular
5 ____ special [check applicable meeting type] meeting on _____, 2023, at which meeting copies
6 were available to the public for inspection.

7 ATTEST:

8
9 _____
10 Laura Reams, City Clerk

Robert S. Croslin, Mayor

EXHIBIT A

FORM OF REPLACEMENT BOND ANTICIPATION NOTE

UNITED STATES OF AMERICA

No. R-1 STATE OF MARYLAND \$ _____

CITY OF HYATTSVILLE

AMENDED AND RESTATED

GENERAL OBLIGATION PUBLIC IMPROVEMENT

BOND ANTICIPATION NOTE, SERIES 2023

<u>Maturity Date</u>	<u>Interest Rate</u>	<u>Dated Date</u>
_____, 2024	As set forth below	August 30, 2023

Registered Owner:

Principal Sum: DOLLARS

City of Hyattsville, a municipal corporation organized and existing under the Constitution and laws of the State of Maryland and a municipality within the meaning of the Bond Anticipation Note Act identified herein (the "City"), hereby acknowledges itself indebted for value received and promises to pay to the Registered Owner shown above, or registered assigns (the "Registered Holder"), on the Maturity Date specified above, the Principal Sum shown above, and to pay interest on such Principal Sum at a rate of [_____] per annum until maturity or sooner paid in accordance with any redemption provisions contained herein (the "Interest Rate"). Interest shall be computed on the basis of a 360-day year comprised of twelve 30-day months.

Both principal of and interest on this note are payable in lawful money of the United States of America. The principal of and interest on this note are payable by check or by wire transfer mailed or sent to the Registered Holder hereof without presentation and surrender except for the final payment of principal and interest which shall be payable upon presentation and surrender hereof at the office of the Treasurer of the City (the "Treasurer"). If any payment is due hereunder on a day which is not a Business Day (defined below), the City will not be required to make payment until the next succeeding Business Day, and no interest will accrue on such payment in the intervening period. "Business Day" means a day other than a Saturday, Sunday or day on which banking institutions under the Laws of the State of Maryland are authorized or obligated by law or required by executive order to remain closed.

This note is issued pursuant to and in full conformity with the provisions of Sections 19-211 through 19-223, inclusive, of the Local Government Article of the Annotated Code of Maryland (previously codified as Section 12 of Article 31 of the Annotated Code of Maryland), as replaced, supplemented or amended (the "Bond Anticipation Note Act"), and Section C5-23A

1 of the Charter of the City, as replaced, supplemented or amended, and by virtue of due proceedings
2 had and taken by the City Council of the City (the "City Council"), particularly Ordinance 2022-
3 03, which was passed by the City Council on July 18, 2022 and became effective on August 7,
4 2022 (the "Ordinance"), Resolution 2022-08, which was adopted by the City Council on July 18,
5 2022 and became effective on July 18, 2022 (the "2022 Resolution"), and Resolution 2023-____,
6 which was adopted by the City Council on _____, 2023 and became effective on _____,
7 2023 (the "Resolution").

8 [REDEMPTION PROVISIONS TO BE INSERTED HERE, IF ANY]

9 This note is transferable only upon the registration books kept at the office of the Treasurer,
10 by the Registered Holder hereof in person, or by his attorney duly authorized in writing, upon
11 surrender hereof, together with a written instrument of transfer in the form attached hereto and
12 satisfactory to the Treasurer and duly executed by the Registered Holder or his duly authorized
13 attorney.

14 This note may be transferred or exchanged at the office of the Treasurer. Upon any such
15 transfer or exchange, the City shall issue, and the Treasurer shall deliver, a new registered note or
16 notes of the same series in authorized denominations equal to the aggregate principal amount of
17 the note so transferred or exchanged, with the same maturity and bearing interest at the same rate.
18 In each case, the Treasurer may require payment by the Registered Holder of this note requesting
19 transfer or exchange hereof of any tax, fee or other governmental charge, shipping charges and
20 insurance that may be required to be paid with respect to such transfer or exchange, but otherwise
21 no charge shall be made to the Registered Holder hereof for such transfer or exchange.

22 The City may deem and treat the party in whose name this note is registered as the absolute
23 owner hereof for the purpose of receiving payment of or on account of the principal hereof and
24 interest due hereon and for all other purposes.

25 The full faith and credit and unlimited taxing power of City are hereby pledged to the
26 payment of the principal of and interest on this note according to its terms, and the City does hereby
27 covenant and agree to pay punctually the principal of and the interest on this note, at the dates and
28 in the manner mentioned herein, according to the true intent and meaning hereof.

29 It is hereby certified and recited that each and every act, condition and thing required to
30 exist, to be done, to have happened or to be performed precedent to and in the issuance of this note,
31 does exist, has been done, has happened and has been performed in full and strict compliance with
32 the Constitution and laws of the State of Maryland, the Ordinance, the 2022 Resolution, and the
33 Resolution, and that this note, together with all other indebtedness of the City, is within every debt
34 and other limit prescribed by the Constitution and laws of the State of Maryland.

35
36 [signatures appear on following page]
37

1 IN WITNESS WHEREOF, City of Hyattsville has caused this note to be executed in its
2 name by the manual signature of the Mayor and its corporate seal to be affixed hereto or otherwise
3 reproduced hereon, attested by the manual signature of the City Clerk, all as of the Dated Date set
4 forth above.

5 (SEAL)
6
7

8 ATTEST:

CITY OF HYATTSVILLE

9
10
11 _____
12 City Clerk
13
14

By: _____
Mayor

(Form of Instrument of Transfer)

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto

(Please Insert Social Security or Other Identifying Number of Assignee) _____

(Print or Type Name and Address, Including Zip Code of Assignee)

the within bond and all rights thereunder and does hereby constitute and appoint _____
attorney to transfer the within bond on the books kept for the registration thereof, with full power
of substitution in the premises.

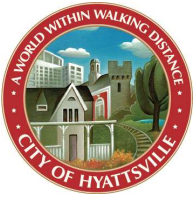
Dated: _____

Signature Guaranteed:

Notice: Signatures must be guaranteed by a
member or participant of a signature guaranty
program.

Notice: The signature to this assignment
must correspond with the name as it
appears upon the face of the within bond in
every particular, without alteration or
enlargement or any change whatsoever.

160810631_1.docx



City of Hyattsville

Hyattsville Municipal Bldg
4310 Gallatin Street, 3rd Flr
Hyattsville, MD 20781
(301) 985-5000
www.hyattsville.org

Agenda Item Report

File #: HCC-024-FY24

7/17/2023

10.c.

Submitted by: Reggie Bagley
Submitting Department: Administration
Agenda Section: Action

Item Title:
MPS Safety Stick Parking Technology

Suggested Action:

I move the Mayor and Council authorize the City Administrator to enter into a contract with MPS Solutions to install the Safety Stick parking technology at an identified area on Church Place upon legal review and approval.

Summary Background:

The staff has been exploring no/low-cost parking systems to reduce spending and minimize the need to expand parking enforcement staff. We identified a no-cost system that we believe will increase safety and help identify and mitigate dangerous behaviors. We plan to pilot the MPS Solutions (Safety Stick) on Church Alley in the area near the Vigilante Coffee entrance.

MPS has agreed to install the sleek and compact solar-powered stick which stands 4ft tall and will provide 24/7 enforcement at no cost to the city. The stick is customizable and will produce reports allowing for the implementation of a grace period. It can also help reduce illegal parking by up to 95%. We will conduct outreach and evaluate the technology during the trial period to evaluate performance and consider whether it should be expanded to other areas throughout the city.

Next Steps:

Develop a multi-method public information and outreach plan to ensure that the residents and businesses are properly informed of this installation, how the technology works, the intended grace period, and the potential violations that will be addressed using this device.

Fiscal Impact:

The pilot, equipment and maintenance will be at no cost to the city. There may be increased mailing costs should the city elect to mail the citations rather than contract. This is still TBD. There will likely be an increase in revenues until driver/parking behaviors change.

City Administrator Comments: Recommend approval. This area has had ongoing parking challenges. Implementing smarter parking solutions on this site should minimize complaints, reduce alleyway congestion, change behaviors, and eliminate the need for constant oversight from parking staff. One additional advantage to this new system is that it will allow the staff to review and approve violations prior to issuing citations by mail.

Community Engagement:

Specific plan to be developed.

Strategic Goals:

Goal 3 - Promote a Safe and Vibrant Community

Legal Review Required?

Pending