

CONTRACT

THIS CONTRACT ("Contract") made as of **July 1, 2024** (the "Effective Date"), by and between The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, a public body corporate and agency of the State of Maryland hereinafter called the "Commission", and **City of Hyattsville**, located at **4310 Gallatin Street, Hyattsville, MD 20781**.

RECITALS

WHEREAS, pursuant to the Land Use Article of the Maryland Annotated Code, the Commission has authority to initiate, conduct, direct, or cause to be conducted or directed under its supervision a comprehensive program of recreation which may include physical, social, mental, and creative opportunities for leisure-time participation as deemed advisable.

WHEREAS, Contractor's mission is to **provide leadership and effective service that enhances the City quality**.

WHEREAS, by action undertaken pursuant to the Land Use Article of the Maryland Annotated Code, the governing body of Prince George's County, Maryland, has appropriated for Contractor certain funds totaling **\$200,000** in Council Resolution **CR 066-2024**.

WHEREAS, the Commission and the Contractor desire to cooperate with each other to provide **recreational programs for the residents of Hyattsville and the surrounding communities. Programs will include special events, senior programs and pre-school programs**.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, and for other good and valuable consideration, the parties do covenant and agree as follows:

1. Scope of Services; Term. Commission and Contractor have agreed upon a scope of services, all of which services Contractor is to perform within Prince George's County, Maryland for the benefit of residents of Prince George's County, Maryland, which scope of services is set forth in Exhibit A attached hereto and incorporated herein ("Scope of Services"). Contractor shall furnish all labor, materials, and incidental supplies necessary or appropriate to perform the Scope of Services. The term of this Contract shall be July 1, 2024 through June 30, 2025 (the "Term"), and Contractor shall substantially complete the Scope of Services no later than the last day of such Term. Any terms or conditions that are required to be completed after the Term shall survive the expiration of this Contract.

2. Compensation. After the completion of the Scope of Services rendered and the submission of proper invoice(s) to the Commission, in consideration for performing the Scope of Services, the Commission shall pay Contractor a sum not to exceed **\$200,000**. The

Contractor shall prepare the invoices to the reasonable satisfaction of the Commission's Secretary-Treasurer and shall not submit invoices more frequently than once a month. Said invoice shall include supporting documentation or financial reports for expenses and a narrative report adequately describing the Scope of Services provided and shall contain a separate line item for each of the tasks outlined in Exhibit A. Supporting documentation shall also include Contractor's publication(s) demonstrating the required acknowledgement of the Commission as a contributor and Commission logo, as further described in Paragraph 3.5 below. The Contractor shall not be entitled to any remaining portion of the **\$200,000** for any expenses that are incurred after **June 30, 2025**. All invoices should be submitted to the Commission's coordinator for this Contract: **Jake Chesnutt, Division Chief, 301 Watkins Park Dr., Upper Marlboro, MD 20774** or by email: dprawards@pgparks.com ("Commission Coordinator").

3. Financial Reporting and Other Requirements.

3.1 Contractor designates **Cheri Everhart, Manager of Recreation, Programs & Events** to serve as the liaison to the Commission's Coordinator and to attend a mandatory online training session delivered by Commission.

3.2 Contractor shall submit a current list of its Board of Directors and a copy of its current bylaws to the Commission (if applicable).

3.3 Contractor shall provide the Commission with a mid-year program and financial report for the Term by **December 1, 2024** and a final program and financial report for the Term by **August 1, 2025**.

3.4 On or before **November 1, 2025**, Contractor shall provide the Commission with an audit, review or compilation, as applicable, as required by the following chart:

If Contractor's total annual support and revenue is:	Then Contractor shall provide to Commission:
>\$750,000	Audit by independent Certified Public Accountant ("CPA")
\$100,000 - \$750,000	Review by independent CPA
<\$100,000	Compilation by CPA; if not using a CPA, the compilation must be prepared by an independent qualified accountant.

3.5 Contractor shall recognize and acknowledge the Commission as a contributor in all publications that reference Contractor's programs or whenever acknowledgements are given when performing the Scope of Services under this Contract. This acknowledgement should include the following language: **"Made possible in part through funding provided by the Maryland-National Capital Park and Planning Commission,**

Department of Parks and Recreation, Prince George's County." In addition, this language is to be accompanied by a logo provided by the Commission's Contract Coordinator.

3.6 Should Contractor wish to reallocate estimated costs (as such costs are set forth in Exhibit A), or should any change to the estimated cost of a task / item in the Scope of Services exceed more than ten percent (10%) of the cost for such task / item as set forth in Exhibit A, Contractor shall make a written request to the Commission for permission to reallocate costs. Commission's Secretary-Treasurer shall consider whether the proposed costs are allowable. Contractor shall not incur expenses unless Commission has approved Contractor's proposed reallocation of costs. Should Contractor incur expenses before obtaining the Commission's approval therefor, the Commission may decline to reimburse such expenses.

Contractor shall not seek reimbursement for any expenses related to fundraising.

3.7 **Intentionally Omitted.**

3.8 **Intentionally Omitted.**

3.9 The Contractor acknowledges and agrees that it shall retain its business records for at least three (3) years and that the Commission shall have the right to examine the Contractor's records. Upon request, the Commission's auditor may examine the Contractor's records for verification of any expenses or costs incurred by the Contractor to determine whether the Contractor is in compliance with the terms of this Contract.

3.10 The Commission may withhold reimbursement for services that are publicized without the required acknowledgement.

3.11 Failure to abide by any of the requirements contained in this Paragraph 3 shall be deemed a material breach of this Contract and subject this Contract to immediate termination by the Commission and may make Contractor ineligible for future contracts with the Commission. Should Contractor fail to submit the mid-year program and financial report by the deadline specified in Paragraph 3.3 above, the Commission may deem Contractor ineligible for reimbursements from that point until the end of the Term.

4. Compliance With Laws, Rules and Regulations; No Discrimination.

4.1 Contractor shall be bound by and comply with (at its sole cost and expense) all federal, state and local laws, ordinances and regulations ("Laws") applicable to the obligations provided under this Contract. Without limiting the generality of the foregoing, Contractor expressly covenants that it shall comply with all applicable Laws pertaining to wages, workers' compensation, and equal employment opportunity, and shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, color, national origin, or disability within the meaning of such Laws.

4.1.2 Also without limiting the generality of the foregoing, Contractor expressly covenants that any of its personnel provided to perform the services herein who will be in direct contact with children ages seventeen (17) and under and/or with vulnerable adults shall apply for a national and State criminal history records check according to the

requirements provided under Title 5, Subtitle 5, Part V of the Family Law Article of the Annotated Code of Maryland. Any such personnel provided by Contractor shall complete and submit the application required for this purpose no later than thirty (30) days from the signing of this Contract or, for newly hired personnel, at the time personnel is hired. Further, the Contractor shall return the affidavit to the Commission, attached hereto and incorporated herein as Exhibit C, listing the names of all personnel who have applied for a criminal history records check, the dates of the applications, a warrant and representation that it shall take any appropriate action regarding the information received as a result of the criminal history record checks, and that the reports are subject to inspection by the Commission. The date of application of the criminal history records check must be within the last two (2) years unless Contractor uses Criminal Justice Information Services ("CJIS") for background checks. No payments shall be released to the Contractor until the Commission is in receipt of the affidavit and failure to submit the affidavit shall be considered a material breach of this Contract.

4.2. Contractor shall be bound by and comply with the Commission's Policy Guidelines for Project Charges which are attached hereto as Exhibit D.

5. Termination. This Contract may be terminated by the Commission upon thirty (30) days written notice. In the event of such termination, Contractor shall receive compensation for valid services rendered prior to such termination. Notwithstanding any provision in this Contract, the Commission may immediately terminate this Contract for cause for the following reasons: any non-performance; incomplete service; fraud; any fraudulent representation in any invoice or verification required to obtain payment under this Contract; any derogatory information obtained in connection with the criminal history records checks; or services performed in conflict with the terms and conditions of this Contract. The occurrence of any of these conditions shall constitute a material breach of this Contract and the Commission may terminate this Contract with written notice to Contractor effective immediately.

6. Indemnification and Hold Harmless. Subject to and without waiving common law and other governmental immunities and the provisions §5-301 *et seq.*, Local Government Tort Claims Act, Courts and Judicial Proceedings Article, Annotated Code of Maryland, Contractor shall defend, indemnify, and hold harmless the Commission, its commissioners, officers, directors, agents, servants, and employees, and their respective heirs, personal and legal representatives, guardians, successors, and assigns from and against any and all claims, threats, liabilities, taxes, interest, fines, penalties, suits, actions, proceedings, demands, damages, losses, costs, and expenses (including attorneys' and experts' fees and court costs) of every kind and nature arising out of, resulting from, or in connection with:

6.1. Contractor's activities pursuant to this Contract, including, without limitation, any act or omission by Contractor's employees, agents, guests and invitees;

6.2. Any misrepresentation or breach by the Contractor of any representation or warranty contained in this Contract;

6.3. Any non-performance, failure to comply, or breach by Contractor of any covenant, promise, or agreement of Contractor contained in this Contract, except as to any such non-performance, failure, or breach approved in advance by the Commission or caused by the Commission's contributory negligence; or,

6.4. Any debts, obligations, duties and/or liabilities of Contractor not expressly assumed by the Commission pursuant to the provisions contained in this Contract.

7. Miscellaneous Provisions.

7.1. Notices. Except as otherwise herein expressed as to the submission of invoices and required reports, any notice, request, demand, and consent or other communications required or may be given under this Contract shall be given in the following manner:

7.1.1. If to the Commission, by First Class US mail with postage prepaid to:
Jake Chesnutt, Division Chief
Northern Recreation and Leisure Services
301 Watkins Park Drive
Upper Marlboro, MD 20774

with copy to:

Executive Director
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 402
Riverdale, MD 20737

General Counsel
The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 200
Riverdale, MD 20737

7.1.2 If to Contractor, by First Class US mail with postage prepaid to:
Cheri Everhart, Manager of Recreation, Programs & Events
City of Hyattsville
4310 Gallatin Street
Hyattsville, MD 20781

7.2. Severability; Incorporated Terms; and Order of Precedence. Any provision of this Contract, including this Paragraph 7.2, that is held by a court or tribunal of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Contract. In the event of any conflict between the terms and

conditions expressed in this Contract and those expressed in any Exhibit attached hereto, the terms and conditions expressed in this Contract shall be deemed to control.

7.3. Integration; Amendment; Waiver. This Contract contains the entire and integrated agreement made by and between the parties and pertaining to the subject matter hereof. The terms and conditions expressed in this Contract shall supersede all prior negotiations, representations or agreements, either written or oral. No provision of this Contract, including this Paragraph 7.3, may be amended, waived, or otherwise modified without the prior written consent of both of the parties. No action taken pursuant to this Contract, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant, term or agreement contained herein. The waiver by any party of a breach of any term, provision or condition contained in this Contract shall not operate or be construed as a waiver of any subsequent breach or of any other conditions hereof.

7.4. Paragraph Headings. The Paragraph and other headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

7.5. Counterparts. This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

7.6. Applicable Law; Jurisdiction and Venue; Service of Process. This Contract was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland, without regard to its conflict of laws principles. All suits, proceedings and other actions relating to, arising out of or in connection with this Contract shall be submitted to the *in personam* jurisdiction of the courts of the State of Maryland and venue for all such suits, proceedings and other actions shall be in Prince George's County, Maryland. The parties hereby waive any claim against or objection to *in personam* jurisdiction and venue in the courts of Prince George's County, Maryland.

7.7. Interpretation. Whenever used in this Contract, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

7.8. Authorization and Validity of Agreements. The signatories hereto, each and respectively, warrant that he or she has the full right, power and authority to execute, acknowledge, seal, and deliver this Contract and to perform the transactions contemplated by this Contract. This Contract has been duly executed, acknowledged, sealed and delivered by the parties as their legal, valid, and binding obligations, enforceable against the parties, respectively, in accordance with its terms.

7.9. No Partnership or Joint Venture. Nothing herein contained is intended or shall be construed in any way to create or establish the relationship of partners or a joint venture for any purpose whatsoever.

7.10. No Third-Party Beneficiary Status. The parties specifically agree that this Contract does not create in the public, or any member thereof, third-party beneficiary status without the written consent of the Commission.

7.11. Local Government Tort Claims Act. By entering into this Contract, the Commission and its “employees”, as defined in the Local Government Tort Claims Act, §§ 5-301 *et seq.* of the Courts and Judicial Proceedings Article of the Annotated Code of Maryland, do not waive sovereign immunity, do not waive any defenses, and do not waive any limitations of liability as may be provided for by law. No provision of this Contract modifies or waives any provision of the Local Government Tort Claims Act.

7.12. Electronic Signatures. The parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7.13. No Assignment, Subcontract, or Subgrant. Without the prior written consent of Commission, Contractor shall not assign, subcontract, or subgrant all or any part of the Scope of Services or the right to receive reimbursement from Commission.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Contract under seal, with the intention of making it a sealed instrument, on the Effective Date.

WITNESSED BY:

CITY OF HAYTTSVILLE

Name: Nate Groenendyk, City Clerk

By:_____
Name: Tracey Douglas
Title: City Administrator, Hyattsville

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

By:_____
William Spencer
Acting Executive Director

APPROVED AS TO LEGAL SUFFICIENCY

M-NCPPC LEGAL DEPARTMENT

Exhibit A
[Scope of Services]
By and Between the Maryland-National Capital Park and Planning Commission
and CITY OF HYATTSVILLE

Control No. 450375

DATE: July 1, 2024-June 30, 2025

The scope of work (the “work”) requires the **City of Hyattsville, Maryland** (“Contractor”) to **provide recreational programs for residents of Hyattsville and the surrounding communities. Programs will include specials events, programs for older adults and residents with disabilities, children and youth programs, and pre-school programs.** Programs will be sponsored by the City of Hyattsville and will be open to residents of Prince George’s County. Events will be held at various sites throughout the City of Hyattsville, including David C. Driskell Community Park, Hyatt Park, Heurich Park and the City Municipal Building. Staff and contractors will be hired and supervised by the Hyattsville Department of Community Services.

Programs will be operated as enumerated below. However, in no event shall the Commission pay the Contractor more the **\$200,000** of the costs. Without limiting the generality of the foregoing, Contractor shall undertake the following tasks:

Programs and Costs:

Older Adults Programs:

Items	Description	Estimated Cost
Contracted Services Computer Literacy Program	Computer Literacy Program For Older Adults & Residents with a disability	\$10,000.00
Contracted Services Art Program	Contracted Art Instruction For Older Adults & residents with a disability	\$8,000.00
Contracted Services Seated Exercise Program	Weekly Seated Exercise Program	\$5,000.00
Supplies: Laptop Purchase	Laptops to support Computer Literacy Program	\$7,000.00
TOTAL		\$30,000.00

The City conducts a number of programs for older adults and residents with disabilities, including Computer Literacy, Art Instruction and Seated Exercise. The Computer Literacy and Art Instruction are held in fall and spring in 10-week cohorts. Seated exercise is provided weekly throughout the year. All of these programs engage

outside contractors and are free to attend. Additionally, the City provides free transportation to these programs for City residents.

Children & Youth Programs

Items	Description	Estimated Cost
Salary: Part Time Youth Developer	Salary & benefits for Part Time Youth Developer 25-30 hrs/week	\$60,000
Salary: Seasonal Camp Staff	Part-time Seasonal Staff for Spring, Summer & Winter break camps	\$15,000
Contracted Services: Tutoring & Mentoring Program	Tutoring & Mentoring Program for children & youth grades K- 12	\$60,000
Contracted Services: Field Trips for Youth Camp programs	Youth camp programs include Summer break, out-of-school days & early dismissal days for grades k-12	\$20,000
Supplies: Program Supplies	Art & Craft materials, sporting equipment, educational games, books	\$5,000
TOTAL		\$160,000

The City of Hyattsville offers a number of recreational and educational programs for toddlers, children and youth. These programs are planned and executed by City staff including a manager, two full-time program coordinators, two part-time youth developers and several part-time seasonal staff. These programs include seasonal camps for summer, winter and spring breaks, out-of-school day camps and half day camps for PGCPs early dismissal days. The Staycation & Exploration programs for youth in grades 6-12 include educational field trips offered weekly during school breaks, as well as out-of-school and early dismissal days and are provided free of charge. Several of these field trips are intergenerational and include older adults as well. The City's Tutoring and Mentoring Program provides free tutoring services three days per week during the school year for up to sixty students in grades K-12. The City's contracted tutoring provider recruits, background checks and trains volunteer tutors and matches them with students for one-on-one tutoring offered both in-person at a City of Hyattsville facility and virtually.

Parent and Child Creative Minds Program:

Items	Description	Estimated Cost
Supplies	Building blocks, books, mats, art supplies	\$1,600.00
Contracted Services/Program Performers	Music instruction, art instruction, age-appropriate performances.	\$3,400.00

TOTAL	\$5,000.00
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The program meets Tuesday and Thursday mornings during the school year and includes cohorts of Spanish immersion programming. Parents or caregivers and their pre-school children play and learn together in child-led creative projects, story time, movement and free play. The program costs \$75 per child per 8-week session.

Developmentally appropriate entertainment is brought into the program periodically.

Special Events:

Items	Description	Estimated Cost
Contracted Services: Performances/Entertainment	Musical performances, DJ entertainment, Equipment Rental	\$5,000.00
TOTAL		\$5,000.00

The City produces events throughout the year, which are held at various sites throughout the City. The City's Annual Anniversary Celebration, held in April, includes family entertainment and a fireworks display. Other events include a Summer Concert Series, which takes place four times from June through September; a Halloween-themed event for elementary school children, a late winter parent & child dance party and other family-friendly cultural activities throughout the year. Entertainment is contracted for each of these events. All events are free to attend.

TOTALS:

Description	Estimated Cost
Salary & Benefits	\$75,000
Supplies & Materials	\$13,600
Contracted Services	\$111,400
TOTAL	\$200,000

M-NCPPC PROJECT CHARGE BUDGET PROPOSAL <i>Note*: Programs & Services Listed Must Match What Is Proposed In Approved Scope of Work</i>			
Program/Service #1 Total Budget		\$30,000.00	Program/Service #3 Total Budget
Program/Service #2 Total Budget		\$160,000.00	Program/Service #4 Total Budget
Total Budget Request		\$200,000.00	
Program/Service #1		\$30,000.00	Program/Service #2
Direct Program/Event Personnel			Direct Program/Event Personnel
Expense 1		\$0.00	Children & Youth Programs: Salary & Benefits Pa
Expense 2		\$0.00	Children & Youth Programs: Salary Part-time Sea
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$0.00	TOTAL
Program/Event Supplies & Materials			Program/Event Supplies & Materials
Older Adult Programs: Laptops to support Compu		\$7,000.00	Children & Youth Programs: Art & craft materials
			Expense 2
			Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$7,000.00	TOTAL
Program/Event Other Services & Charges			Program/Event Other Services & Charges
Older Adult Programs: Contracted Computer Lite		\$10,000.00	Children & Youth Programs: Contracted Tutoring
Older Adult Programs: Contracted Art Instruction		\$8,000.00	Children & Youth Programs: Field Trips for youth
Older Adult Programs: Contracated Seated Exerc		\$5,000.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$23,000.00	TOTAL
Other Budget Considerations			Other Budget Considerations
Expense 1		\$0.00	Expense 1
Expense 2		\$0.00	Expense 2
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$0.00	TOTAL
Program/Service #3		\$5,000.00	Program/Service #4
Direct Program/Event Personnel			Direct Program/Event Personnel
Expense 1		\$0.00	Expense 1
Expense 2		\$0.00	Expense 2
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$0.00	TOTAL
Program/Event Supplies & Materials			Program/Event Supplies & Materials
Parent & Child Program: Supplies building blocks,		\$1,600.00	Expense 1
Expense 2		\$0.00	Expense 2
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$1,600.00	TOTAL
Program/Event Other Services & Charges			Program/Event Other Services & Charges
Parent & Child Program: Contracted music instru		\$3,400.00	Community Special Events: Musical Performance
Expense 2		\$0.00	Expense 2
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$3,400.00	TOTAL
Other Budget Considerations			Other Budget Considerations
Expense 1		\$0.00	Expense 1
Expense 2		\$0.00	Expense 2
Expense 3		\$0.00	Expense 3
Expense 4		\$0.00	Expense 4
TOTAL		\$0.00	TOTAL

Exhibit B

Certificate of good standing issued by the Maryland Department of Assessments and Taxation

N/A

Exhibit C
[Affidavit]
By and Between The Maryland-National Capital Park and Planning Commission and the
City of Hyattsville

AFFIDAVIT

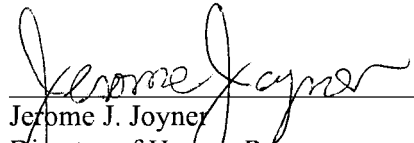
I, Jerome J. Joyner, under the penalties of perjury do solemnly swear:

1. I am Director of Human Resources of City of Hyattsville.
2. As the Director of Human Resources, I have personal knowledge of the facts contained herein and I am authorized to submit this affidavit on behalf of City of Hyattsville.
3. The following personnel will be providing services under the Contract with The Maryland-National Capital Park and Planning Commission ("Commission"), and said personnel, in compliance with Title 5 of the Family Article of the Annotated Code of Maryland, at Subtitle 5, Part VI, have applied for a federal and state criminal history records check on the dates shown below:

Name of Personnel	Date of Application	Application Number
Sandra D. Shephard	2/20/2009	095537004544
Cheryl Everhart	3/6/2007	NA
Jazmin Shorts	4/18/2023	236724013665
Chasity Perera	12/6/2024	246724016571
Josabeth Segura	5/25/2023	235724013875
Nia Shaw	3/21/2024	246724015123
Maria Guevara	11/16/2023	236724014376
Pedro Sandoval	12/27/2023	236724014590
Ronald Lewis	12/8/2020	205660050621
Roger Reyes	5/9/2023	236724013772
Marci LeFevre	9/30/2019	196724006463
Walter Dancy	8/10/2023	236422053910
Rosetta Nelson	4/4/2024	246724015204
Charles Coleman	04/21/2023	236724013724

4. On behalf of City of Hyattsville, I warrant and represent that any new personnel hired during the term of the Contract with the Commission shall immediately file for a federal and state records check.
5. On behalf of City of Hyattsville, I warrant and represent that any appropriate action shall be taken regarding the information received as a result of the criminal history record checks and the reports shall be subject to inspection by the Commission upon request.

6. On behalf of City of Hyattsville, I warrant and represent that the date of application of the criminal history records check is within the last two (2) years unless City of Hyattsville uses Criminal Justice Information Services (CJIS) for background checks. I do solemnly swear and affirm under the penalties of perjury that the information contained herein is true to the best of my knowledge, information and belief.



Jerome J. Joyner
Director of Human Resources

1-15-2025
Date

Exhibit D

POLICY GUIDELINES FOR PROJECT CHARGES

Mission of the Prince George's County Department of Parks and Recreation

All project charges and program support placed in our adopted operating budget by the Prince George's County Council shall fully meet the Department of Parks and Recreation, Prince George's County mission and core services in accordance with Maryland Annotated Code, Land Use Article. In order to receive the project charge payments, entities must enter into a contract with the Commission clearly defining the scope of the services to be provided within Prince George's County to residents of Prince George's County and the reimbursement process. The services must also meet the core mission of the Commission as authorized in the Maryland Annotated Code, Land Use Article. Such determinations shall be made by the Department of Parks and Recreation, Legal, and Finance. This determination shall be made prior to a contract being transmitted to the County, municipality or organization. The Department's mission and core services are as follows:

In partnership with County citizens, provide comprehensive park and recreation programs, facilities, and services which respond to changing needs within our communities. Strive to preserve, enhance, and protect open spaces to enrich the quality of life for the present and future generations in a safe and secure environment.

Develop and maintain a comprehensive park system by maintaining all parks, roads, grounds and structures, and protect patron and property safety.

Provide recreation programs and services by providing sports, leagues, clinics, tournaments, camps, recreation and interpretative classes, and leisure/recreation experiences.

Preserve the environment and open space, and conserve natural resources.

Reimbursable Expenses

- The Prince George's County Department of Parks and Recreation shall only reimburse the County, municipalities, and organizations for expenses that are directly related to the mission and core services of the Department that are being provided by the County, municipality or organization.
- The Commission's Secretary-Treasurer shall make the final determinations as to which expenses are allowable and which are not.
- The contract between the Commission and the Contractor shall set forth the scope of services (statement of work) that Contractor will provide within Prince George's County to Prince George's County residents, which scope of services includes a

complete budget reflecting reimbursable expenses determined by the Commission's Secretary-Treasurer to be allowable.

- The general types of expenses that are allowed include:
 - Direct staff costs to operate and manage the program or provide the services; provided that such direct staff costs for managing the program or providing the services are proportionate to the entirety of such staffer's duties with Contractor
 - Supplies and materials directly associated with the program or services
 - Contracted services that are directly related to operating and managing the programs or providing the services
- Commission will not reimburse Contractor for overhead costs or administrative salaries (even if pro-rated).
- Payment requests must be accompanied by an invoice for actual costs incurred along with supporting documents and/or financial reports with sufficient detail to enable the Commission to verify that the costs were incurred for the programs identified and that the Commission property taxes used as the funding source are being spent on allowable purposes.
- Advance payments are not allowable.
- For non-County government entities, if the costs are for capital improvements or for operating costs in advance of a capital improvement, a use agreement must be executed to enable the Commission to receive fair value for the funding provided.
- Salary expenses for a Contractor's employee who is directly involved in overseeing Contractor's completion of the Scope of Services are eligible for reimbursement; provided, however, that such expenses are proportionate to the size of the Scope of Services as related to such Contractor's employee's total job duties. For salary/compensation expenses, the Contractor shall provide a payroll register or a suitable mechanism to verify payroll expenses. The Commission will not reimburse Contractor for salary payments that Contractor made to its employees via electronic services including but not limited to Cash-App, Zelle, Venmo, etc.
- For supplies and materials, other services and charges including contracted services, and any capital purchases, the County, municipality or organization shall provide receipts with original signatures verifying that the goods or services were received.
- Contract should describe what documentation will be required.
- All work or services must be fully complete or provided by the end of the fiscal year (June 30) in which the funding was approved by the County Council

Vendor Requirements

- Statement of Work per the above sections
- By-Laws (for Non-Profits)
- Affidavit
- Certificate of Good Standing from State of Maryland (for Non-Profits)
- Articles of Incorporation