



CITY COUNCIL AGENDA
Municipal Building

This meeting will be held in-person and virtual.

25 Crescent Road
Greenbelt, MD 20770

OR

Virtual Participation
Zoom Webinar Attendees:

During "Petitions and Requests," please submit your request in writing via email to
questions@greenbeltmd.gov
<https://us02web.zoom.us/j/87015525288?pwd=pdnGLvKlfZY831GCoD6UUjNKL1DRAO.1>

Dial-in: 301 715 8592
Webinar ID: 870 1552 5288
Passcode: 507945
Monday, December 9, 2024
7:30 PM

I. ORGANIZATION - 15 minutes (7:30 - 7:45 p.m.)

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Petitions and Requests
5. Consent Agenda
Suggested Action:

Consent Agenda - Approval of Staff Recommendations (Items on the Consent Agenda [marked by *] will be approved as recommended by Council and staff, subject to removal from the Consent Agenda by Council.)

6. Approval of Agenda and Additions

II. COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

7. Presentations

7a. Human Rights Day Proclamation

Suggested Action:

Mayor Jordan will present a proclamation declaring December 10th as Human Rights Day.

[Human Rights Day Proclamation.pdf](#)

*8. Minutes

Suggested Action:

Regular Meeting - January 8, 2024

Regular Meeting - March 11, 2024

Regular Meeting - March 25, 2024

[RM240108.pdf](#)

[RM240311.pdf](#)

[RM240325.pdf](#)

8a. Statement of Record - Closed Session, June 27, 2024

Suggested Action:

Reference: Statement for the Record, June 27, 2024

Closed Session of June 27, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of Public General Laws of Maryland. I moved that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, June 27, 2024, at 7:33 p.m., in the Municipal Building Library and virtually via Zoom. Council held this closed meeting accordance with Section 3-305(1)(7)(8)and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with counsel to obtain legal advice on a legal matter; 3) to consult with staff, consultants, or other individuals about pending or potential litigation; and 4) to discuss public security, if the public

body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

The purpose of this meeting is to 1) to address personnel matters over which this body has jurisdiction; 2) to consult with counsel and staff about pending or potential litigation; and 3) to discuss the deployment of fire staff.

Vote to closed session:

Ms. Knesel - Yes

Ms. McKinney - Yes

Ms. Pompei - Yes

Ms. Pope - Absent

Mr. Roberts - Yes

Ms. Weaver - Yes

Mayor Jordan - Yes

The following staff members was attendance: Josué Salmerón, City Manager; and Todd Pounds, Legal Counsel

Other individuals were in attendance: Chief Tommy Ray, Greenbelt Volunteer Fire Department.

Council took the following action: voted to authorize filing an injunction and temporary restraining order to prevent fire department staffing changes from going into effect (7-0).

[Closed Session Form_06.27.24.pdf](#)

8b. Statement of Record - Closed Session, July 08, 2024

Suggested Action:

Reference: Statement for the Record, July 08, 2024

Closed Session of July 08, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06 (C)(2) of the Annotated Code of Public General Laws of Maryland. I moved that the minutes of tonight's meeting reflect that Council met in closed session on Monday, July 08, 2024, at 7:02 p.m., in the Municipal Building Library. Council held this closed meeting accordance with Section 3-305(b)(1)(8) and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has

jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with staff, consultants, or other individuals about pending or potential litigation; and to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

The purpose of this meeting is to discussed options for responding to staffing changes in fire staff at Greenbelt and Berwyn Heights stations, including recruitment and retention options.

Vote to close session:

Ms. Knesel - Absent
Ms. McKinney - Yes
Ms. Pompei - Yes
Ms. Pope - Yes
Mr. Roberts - Yes
Ms. Weaver - Yes
Mayor Jordan - Yes

The following staff members was in attendance: Josué Salmerón, City Manager.

Other individuals were in attendance: None

Council took the following actions: None

[Closed Session Form_07.08.24.pdf](#)

8c. Statement of Record - Closed Session, October 28, 2024

Suggested Action:

Reference: Statement for the Record, October 28, 2024

Closed Session of October 28, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06 (C)(2) of the Annotated Code of Public General Laws of Maryland. i move that the minutes of tonight's meeting reflect that Council met in closed session Monday, October 28, 2024, at 10:28 p.m., in Council Chambers. Council held this closed meeting in accordance with Section 3-305-(b)(1)(8) and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with staff, consultants, or other individuals about pending or

potential litigation; and 3) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and 9ii) the development and implementation of emergency plans.

Vote to close session:

Ms. Knesel - Absent for the vote

Ms. McKinney - Yes

Ms. Pompei - Yes

Ms. Pope - Yes

Mr. Roberts - No

Ms. Weaver - Yes

Mayor Jordan - Yes

Staff member in attendance: Josué Salmerón, City Manager

Other individuals were attendance: None

Council took the following actions during this session: authorized City Manager to pursue an appeal of the lawsuit related to fire department staffing changes (6-1, Mr. Roberts).

[Closed Session Form_10.28.24.pdf](#)

9. Administrative Reports

Suggested Action:

Reference: This link will display the weekly report for the City Manager and City Departments

https://www.greenbeltmd.gov/government/city-administration/city-manager-s-office/weekly-reports/-folder-1543#docan2352_4054_3510

*10. Committee Reports

*10a.City Council Referral - Multilingual Welcome Sign at City

Suggested Action:

It is recommended that the Council accept this report.

[Multilingual Welcome Sign at City Parks.pdf](#)

*10b.Senior Citizens Advisory Committee - 2024 Annual Open Forum Report

Suggested Action:

It is recommended that City Council accept this report.

[SCAC 2024 Open Forum Report with Cover Letter.pdf](#)

III. LEGISLATION - 10 minutes (8:15 - 8:25 p.m.)

11.

Ordinance of the Council of the City of Greenbelt Amending Chapter 8 “Elections” of the City Code to Add § 8-14 “Vacancies On Council” To Implement Procedures for Filling Vacancies on the Council Relative to the Next Regular Election, And to Provide the Voters of the City to Participate in the Process

- 1st Reading

Suggested Action:

Reference: Ordinance

Enclosed in the Council packet is an ordinance of the Council of the City of Greenbelt amending Chapter 8 "Elections" of the City Code to add § 8-14 "Vacancies on Council." This amendment outlines the procedures for filling vacancies.

It is recommended that this ordinance be introduced for first reading.

[Council Vacancy Ordinance.pdf](#)

12. Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §32 “Vacancies on Council” To Change the Procedure for Filling Vacancies on the Council by Following Procedures in Newly Enacted § 8-14 Of Chapter 8 of the City Code

- 1st Reading

Suggested Action:

Reference: Charter Amendment Resolution

During the Regular Meeting on November 18, the Council discussed how to fill vacancies on the City Council. They considered whether to address this issue through a charter amendment or by updating the election code. The Board of Elections recommended that the procedure be outlined in the election code to facilitate future amendments. In response to this suggestion, the Council directed staff to draft a charter amendment that references the election code and incorporates the Board's recommendations directly into the code.

On January 13, Council will hold a public hearing prior to the second reading and adoption of this ordinance to gather input from the residents.

Enclosed in the Council packet is the legislation for review. It is recommended that

this ordinance be introduced for first reading.

[Charter Amendment Resolution - Council Vacancies.version 1.pdf](#)

IV. OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

13. Legislative Issue Tracking

Suggested Action:

Councilmember McKinney requested this item to be added to the agenda.

Greenbelt City Council created a planning framework during the Council Retreat Sessions conducted in January and February of 2024. This framework has also guided the development of legislative priorities discussed in August 2024. Council is committed to moving forward with these priorities in FY2025. To effectively monitor and share progress with residents on these legislative priorities, a detailed tracking tool needs to be developed and regularly discussed and updated.

This tool should list, at minimum, the legislative issue, Councilmember that referred the issue, the current status within the legislative process, next steps, and timeline or target completion date. The tool should track issues at the City, County, and state level and should help inform work session scheduling and council meeting agenda topics. A summary of the status of these priorities can be included in the stakeholder meeting document that is included in the regular council meeting packet.

Additionally, legislative priorities can be discussed quarterly in coordination with the City Manager's quarterly report.

[Council 2024-2025 Legislative Priorities, v2.pdf](#)

14. Addressing Unbecoming Conduct of a Councilmember per Council Standing Rules

Suggested Action:

Mayor Pro Tem Weaver requested this item be added to the agenda in response to a staff grievance.

[2024-10-28_AddressingUnbecomingBehaviorOfRodneyRoberts.pdf](#)

[JEDI Action Team Memo and Transcript.pdf](#)

15. Authorizing the City Manager to Execute Contract for Website Redesign and Services

Suggested Action:

Reference:

Memorandum, C. Andrews, 12/5/2024

CivicPlus Contract

On October 7, the City of Greenbelt issued a request for proposal (RFP) for the website redesign. We received over 78 bids from local, national, and international companies by the deadline. Proposals were evaluated based on the following

criteria:

- Firm/Team Experience: 15%
- Qualifications of the Project Team: 25%
- Project Approach and Schedule: 35%
- Project Cost: 15%
- References: 10%

After reviewing all proposals, we shortlisted three finalists: 64 Robots, Apptegy, and CivicPlus. Our Website Redesign Review Team, which included the City Manager, Assistant City Manager, Public Information Officer, Interim Director of IT, City Clerk, and Deputy City Clerk, conducted interviews with each finalist.

After careful evaluation, the team selected CivicPlus, a provider with over 25 years of experience delivering technology solutions to governments. Notably, CivicPlus serves many municipalities in Prince George's County and over 100,000 government users nationwide.

This website redesign will integrate a suite of products that work seamlessly to improve staff efficiency and ensure top-tier service for all visitors. The project is scheduled to kick off in late December and is expected to be completed by June 2025.

Staff recommends that the Council authorize the City Manager to execute a contract with CivicPlus for the website redesign project and services, for a total cost of \$44,878.99.

[City of Greenbelt Website Redesign Recommendation Memo 12.2024.pdf](#)
[SOW - Greenbelt MD - Web AMMS Media - CAC - 12.4 FINAL.pdf](#)

16. Authorize City Manager to Approve Purchase of IRIS Mainline Camera from Insight Vision
Suggested Action:
Reference:

Memorandum, B. Kim, 12/03/2024

City of Greenbelt IRIS-QuoteR1: Insight Vision Proposal

As part of ongoing efforts to improve the City's stormwater management system, several storm drain projects have previously been approved by the Council. Staff conducted extensive research into various equipment options, consulting with subject matter experts to ensure that all necessary criteria for operational efficiency, cost-effectiveness, and reliability were met. The camera is well-suited for the City's needs, offering advanced features that align with our operational goals.

Staff is seeking Council's authorization for the City Manager to execute the attached contract with Insight Vision, Inc. for the purchase of the IRIS Mainline Camera. The total cost for the equipment is \$37,787.00, which will be funded through the allocated ARPA funds for stormwater management.

[24.12.03_Memo_Approval_Insight_Vision_IRIS.pdf](#)
[City of Greenbelt IRIS-QuoteR1.pdf](#)

17. Authorizing City Manager to execute contracts for Electric Vehicle Infrastructure Charging at the Community Center Parking

Suggested Action:

Reference:

Memorandum, J. Salmerón, 12/6/2024

Blue Whale EV, LLC Proposal

Staff is requesting Council authorization to execute a contract with Blue Whale EV, LLC, for the installation of electric vehicle (EV) charging stations at the Community Center/Library parking lot. The project cost is \$225,735.30, of which \$195,735.30 will be covered using ARPA funds. The remaining \$30,000 will be funded through Bond Bill allocations from the state or potential rebates/refunds from the IRS/PEPCO.

Council approval is sought.

[2024.12.06_memo_Authorization to Execute Contract for EV Charging Stations Installation \(002\).pdf](#)
[BWEV Investment Summary_City of Greenbelt_Greenbelt Library_12.05.24.pdf](#)

18. Authorizing City Manager to execute purchase of Basketball Court Solar Lights

Suggested Action:

Reference:

Memorandum, J. Salmerón, 12/6/2024

Application Design

Fonroche Lighting America Quote
Basketball Court Image

Staff is requesting authorization to purchase two solar lights for the new basketball courts at Springhill Lake Recreation Center (SHLRC). This strategic investment will enhance recreational opportunities for residents by allowing safe use of the courts during evening hours. This purchase aligns with Council's goal to "Expand access to recreation programs" under the focus area of expanding access to quality education, recreation, youth development, and workforce development programs for young adults.

It is recommended that the Council authorize the City Manager to purchase solar lights for the new basketball courts at SHLRC in the amount of \$10,999.

[2024.12.06_memo_Solar Lighting Installation at SHLRC Basketball Courts.pdf](#)
[A-USA-Basketball court Cherrywood-0-1AM20241023-MD-G8402v2.pdf](#)
[G8402-Greenbelt MD-Basketball court Cherrywood-RevA_V3.pdf](#)
[Basket ball court.pdf](#)

19. ARPA Status Update
Suggested Action:

Reference: Memorandum, Timothy George, 12/9/2024

The attached ARPA Update memo provides an overview of the results from the Reallocation Projects that Council authorized in November. Timothy George, Assistant City Manager, will present an addendum to this memo on Monday, which will include a comprehensive update on ARPA progress, complete with related graphics and charts. This update will offer a clear view of the current status and outcomes of ARPA-funded initiatives.

[ARPA Update Memo Dec 9 Council Regular Meeting v1.pdf](#)

20. Council Activities

21. Council Reports

*22. New Recognition Group Basic Certification Request- Greenbelt Ultimate Frisbee
Suggested Action:

Reference:

Basic Certification Application

Park and Recreation Advisory Board Recommendation

Tom Jones submitted a Recognition Group-Basic Certification Application (attached). Mr. Jones met with the Park and Recreation Advisory Board (PRAB) at the November 20, 2024, meeting. PRAB's recommendation is attached.

Approval of this item on the consent agenda will indicate Council's approval of the basic certification application.

[Greenbelt Ultimate - Basic Certification Application.pdf 1.pdf](#)

[Greenbelt Ultimate Basic Certification - PRAB Recommendation.pdf](#)

*23. Appointment to Advisory Board/Committee

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Michael Burchick on October 30, 2024, for the appointment to the Advisory Committee on Education (ACE).

Approval of this item on the consent agenda will indicate the Council's intent to appoint Mr. Burchick to the Advisory Committee on Education.

*24. Reappointment to Advisory Board/Committee

Suggested Action:

Reference: Reappointment Survey

Jane Young have expressed her willingness to continue serving on the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Approving this item on the consent agenda will indicate the Council's intention to reappoint Ms. Young to a new term.

*25. Resignation from Advisory Board/Committee

Suggested Action:

Reference: Email - M. Lee

Michael Lee have submitted his resignation from the Park and Recreation Advisory Board.

Approval of this item on the consent agenda will indicate the Council's intent to accept Mr. Lee's resignation with regret.

*26. Meetings

[meetings.pdf](#)

*27. Stakeholder List

[Stakeholder Schedule.pdf](#)

*28. Appointment of Council Members to Metropolitan Washington Council of Governments Board and Policy Committees

Suggested Action:

Reference: Greenbelt Appointments

COG Board and Committees Descriptions

2025 COG Board Policy Committee Meetings Calendar

The Metropolitan Washington Council of Governments (COG) is soliciting appointments to COG's policy boards and committees 2025. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2025.

Approval of this item on the consent agenda will indicate Council's approval of the 2025 Metropolitan Washington Council of Governments appointments.

[City of Greenbelt 2025.pdf](#)

[COG Boards and Committees Descriptions.pdf](#)

[2025 COG Board Policy Committee Meetings Calendar.pdf](#)

*29. Food Insecurity Grants (5)

Suggested Action:

Reference: Memorandum - T. George - 12.09.24

MOU ARPA Food Pantry 2024 - Sardis

MOU ARPA Food Pantry 2024 - Master Touch

MOU ARPA Food Pantry 2024 - Capital Area Food Bank

MOU ARPA Food Pantry 2024 - St. Hugh's Food Pantry

At the October 14, 2024, Regular Council meeting, \$204,000 was allocated to entities serving Greenbelt residents in providing food and services to alleviate food insecurity. The funding for each entity below be obligated through Nov 2026, in keeping with ARPA spending guidelines, and allowing the last month in 2026 for final ARPA reporting requirements.

Capital Area Food Bank (\$24,000). The Capital Area Food Bank provides equitable access to food and opportunity to people struggling with hunger and food insecurity.

Through community partnerships, they provide local food distributions to increase access to fresh produce for those facing food insecurity.

Meals on Wheels (\$72,000). Meals on Wheels of College Park Maryland delivers meals to those who are unable to prepare food on their own within College Park, Greenbelt, Beltsville, Berwyn Heights and Adelphi, Maryland. Meals on Wheels is dedicated to providing seniors with the support that enables them to remain living in their own homes by providing a nutritious meal, a friendly visit and a quick safety check.

Master Touch (\$12,000). The Master Touch Food Pantry is a Greenbelt program that provides food to residents of Greenbelt who are experiencing hunger and food insecurity. They provide a vital safety net for individuals and families who are struggling to put food on the table. The program is connected to the Restoration Church located in Greenbelt

St. Hugh's Food Pantry (\$76,000). The St Hugh's Food Pantry is a Greenbelt program that provides food to residents of Greenbelt who are experiencing hunger and food insecurity. They provide a vital safety net for individuals and families who are struggling to put food on the table. The program is connected to the St Hugh of Grenoble Church located in Greenbelt

Holiday Boxes (CARES) (\$20,000). Sardi's Catering, who has been in existence since 1970, will provide holiday food boxes for the Holiday food giveaway events. Sardi's has been working with CARES for the last few years to provide this additional food resource to Greenbelt residents during the Thanksgiving and Christmas holiday times. and servicing clients throughout the DC Metropolitan Area.

Staff is asking for Council authorization for the City Manager to enter into MOUs as described above.

[ARPA Food Insecurity Funding Memo Dec 9 Council Meeting.pdf](#)

[MOU ARPA Food Pantry 2024 Sardis v2.pdf](#)

[MOU ARPA Food Pantry 2024 Master Touch v2.pdf](#)

[MOU ARPA Food Pantry 2024 Capital Area Food Bank v2.pdf](#)

[MOU ARPA Food Pantry 2024 St Hugh's Food Pantry v2.pdf](#)

*30. Reparations Research/Genealogy Contract

Suggested Action:

Reference: Reparations Appendix 1, Scope of the Research Project
Reparations Commission Research Contract

The Greenbelt Reparations Commission seeks assistance from historians and genealogical consultants to complete and analyze historical research to document harms done to African Americans and Indigenous Peoples in Greenbelt, Maryland, before, during, and after the planned community was built in 1937. The consultant will work closely with the Historical Research Subcommittee of the Commission. The research and genealogy work will cost \$75,000 and is being funded with an ARPA allocation.

Approval of this item on the consent agenda will indicate the Council's intent to approve the funding.

[Reparations Appendix 1 Scope of the Research Project 12-4-24 \(002\).pdf](#)
[Reparation Commission Research Contract 12-4-24 v1.pdf](#)

*31. The SPACE Workforce Development Grant

Suggested Action:

Reference:

Statement of Work

Memorandum of Understanding

The City of Greenbelt and The SPACE: Free Art For All seek to continue operations for a Workforce Development Center (WDC) and an Entrepreneur Incubator Lab (ELab) in Greenbelt West to support employment, career development, and new small business formation, with a focus on young adults.

The WDC and ELab were created in August 2024 at Beltway Plaza Mall through a three-way partnership among the City of Greenbelt, Senator Alonzo Washington's Employ Prince George's (American Jobs Centers), and The SPACE: Free Art for All.

The continued operation and expansion of both programs through 2026 will require \$50,000 in funding, which will be allocated from the ARPA funds.

Approval of this item on the consent agenda will indicate the Council's intent to approve the funding.

[The SPACE Workforce Development Center Work Program 12-5-24 v1.pdf](#)

[The SPACE Workforce Development Center MOU 12-5-24 v1.pdf](#)

*32. Non-Profit Grant Approval for Favor's Table

Suggested Action:

Reference: Memorandum, Timothy George, 12/9/2024

A review panel consisting of the City Manager, Assistant City Manager, CARES Director, and DEI Officer has evaluated and approved the following ARPA grant award. The funding for this award falls within the previously approved allocations from the City Council. Staff recommends granting \$10,000 to the Favors Table non-profit organization.

Approval of this item on the consent agenda will indicate the Council's approval of the grant award.

[ARPA Grant Funding Memo Dec 9 Council Meeting.pdf](#)

*33. Authorizing City Manager to execute contract for One Year Extension to 12/31/2025 to Verra Mobility Red Light Agreement

Suggested Action:

Reference: Verra Mobility Red Light Agreement

In 2002, the Greenbelt Police Department partnered with the Howard County Police Department to implement a red-light camera enforcement program. The program is still managed by the Howard County Police Department and has successfully reduced costs for the city.

In 2023, Howard County concluded a Request for Proposal (RFP) process and selected Verra Mobility to take over the program. The new contract introduced a per-site fee pricing model, resulting in significant cost savings for the city. A comparison of the new pricing model with the previous contract shows that the city will save approximately \$70,000 in the first year of the contract, based on the number of citations issued in 2023.

Approval of this item on the consent agenda will indicate the Council's intent to authorize the City Manager to execute the 1-year contract extension amendment to the Verra Mobility Red Light Agreement, effective 1/1/2025.

[City of Greenbelt Amendment #1-11212024.pdf](#)

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Proclamation

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Human Rights Day Proclamation

Suggested Action:

Mayor Jordan will present a proclamation declaring December 10th as Human Rights Day.

Attachments:

[Human Rights Day Proclamation.pdf](#)

PROCLAMATION

WHEREAS, *Human Rights Day is observed annually by the international community to commemorate the adoption of the Universal Declaration of Human Rights by the United Nations General Assembly in 1948, and*

WHEREAS, *Human rights are the common thread that unites us all to promote peace and stability; and*

WHEREAS, *Human rights can empower individuals and communities to create a better future by embracing and trusting in their full potential. By acknowledging human rights as the pathway to the world we desire, we can strive for a more peaceful, equal, and sustainable society; and*

WHEREAS, *this year, the 2024 theme is “Our Rights, Our Future, Right Now” is a call to acknowledge the importance and relevance of human rights in our everyday lives; and*

NOW, THEREFORE, I, Emmett V. Jordan, hereby proclaim December 10, 2024, as

HUMAN RIGHTS DAY

in the City of Greenbelt, we call upon all residents to uphold human rights by addressing current injustices and ensuring that everyone can live with dignity and respect.

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IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 9th day of December 2024.

EMMETT V. JORDAN, Mayor

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Minutes

Suggested Action:

Regular Meeting - January 8, 2024

Regular Meeting - March 11, 2024

Regular Meeting - March 25, 2024

Attachments:

[RM240108.pdf](#)

[RM240311.pdf](#)

[RM240325.pdf](#)

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held January 8, 2024.

Mayor Jordan called the meeting to order at 7:30 pm.

ROLL CALL was answered by Councilmembers Danielle P. McKinney, Jennifer A. Pompei, Silke I. Pope (on-line), Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Josué Salmerón, City Manager; Jason DeLoach, City Solicitor (online at 10:00 pm); Brian Kim, Acting Public Works Director; Brian Townsend, Assistant Public Works Director; Kevin Carpenter-Driscoll, Environmental Coordinator; Jamarie Spencer, Production Assistant; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of those who recently passed, Danny Betman and Senator Douglas J. Peters. Ms. McKinney then led the pledge of allegiance to the flag.

PETITIONS AND REQUESTS:

Bob Rand, a resident, requested that the City Council fund phase two of the Diversity, Equity, and Inclusion Audit for \$40K.

Bill Orleans, a resident, requested the same information from previous meetings.

CONSENT AGENDA: It was moved by Ms. Weaver and seconded by Ms. McKinney that the consent agenda be approved. The motion passed 6-0.

Council thereby took the following actions:

COMMITTEE REPORTS

Advisory Committee on Education - Report #24-01 - ACE Grants Funds Approval:
Council approved the reallocation of the Advisory Committee on Education grant funds.

MEETINGS: Council approved the meeting schedule.

STAKEHOLDER LIST: Council approved the stakeholder list.

REAPPOINTMENT TO ADVISORY BOARD/COMMITTEE: Council reappointed Elizabeth Terry to the Board of Elections and Carol Shaw to the Senior Citizens Advisory Committee for a new term.

APPROVAL OF GREENBELT THEATRE MANAGEMENT AGREEMENT: Council approved the agreement.

APPROVAL OF AGENDA: It was moved by Ms. McKinney to add to the agenda a closed session following tonight's meeting to discuss potential litigation. Ms. Pompei seconded that the agenda be approved as amended. The motion passed 6-0.

PRESENTATIONS:

Dr. Martin Luther King Jr. Day of Service Proclamation: Mayor Jordan presented a proclamation for MLK Day of Service, which will be celebrated on January 15, 2024. Shaymar Higgs and Kevin Carpenter-Driscoll, Environmental Coordinator, accepted the proclamation and gave an overview of this year's MLK Day of Service events.

MINUTES OF COUNCIL MEETINGS: None.

ADMINISTRATIVE REPORTS: Mr. Salmerón announced that the FY 2025 Budget season kicked off with a City staff meeting in preparation to present the draft to Council in March. He indicated that citizen complaints regarding the fine schedule for code enforcement will be discussed at the next meeting.

LEGISLATION:

A Resolution to Repeal and Reenact with Amendment Resolution Number 2097 to Adopt Standing Rules for the Council of the City of Greenbelt, Maryland: Mayor Jordan read the agenda comments.

Ms. Pope introduced the resolution for second reading and adoption.

Ms. Weaver moved to modify the following section of the standing rules:

I. Council Meetings

8. Meetings of Council Open to the Public

All meetings of the Council, with the exception of closed sessions authorized by applicable state law, shall be open to the public. Residents of the city and others shall have a reasonable opportunity to be heard on any matter being considered at the meeting. This should be read at the beginning of each meeting and added to the top of each agenda. Persons desiring to speak on a matter being considered by the Council shall raise their hands, physically or virtually, or if not able to do so, otherwise indicate their wish to speak in an alternate fashion. ~~in front of Council and, a~~ After being recognized by the presiding officer, the speaker shall identify themselves and their place of residence; ~~Speakers~~ shall confine themselves to the question under debate, avoid personalities, and refrain from impugning the motives of any Councilmember's argument or vote or the statements of any other resident or person. Residents of Greenbelt shall have precedence over others in being recognized. No person shall speak more than once upon any one subject until every other person choosing to speak thereon shall have spoken, and no person shall speak for longer than five ~~three~~ minutes at any one time without the consent of Council.

Ms. Pompi seconded.

There was a discussion regarding extending the public comment time to five minutes.

Mr. Roberts moved to amend the standing rules, modifying the public comment timeframe from 3 to 5 minutes. Ms. Weaver seconded.

Ms. Pope moved to accept the amendments from Ms. Weaver and Mr. Roberts.

Ms. McKinney seconded.

ROLL CALL:	Ms. McKinney	- Yes
	Ms. Pompei	- Yes
	Ms. Pope	- Yes
	Mr. Roberts	- Yes
	Ms. Weaver	- Yes
	Mayor Jordan	- Yes

The Resolution was declared passed (Resolution No. 2109, Book 8).

OTHER BUSINESS:

Award of Purchase – Planning and Recreation Vehicles: Mayor Jordan read the agenda comments. Mr. Townsend provided a brief overview of the requested purchases, noting that each electric vehicle qualifies for the MEA Grant funds that have a reimbursement of \$7,500 for each vehicle, bringing the total to \$60,605.30. Mr. Roberts moved that Council approve the following purchases: One (1) 2024 Ford Mache Electric SUV riding on the Baltimore County Contract #0045404 at the price of \$47,491.30 and one (1) 2024 Chevrolet Bolt riding on the Montgomery County contract for a contract price of \$28,114. Ms. McKinney seconded. The motion passed 6-0.

Ms. Pope moved that the City Council approve one (1) 2024 Ford F-550 box truck per Baltimore County contract from Apple Ford, Fleet/Government Sales, 8800 Stanford Blvd., Columbia, MD 21405, for \$163,274.77. Ms. Pompei seconded. The motion passed 5-1. (Mr. Roberts)

Approval of Community Development Block Grant (CDBG) Program Year (PY 49) Contract for Roadwork Improvements at Springhill Lane: Mayor Jordan read the agenda comments. Mr. Kim provided a brief overview of the bid and selection process. Ms. Pope moved that Council approve the contract for roadwork improvements at Springhill Lane with VMP Co., Inc., located at 9635 Annapolis Road, Lanham, Maryland 20706, for a total project cost of \$120,563.00. Ms. Weaver seconded. The motion passed 6-0.

Council Activities:

- CHEARS Winter Solstice Celebration – Ms. Weaver and Ms. McKinney
- Greenbelt Concert Band Holiday Concert – Mayor Jordan, Ms. Weaver, and Ms. McKinney
- Franklin Park Holiday Giveaway – Mayor Jordan, Ms. Weaver, Ms. Pope, and Ms. McKinney
- Kwanzaa Brunch in Beltway Plaza Mall – Mayor Jordan and Ms. Pompei
- Greenbelt Nutcracker – Ms. McKinney
- Employee Luncheon – Mayor Jordan, Ms. Kinney, and Ms. Pope
- Roosevelt High School Robotics Competition – Mayor Jordan
- 295 Coalition Virtual Meeting sponsored by Delegate Nicole Williams – Mayor Jordan

Reopening Application Period for City Council Vacancy Appointment: Mayor Jordan read the agenda comments. Ms. Weaver moved that Council approve reopening the application period and to extend the deadline to apply to 5 pm on January 18. Ms. McKinney seconded. The motion passed 4-2. (Mayor Jordan and Ms. Pope)

Closed Session: Ms. Weaver moved that Council move into a Closed Session in accordance with the General Provisions Article 3-305(b)(8) of the Annotated Code of Public General Laws of Maryland to consult with staff, consultants or other individuals about pending or potential litigation.

Ms. McKinney seconded.

ROLL CALL:	Ms. McKinney	- Yes
	Ms. Pompei	- Yes
	Ms. Pope	- Yes
	Mr. Roberts	- Yes
	Ms. Weaver	- Yes
	Mayor Jordan	- Yes

Ms. Weaver announced that Council would not return to open session.

ADJOURNMENT: The Mayor adjourned the regular meeting of January 8, 2024, at 10:02 pm.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held January 8, 2024.

Emmett V. Jordan
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL was held on Monday, March 11, 2024.

Mayor Jordan called the meeting to order at 7:30 pm.

ROLL CALL was answered by Councilmembers Amy E. Knesel, Danielle P. McKinney, Jenni A. Pompei, Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

Councilmember Silke I. Pope was unable to attend (excused absence).

ALSO PRESENT were Dr. Liz Park, Acting City Manager; Timothy George, Assistant City Manager; Bertha Gaymon, City Treasurer (online); Richard Bowers, Police Chief; Jamarie Spencer, Public Information Producer; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence to honor Greenbelt residents Henry “Hank” Irving, Robin Olson, Helen White, and Lydia Carrera and former residents Esther Robinson and Sue Marie Johnson.

Ms. Pompei then led the Pledge of Allegiance to the Flag.

PETITIONS AND REQUESTS:

Bill Orleans, a resident, reiterated his request for Council to address his previous three (3) Petitions. He also asked the three new council members to look into his requests and provide a response.

CONSENT AGENDA: It was moved by Ms. Weaver and seconded by Ms. Knesel to approve the consent agenda. The motion passed 6-0.

Council thereby took the following actions:

ARTS ADVISORY BOARD REPORT #24-2 - (FY24/25 ARTS ADVISORY BOARD PROGRAMMING FUNDS): Council accepted the report.

GREENBELT ADVISORY COMMITTEE ON ENVIRONMENTAL SUSTAINABILITY (GREEN ACES), REPORT TO THE CITY COUNCIL RECOMMENDATION #2024-01: Council accepted the report.

STAKEHOLDERS: Council approved the stakeholder list.

APPOINTMENT TO ADVISORY BOARD/COMMITTEE: Council approved the appointment of Nathan Gerdes to the Community Relations Advisory Board (CRAB) and Adriene Lim to the Arts Advisory Board (AAB).

LETTER - PROPOSED MINOR AMENDMENT TO THE 1989 APPROVED MASTER PLAN AND SECTIONAL MAP AMENDMENT FOR THE LANGLEY PARK-COLLEGE PARK-GREENBELT-AND VICINITY: Council will send a letter to the Prince George's County Council and Planning Board requesting the initiation of a new Master Plan.

APPROVAL OF AGENDA: It was moved by Ms. Knesel and seconded by Ms. Weaver to approve the agenda. The motion passed 6-0.

PRESENTATIONS:

ACE Educator Award Ceremony: Janet Mirsky, Chair of the Advisory Committee of Education (ACE), introduced the 2024 ACE Educator Award recipients from the six Greenbelt schools. County Council Member, Ingrid Watson and Jonathan Briggs, School Board representative, presented each recipient with a certificate. Unfortunately, Senator Washington and Delegates Healey, Martinez, and Williams were unable to attend.

The 2024 award recipients are:

- Byron Snowden - Greenbelt Middle School
- Stephanie Abuelhawa - Greenbelt Elementary School
- Ivy Wilcher - Springhill Lake Elementary School
- Kristen Ransome - Dora Kennedy French Immersion School
- Mercy Faeldonia - Magnolia Elementary School
- Judith Barrera - Eleanor Roosevelt High School

Mayor Jordan moved that Council recess for 15 minutes to take pictures. Ms. McKinney seconded. The motion passed 6-0. Council recessed at 8:11 pm.

Mayor Jordan moved at 8:21 pm that Council end the recess and resume the meeting. Ms. Pompei seconded. The motion passed 6-0.

MeatOut Day Proclamation: Mayor Jordan proclaimed March 20 as MeatOut Day.

National Women's History Month Proclamation: Mayor Jordan proclaimed March as National Women's History Month.

MINUTES OF COUNCIL MEETINGS: None.

ADMINISTRATIVE REPORTS: Mr. George has announced that staff is working on the proposed budget. They will send a letter of support to Council for review and feedback regarding federal grant funding (earmarks). Dr. Park provided an update to Council that a temporary rental license has been issued for Charlestowne North Apartments to the Tarantino property management. The license is valid for three months, with the hope that all violations will be abated. After that, a permanent, non-conditional license will be issued.

LEGISLATION: None.

OTHER BUSINESS:

Red-Light Cameras Contract Agreement: Mayor Jordan suggested tabling the review of the last agreement until the next meeting on March 26, 2024.

Legislative Bill Review: Ms. Weaver moved that Council rearrange the order of the bills starting with HB0735/SB642. Ms. McKinney seconded. The motion passed 6-0.

HB0735/SB642, Maryland Beverage Container Recycling Refund and Litter Reduction Program: Mayor Jordan read the agenda comments. Ms. Weaver moved that Council support HB0735. Ms. Knesel seconded. The motion passed 6-0.

CR-005-2024 - This legislation, which may interest the Council, is pending before the Prince George's County Council's Health, Human Services and Public Safety (HHSPS) Committee. Mayor Jordan read the agenda comments. Ms. Weaver moved that Council support CR-005-2024. Ms. Pompei seconded. The motion passed 6-0.

SB0191, Prince George's County - Property Tax Credit - Public School Employees PG 503-24: Mayor Jordan read the agenda comments. Mayor Jordan moved that Council support SB0191 with an amendment. Ms. Weaver seconded. The motion passed 5-1. (Mr. Roberts)

HB0282, Speed Monitoring Systems - Agencies - Statements and Certificates of Violations: Mayor Joran read the agenda comments. Ms. McKinney moved that Council support HB0282. Ms. Weaver seconded. The motion passed 5-1. (Mr. Roberts)

HB0398, Prince George's County - Sales and Use Tax on Telecommunications Services – Use of Revenue PG 406-24: Mayor Jordan read the agenda comments. Ms. Knesel moved that Council oppose HB0398. Ms. McKinney seconded. The motion passed 6-0.

HB0513/SB0479, Motor Vehicles - Work Zone Speed Control Systems - Revisions (Maryland Road Worker Protection Act of 2024): Mayor Jordan read the agenda comments. Council took no position on HB0513/SB0479.

HB0601/SB0442, Street Racing, and Exhibition Driving – Prohibited Acts, Enforcement, and Penalties: Mayor Jordan read the agenda comments. Mayor Jordan moved that Council support HB0601/SB0442. Mr. Roberts seconded. The motion passed 6-0.

HB0924/SB1126, Transportation – Regional Transportation Authorities: Mayor Jordan read the agenda comments. Mr. Roberts moved that Council oppose HB0924/SB1126. Ms. Weaver seconded. The motion passed 5-1 (Mayor Jordan)

HB1059, Prince George's County - Qualifying Municipal Corporation - Land Use PG/MC 105-24: Mayor Jordan read the agenda comments and recommended sending a letter of support.

MEETINGS: Council reviewed the calendar and discussed a summer recess. Ms. Weaver moved that Council not schedule any meeting from July 15 to 22. Ms. Knesel seconded. The motion passed 4-2 (Mayor Jordan and Mr. Roberts)

COUNCIL ACTIVITIES: Council briefly reviewed their list of activities.

Events between February 27 and March 11, 2024

February 27: MML Webinar – Presentation on Greenbelt ARPA Activities (Mayor Jordan)

February 28: Metropolitan Washington Air Quality Committee (Ms. Knesel)

February 29: "Tower Road Bus" screening (Ms. Weaver and Ms. Pompei)

February 29 – March 01: Maryland Mayors Association Conference (Mayor Jordan)

March 02: Buried Treasure Youth Musical (Ms. Weaver); Public Art Workshop – Glass Art Installation for Motiva (Ms. Weaver)

March 07: Citizens Police Academy (Ms. McKinney and Ms. Pompei)

March 09: Inaugural Latino Education Summit-PGCPS (Ms. Knesel)

March 09: Buried Treasure Youth Musical (Ms. Knesel)

March 07: COG Farm Policy Committee (Ms. McKinney)

March 07: National Black Caucus of Local Elected Officials Meeting (Ms. McKinney)

March 08: COG Human Services Policy Committee (Ms. McKinney)

March 10 to March 12: National League of Cities Congressional City Conference (Mayor Jordan, Ms. McKinney, Ms. Pompei, and Ms. Weaver)

COUNCIL REPORTS: None.

ADJOURNMENT: The Mayor adjourned the Regular Meeting on March 11, 2024, at 10:22 pm.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the Regular Meeting of the City Council of Greenbelt, Maryland, held March 11, 2024.

Emmett V. Jordan
Mayor

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held March 25, 2024.

Mayor Jordan called the meeting to order at 7:30 p.m.

ROLL CALL was answered by Councilmembers Amy E. Knesel, Danielle P. McKinney, Jennifer A. Pompei, Silke I. Pope, Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Josué Salmerón, City Manager; Timothy George, Assistant City Manager; Bertha Gaymon, City Treasurer; Terri Hruby, Planning Director (online); Greg Varda, Recreation Director; Brian Kim, Acting Public Works Director; John McMullin, Horticulture Supervisor; Chondria Andrews, Public Information Officer; Jamarie Spencer, Public Information Producer; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of those who passed since the last meeting. Ms. Weaver then led the pledge of allegiance to the flag.

CONSENT AGENDA: Mayor Jordan requested that item #20, Municipal Building Finance Department Renovations, be removed from the consent agenda. The request was approved after being moved by Mayor Jordan and seconded by Ms. Pope. The consent agenda was then approved with the amendment 7-0.

Council thereby took the following actions:

MEETINGS: Council approved the meetings list.

STAKEHOLDER LIST: Council approved the stakeholder list.

APPOINTMENT TO ADVISORY BOARD: Council approved the appointment of Nicole Shyong to the Board of Elections.

REAPPOINTMENT TO ADVISORY BOARD/COMMITTEE: Council reappointed Susan Gregersen for a new term to serve on the Forest Preserve Advisory Board.

Letter – TheBus Proposed Spring Service Changes: Council approved staff submitting a comment letter on DPW&T's Spring 2024 Proposed Service Changes for TheBus opposing the service changes proposed for Route 11 and supporting the proposed changes for Route 15X as well as the addition of a new Route 61 connecting Greenbelt and Laurel.

APPROVAL OF AGENDA: Ms. Pompei moved to add the legislative update under section III, Legislation, to the agenda. Ms. Pope seconded the motion, and the agenda was approved as amended. The motion passed 7-0.

PRESENTATIONS:

Arbor Day Proclamation: Mayor Jordan proclaimed Saturday, April 13, Arbor Day. Charles Jackman, an Advisory Committee on Trees member, and John McMullin were present to accept the proclamation and gave an overview of this year's Arbor Day events.

Award of the Government Finance Officers Association (GFOA) Distinguished Budget Award for FY2024 Budget: Mayor Jordan read the agenda comments. Ms. Gaymon accepted the award.

Proposed FY 2025 Budget Preparation: Mr. Salmerón submitted to Council the proposed budget for FY 2025. It was noted that Council will hold work sessions on each department's budget and two public hearings on the proposed budget.

PETITIONS AND REQUESTS:

Mary Johnson, a resident, expressed her concern about a recent staff restructuring. She stated that only Council could restructure a classified position, and to her knowledge, Council was not involved in the process nor had authorized the restructuring. This, she stated, violates the City Code.

Bill Orleans, a resident, inquired about the recent mid-session legislative dinner. 1) who was the host, 2) who was in attendance, and 3) who paid for the dinner.

MINUTES OF COUNCIL MEETINGS: None.

ADMINISTRATIVE REPORTS:

Mr. Salmerón noted the Springhill Lake Recreation Center renovations and playground improvement, which will be discussed later on the agenda. Mayor Jordan announced that officers and staff of the National League of Cities will visit the City on April 15 to celebrate its 100th anniversary. Mayor Pro Tem Weaver announced that the Community Center elevator has been repaired and is running.

LEGISLATION

Legislative Review: Mayor Jordan mentioned that there will be a discussion about the amendments to County Council bill CB15, which pertains to the zoning rewrite. Ms. Hruby explained the bill and gave a brief overview of a draft letter of opposition that was emailed this afternoon to Council regarding CR-22-2024, a resolution concerning zoning ordinance transitional provisions. Mayor Jordan moved that Council authorize the letter to be sent to the County Council. Ms. Weaver seconded. The motion passed 7-0.

Mayor Jordan provided an update of legislative bills, noting that the crossover date was on Monday. The bills moving ahead are HB396 (Telecommunications Tax), SB191 (Tax Credit for Teachers), and SB747/HB165 (Audit Reporting for Municipalities).

Springhill Lake Recreation Center Storefront Door & Interior Painting: Mayor Jordan reviewed the agenda comments. Mr. Kim provided a brief overview of the staff recommendations, which included installing a new main entrance door and painting the interior of SLRC and the clubhouse.

Ms. Pope made a motion for Council to approve the purchase of a new door and installation from E.J. Whitcomb & Sons, Inc., for \$14,225 and painting services from Tri Star Contractor, Inc., for \$11,550. Ms. Pompei seconded the motion, which passed 7-0.

Ballfield Improvements ARPA Project – Schrom Hills Park Multi-purpose Field/Braden Complex Fields #1 & #2: Mayor Jordan read the agenda comments. Mr. Varda provided a brief overview of the project's scope of work. Ms. Weaver moved that Council approve the project management services of Charles P. Johnson & Associates, Inc. (CPJ) for \$190,133. Ms. Pope seconded the motion, which passed 6-1 vote (Mr. Roberts).

Municipal Building Finance Department Renovations: Mr. Salmerón provided a brief overview and recommended reconfiguring the existing floor plan to allocate a separate section for the Diversity, Equity, and Inclusion (DEI) team, Grants Coordinator, and Economic Development staff within the current Human Resources office space. No action was taken.

COUNCIL ACTIVITIES: The Council briefly reviewed their list of activities.

Events between March 12 and March 25, 2024

- 13 March: Tour of Greenbelt for MML President John Carroll and Celina Benitez, Mayor of Mount Rainier (Mayor Jordan, Ms. McKinney, Ms. Pompei, and Ms. Weaver)
- 14 March: Elizabeth Seton High School Day of Service (Mayor Jordan and Ms. Pompei)
- 14 March: Citizens Police Academy (Ms. Knesel, Ms. McKinney, and Ms. Pompei)
- 14 March: Community Relations Advisory Board (Ms. Pompei)
- 14 March: Meeting with City Manager (Mayor Jordan)
- 15 March: GIVES quarterly meeting (Mayor Jordan and Ms. Pope)
- 15 March: Chesapeake Bay and Water Resources Policy Committee (Ms. Pompei)
- 16 March: Learn 2 Earn graduation celebration (Mayor Jordan, Ms. Weaver, Ms. McKinney, Ms. Knesel, Ms. Pompei, and Ms. Pope)
- 16 March: Greenbelt Animal Shelter Pet Food Pantry (Ms. Pope)
- 17 March: Greenbelt Community Orchestra Concert (Mayor Jordan, Ms. Weaver, Ms. Knesel, and Ms. Pompei)
- 17 March: Panel of women elected officials at Eleanor and Franklin Roosevelt Democratic Club meeting (Ms. McKinney, Ms. Pompei, and Ms. Weaver)
- 18 March: PGCMA Legislative Committee (Mayor Jordan and Ms. Pompei)
- 19 March: GHI Open House (Ms. Pompei and Ms. Weaver)
- 20 March: Legislative Dinner (Mr. Jordan, Ms. Weaver, Ms. McKinney, Ms. Knesel, Ms. Pompei, Mr. Roberts, and Ms. Pope)
- 21 March: SHL Elementary Women's History Event (Ms. Pompei, Ms. Pope, and Ms. Weaver)
- 21 March: Transportation Planning Board Visualize 2050 Work Session and Monthly Meeting (Ms. Weaver)
- 21 March: Prince George's County Municipal Association (Mayor Jordan and Ms. Pompei)
- 21 March: Eleanor Roosevelt High School Career Day (Mayor Jordan and Ms. McKinney)
- 22 March: Friends of the Greenbelt East Trail Stakeholder Meeting (Ms. Weaver)
- 22 March: Greenbelt Elementary School Career Day (Mayor Jordan)
- 22 March: Cookies at the Bridge (Mayor Jordan, Ms. Pope, Ms. Weaver)
- 23 March: Youth Author Jordan Owens Book Signing (Ms. Pompei and Ms. Weaver)
- 24 March: Mass for Helen White (Mayor Jordan)

24 March: Greenbelt Animal Shelter Adoption Event (Ms. Pompei)
24 March: GATE Annual Meeting (Ms. Knesel)
25 March: PGCMA Legislative Committee (Mayor Jordan and Ms. Pompei)
25 March: Meeting with City Manager (Mayor Jordan)

CLOSED SESSION: Ms. Weaver moved that Council go into a Closed Session, in accordance with the General Provisions Article 3-305(b)(1) of the *Annotated Code of the Public General Laws of Maryland* to discuss a personnel matter. Ms. Pope seconded.

ROLL CALL: Ms. McKinney- Yes
 Ms. Pompei - Yes
 Ms. Pope - Yes
 Ms. Knesel - Yes
 Mr. Roberts - No
 Ms. Weaver - Yes
 Mayor Jordan - Yes

Ms. Weaver noted that Council would not return to open session.

The Mayor adjourned the regular meeting of March 25, 2024, at 9:52 pm.

Council moved into Closed Session at 9:52 pm.

Respectfully submitted,

Bonita Anderson
City Clerk

"I hereby certify that the above and foregoing is a true and correct report of the regular meeting of the City Council of Greenbelt, Maryland, held March 25, 2024.

Emmett V. Jordan
Mayor

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Statement of Record - Closed Session, June 27, 2024

Suggested Action:

Reference: Statement for the Record, June 27, 2024

Closed Session of June 27, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06(C)(2) of the Annotated Code of Public General Laws of Maryland. I moved that the minutes of tonight's meeting reflect that Council met in closed session on Thursday, June 27, 2024, at 7:33 p.m., in the Municipal Building Library and virtually via Zoom. Council held this closed meeting accordance with Section 3-305(1)(7) (8)and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with counsel to obtain legal advice on a legal matter; 3) to consult with staff, consultants, or other individuals about pending or potential litigation; and 4) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

The purpose of this meeting is to 1) to address personnel matters over which this body has jurisdiction; 2) to consult with counsel and staff about pending or potential litigation; and 3) to discuss the deployment of fire staff.

Vote to closed session:

Ms. Knesel - Yes

Ms. McKinney - Yes

Ms. Pompei - Yes

Ms. Pope - Absent

Mr. Roberts - Yes
Ms. Weaver - Yes
Mayor Jordan - Yes

The following staff members was attendance: Josué Salmerón, City Manager; and Todd Pounds, Legal Counsel

Other individuals were in attendance: Chief Tommy Ray, Greenbelt Volunteer Fire Department.

Council took the following action: voted to authorize filing an injunction and temporary restraining order to prevent fire department staffing changes from going into effect (7-0).

Attachments:

[Closed Session Form_06.27.24.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 06/27/2024 Time: 7:33 Location: MB Library and virtual

Motion to close meeting made by: Weaver Seconded by: Knesel

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. McKinney	x			
Ms. Pompei	x			
Ms. Pope				x
Mr. Roberts	x			
Ms. Knesel	x			
Ms. Weaver	x			
Mayor Jordan	x			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☒ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☒ To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) ☐ To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

- (10) [X] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- (11) [] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) [] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and

§3-305(b) (7) To consult with counsel to obtain legal advice on a legal matter;

§3-305(b) (8) To consult with staff, consultants, or other individuals about pending or potential litigation;

§3-305(b) (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

This statement is made by _____
Emmett V. Jordan (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: ☒ MCKINNEY (virtual); ☒ POMPI (virtual);
☒ JORDAN; ☒ POPE (virtual, 8:10 – 8:30; 9:03 -); ☒ ROBERTS; ☒ WEAVER;
☒ KNESEL

STAFF/OTHERS PRESENT:

Josué Salmerón, City Manager; Todd Pounds, Legal Counsel; Tommy Ray, Chief,
Greenbelt Volunteer Fire Department

TOPICS DISCUSSED:

Discussed options for dealing with proposed staffing changes for fire staff at Greenbelt
and Berwyn Heights stations

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: VOTED TO AUTHORIZE FILING AN INJUNCTION AND
TEMPORARY RESTRAINING ORDER TO PREVENT FIRE DEPARTMENT STAFFING CHANGES FROM GOING INTO
EFFECT (7-0)

TIME CLOSED SESSION ADJOURNED: 9:32

PLACE OF CLOSED SESSION: Municipal Building Library and virtual

PURPOSE OF CLOSED SESSION: THE PURPOSE OF THIS MEETING IS 1) TO ADDRESS PERSONNEL
MATTERS OVER WHICH THIS BODY HAS JURISDICTION; 2) TO CONSULT WITH COUNSEL AND STAFF
ABOUT PENDING OR POTENTIAL LITIGATION; AND 3) TO DISCUSS THE DEPLOYMENT OF FIRE STAFF.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(1)(7)(8) and (10): To discuss
the appointment, employment, assignment, promotion, discipline, demotion,
compensation, removal, resignation, or performance evaluation of appointees,
employees, or officials over whom it has jurisdiction; or any other personnel matter that
affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal
matter; To consult with staff, consultants, or other individuals about pending or potential
litigation; and To discuss the deployment of fire staff.

MEMBERS WHO VOTED TO CLOSE: ☒ MCKINNEY; ☒ POMPI; ☒ JORDAN; ☐ POPE;
☒ ROBERTS; ☒ WEAVER; ☒ KNESEL

SIGNATURE OF PRESIDING OFFICER: _____

Form Revised: 01/08/24

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Statement of Record - Closed Session, July 08, 2024

Suggested Action:

Reference: Statement for the Record, July 08, 2024

Closed Session of July 08, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06 (C)(2) of the Annotated Code of Public General Laws of Maryland. I moved that the minutes of tonight's meeting reflect that Council met in closed session on Monday, July 08, 2024, at 7:02 p.m., in the Municipal Building Library. Council held this closed meeting accordance with Section 3-305(b)(1)(8) and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with staff, consultants, or other individuals about pending or potential litigation; and to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

The purpose of this meeting is to discussed options for responding to staffing changes in fire staff at Greenbelt and Berwyn Heights stations, including recruitment and retention options.

Vote to close session:

Ms. Knesel - Absent

Ms. McKinney - Yes

Ms. Pompi - Yes

Ms. Pope - Yes

Mr. Roberts - Yes

Ms. Weaver - Yes

Mayor Jordan - Yes

The following staff members was in attendance: Josué Salmerón, City Manager.

Other individuals were in attendance: None

Council took the following actions: None

Attachments:

[Closed Session Form_07.08.24.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 07/08/2024 Time: 7:02 Location: MB Library

Motion to close meeting made by: Weaver Seconded by: Pope

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. McKinney	x			
Ms. Pompei	x			
Ms. Pope	x			
Mr. Roberts	x			
Ms. Knesel				x
Ms. Weaver	x			
Mayor Jordan	x			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☐ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☒ To consult with staff, consultants, or other individuals about pending or potential litigation;
- (9) ☐ To conduct collective bargaining negotiations or consider matters that relate to the negotiations;

- (10) ☒ To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
- (ii) the development and implementation of emergency plans;
- (11) ☐ To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) ☐ To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) ☐ To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) ☐ Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and

§3-305(b) (8) To consult with staff, consultants, or other individuals about pending or potential litigation;

§3-305(b) (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

This statement is made by _____
Emmett V. Jordan (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: [x] MCKINNEY; [x] POMPI; [x] JORDAN;
[x] POPE; [x] ROBERTS; [x] WEAVER; [x] KNESEL (starting at 7:05)

STAFF/OTHERS PRESENT:

Josué Salmerón, City Manager

TOPICS DISCUSSED:

Discussed options for responding to staffing changes in fire staff at Greenbelt and Berwyn Heights stations, including recruitment and retention options.

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: NONE

TIME CLOSED SESSION ADJOURNED: 7:28

PLACE OF CLOSED SESSION: Municipal Building Library

PURPOSE OF CLOSED SESSION: THE PURPOSE OF THIS MEETING IS 1) TO ADDRESS PERSONNEL MATTERS OVER WHICH THIS BODY HAS JURISDICTION; 2) TO CONSULT WITH STAFF ABOUT PENDING OR POTENTIAL LITIGATION; AND 3) TO DISCUSS THE DEPLOYMENT OF FIRE STAFF.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(1)(8) and (10): To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with staff, consultants, or other individuals about pending or potential litigation; and to discuss the deployment of fire staff.

MEMBERS WHO VOTED TO CLOSE: [x] MCKINNEY; [x] POMPI; [x] JORDAN; [x] POPE;
[x] ROBERTS; [x] WEAVER; [] KNESEL

SIGNATURE OF PRESIDING OFFICER: _____

Form Revised: 01/08/24

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Statement of Record - Closed Session, October 28, 2024

Suggested Action:

Reference: Statement for the Record, October 28, 2024

Closed Session of October 28, 2024: The following motion is needed: In accordance with the General Provisions Article, Section 3-06 (C)(2) of the Annotated Code of Public General Laws of Maryland. i move that the minutes of tonight's meeting reflect that Council met in closed session Monday, October 28, 2024, at 10:28 p.m., in Council Chambers. Council held this closed meeting in accordance with Section 3-305-(b)(1)(8) and (10) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: 1) to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; 2) to consult with staff, consultants, or other individuals about pending or potential litigation; and 3) to discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and 9ii) the development and implementation of emergency plans.

Vote to close session:

Ms. Knesel - Absent for the vote

Ms. McKinney - Yes

Ms. Pompi - Yes

Ms. Pope - Yes

Mr. Roberts - No

Ms. Weaver - Yes

Mayor Jordan - Yes

Staff member in attendance: Josué Salmerón, City Manager

Other individuals were attendance: None

Council took the following actions during this session: authorized City Manager to pursue an appeal of the lawsuit related to fire department staffing changes (6-1, Mr. Roberts).

Attachments:

[Closed Session Form_10.28.24.pdf](#)

**WRITTEN STATEMENT FOR CLOSING A MEETING
OF THE GREENBELT CITY COUNCIL**

Date: 10/28/2024 Time: 10:28 Location: Council Chambers

Motion to close meeting made by: Weaver Seconded by: McKinney

Members voting to close meeting:

	Yes	No	Abstain	Absent
Ms. McKinney	x			
Ms. Pompei	x			
Ms. Pope	x			
Mr. Roberts		x		
Ms. Knesel				x (for vote)
Ms. Weaver	x			
Mayor Jordan	x			

**STATUTORY AUTHORITY TO CLOSE SESSION (check all that apply):
This meeting will be closed under General Provisions Article, §3-305(b) only:**

- (1) ☒ To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals;
- (2) ☐ To protect the privacy or reputation of individuals concerning a matter not related to public business;
- (3) ☐ To consider the acquisition of real property for a public purpose and matters directly related thereto;
- (4) ☐ To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- (5) ☐ To consider the investment of public funds;
- (6) ☐ To consider the marketing of public securities;
- (7) ☐ To consult with counsel to obtain legal advice on a legal matter;
- (8) ☒ To consult with staff, consultants, or other individuals about pending or potential litigation;

- (9) [] To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- (10) [X] To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including:
- (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- (11) [] To prepare, administer, or grade a scholastic, licensing, or qualifying examination;
- (12) [] To conduct or discuss an investigative proceeding on actual or possible criminal conduct;
- (13) [] To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter;
- (14) [] Before a contract is awarded or bids are opened, to discuss a matter directly related to a negotiating strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.

FOR EACH CITATION CHECKED ABOVE, THE REASONS FOR CLOSING AND TOPICS TO BE DISCUSSED:

§3-305(b) (1) To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; and

§3-305(b) (8) To consult with staff about pending or potential litigation.

§3-305(b) (10) To discuss public security, if the public body determines that public discussion would constitute a risk to the public or to public security, including: (i) the deployment of fire and police services and staff; and (ii) the development and implementation of emergency plans.

This statement is made by _____
Emmett V. Jordan (Signature of Presiding Officer)

**WORKSHEET FOR USE IN CLOSED SESSION (CHECKLIST OF DISCLOSURES TO BE
MADE IN MINUTES OF NEXT REGULAR MEETING-NOT A PART OF THE CLOSING STATEMENT)**

OFFICIALS ATTENDING CLOSED SESSION: ☒ MCKINNEY; ☒ POMPI;
☒ JORDAN; ☒ POPE; ☒ ROBERTS; ☒ WEAVER; ☒ KNESEL

STAFF/OTHERS PRESENT:

Josué Salmerón, City Manager

TOPICS DISCUSSED:

Fire department staffing situation and status of lawsuit; update about another pending lawsuit

ACTION(S) TAKEN (IF ANY) AND RECORDED VOTES: Authorize City Manager to pursue an appeal of the lawsuit related to fire department staffing changes (6-1, Roberts)

TIME CLOSED SESSION ADJOURNED: 11:26

PLACE OF CLOSED SESSION: Council Chambers

PURPOSE OF CLOSED SESSION: THE PURPOSE OF THIS MEETING IS 1) TO ADDRESS PERSONNEL AND LEGAL MATTERS OVER; 2) TO CONSULT WITH COUNSEL ABOUT PENDING OR POTENTIAL LITIGATION; AND 3) TO DISCUSS THE DEPLOYMENT OF FIRE STAFF.

STATUTORY AUTHORITY FOR THE CLOSED SESSION: §3-305(b)(1)(8) and (10):To discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or any other personnel matter that affects one or more specific individuals; To consult with counsel to obtain legal advice on a legal matter; and To discuss the deployment of fire staff.

MEMBERS WHO VOTED TO CLOSE: ☒ MCKINNEY; ☒ POMPI; ☒ JORDAN; ☒ POPE;
☐ ROBERTS; ☒ WEAVER; ☐ KNESEL (absent for vote)

SIGNATURE OF PRESIDING OFFICER: _____

Form Revised: 01/08/24

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Recreation

Item Type: Council Reports

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

City Council Referral - Multilingual Welcome Sign at City

Suggested Action:

It is recommended that the Council accept this report.

Attachments:

[Multilingual Welcome Sign at City Parks.pdf](#)

**PARK AND RECREATION ADVISORY BOARD
REPORT TO CITY MANAGER**

Subject: City Council Referral on Multilingual Welcome Sign at City Parks

Background: The Park and Recreation Advisory Board received a referral from City Council pertaining to the proposal to install multilingual welcome signage at city parks: specifically, to “provide feedback on the suitability and effectiveness of the community’s chosen languages and locations.” At its September 18 Regular Meeting, PRAB discussed the proposal with Robert Goldberg-Strassler, who presented the original request. PRAB had a subsequent discussion at its November 20 regular meeting, at which time there was sufficient discussion and consensus to provide a response and recommendation.

Recommendation: PRAB believes that the two locations referenced in the original presentation, Buddy Attick Park and Schrom Hills Park, would be sufficient to greet many members of the Greenbelt community. PRAB also supports the language recommendations with the expectation that any decisions would also involve opportunities for community input and feedback, such as surveys, work sessions and community engagement efforts.

In addition to the specific response requested in the referral, PRAB also discussed several other considerations, including:

- Additional signage locations should be considered, such as at Springhill Lake Recreation Center, and other city entry points, understanding that there are certain challenges with signage standards on roadways that might preclude placement at these locations.
- Signage should be consistent with a citywide signage/wayfinding plan, as well as with the Buddy Attick Park Master Plan.
- Utilizing digital signage would allow for more languages to be shown over time, as well as for adjustments or additions to the existing languages represented. Alternatively, a static sign that also directed individuals to the city’s website/welcome page (such as a QR code) could allow for additional languages to be included.

Respectfully submitted by:
Jake Chesnutt, PRAB Chair
Matt Sickle, PRAB Vice-Chair

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS - 30 minutes (7:45 - 8:15 p.m.)

Subject:

Senior Citizens Advisory Committee - 2024 Annual Open Forum Report

Suggested Action:

It is recommended that City Council accept this report.

Attachments:

[SCAC 2024 Open Forum Report with Cover Letter.pdf](#)

25 Crescent Road, Greenbelt, MD 20770
www.greenbeltmd.gov/recreation | 301.397.2200



TO: Emmett Jordan and the Greenbelt City Council
FROM: Senior Citizens Advisory Committee
RE: Open Forum of September 21, 2024
DATE: October 29, 2024

Mayor Jordan and Greenbelt City Council:

Attached is the Senior Citizens Advisory Committee's Report from the Senior Citizens Open Forum held September 21, 2024.

We felt the 2024 Open Forum went well. The many topics discussed are listed in the report. SCAC has indicated its priorities at the beginning of the report.

The SCAC feels that it is unnecessary to hold a work session this year, but some follow-up response regarding the report recommendations would be greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Mary Wade".

Mary Wade
Chair, Senior Citizen's Advisory Committee
October 2023 - October 2024

A NATIONAL HISTORIC LANDMARK

Greenbelt's Senior Citizens Advisory Committee

2024 Recommendations to the Greenbelt City Council

Annual Open Forum Meeting-- September 21, 2024

The Senior Citizens Advisory Committee is making the following recommendations for your consideration based on the responses from City residents during our annual Open Forum event on September 21, 2024. A summary of their responses can be found in the meeting notes that follow these recommendations.

1. More senior housing is needed in Greenbelt to keep our aging population in our city. This has been a concern of our committee for several years and is our primary recommendation.

Specifically, we are requesting that our committee be included in the planning process that will offer senior housing for independent living that is affordable given a moderate income, provides some security, and offers an option to purchase or rent.

2. The edges of the outdoor steps between the Community Center and the Library parking lot require maintenance to provide walking security.

3. At the intersection of **Hanover Parkway and Greenbelt Road**, two items are of concern to pedestrians:

- Cars exiting Greenbelt Road are not aware of pedestrians crossing from the sidewalk to get to the traffic light.
- A visually impaired citizen described her difficulty in getting the whole way across Greenbelt Road before the traffic light changed.

4. The Maryland Highway Department needs to address the very dangerous intersection at **Legion Drive and Lakecrest Drive**.

Positive Comments:

Lake path and lake

Runners have responded

GIVES

New bank name

Space and greenery and wildlife

Landscaping and litter control

News Review

Walking paths

Public Works

Park Ranger Program

Love my court and people

Lake will be more accessible

Golden Age Club

Hole next to sidewalk fixed

Sidewalks are in good order

Greenbelt Connection

People are connected

Senior Lunch program

Love the longevity of Greenbelt

Willing to pay for good things

Sense of community
Museum
We are vocal and responsive
Pool and Rec Dept

Maglev negative
Roosevelt Center
Police Dept

Challenges: To Do's/Issues

Install handrails in elevators in Community Center

Offer pool exercise for Seniors on Monday, Wednesday and Friday Need more classes on a regular basis for seniors.

Maintenance of steps between Library and Community Center. Yellow reflective tape at edge of each step needs to be reapplied. Bottom two stairs are missing reflective tape and several other steps are damaged.

Intersection of Greenbelt Road and Hanover Parkway: There needs to be a stop sign on the right-turn lane coming from Greenbelt Road. Pedestrians crossing have to dodge traffic exiting from Greenbelt Road onto Hanover Parkway.

A visually impaired citizen described her difficulty in getting the whole way across Greenbelt Road before the traffic light changed.

Received no response from City of issue with contractor repaving of Green Ridge House parking lot. Sidewalk was closed to pedestrian traffic but no signage was displayed indicating that the sidewalk was closed ahead. Very dangerous to pedestrian traffic having to use the street to get around the work zone. City and Green Ridge House were notified of the contractor issue. Reporter received no response from the city.

Intersection of Legion Drive and Lakecrest Drive: This is a very dangerous intersection that needs to be addressed by the Maryland State Highway Administration.

Armory at the corner of Southway and Greenbelt Road is now the property of the City of Greenbelt. Plans need to be developed and approved by the City Council for developing that property.

There has been a long term water leak at the corner of Gardenway and Ridge Road. WSSC needs to address this problem as it has been a long-standing problem for more than 6 months.

Senior housing is needed.

Fire House issues.

PG County needs a Landlord Tenant Association similar to the one in Montgomery County

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: LEGISLATION

Agenda Section: LEGISLATION - 10 minutes (8:15 - 8:25 p.m.)

Subject:

Ordinance of the Council of the City of Greenbelt Amending Chapter 8 "Elections" of the City Code to Add § 8-14 "Vacancies On Council" To Implement Procedures for Filling Vacancies on the Council Relative to the Next Regular Election, And to Provide the Voters of the City to Participate in the Process

- 1st Reading

Suggested Action:

Reference: Ordinance

Enclosed in the Council packet is an ordinance of the Council of the City of Greenbelt amending Chapter 8 "Elections" of the City Code to add § 8-14 "Vacancies on Council." This amendment outlines the procedures for filling vacancies.

It is recommended that this ordinance be introduced for first reading.

Attachments:

[Council Vacancy Ordinance.pdf](#)

Introduced:
1st Reading: December 9, 2024
Passed:
Posted:
Effective:

ORDINANCE NUMBER: XXXX

ORDINANCE OF THE COUNCIL OF THE CITY OF GREENBELT AMENDING CHAPTER 8 “ELECTIONS” OF THE CITY CODE TO ADD § 8-14 “VACANCIES ON COUNCIL” TO IMPLEMENT PROCEDURES FOR FILLING VACANCIES ON THE COUNCIL RELATIVE TO THE NEXT REGULAR ELECTION, AND TO PROVIDE THE VOTERS OF THE CITY TO PARTICIPATE IN THE PROCESS

WHEREAS, pursuant to §5-202 of the Local Government Article, Annotated Code of Maryland, the City of Greenbelt(hereinafter, the “City”) has the power to pass such ordinances as it deems necessary to assure the good government of the City; protect and preserve the City's rights, property, and privileges; preserve peace and good order; secure persons and property from danger and destruction; and protect the health, comfort, and convenience of the residents of the City; and

WHEREAS, the current law in the City governing the filling of vacancies on the City Council requires the remaining members of the Council elect a person to fill the unexpired term; and

WHEREAS, the current law does not consider the timing of the vacancy relative to the next regular election, and does not permit the voters of Greenbelt to cast a vote; and

WHEREAS, the City Council have determined the current process to fill vacancies needs revision to provide clarity, efficiency, and inclusiveness to the process.

Section 1. NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Council of the City of Greenbelt that Chapter 8 “Elections” of the City Code be amended to add Section 8-14 “Vacancies on Council” as follows:

SEC. 8-14. Vacancies on Council.

IF, AS PROVIDED IN THE CHARTER, A SEAT ON THE COUNCIL BECOMES VACANT, THEN THE VACANCY SHALL BE FILLED AS PROVIDED IN THIS SECTION. TO BE ELIGIBLE, EACH CANDIDATE MUST BE A QUALIFIED VOTER, 18 YEARS OF AGE OR OLDER.

(A) IF THE VACANCY OCCURS DURING THE PERIOD AFTER A REGULAR ELECTION UNTIL 181 DAYS BEFORE THE NEXT ELECTION, THEN IT SHALL BE FILLED BY SPECIAL ELECTION, BY MAIL-IN VOTING, AS FOLLOWS:

(1) AFTER COUNCIL BY RESOLUTION ANNOUNCES THE VACANCY, CANDIDATES MUST

FILE NOMINATION PAPERS WITH THE CLERK WITHIN 30 DAYS OF PASSAGE. PAPERS TO BE FILED INCLUDE A NOMINATION PETITION SIGNED BY THE CANDIDATE AND 25 REGISTERED VOTERS AND A FINANCIAL REPORT FORM SIGNED BY THE CANDIDATE'S APPOINTED TREASURER SHOWING AN OPEN BANK ACCOUNT FOR THE CANDIDATE'S CAMPAIGN DONATIONS AND EXPENDITURES.

(2) WITHIN 20 DAYS OF THE LAST DAY FOR FILING NOMINATION PAPERS, THE BOARD OF ELECTIONS MUST APPROVE, AND THE CLERK MUST MAIL A BALLOT VIA FIRST CLASS MAIL TO ALL VOTERS ON PRINCE GEORGE'S COUNTY'S LIST OF REGISTERED VOTERS AND THE CITY'S SUPPLEMENTAL VOTER LIST. NAMES SHALL APPEAR ON THE BALLOT IN THE ORDER DETERMINED BY RANDOM DRAWING. THE CLERK MUST INCLUDE INSTRUCTIONS WITH THE BALLOT FOR ITS COMPLETION AND SUBMITTAL.

(3) BALLOTS MAY BE SUBMITTED TO THE CLERK'S OFFICE BY MAILING, DROP BOX, OR PERSONAL DELIVERY, BUT THEY MAY NOT BE COUNTED UNLESS RECEIVED IN THE CLERK'S OFFICE OR A DROP BOX ON OR BEFORE THE DUE DATE, WHICH SHALL BE NO EARLIER THAN 30 DAYS AFTER THE CLERK'S MAILING.

(4) WITHIN THREE DAYS AFTER THE BALLOT DUE DATE, ALL CANDIDATES MUST FILE A REPORT OF CAMPAIGN CONTRIBUTIONS AND EXPENDITURES, TO BE ELIGIBLE FOR ELECTION.

(5) WITHIN FIVE DAYS OF THE BALLOT DUE DATE, THE BOARD SHALL DETERMINE THE VOTE TOTALS AND CERTIFY THE RESULTS TO THE COUNCIL.

(6) BEFORE TAKING THE OATH OF OFFICE, THE WINNING CANDIDATE OR CANDIDATES MUST MEET ALL REQUIREMENTS IN THE ELECTION CODE.

(B) IF THE VACANCY OCCURS MORE THAN 60 AND UP TO 180 DAYS BEFORE THE NEXT REGULAR ELECTION, THEN COUNCIL MEMBERS MUST FILL IT BY MAJORITY VOTE, WITHIN 45 DAYS. THE COUNCIL MUST HOLD A PUBLIC HEARING IN EACH CITY AREA, IN GREENBELT EAST, CENTRAL, AND WEST, AND ALLOW A WRITTEN NOMINATION, UNTIL THE DATE OF THE FINAL HEARING, OF EACH CANDIDATE.

(C) IF THE VACANCY OCCURS 60 OR FEWER DAYS BEFORE THE NEXT REGULAR ELECTION, THEN THE SEAT MAY REMAIN VACANT UNTIL AFTER THE ELECTION OR THE

COUNCIL, IN ITS DISCRETION, BY MAJORITY VOTE AND AFTER AT LEAST ONE PUBLIC HEARING, MAY FILL THE SEAT FOR THE REMAINDER OF THE COUNCIL TERM.

(D) IF, MORE THAN 90 DAYS BEFORE AN ELECTION, THERE OCCUR THREE OR MORE COUNCIL VACANCIES, THEN THE SEATS MUST BE FILLED BY SPECIAL ELECTION. NOMINATIONS, BALLOT PREPARATION, VOTING, CERTIFICATION, AND FILING A

REPORT OF CAMPAIGN CONTRIBUTIONS AND EXPENDITURES SHALL FOLLOW THE PROCEDURES STATED ABOVE, EXCEPT AS FOLLOWS: CANDIDATES SHALL HAVE 20 DAYS TO FILE NOMINATION PAPERS, AND VOTERS SHALL HAVE 20 DAYS TO SUBMIT THEIR BALLOTS.

(E) AFTER A VOTE TO FILL A VACANCY HAS BEEN CERTIFIED BY THE BOARD OR HAS OTHERWISE BEEN DETERMINED FINAL BY THE COUNCIL, THE SELECTED CANDIDATE, OR CANDIDATES, WITHIN TEN DAYS, SHALL TAKE THE OATH OF OFFICE AND BE ELIGIBLE TO PARTICIPATE IN ALL COUNCIL PROCEEDINGS.

INTRODUCED by the Council of the City of Greenbelt, Maryland, at its regular meeting of _____, 2024.

EFFECTIVE the _____ day of _____, 2024.

By: _____
Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

KEY:

ALL CAPS indicate matter added to existing law.

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Resolution

Agenda Section: LEGISLATION - 10 minutes (8:15 - 8:25 p.m.)

Subject:

Charter Amendment Resolution of the Council of the City of Greenbelt to Amend §32
“Vacancies on Council” To Change the Procedure for Filling Vacancies on the Council by
Following Procedures in Newly Enacted § 8-14 Of Chapter 8 of the City Code
- 1st Reading

Suggested Action:

Reference: Charter Amendment Resolution

During the Regular Meeting on November 18, the Council discussed how to fill vacancies on the City Council. They considered whether to address this issue through a charter amendment or by updating the election code. The Board of Elections recommended that the procedure be outlined in the election code to facilitate future amendments. In response to this suggestion, the Council directed staff to draft a charter amendment that references the election code and incorporates the Board's recommendations directly into the code.

On January 13, Council will hold a public hearing prior to the second reading and adoption of this ordinance to gather input from the residents.

Enclosed in the Council packet is the legislation for review. It is recommended that this ordinance be introduced for first reading.

Attachments:

[Charter Amendment Resolution - Council Vacancies.version 1.pdf](#)

Introduced:
1st Reading: December 9, 2024
Passed:
Posted:
Effective:

CHARTER AMENDMENT RESOLUTION NO.: _____

CHARTER AMENDMENT RESOLUTION OF THE COUNCIL OF THE CITY OF
GREENBELT TO AMEND §32 “VACANCIES ON COUNCIL” TO CHANGE THE
PROCEDURE FOR FILLING VACANCIES ON THE COUNCIL BY FOLLOWING
PROCEDURES IN NEWLY ENACTED § 8-14 OF CHAPTER 8 OF THE CITY CODE

A Charter Resolution of the Council of the City of Greenbelt adopted pursuant to the authority of Article XI-E of the Constitution of Maryland and §4-301 *et-seq.*, Local Government Article, Annotated Code of Maryland as amended.

WHEREAS, pursuant to Section 32 of the City Charter, the Council shall elect a person to fill any vacancies on the Council for the unexpired term; and

WHEREAS, the current law does not consider the timing of the vacancy relative to the next regular election, and does not permit the voters of the City to cast a vote; and

WHEREAS, the City Council have determined the current process to fill vacancies needs revision to provide clarity, efficiency, and inclusiveness to the process.

Section 1. NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Greenbelt that §32 “Vacancies on Council be repealed, re-enacted, and amended to read as follows:

Sec. 32. Vacancies on [c]Council.

If a seat [in the council becomes vacant, the remaining members of council by a majority vote shall, as soon as possible, elect a person to fill the unexpired term. If three (3) or more council seats are vacant at the same time, the board of elections shall call at the earliest date a special election to fill said vacancies for the unexpired terms] **ON THE COUNCIL BECOMES VACANT FOR ANY REASON, INCLUDING WITHOUT LIMITATION DEATH OR RESIGNATION, PHYSICAL OR MENTAL OR LEGAL INCAPACITY, OR WILLFUL FAILURE TO PARTICIPATE IN COUNCIL PROCEEDINGS, ALL AS DETERMINED BY MAJORITY VOTE OF THE COUNCIL, THEN THE VACANCY SHALL BE FILLED AS PROVIDED IN SECTION 8-14 OF THE CITY CODE.**

Section 2. BE IT FURTHER RESOLVED by the Council of the City of Greenbelt that this charter resolution was introduced on the 9th day of December 2024 and was considered for adoption after a public hearing. It is adopted this ____, day of ____, 202__, after at least 21 days of prior public notice and shall become effective upon the fiftieth (50th) day after its passage by the city unless petition to referendum in accordance with § 4-304 of the Local Government Article, Annotated Code of Maryland within forty (40) days following its adoption. A complete and exact

copy of this charter resolution shall be posted in the City offices located at 25 Crescent Road, Greenbelt, Maryland 20770 for forty (40) days following its adoption by the Council and a fair summary of the charter resolution shall be published in the newspaper having general circulation in the city not less than four (4) times at weekly intervals, also within the forty (40) day period following its adoption by the City.

Section 3. **BE IT FURTHER RESOLVED** that within 10 days after the charter resolution hereby enacted becomes effective, either as herein provided or following referendum, the city manager for the City of Greenbelt shall send separately, by mail, bearing a postmark from the United States postal service, to the Department of Legislative Services, one copy of the following information concerning the charter resolution: (i) The complete text of this resolution; (ii) the date of referendum election, if any, held with respect thereto; (iii) the number of votes cast for and against this resolution by the Council of the City of Greenbelt or in the referendum; and (iv) the effective date of the charter resolution.

Section 4. **BE IT FURTHER RESOLVED** that the city manager of the City of Greenbelt be, and hereby is, specifically enjoined and instructed to carry out the provisions of Sections 2 and 3 as evidence of compliance herewith; and said city manager shall cause to be affixed to the minutes of this meeting (i) an appropriate certificate of publication of the newspaper in which the fair summary of the charter resolution shall have been published; and (ii) shall further cause to be completed and executed the municipal charter or annexation resolution registration form.

Section 5. **BE IT FURTHER RESOLVED** that if any provision of this charter resolution or the application thereof to any person or circumstance is held invalid for any reason, such invalidity shall not affect the other provisions or any other application of this charter resolution which can be given effect without the invalid provisions or application, and to this end, all the provisions of this resolution and of the charter are hereby declared to be severable.

INTRODUCED, by the Council of the City of Greenbelt, at a regular meeting on the ____ day of _____ 2024.

ADOPTED, by the Council of the City of Greenbelt at a regular meeting on the ____ day of _____ 202__.

EFFECTIVE, the ____ day of _____, 202__.

By: _____
Emmett V. Jordan, Mayor

ATTEST:

Bonita Anderson, City Clerk

KEY:

[Brackets] indicate matter deleted from existing law.

ALL CAPS indicate matter added to existing law.

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Legislative Issue Tracking

Suggested Action:

Councilmember McKinney requested this item to be added to the agenda.

Greenbelt City Council created a planning framework during the Council Retreat Sessions conducted in January and February of 2024. This framework has also guided the development of legislative priorities discussed in August 2024. Council is committed to moving forward with these priorities in FY2025. To effectively monitor and share progress with residents on these legislative priorities, a detailed tracking tool needs to be developed and regularly discussed and updated.

This tool should list, at minimum, the legislative issue, Councilmember that referred the issue, the current status within the legislative process, next steps, and timeline or target completion date. The tool should track issues at the City, County, and state level and should help inform work session scheduling and council meeting agenda topics. A summary of the status of these priorities can be included in the stakeholder meeting document that is included in the regular council meeting packet. Additionally, legislative priorities can be discussed quarterly in coordination with the City Manager's quarterly report.

Attachments:

[Council 2024-2025 Legislative Priorities, v2.pdf](#)

Council Legislative Priorities

Local						
Date	Issue	Referred By	Council Lead	Referred to / date	Next Steps/Objective	Feedback due/ Scheduled Date
	Food Truck parking policies			Advisory Planning Board	Research and review neighboring jurisdictions' policies Provide recommendations	
	HOA parking enforcement on private parking			Advisory Planning Board		
	Ban gas-powered blowers			Work session		
	Ranked Choice Voting	Council		Election Board	The BOE will provide a report to Council.	12/9/24
	District Voting	Council		Election Board	The BOE will provide a report to Council.	12/9/24
	Age requirements for Advisory Boards & Committees			City Staff	Update city website with language that states age requirements for participation	
	Civilian staff authorization to approve speed cameras			Council Meeting		
	Require composable take-away utensils			Green ACES		
	Ban on modified mufflers			Work session		
	Business registration and licensing for Home-occupation business					
	Removal of restaurant exception from Plastic Bag Ban					

	County					
Date	Issue	Referred By	Council Lead	Referred to	Next Steps/Objective	Target Timeline/ Scheduled Date
	Affordable/ Senior Housing					
	Inclusionary zoning	Jordan				
	Food Truck Registration					
	Shared Recreation Facilities	McKinney		City Staff	Follow up with School Board member to identify point of contact within PGCPs Schedule meeting with PGCPs Facilities department	
	Support for Retail Workers-standing	Pompi				
	Attracting healthy restaurant options	McKinney		City Staff	Research possible incentives and provide recommendations to the county	

	State					
Date	Issue	Referred By	Council Lead	Referred to	Next Steps/Objective	Target Timeline/ Scheduled Date
	Juvenile Justice Reform					
	MagLev					

Notes:

- Council work session
 - Objective: Council members will discuss and gain further insight and information from council and public before moving forward with formal council action
- Council meetings
 - Objective: Council members will discuss, gain insight from the public, and take action leading to a policy decision
- Council Advisory Board and Committee
 - Objective: The Advisory Board and Committee, in coordination with the City staff liaison and the council liaison, will review, discuss and provide feedback and recommendations back to the Council either at a worksession or regular council meeting within XXX months of it being referred to the committee (this time period can be specific to each item)
- City Staff/Consultants
 - Objective: City Staff will review, research and provide recommendations back to council either at a worksession or regular council meeting within XXX months of it being referred to the team (this time period can be specific to each item)

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Addressing Unbecoming Conduct of a Councilmember per Council Standing Rules

Suggested Action:

Mayor Pro Tem Weaver requested this item be added to the agenda in response to a staff grievance.

Attachments:

[2024-10-28_AddressingUnbecomingBehaviorOfRodneyRoberts.pdf](#)

[JEDI Action Team Memo and Transcript.pdf](#)

Addressing Unbecoming Conduct of a Councilmember per Council Standing Rules

City Council received a memo from the Justice, Equity, Diversity and Inclusion (JEDI) Action Team, a group of city employees from a multitude of departments who have been meeting to create a vision statement and promote the equity and inclusion goals of the City. They wished to “express concern regarding the continued pattern of disrespectful and verbally abusive behavior exhibited by Council Member Rodney Roberts.” They reference a recent specific incident in which Mr. Roberts was disrespectful and demeaning toward a staff member and disparaged the skills other staff members, although there are other examples of similar comments in the video archives of city meetings. This behavior violates the Standing Rules for the City Council of Greenbelt in several ways.

In section IV.2(b) it states:

“Members of Council shall not raise personnel matters pertaining to alleged improper performance or conduct of any city employee(s) or Council appointee(s) at a public Council meeting. Any concerns about the conduct or performance of any city employee(s) or Council appointee(s) shall be brought to the attention of the City Manager, or a closed session of Council may be requested to discuss the personnel matter.”

In section IV.8 it further states:

“A member of Council indulging in any language or conduct unbecoming a Councilmember shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of a majority of members present. The Council may, by a vote of not fewer than six members, expel a member from a meeting for disorderly conduct or the violation of Council rules.”

Being rude and insulting to staff, and questioning their skills and capacity in a public meeting, is conduct unbecoming of a council member, and should be reined in by the presiding officer, with the support of the rest of Council. If necessary, the offending council member should be removed from the meeting. Our standing rules do not outline further consequences for council members violating the rules, but it is the responsibility of City Council as a body to address inappropriate behavior of its members, and at the very least to publicly rebuke our colleague for his poor behavior and not let it stand unchallenged. The JEDI Action team further points out that behavior such as that exhibited by Mr. Roberts “negatively impacts employee morale, creativity, and full participation in the workplace.” As has been emphasized through our JEDI audit process, it’s not just intent but ultimately impact that matters. The example of good behavior and creation of a supportive and inclusive environment begins at the top, with the elected officials of the City. As a lesson from this and other incidents, it would be in our best interests to further codify, as part of the standing rules or as a separate code of conduct, the expected behaviors of council members and the consequences for misbehaviors.

With all the foregoing as background, I move for a public rebuke of Mr. Rodney Roberts for conduct unbecoming a council member, including making disparaging and insulting comments about city staff in a public meeting, and negatively impacting the morale and productivity of staff and the overall environment in which the City functions.



City of Greenbelt, Maryland

Memorandum

Date: August 29, 2024

TO: Josué Salmeron

FROM: The JEDI Action Team

DATE: August 29, 2024

SUBJECT: Addressing Adverse Behavior from Council Members During Council Meetings

The JEDI Action Team is writing to express concern regarding the continued pattern of disrespectful and verbally abusive behavior exhibited by Council Member Rodney Roberts. This behavior was again observed during the Council Meeting on August 12, 2024, and the Council Retreat on August 14, 2024. These and many more incidents can be viewed on the meeting archives on the City's website. Council Member Roberts spoke in a disrespectful, demeaning, and abusive manner to Deputy Chief White and about the City's Public Works Department. He made statements that disparaged the skills of the Public Works Department and implied that our colleagues were "dumb" for accepting the vendor's quote. While the recent incidents have drawn attention, it is important to note this is not an isolated incident; similar behavior amongst council members has been ongoing for some time and employees have previously been instructed to simply tolerate it rather than address it directly.

It is clear that such conduct is in violation of Greenbelt's Community Pledge and inconsistent with the City's DEI goals. Furthermore, the Tribesby Audit highlights how such behavior negatively impacts employee morale, creativity, and full participation in the workplace. Allowing these actions to persist sends the message that such conduct is tolerated, which stifles open communication and undermines the City's efforts to build an inclusive and supportive environment.

Moving forward, the JEDI Team recommends the following actions:

1. Employees should be empowered to address the behavior in real-time using constructive dialogue skills, rather than being expected to endure it.
2. As a reminder to Council, read Section 6, Item 2b and item 8 in the Standing Rules. (please see attached page 5 & 7)
3. The City Council should censure Council Member Roberts for his ongoing inappropriate conduct. Additionally, moving forward the City Council should censure any Council Member or meeting attendee for inappropriate conduct such as the behavior described.
4. Senior City Management must take an active role in intervening and preventing this behavior in Council Meetings and other settings to ensure a safe and respectful work environment for all staff.
5. All Council Members should participate in dialogue training to improve communication skills and foster respectful interactions.

These actions are crucial to maintaining a respectful, welcoming, and productive community, aligned with Greenbelt's DEI values.

Sincerely,
The JEDI Action Team

Transcript from August 12th meeting

2:31:31

Rodney Roberts:

A couple of questions. Just wondering, you know, how do we go from a a check engine light to a \$16,000 engine replacement? So I'm just wondering what what's wrong with the truck? Sounds like the engine needs to be.

2:31:39

Josue Salmeron: We we received the report and Brian, Brian Kim couldn't be here tonight or we didn't expect this to come off,

2:31:45

Rodney Roberts: did not run or ran bad or didn't have any oil pressure or I mean, what's the matter with it? Yeah, I know that. You know the service guys up at sport, they'll sell you anything that you'll buy. And so I'm just wondering, you know, how we got to this?

2:31:53

Josue Salmeron: Deputy Chief White, do you have any details on what's wrong with this?

2:31:55

Rodney Roberts: I know the service guys up at sport and they'll sell you anything that you'll buy so I'm just wondering how we got to this.

2:32:09

Deputy Chief White: I'm not a mechanic, First off. Yeah, I make no assertions of that, but this vehicle is a canine vehicle. One of the things with the canine vehicles that's a little more unusual than other vehicles is because the the dog is inside the the quarter for over 8 hours a day. It's constantly idling. This vehicle had some. Continual problems that went back and forth to the shop a few times. They get the check engine light to go off and put it back in service. It would come back on, they'd bring it down. So back in January when this was put out again for diagnostics, they said, well, we can't figure out what's going on with it. We'll send it to sport Chevrolet. They told us that this is requires an engine repair and weighing the options of us needing the vehicle. This is the only other canine vehicle that we have. We have one new vehicle and this is a spare canine vehicle and the options with not having any money allocated in this fiscal year for vehicles that we could say, OK, we're going to dedicate one of these new vehicles to a canine vehicle, the 16,000 fee for the engine replacement. That would give us theoretically another 100,000 plus miles out of this vehicle. We thought between us and public works was a good investment rather than a 60 to \$70,000 replacement.

2:33:30

Rodney: Well, but but you know, I mean, how many miles does it got on it

2:33:33

Deputy Chief Tim White: 97

2:33:36

Rodney Roberts: 97,000. So that's that's not a lot. I mean, I've got I see GM's with hundreds of thousands of miles. So but but I'm wondering, you know, how does it get from, I mean was the car clunking out or stopping or?

2:33:51

Deputy Chief Tim: I wasn't driving it I just know that it was not it was not in drivable

2:33:55

Rodney Roberts: If it's a if it's a backup. My my problem is, is the sports Chevrolet will tell you anything and they'll charge you anything. And if you're dumb enough to take that, then you are. And so personally, but you know I can. You can buy a new engine complete engine for this. I assume it's probably of 350 or. Whatever, it's a V8, right?

2:34:25

Deputy Chief Tim White: Yeah, I, I don't know. I wasn't the one driving it. What I'll tell you is our public works folks do a great job of maintaining.

2:34:27

Rodney Roberts: You can buy a brand new engine for \$4000. And if we have mechanics at public works, they can put an engine in. If they can't put an engine in, then you know, get a book and teach yourself as you do and let them expand their knowledge a little bit. But don't tell me you're going to spend 16,000 because the truck has a light on, it keeps coming on, that's ludicrous and that's that's a RIP off of the public. You know, to spend that much money when I know I mean, I put engines and stuff all the time. And you can't have, you know, our whole rebuild and a replacement. It's it's one of the two. You're gonna take it out and fix the old one. That's a rebuild. You gotta put a new one that's a replacement. You're putting a new engine in. And you know, I buy engines all the time. They don't cost that much, specially for GM's. That's a, you know. Not since you know, Corvette engine or something like that, but. Yeah, from this. I just see this as not being a good deal for the public. That's that's what I see, you know, regardless of what the vehicles for, you know, and it's, it's gotta be right no matter what, no matter who's driving it. And. This is this is a rip off. That's all it is for. Chevrolet is taking advantage of you, of us of the taxpayers. That's what they're doing.

2:35:57

Mayor Jordan: Hey, Mr. Roberts, so did you want to defer this to the next meeting, we've got some...

2:36:02

Rodney Roberts: I know I probably, I know I won't convince anybody, but I wanted a chance to vote against this because this is a bad deal for the city. Let your mechanics learn something and

let them fix the truck. That's the only way you learn and expand your knowledge is to do something, not to hand it off to Sport Chevrolet or somebody else. Learn. Let your mechanics learn how to do the job. If they can't, if they're not willing to learn, then get somebody that is willing to learn, because that's the job of the mechanic to learn.

2:36:36

Mayor Jordan: I'm not going to disparage the mechanics but let's you know if you want to defer this to the next meeting to get some more information we can certainly do that but let's not

2:36:38

Rodney Roberts: You don't know everything. No one knows everything. You know, no one knows everything until the next. Anybody can learn information. We can certainly do that. But let's, let's not, don't ask me to, you know, spend all this money. Or something that I know is a rip off. I've got 50 years experience

2:36:51

Mayor Jordan: Uh miss council member please

2:36:55

Jenni Pompei: I would be willing to make a motion that we defer this so we can talk to Mr. Kim who probably knows more about the situation than the vehicle and can talk to us a little better about it I think. I cannot, I cannot claim to know anything about vehicles or engine rebuilds or repairs, and I would like to have an expert opinion on this.

2:37:16

Mayor Jordan: OK, well I'll second that. Is there any more discussion? OK, all in favor please say aye aye opposed. OK, so we're we're just you know this came up on July the 10th in writing. So it's been a month and I don't know if it's in storage over there at Sport Chevrolet, but I can probably wait another two or three takes center.

2:37:34

Josue Salmeron: I think it's in our shop and you know I understand what what Council member Roberts is is getting, I get it there. There's there's times where you gotta look at what are the options if we dedicate a, a mechanic or two working on this activity for days, weeks, there's other work that piles up.

2:37:59

Mayor Jordan: OK. OK, well we'll, we'll get the information and so we don't have to spin our wheels, you know, endlessly

2:38:06

Kristen Weaver: and maybe an estimate of how much time it would take and what the equivalent hour cost of that too.



STANDING RULES FOR THE CITY COUNCIL

EFFECTIVE: January 10, 2022

25 CRESCENT ROAD
GREENBELT, MD 20770-1886

STANDING RULES FOR THE COUNCIL OF THE CITY OF GREENBELT, MARYLAND

January 10, 2022

I. Council Meetings

1. Regular Council Meetings

- a. In accordance with the City Charter, which prescribes that the City Council shall meet not less frequently than once each month, the following schedule is hereby established for Council to meet in regular session: Regular meetings shall be held on the second and fourth Mondays, except for the months of July, August, and December when Council shall meet on the second Monday only. When any regularly scheduled meeting falls on a declared city or religious holiday the meeting shall be held on the following Tuesday at the same hour unless otherwise provided by motion of the City Council. By agreement of a majority, the Council may dispense with or reschedule any regular meeting provided that at least one meeting of Council shall be held in each calendar month. Such action shall be taken by motion at a regular meeting preceding the one to be changed where time permits.
- b. Regular meetings of the Council shall be held at 7:30 p.m. in the Council Room of the Municipal Building unless Council, by motion, designates another time or another public place within the corporate limits of the City of Greenbelt.

2. First Meeting Following Council Election

- a. At 7:30 p.m. on the first Monday following a regular Council election or run-off election, the Council shall meet at the usual place for holding its meetings, and the newly elected members shall, upon taking the oath of office, assume the duties of office. If an emergency meeting needs to be held between the election and the first meeting, the newly elected members shall take the oath of office at this meeting, and assume the duties of the office.
- b. At the organizational meeting following a Council election, the newly elected members shall, before entering upon the duties of their office, take or subscribe to the oath or affirmation prescribed by City Charter. Such oaths or affirmations shall be made before the retiring Mayor or Mayor Pro Tem, except for the Mayor who, upon being elected, shall take the same oath before the Clerk of the Circuit Court for Prince George's County or before one of the Clerk's sworn deputies

- c. At the organizational meeting following a regular Council election, a majority of the members of Council shall choose one of its members as Mayor and shall also choose one of its members as Mayor Pro Tem. If a vacancy occurs in the office of Mayor, or in case of the Mayor's absence or disability, the Mayor Pro Tem shall act as Mayor for the unexpired term or during the continuance of the absence or disability of the Mayor.

3. Committee-of-the-Whole Meetings (Work Sessions)

Committee-of-the-whole meetings (work sessions) of the City Council may be held for the purpose of receiving and discussing information on such matters as deemed desirable and to request staff to obtain such other information as Council may request, provided that no formal actions shall be taken at such meetings and provided further that such meetings shall be open to the public. Work sessions are scheduled at convenient times based upon availability of Councilmembers. Informational items to be discussed at a work session shall be identified at the beginning of the meeting. Councilmembers may report such informational items at the end of the meeting. These informational items shall be recorded in the minutes under Other Business.

4. Closed Sessions

The Council shall have the right to meet in closed sessions, which shall be closed to the public, to consider items of a sensitive nature. Such meetings shall be held in accordance with the applicable provisions of the General Provisions Article, Section 3-305 of the *Annotated Code of Public General Laws of Maryland*. Closed sessions shall be called by the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council.

5. Special Meetings

Special meetings shall be called by the City Clerk upon the written request of the Mayor, the City Manager, or four members of Council. The City Clerk shall prepare a notice of the special meeting, stating the time and place of the meeting and the subjects to be considered at the special meeting. No subjects other than stated in the notice shall be considered at the special meeting, except by unanimous consent of all members of Council. Notices of special meetings shall be served upon each member of Council and the City Manager, or left at their usual places of residence, at least two hours before the time of the meeting. It shall also be the duty of the City Clerk, immediately upon receipt of a written request for a special meeting, to make diligent effort to notify each member of Council and the City Manager, by email, text, telephone or otherwise, of such special meeting.

6. Attendance at Meetings

Members shall attend all regular and special meetings, and work sessions of the Council. If a Councilmember cannot attend a regular or special meeting of the Council because of illness or other unavoidable circumstance, the Council shall be so advised. The Council shall have the power to compel the attendance of any absent member by a majority vote of the members present at any meeting.

In the event that a councilmember is unable to physically attend the meeting and desires to participate in the meeting (including voting) by electronic means (telephone, skype, etc.), the councilmember may do so with the approval of a super-majority of the Councilmembers physically present providing:

- a. The councilmember has all the materials for the meeting in his/her possession;
- b. The councilmember can be clearly heard and understood by all those present at the meeting; and
- c. The councilmember can clearly hear and understand all those present at the meeting.
- d. If the meeting is a closed session, participation must be done in a private and confidential manner.

7. Notice of Meetings of the Council

Written notice of all public meetings of the City Council shall be posted on the bulletin board at the Municipal Building, listed on the city's cable television access channels, listed on the city Website, and shared to the City's Social Media showing the date, time, place, and topic(s) of such meetings. Notice of regular meetings of the Council, public hearings and, insofar as possible, work sessions and special meetings shall be published in the *Greenbelt News Review* the week preceding the Council meeting and shall include a preliminary agenda or, in the case of work sessions, the topic(s) to be considered.

8. Meetings of Council Open to the Public

All meetings of the Council, with the exception of closed sessions authorized by applicable state law, shall be open to the public. Residents of the city and others shall have a reasonable opportunity to be heard on any matter being considered at the meeting. This should be read at the beginning of each meeting and added to the top of each agenda. Persons desiring to speak on a matter being considered by the Council shall raise their hands, physically or virtually, in front of Council and, after being recognized by the presiding officer, shall identify themselves and their place of residence, shall confine themselves to the question under debate, avoid personalities, and refrain from impugning the motives of any Councilmember's argument or vote or the statements of any other resident or person. Residents of Greenbelt shall have precedence over others in being

recognized. No person shall speak more than once upon any one subject until every other person choosing to speak thereon shall have spoken, and no person shall speak for a longer than three minutes at any one time without the consent of Council.

II. Presiding Officer

1. Presiding Officer

The Mayor or, in the Mayor's absence, the Mayor Pro Tem shall preside at all meetings of the Council. At the hour appointed for the Council to meet, the Mayor or, in the Mayor's absence, the Mayor Pro Tem shall take the chair and immediately call the members to order. At all regular meetings of Council, the roll shall be called by the City Clerk. The City Clerk shall enter in the minutes of all meetings the names of the members present.

2. Temporary Chair

In case of the absence of the Mayor and Mayor Pro Tem at a meeting of Council, the City Clerk shall call the Council to order. If a quorum is found to be present, the Council shall proceed to elect, by majority vote of those present, a Chair of the meeting who shall preside until the arrival of the Mayor or Mayor Pro Tem. The temporary Chair shall not preside beyond the adjournment of the meeting for which he or she was elected.

III. Quorum

A majority of the members elected to the Council shall constitute a quorum to conduct business. However, any number of members present may convene to compel the attendance of absent members.

IV. City Manager and Members of Staff

The City Manager shall have the right to take part in the discussion of all matters coming before the Council, and other members of staff shall be entitled to take part in discussions of the Council relating to their respective offices.

V. Minutes

1. Minutes of Meetings

The proceedings of the Council shall be briefly and accurately stated in the minutes. Titles of all ordinances and resolutions with their designated numbers shall be entered in the minutes and shall be preserved in a book for that purpose. The City Clerk shall keep minutes of all meetings, including special meetings, work sessions and closed sessions, and not less than three days before a regular meeting shall furnish each member of Council and the City Manager with copies of minutes of preceding meetings. Minutes of

regular meetings should be presented for Council's approval within 30 days, unless there are mitigating circumstances reported to Council.

Under the General Provisions Article 3-306(B)(2)(i) of State Law which states that minutes of meetings are not required if live and archived video is available, the video of Council meetings will serve as meeting minutes until the written minutes of the meetings are approved by Council.

2. Minutes Open to Public Review

Minutes of regular meetings, special meetings, public hearings, public meetings, and work sessions shall be available for review in the City Clerk's office during regular office hours. However, minutes shall not be available until approved by the Council in regular meeting. Approved minutes are also posted on the City website. Minutes of closed sessions of the Council held in accordance with applicable state law shall not be open to public inspection.

3. List of Action Items

Following each work session, a list of action items shall be prepared and provided to Council. A thank-you letter should be sent out after all stakeholder meetings listing the three top action items that was discussed.

VI. Duties and Privileges of Members

1. Seating Arrangement

Members shall occupy the respective seats at the Council table assigned by the Mayor at the organizational (Charter) meeting. Any two or more members may exchange seats by joining in a written notice to the Mayor to that effect.

2. Right to Floor

- a. Before speaking on any matter, a member shall seek the floor by addressing the presiding officer and, once recognized by the chair, shall confine comments to the question under debate, avoid personalities, and refrain from impugning the motives of any other member's argument or vote. No member of Council shall interrupt another without that member's consent. To obtain such consent, the member shall first address the presiding officer.
- b. Members of Council shall not raise personnel matters pertaining to alleged improper performance or conduct of any city employee(s) or Council appointee(s) at a public Council meeting. Any concerns about the conduct or performance of any city employee(s) or Council appointee(s) shall be brought to the attention of the City Manager, or a closed session of Council may be requested to discuss the personnel matter.

- c. As a practice City Council sets policy and budget priorities within the scope of its local jurisdictional authority and on matters directly related to its local sphere of influence. As a body, City Council shall not generally take positions on foreign, national, or regional issues that do not directly affect the conduct of the City's business.

3. Right of Appeal

Any member may appeal to the Council for a ruling on a decision of the presiding officer. The member making the appeal may briefly state the reason for the appeal, and the presiding officer may explain the ruling. However, there shall be no debate on the appeal. The presiding officer shall put the question: "Shall the decision of the Chair be sustained?" If a majority of the members present vote "yes," the ruling of the Chair is sustained; otherwise, it is overruled.

4. Limitation of Debate

No member shall be allowed to speak more than once upon any one subject until every other member choosing to speak thereon shall have spoken, and no member shall speak for a longer time than five minutes without consent of Council.

5. Voting

- a. When a question is put, every member present or attending remotely by electronic means shall vote either in the affirmative, the negative or abstain. Any member shall be entitled to abstain so long as such member gives a reason for abstaining and such reason falls within one of the following:
 - 1. When to vote would or could be considered improper pursuant to the City and State Ethics Laws.
 - 2. When to vote could or may show bias for or against a person, organization or business that the member has a close personal relationship with thus reflecting poorly on the member and the office such member holds.
 - 3. When for any other reason a member is not comfortable voting and has given the Chair a reason for requesting to abstain so long as excused by the Chair or Council by vote as provided for herein below.

Application to be excused from voting shall be made to the Chair before the votes are called for. After the member has briefly stated the reason for the request to be excused, the decision thereon shall be made by a super-majority of councilmembers present without debate.

Except as provided in the City Charter or these rules, all voting shall be by voice vote or by such other method as a majority of the Council shall decide for any particular vote.

- b. The “yeas” and “nays” (i.e., a vote by roll call) shall be taken upon the passage of all ordinances and resolutions and upon demand of any member made before the negative vote has been called for. Each Councilmember’s name shall be called in alphabetical order, except that the presiding officer shall be called to vote last. It shall not be in order for members to explain or comment upon their votes during roll call. A record of the “yeas” and “nays” and not voting on any roll call vote shall be entered upon the minutes of the proceedings of the Council.

6. Personal Privilege

The right of a member to address the Council on a question of personal privilege shall be limited to cases in which his or her integrity, character, or motives are assailed, questioned, or impugned.

7. Dissents and Protests

Any member shall have the right to express dissent from or protest against any ordinance, resolution, or act of Council and have the reason therefor entered upon the minutes. Such dissent or protest must be filed in writing, couched in respectful language, and presented to Council no later than the next regular meeting following the date of passage of the ordinance or resolution or action objected to.

8. Disorderly Conduct or Violation of Rules

A member of Council indulging in any language or conduct unbecoming a Councilmember shall be called to order by the presiding officer and, in such case, the offending member shall lose the floor and shall not proceed without the approval of a majority of members present. The Council may, by a vote of not fewer than six members, expel a member from a meeting for disorderly conduct or the violation of Council rules.

9. Demonstration or Disorder Among Bystanders

If any confusion, demonstration or disorder arises in the Council chamber, the presiding officer may, upon his or her initiative or upon the request of any member, enforce order. If the offending person or persons be a spectator, such person or persons may be ejected from the chamber. If any member of Council shall object to the ruling of the presiding officer, such member shall have the right to appeal to the Council.

VII. Council Procedure

1. Order of Business

The business of all regular meetings of Council shall be transacted in the following order, with items under “Other Business” to be listed in the order of greatest public interest. For the printed agenda, such determination shall be made by the City Manager, provided that, as an organizational matter, the order of business may be modified at the meeting by the presiding officer, with the consent of Council or by a motion of Council.

2. Agenda

I. Organization

Call to Order

Roll Call

Meditation and Pledge of Allegiance to the Flag

Consent Agenda – Staff Recommendations

Approval of Agenda and Additions

II. Communications

Presentations

Public Hearings

Petitions and Requests

Minutes of Council Meetings

Administrative Reports

Committee Reports

III. Legislation

Ordinances – Second Reading

Resolutions – Second Reading

Ordinances – First Reading

Resolutions – First Reading

IV. Other Business

Council Activities *

Council Reports *

V. Meetings

* Council Reports and Council Activities will be done at the regular meeting only if time allows. Council Reports and Council Activities may also be done at any work session. No member shall speak for more than five minutes without the consent of a simple majority of Council.

VIII. Agenda

1. The Printed Agenda

- a. The City Manager shall include on the agenda any item at the request of any member of Council, provided that the member of Council shall have furnished to the City Manager a proposal in writing of the item for Council to enact or take other action on, and all relevant background and supporting documents to be shared with City Council and members of the public in time for inclusion with the printed agenda. The City Manager shall notify Council of this addition.
- b. At least two days before each regular meeting, the City Manager shall provide each member of Council at his or her home a copy of the agenda for the forthcoming meeting, together with copies of all ordinances, resolutions, and background material of matters to be considered at the meeting. Members of Council who do not wish to have such material delivered to their homes may so inform the City Manager and make other arrangements.
- c. Copies of the agenda and agenda comments shall be posted on the City website and on the bulletin board in the Municipal Building the Friday prior to each regular meeting. A reasonable number of copies of the agenda and agenda comments shall be available to the public at the Council meeting or earlier upon request, as available. If requested by candidates, printed copies of the agenda packet—less any material of a confidential nature but including the agenda, agenda comments, minutes of previous meetings, and background and briefing materials—shall be provided to certified candidates

2. Approval of Agenda; Consent Agenda

- a. As an item of business under Section I, Organization, the Council shall review the agenda and the consent agenda. Any member of Council or the City Manager may request the addition of an item to the agenda, or may request the removal of an item from the consent agenda so that it may be considered as a separate item of business. A request for the addition of an item to the agenda, or the removal of an item from the consent agenda, shall be a matter of consideration and shall be voted upon at the time the Council considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.
- b. Any member of Council who will be absent from a meeting may request that an agenda item or consent agenda item be postponed. Such a request for deferral, giving the reasons for the request, shall be submitted in writing, email or by telephone to the City Clerk, City Manager and Council. A request for deferral shall be a matter of consideration and shall be voted upon at the time the Council

considers approval of the agenda or consent agenda, and Council action shall be reflected in the minutes of the meeting.

- c. The consent agenda shall be used for the group disposition of routine and minor items of business, such as approval of minutes, acceptance of board/committee reports, and such other items as designated by the City Manager. Consent agenda items will be specially identified as such. For each item of the consent agenda, Council will receive a written staff recommendation.
- d. Ordinances and resolutions, matters requiring a roll call vote or the consent of six members of Council, and items added to the agenda at the meeting shall not be placed on the consent agenda.
- e. Unless an item set forth in the consent agenda is requested to be considered separately by any member of Council or is postponed (see above), the Council, by a single motion, shall adopt the recommendations of the City Manager as set forth in writing for each item included in the consent agenda. The approved recommendations for each consent agenda item, however, shall be set forth separately in the minutes of the meeting.

3. Minutes

Reading of the minutes of the preceding meeting shall not be required unless so requested by a member of Council or unless written copies have not been provided each member of Council.

4. Petitions and Requests

Petitions and requests are defined to include any communication addressed to the City, City Manager, Council (as a body) or all individual members of Council, making any specific or general request requiring Council action. Written communications shall be first received by the Council, after which the Council shall receive petitions and requests from residents of the City present physically or virtually at the meeting. Such petitions and requests shall be heard by the Council as communications and shall not be subject to consideration or deliberations at that time. Each petitioner shall be allowed five minutes in which to state the nature of the petition and may submit such additional written information as the petitioner deems appropriate. The petitioner may be granted additional time with the consent of the Council. Where more than one person is present on behalf of the same petition, one person shall be designated principal spokesperson, and other persons shall be recognized only for the purpose of clarifying the request being made. Upon a petition or request being presented, the Council shall take one of the following actions:

- Refer to city staff for handling and disposition. The petitioner and Council shall be apprised of the disposition made within 90 days if possible.

- Refer to city staff or to an advisory board or committee for investigation, evaluation, and report to the Council at a future meeting.
- Add to the agenda of a subsequent meeting.
- By motion duly adopted, place the matter on the agenda of the current meeting.

A listing of Petitions and their status shall be posted on the City website.

5. Communications Not Requiring Council Action

If a written communication addressed to the Council does not require Council action, the City Clerk shall send copies to the members of Council, together with copies of any replies made to the communication, and the matter shall not be placed on the agenda unless a member of the Council or the City Manager requests that it be considered.

6. Anonymous Communications

Anonymous communications shall not be considered by the Council.

IX. Ordinances and Resolutions

1. Introduction

Ordinances and resolutions shall be introduced in the Council only in printed or in written form. All ordinances—except ordinances making appropriations and ordinances codifying or rearranging existing ordinances or enacting a code of ordinances—shall be confined to one subject, and the subject or subjects of all ordinances shall be clearly expressed in the title. An ordinance or resolution may be introduced for first reading by the reading of its title by any member of Council and a second is not required.

- a. Resolutions are used to set forth legal decisions and official positions of the City Council, to approve contracts, to set policy and to implement programs.
- b. Ordinances are used to update the City Code and Charter and to adopt measures as required by State law.

2. Distribution of Copies

Copies of all ordinances and resolutions shall be prepared for distribution to all members of Council, the City Manager, and the City Clerk at the meeting at which the ordinance or resolution is introduced. Whenever any member of the Council is absent from such meeting, the City Clerk shall arrange to have copies delivered.

3. First Reading

The first reading of an ordinance or resolution shall be for information. If there is no objection, the proposed ordinance or resolution shall go on the calendar for the next meeting of Council. There will generally be no public debate or testimony on the first reading of an ordinance or resolution. Council may ask questions or for clarification as to intent.

4. Review and Referral

- a. All proposed ordinances and resolutions shall be reviewed by the City Manager and/or City Solicitor before being presented for second reading and adoption. The City Manager shall provide a brief digest of the provisions thereof, and, where it is proposed to amend an existing ordinance or resolution, such digest shall indicate the changes sought to be made.
- b. If the Council so desires, any pending ordinance or resolution may be referred to any standing or special committee for study and recommendation or to the City Manager for study, recommendations, redrafting, etc.

5. Amendments

When a proposed ordinance or resolution is substantively amended upon either its first or second reading, the amended ordinance or resolution shall be considered to have had its first reading only and must be read on a second day, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council, as prescribed by the City Charter (see 8 b.).

6. Appropriation Ordinances

Ordinances making appropriations shall be confined to the subject of appropriations. Each proposed ordinance providing for an appropriation shall show fully the purpose of the appropriation and the source from which the funds are to be derived. The City Manager shall submit a written recommendation on each appropriation ordinance showing what effect the ordinance would have on the annual budget.

7. Ordinance to Issue Bonds

Ordinances to issue bonds shall meet all the requirements of the City Charter and applicable statutes.

8. Adoption

- a. After an ordinance or resolution has received a first reading, it shall be placed on the agenda for second reading at the next meeting of Council. When a proposed ordinance or resolution comes up for second reading, it may be deferred for

further study, deferred to a future meeting of Council, amended, or adopted. No ordinance or resolution shall be adopted until it has been read on two separate days, unless the requirement for reading it on two separate days shall be dispensed with by a vote of not fewer than six members of Council. The final reading of each ordinance and resolution shall be in full unless a written or printed copy thereof shall have been furnished to each member of Council prior to such reading. The "yeas" and "nays" shall be taken upon the adoption of all ordinances and resolutions and entered in the minutes of the proceedings of the Council.

b. Dispensing of Reading on Separate Days

A roll call of the "yeas" and "nays" shall be taken on a motion to dispense with the requirement of reading an ordinance or resolution on two separate days (Charter ref. Sec. 9). When a motion to suspend the rules to dispense with the requirement for reading of an ordinance or resolution on two separate days fails to receive an affirmative vote of six members, the ordinance or resolution shall go over to the next regular meeting of the Council.

c. Vote on Ordinances Revising Appropriations and Resolutions to Transfer Funds

As required by Maryland law, ordinances revising appropriations and resolutions transferring funds shall require a vote of not fewer than six members of Council.

9. Enacting Clauses

The enacting clause of all ordinances shall be "Be It Ordained by the Council of the City of Greenbelt, Maryland." The enacting clause of all resolutions shall be "Be It Resolved by the Council of the City of Greenbelt, Maryland."

10. Effective Date

All ordinances and resolutions passed by the Council shall take effect at the time indicated therein, but not less than ten days after the date of their adoption, except ordinances and resolutions of an urgent nature, which may by direction of Council become effective on date of adoption.

11. Authentication and Publication

Upon its adoption, each ordinance or resolution shall be authenticated by the signature of the Mayor and the City Clerk and shall be recorded upon a book kept for that purpose. Each ordinance and resolution shall be published as soon as possible after its adoption by posting it in a public place or places for ten days or, when required, by publishing it once within ten days in a newspaper of general circulation in the city, or both.

X. Rules of Order

1. Precedence of Motions

When a question is before the Council, motions shall have the following precedence and no motion of lesser precedence may be addressed until the motion of higher precedence is voted upon. The order from highest to lowest precedence is: a) to adjourn which is not debatable; b) to fix the hour of adjournment; c) to lay the question or issue on the table indefinitely or to a time certain; d) to call for the previous question; e) to refer; f) to amend. All motions noted herein shall be addressed to the Mayor (or Chairperson of the meeting if the Mayor is absent) and shall be voted upon by the Council after discussion by the Council and interested members of the public. Comments by the public regarding the above motions (except a motion to adjourn) shall be limited to three (3) minutes.

2. Motions to Be Stated by Chair

When a motion is made and seconded, it shall be stated by the Chair before debate. Any member may demand that it be put in writing.

3. Withdrawal of Motion

A motion may not be withdrawn by the mover without the consent of the member seconding it.

4. Motions Made Out of Order

The Chair may, at any time, with the approval of at least six members of Council permit a member to introduce an ordinance, resolution, or motion out of the regular order.

5. Motion to Adjourn - When Not in Order - Not Debatable

A motion to adjourn shall be in order at any time, except as follows: a) when repeated without intervening business or discussion; b) when made as an interruption of a member while speaking; c) when the previous question has been ordered; and d) while a vote is being taken. A motion to adjourn is not debatable.

6. Motion to Lay on the Table

A motion to lay on the table shall preclude all amendments or debate on the subject under consideration. If the motion shall prevail, the consideration of the subject may be resumed at any time by a majority vote under other business, at the same or at a subsequent meeting. A motion to table is not debatable.

7. Call the Question

Any member of Council may at any time Call the Question on a motion previously made which has had any number of proposed amendments thereto so long as such motion receives a second. Once a second to this motion is received all debate shall cease regarding any proposed amendments and the Council shall vote on the Call the Question motion without debate. If approved by a majority of a quorum of the Council, then Council shall immediately and without debate or public comment vote on only the motion previously made with the last amendment. All other amendments shall be considered as failed. If such vote passes by a majority, the Council shall move to the next item on its agenda. If the main motion fails, the secondary motion and all subsequent amendments will again be before the Council for debate and possible action. Any motions still pending at this time will be deemed lost.

8. Division of Question

If a question contains two or more divisible propositions, the presiding officer, upon request of a member, may divide the same.

9. Amend - Strike Out, etc.

On an amendment to "strike out and insert," the words to be struck out and those to be inserted shall be read, and finally the sentence or paragraph, as it would stand if so amended, shall be read.

10. Amend an Amendment

A motion to amend an amendment shall be in order, but one to amend an amendment to an amendment shall not be introduced. An amendment modifying the intention of a motion shall be in order, but an amendment relating to a different matter shall not be in order.

11. Motion to Postpone

All motions to postpone to a certain time, excepting a motion to postpone indefinitely, may only be amended as to time. If a motion to postpone indefinitely is carried, the principal question shall be declared lost.

12. Reconsideration

After the decision on any question, any member who voted with the prevailing side may move a reconsideration of any action at the same or the next meeting. A motion to reconsider shall require the approval of at least four members of Council. After a motion for reconsideration has once been acted on, no other motion for reconsideration thereof shall be made without unanimous consent of all members of Council.

13. Suspension of Rules

Any provisions of these rules not governed by the Charter, state law, or ordinance may be temporarily suspended at any meeting of the Council by a vote of not fewer than six members of Council. The vote on any question to suspend the rules shall be by "yeas" and "nays" and shall be entered in the minutes.

A motion to suspend the rule requiring two readings on separate days shall be debatable and, upon such motion, the main question shall be open for debate.

14. Procedure in Absence of Rule

In the absence of a rule to govern a point of procedure, reference shall be had to the approved practice in parliamentary bodies.

15. Special Order

To make any subject a special order of business shall require the consent of the majority of members of Council present.

16. Tie Vote

In case of a tie in the vote on any proposal, the proposal shall be considered lost.

17. Special Committees

a. From time to time, the Council may set up Special Committees to act on special occasions or to perform other duties. Special committees may be created only by adoption of a resolution, which resolution shall clearly outline the function, authority, and responsibility of the committee, the number of persons to be on the committee, method of selection or appointment of members of the committee, reports to be required of committee, expiration date of committee, and any other pertinent information necessary for the proper functioning of the committee. Such Special Committees may also be called Task Forces.

b. Powers

No committee of any kind shall have the power of employing any person for, or on behalf of, the city or incurring any expense without prior authorization of the City Manager. The committee may request the City Manager to furnish information and assistance which may be granted, provided it is pertinent to the matter before the committee and is not in violation of provisions of the Charter or policies established by the Council.

c. Report of Committees

Committees shall submit reports from time to time as requested by the Council or the City Manager. All reports shall be in writing, and sufficient copies shall be made available for each member of Council, the City Manager, and the City Clerk.

XI. Miscellaneous

1. To Amend Rules

These rules may be amended or new rules adopted in the same manner as any other resolution is passed, except that the requirement for reading may not be waived except by unanimous consent, with a recorded vote of all members.

2. Request for Meetings by Other Parties

The Mayor and members of Council often encounter requests for meetings related to City business either with the Mayor, a member of Council, or more than one member of Council from outside parties (developers, stakeholders, elected officials, etc.). Such requests should be made known to the entire Council prior to any meeting taking place. Notification of such a request can be at a scheduled work session or meeting of the City Council or, in the case of an emergency, by direct communication from the Mayor or member of Council who was requested to meet. Unless agreed upon by a majority of Council, all members of Council may attend any such requested meeting. Further, any such meeting including four or more members of Council shall be publicized and open to the public unless a Closed Session has been properly requested.

Nothing herein shall apply to contacts made by outside parties with members of Council at a political or social function. It is understood that contacts of this type need not be reported to the entire City Council at the next regularly scheduled meeting or work session unless a request is made by such party that requires Council action.

3. Council Recognitions

Council may issue Proclamations or Letters in recognition of certain events or causes with local implications, etc. It will be the decision of the Mayor whether to issue a Proclamation or a Letter.

Generally, proclamations are official (formal) declarations by City Council and letters are official recognitions by City Council.

4. Virtual Council Meetings

Members of Council are required to be visible for the majority of the meeting, barring technical constraints or physical illness.

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Chondria Andrews

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Authorizing the City Manager to Execute Contract for Website Redesign and Services

Suggested Action:

Reference:

Memorandum, C. Andrews, 12/5/2024

CivicPlus Contract

On October 7, the City of Greenbelt issued a request for proposal (RFP) for the website redesign. We received over 78 bids from local, national, and international companies by the deadline. Proposals were evaluated based on the following criteria:

- Firm/Team Experience: 15%
- Qualifications of the Project Team: 25%
- Project Approach and Schedule: 35%
- Project Cost: 15%
- References: 10%

After reviewing all proposals, we shortlisted three finalists: 64 Robots, Apptegy, and CivicPlus. Our Website Redesign Review Team, which included the City Manager, Assistant City Manager, Public Information Officer, Interim Director of IT, City Clerk, and Deputy City Clerk, conducted interviews with each finalist.

After careful evaluation, the team selected CivicPlus, a provider with over 25 years of experience delivering technology solutions to governments. Notably, CivicPlus serves many municipalities in Prince George's County and over 100,000 government users nationwide.

This website redesign will integrate a suite of products that work seamlessly to improve staff efficiency and ensure top-tier service for all visitors. The project is scheduled to kick off in late December and is expected to be completed by June 2025.

Staff recommends that the Council authorize the City Manager to execute a contract with CivicPlus for the website redesign project and services, for a total cost of \$44,878.99.

Attachments:

[City of Greenbelt Website Redesign Recommendation Memo 12.2024.pdf](#)

[SOW - Greenbelt MD - Web AMMS Media - CAC - 12.4 FINAL.pdf](#)



TO: Josué Salmeron
FROM: Chondria Andrews, Public Information Officer
DATE: December 5, 2024
SUBJECT: Recommendation for Website Redesign Vendor

Our city website, built in 2018, is due for an update with the latest technology and features. We aim to launch a redesigned site that enhances internal processes, improves connectivity, and provides more efficient service to our residents, businesses, visitors, City Council, and City staff.

On October 7, the City of Greenbelt issued a request for proposal (RFP) for a website redesign. We received over 78 bids from local, national, and international companies by the deadline.

Proposals were evaluated based on the following criteria:

- Firm/Team Experience: 15%
- Qualifications of the Project Team: 25%
- Project Approach and Schedule: 35%
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After reviewing all proposals, we shortlisted three finalists: 64 Robots, Apptegy, and CivicPlus. Our Website Redesign Review Team, which included the City Manager, Assistant City Manager, Public Information Officer, Interim Director of IT, City Clerk, and Deputy City Clerk, conducted interviews with each finalist.

After careful evaluation, the team selected CivicPlus, a provider with over 25 years of experience in delivering technology solutions to governments. Notably, CivicPlus serves many municipalities in Prince George's County and over 100,000 government users nationwide.

This website redesign will integrate a suite of products that work seamlessly to improve staff efficiency and ensure top-tier service for all visitors. The project will kick off in late December and is expected to be completed by June 2025.

It is the recommendation of the Website Redesign Committee for City Manager to award the bid to CivicPlus in the amount of \$44,878.99.

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-80343-1
8/5/2024 10:54 AM
12/20/2024

Client:
City of Greenbelt, MD

Bill To:
GREENBELT, MARYLAND

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Elizabeth Vesta		elizabeth.vesta@civicplus.com		Net 30

Website Project

QTY	PRODUCT NAME	DESCRIPTION
1.00	Annual - CivicEngage Central	Annual - CivicEngage Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Hosting & Security Annual Fee - CivicEngage Central	Hosting & Security Annual Fee - CivicEngage Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.greenbeltmd.gov/
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	DNS Hosting for .GOV Annual Fee	DNS Hosting for .GOV Annual Fee: https://www.greenbeltmd.gov/
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Ultimate Implementation - CivicEngage Central	Ultimate Implementation - CivicEngage Central

QTY	PRODUCT NAME	DESCRIPTION
1.00	48 Month Redesign Ultimate Annual - CivicEngage Central	48 Month Redesign Ultimate Annual - CivicEngage Central
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
200.00	Website Content Development - 1 Page	Content Development - 1 Page
6.00	Website New Customer Virtual System Training - Up to 3 hours	Website Virtual System Training - Up to 3 hours & 12 attendees
1.00	CivicSend Annual - CivicEngage Central	CivicSend Annual
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicSend Implementation - CivicEngage Central	CivicSend Implementation
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Police
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee: Parks and Recreation
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation

AMMS

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM Select: Pro Premium Implementation	Pro Premium Implementation; Includes config. of up to 10 meeting types, up to 10 boards, 1 approval workflow per meeting type, 4 hrs of training, and 2 hrs of consulting; Includes 1 original agenda, 1 original minutes, and 1 original staff report design
2.00	AMM Select: Virtual Training/ Consulting Fee	Includes 1 hour of virtual training or consulting

QTY	PRODUCT NAME	DESCRIPTION
1.00	AMM Select: Live Meeting Manager Annual Fee	AMM Select: Live Meeting Manager Annual Fee
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	AMM Select: Live Meeting Manager Implementation Fee	Live Meeting Manager Implementation
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
1.00	CivicPlus Media: Annual Fee	CivicPlus Media Annual Fee: Unlimited storage, unlimited users, up to 3 concurrent streams
1.00	AMM: Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicPlus Media: Implementation Fee	CivicPlus Media: Implementation Fee

List Price - Initial Term Total	USD 74,640.00
Total Investment - Initial Term	USD 44,878.99
Annual Recurring Services (Subject to Uplift)	USD 28,758.00

Initial Term	12 Months
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Public Works

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Authorize City Manager to Approve Purchase of IRIS Mainline Camera from Insight Vision

Suggested Action:

Reference:

Memorandum, B. Kim, 12/03/2024

City of Greenbelt IRIS-QuoteR1: Insight Vision Proposal

As part of ongoing efforts to improve the City's stormwater management system, several storm drain projects have previously been approved by the Council. Staff conducted extensive research into various equipment options, consulting with subject matter experts to ensure that all necessary criteria for operational efficiency, cost-effectiveness, and reliability were met. The camera is well-suited for the City's needs, offering advanced features that align with our operational goals.

Staff is seeking Council's authorization for the City Manager to execute the attached contract with Insight Vision, Inc. for the purchase of the IRIS Mainline Camera. The total cost for the equipment is \$37,787.00, which will be funded through the allocated ARPA funds for stormwater management.

Attachments:

[24.12.03_Memo_Approval_Insight_Vision_IRIS.pdf](#)

[City of Greenbelt IRIS-QuoteR1.pdf](#)



Date: 03-December-2024

To: Mr. Josué Salmerón, City Manager

From: Brian Kim, Assistant Director of Public Works - Operations

Re: **Insight Vision: IRIS Mainline Camera (Robotic Crawler)**

SUBJ.: **Council Approval – Purchase IRIS Mainline Camera**

Background:

As part of ongoing efforts to improve the City's stormwater management system, several storm drain projects have previously been approved by the Council. Additionally, ARPA funding has been set aside specifically for stormwater management initiatives. In response to these funding allocations, the Department of Public Works (DPW) was tasked with identifying equipment that would support the assessment and evaluation of storm drain systems.

Proposal:

Staff conducted extensive research into various equipment options, consulting with subject matter experts to ensure that all necessary criteria for operational efficiency, cost-effectiveness, and reliability were met. After careful review, the team identified the IRIS Mainline Camera as the best option for meeting these requirements. The camera is well-suited for the City's needs, offering advanced features that align with our operational goals.

Recommendation:

We are seeking Council's authorization for the City Manager to execute the attached contract with Insight Vision, Inc. for the purchase of the IRIS Mainline Camera. The total cost for the equipment is \$37,787.00, which will be funded through the allocated ARPA funds for stormwater management.

Attached: < City of Greenbelt IRIS-QuoteR1>: Insight Vision Proposal

IRIS MAINLINE CAMERA

COMPACT & PORTABLE MAINLINE CRAWLER



QUOTE

Quote Prepared By:

Quote Date:

QTY	DESCRIPTION	PART #	PRICE
Financing Per Month:		SUBTOTAL	
		SALES TAX	
		SHIPPING	
		TOTAL	

Financing Per Month:

**The Easy-To-Use,
Portable
Mainline
Inspection
Crawler that can
go almost
anywhere!!!**

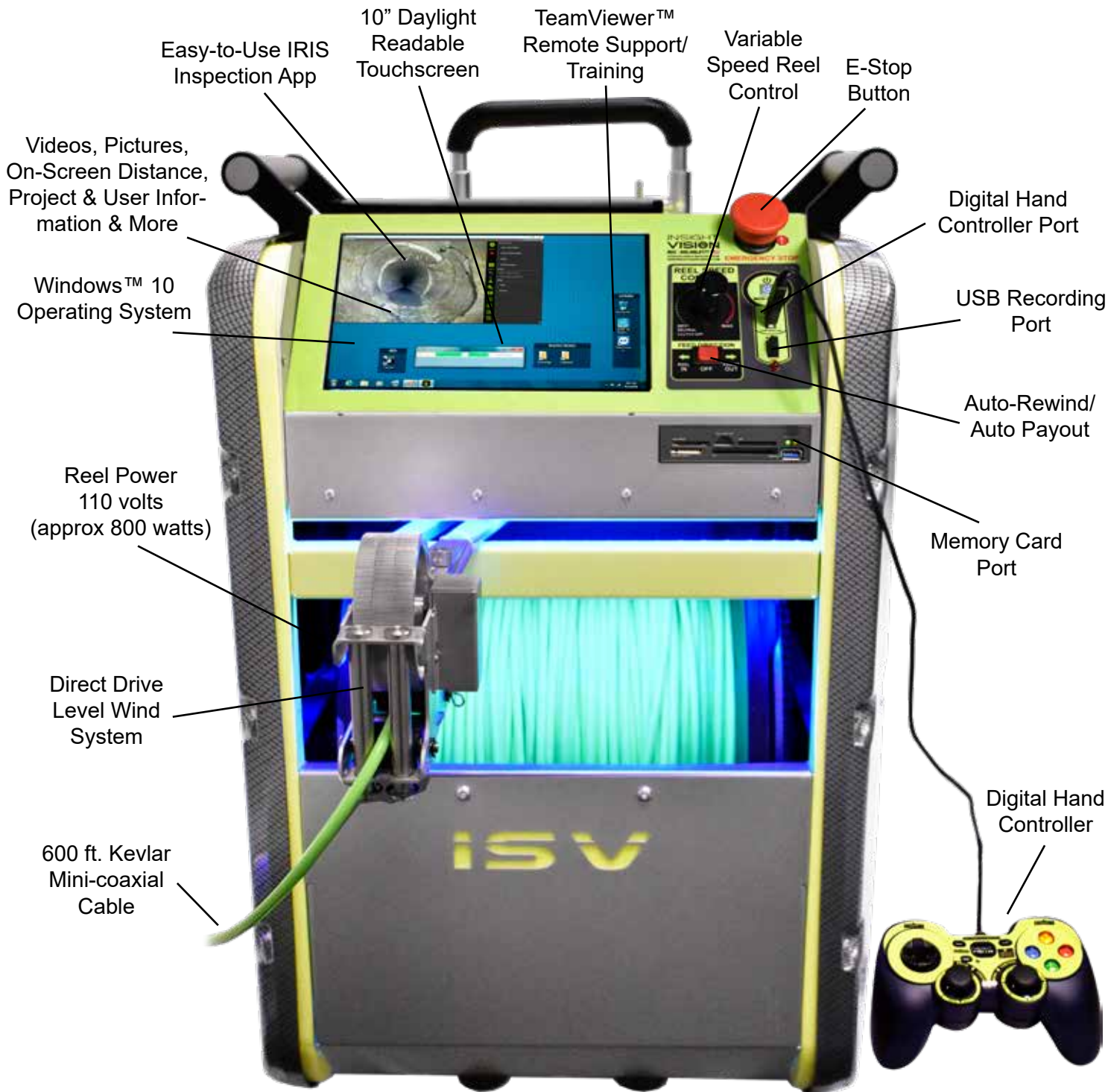


IRIS MAINLINE CAMERA

MOTORIZED REEL



IRIS SYSTEM & MOTORIZED REEL



MOTORIZED REEL SPECIFICATIONS

	Dimensions	29" H x 20" W x 21" D
	Weight	160 lbs.
	Internal Memory	500 GB Solid State

MOTORIZED CRAWLER SPECIFICATIONS

	Dimensions	3.5" H x 5" W x 19" D
	Weight	35 lbs.
	Drive System	Hardened Helical Drive Gears



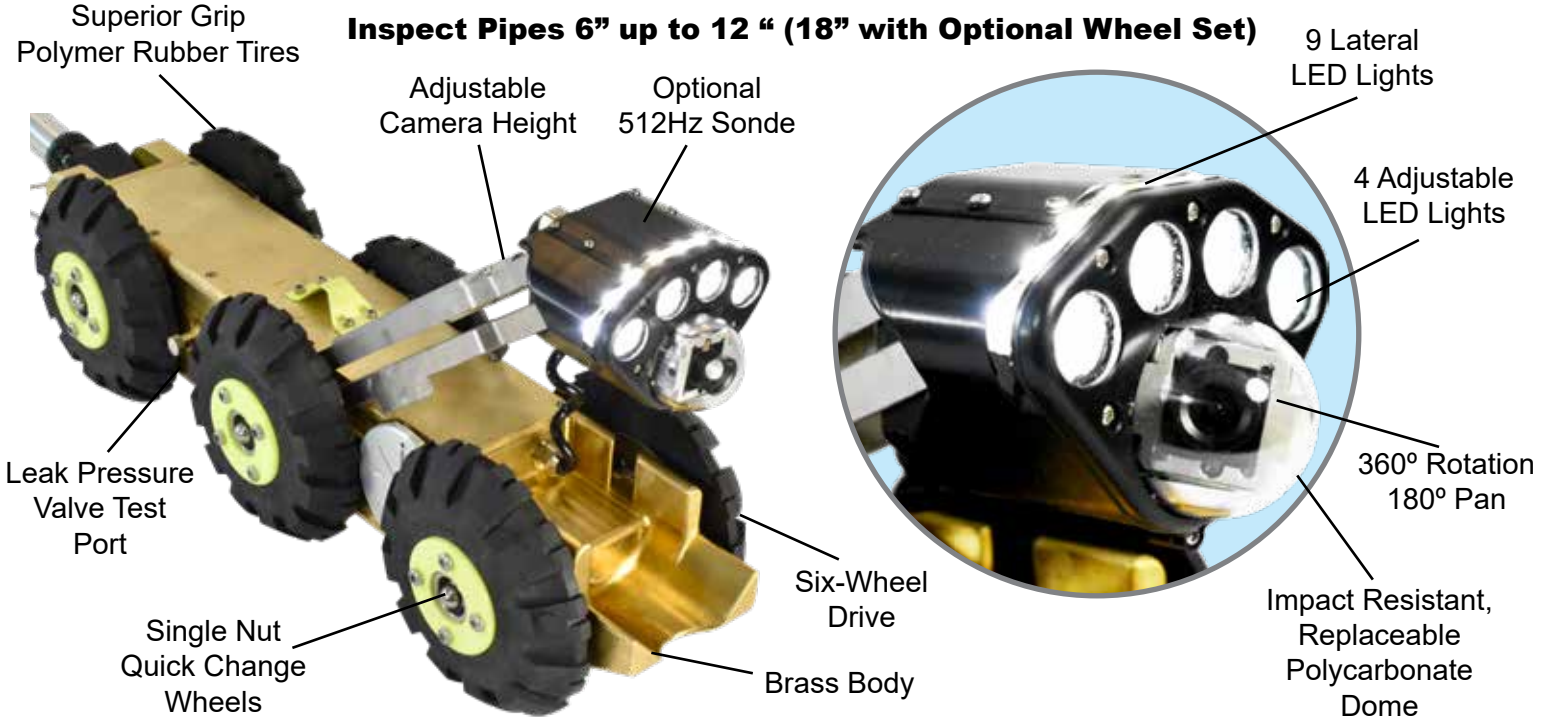
IRIS MAINLINE CAMERA

CRAWLER, CAMERA HEAD, CONTROLLER



IRIS CRAWLER & CAMERA

Inspect Pipes 6" up to 12 " (18" with Optional Wheel Set)



DIGITAL CAMERA CRAWLER CONTROLLER



IRIS MAINLINE CAMERA COMPACT & PORTABLE MAINLINE CRAWLER



WIFI VIDEO STREAMING APP

Now you can stream wireless video of your inspection on your Android or IOS device up to 100 feet away from the IRIS system. Record video, take snapshots, playback and email your inspections to your customers via the Insight Vision App available on Google Play and Apple stores.



INCLUDED WITH SYSTEM



ADDITIONAL ACCESSORIES



BUILD YOUR OWN INSPECTION SYSTEM

Power your IRIS with a 1,000 watt generator, put it in a trailer and hook up an HD monitor, keyboard, mouse and microphone/headset to take your inspections to a whole new level (not included).



ADDITIONAL MAINLINE INSPECTION TOOLS

2x 5ft Fiberglass Poles

Crawler Gaffing Hook

Adjustable Top Manhole Roller

Compact Downhole Roller

2" Tiger Tail



City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Authorizing City Manager to execute contracts for Electric Vehicle Infrastructure Charging at the Community Center Parking

Suggested Action:

Reference:

Memorandum, J. Salmerón, 12/6/2024

Blue Whale EV, LLC Proposal

Staff is requesting Council authorization to execute a contract with Blue Whale EV, LLC, for the installation of electric vehicle (EV) charging stations at the Community Center/Library parking lot. The project cost is \$225,735.30, of which \$195,735.30 will be covered using ARPA funds. The remaining \$30,000 will be funded through Bond Bill allocations from the state or potential rebates/refunds from the IRS/PEPCO.

Council approval is sought.

Attachments:

[2024.12.06_memo_Authorization to Execute Contract for EV Charging Stations Installation \(002\).pdf](#)

[BWEV Investment Summary_City of Greenbelt_Greenbelt Library_12.05.24.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



Josué Salmerón
City Manager

MEMORANDUM

Date: December 6, 2024
To: Council
Re: Authorization to Execute Contract for EV Charging Stations Installation

Dear Council,

I am requesting Council authorization to execute a contract with Blue Whale EV, LLC for the installation of electric vehicle (EV) charging stations at the Community Center/Library parking lot. The project cost is \$225,735.30, of which \$195,735.30 will be covered using ARPA funds. The remaining \$30,000 will be funded through Bond Bill allocations from the state or potential rebates/refunds from the IRS/PEPCO.

This initiative supports the goals outlined in the City's EV Plan and aligns with the Council's commitment to enhancing environmental sustainability and accessibility for residents. The installation includes Eight (8) EV charging stations featuring the Blink charging platform, which provides six (6) Level 2 charging ports and one (dual-port) DC fast charger (DCFC). Among these, one Level 2 charging port will be designated for ADA-accessible parking. These stations will serve both Greenbelt's fleet vehicles and the public, ensuring equitable access to sustainable transportation options. The Blink platform is designed to support itself through service charges, generating revenue to cover operational costs while promoting the city's shift to electric mobility and accommodating the growing number of EV users in the community.

Relevance to Council Goals:

This project advances priorities set in the 2024 Council Planning Framework by delivering on the following goals:

1. **Preserve and enhance Greenbelt's legacy as an environmentally proactive community:**
 - Expand EV charging infrastructure to support the transition to electric mobility.
 - Demonstrate leadership in reducing carbon emissions and promoting green technology.
2. **Promote quality of life for all residents:**
 - Ensure equitable access to sustainable transportation options.
 - Address current and future needs for EV infrastructure to accommodate the growing number of EV users in the community.

This project reflects our commitment to sustainable development, enhanced community infrastructure, and alignment with Council priorities.

EV CHARGING SOLUTIONS



Submitted To:

City of Greenbelt

EV Charging Project Site Location(s):

Greenbelt Library

15 Crescent Road,
Greenbelt, MD 20770

Attn:

Josué Salmerón
jsalmeron@greenbeltmd.gov
240-941-9495
240-542-2024

***Products and services will be purchased via Blink's
(SemaConnect) Sourcewell Contract #042221-SEM***

Submitted by:



Blue Whale EV, LLC.

980 Mercantile Drive, Suite A
Hanover, MD 21076
www.bluewhaleev.com
855-293-8378
Turnkey Service Provider

Dave Castille - Director, Public Sector

dcastille@bluewhaleev.com
855-293-8378

Jack Wilson- BW - Senior Design and Estimation

JWILSON@BLUEWHALEEV.COM
855-293-8378



12/06/2024

Blue Whale EV, LLC. ("BWEV") is pleased to submit this professional services proposal (the "Proposal") to City of Greenbelt ("Client") for the services (the "Services" described in the Scope of Services section of this proposal). The Proposal shall be valid for a period of thirty (30) business days from the date above.

Contents:

1. Company Profile/History
 - Our Philosophy
 - Our Methodology
 - Headquarters Location and Team
2. Best Practices: Pricing Plan Guidance & Types of Policies
3. Site Markup (*if applicable*)
4. Proposed Turnkey EV Charging Solution
 - EV Charges – Hardware & Software
 - Electrical Installation & Infrastructure
 - Optional Turnkey Services
5. Rebate Analysis (*if applicable*)
6. EV Charger Spec Sheet
7. BWEV Terms & Conditions

COMPANY PROFILE/HISTORY

As more drivers go electric, smart EV chargers are becoming a must-have amenity for workplaces, auto dealers, businesses, apartments, condominiums, etc. Blue Whale EV's (BWEV) comprehensive approach toward our clients' EV Charging needs is unmatched. BWEV will manage the adoption of EV Charging technology from end to end. Our assessment and consultative approach ensures our clients have a plan to determine the proper equipment and meet their feasibility and monetization requirements while experiencing a seamless installation and operating outcome. BWEV will grow with our clients' needs; from various locations to different applications with the ultimate goal of scaling to the future demands of the marketplace.

Blue Whale EV is uniquely qualified to succeed:

Blue Whale EV will take an end-to-end consultative approach to managing our clients' EV Charger expectations. BWEV and its partners represent one of the most established technology partners in the industry. Our portfolio of products will ensure our solutions uniquely meet our clients' specific applications while also allowing BWEV to be technologically agnostic.

Through our vast network of Electrical and Engineering resources, BWEV will be capable of managing the entire proposed scope for our client from beginning to end. Most installations will require considerable retrofits and overhauls to the existing power plans of our clients' facilities. BWEV has more than 25 years of experience in the electrical contracting field to provide our clients with the experience needed to ensure their electrical needs are accommodated. Most installations of EV Charging technology require the expertise of an electrical, mechanical, engineering, construction, and IT company to develop a scalable plan to ensure the success of the installation process.

Our experts work regularly with private retail developments to implement new charging stations and design infrastructure into initial planning discussions. This experience allows the Blue Whale EV team to generate a precise plan and have a thorough understanding of the visions, strategies, and analyses necessary to incorporate current, ever-changing "real-world" knowledge into this process.

Electrification of the transportation system represents a significant paradigm shift in how we move people and goods throughout our region. Our team understands the steps necessary to responsibly plan for the infrastructure required to meet this approaching need. Through coordinated efforts with our engineers, technicians, and EVSE partners, we will craft an effective plan to meet the needs of the client.

Our Philosophy

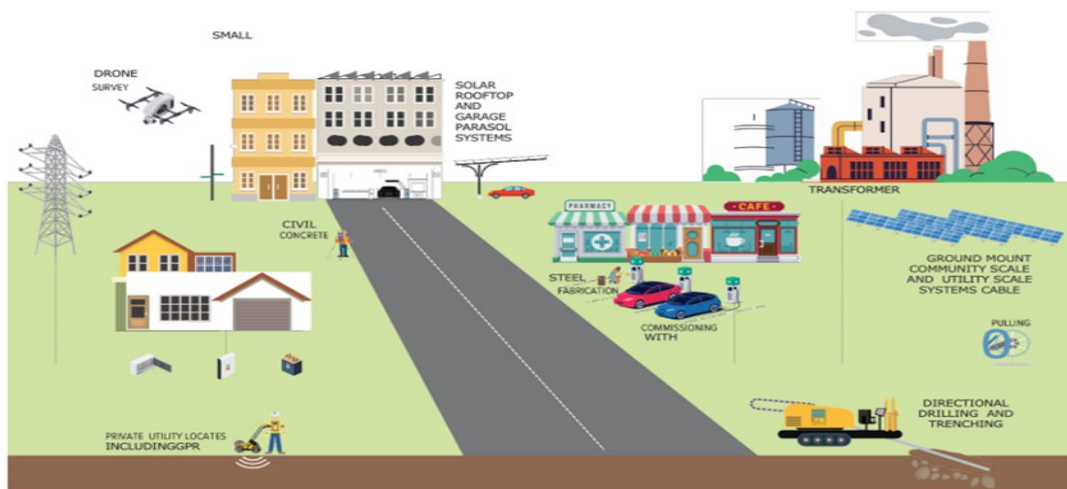
Our mission statement permeates our company culture and operations. With every opportunity we strive to:

- Provide superior products that are reliable, easy to use, and meet compliance guidelines
- Provide superior products that meet the unique application needs of our clients
- Deliver a superior “Client-First” experience
- Provide a first-touch-implementation experience that is cost effective and reliable
- Provide a solution-driven approach to our clients
- Help clients navigate a seamless and cost-effective transition to e-mobility
- Act with the highest degree of competence and integrity
- Ensure that as our clients’ needs grow and expand, they continue to work closely with the BWEV team to future proof and maintain strict cost control

Our Methodology – The Blue Whale EV Way Forward

BWEV guides its clients through a cost-effective transition to e-mobility solutions and delivers a superior customer experience through our US-based team of experts. BWEV will provide a solutions-driven approach for our clients and will support all of our recommended solutions with our exceptional “Client-First” service.

Blue Whale EV is a One Stop Shop



Principals at Blue Whale EV



RICH MCNULTY

CEO

rmcnulty@bluewhaleev.com
410-215-3770



SCOTT SCHANKWEILER

PRESIDENT

sschankweiler@bluewhaleev.com
240-694-5245



SCOTT SWIDERSKY

CRO

sswidersky@bluewhaleev.com
443-745-7203



Headquarters Location

980 Mercantile Drive, Suite A, Hanover, MD, 21076

855-293-8378 www.bluewhaleev.com

Best Practices: Pricing Plan Guidance

At this relatively early stage of the industry, there are no “market” prices yet established for providing EV Charging Station services. Blue Whale EV’s preferred device manufacturers provide complete freedom to the customer to choose a pricing policy that best fits their application and goals for the program. In our experience, the typical price charged by our customers fall into three categories:

1. Maximize goodwill: Provide the service **free-of-charge**
2. Cover electricity cost to the building: Charge approx. **\$1-2 per hour**
3. Charge a premium for providing a public/commercial service: Charge approx. **\$2-3 per hour**

Types of Pricing Policies

The majority of EV Charging station hosts have opted to charge based on the total time of the charging session, which is determined as the time from “plug-in” (i.e. time plug first inserted into vehicle) to “plug-out” (i.e. time plugged removed from vehicle). There are two popular pricing categories based on Plug-In to Plug-Out time: Time-of-Day Pricing and Duration-Based Pricing (see below). A third pricing category is kWh pricing where the owner charges for the actual energy used by the driver (see below).

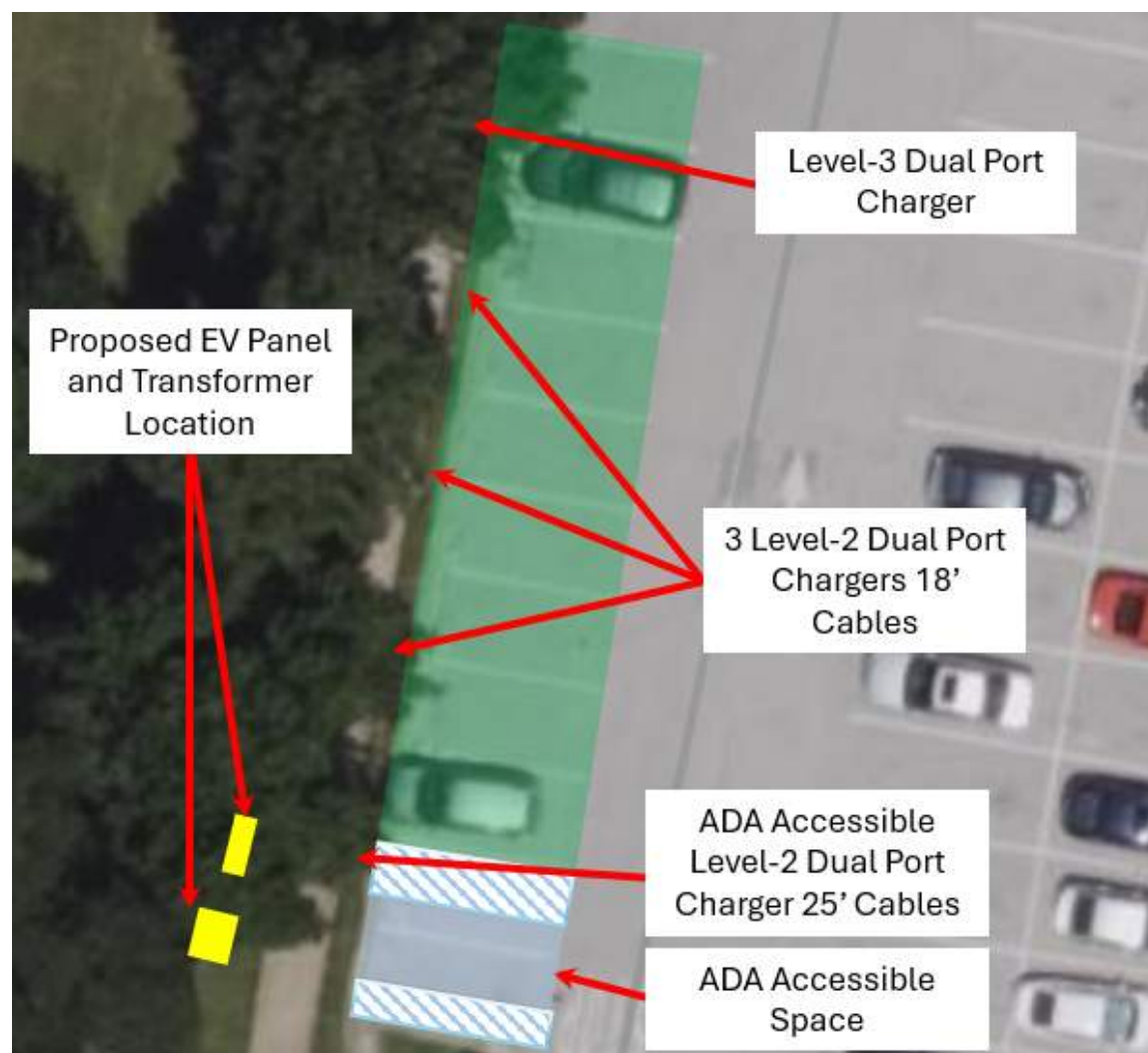
1. **Time-of-Day Pricing:** Pricing varies by time of day and possibly also day of week. As an example, a customer may decide to charge \$2 per hour from 9AM to 6PM, but only \$1 per hour from 6PM to 9AM.
2. **Duration-Based Pricing:** Pricing may vary depending on how long the vehicle has been plugged in. This method has proven to be popular for customers that want to encourage turnover at their charging stations. For example, a program could be structured to provide the service for free for the first two hours of use and then in the third hour the fee increases \$5 per hour to enforce a 2-hour or less usage policy.
3. **kWh-Pricing:** Pricing is directly tied to the kWh’s of electricity used by the driver during the session. The average electricity rate in the U.S is \$0.12 per kWh. So as an example, a station owner that has this average electricity rate and charges a fee of \$0.20 per kWh would generate \$0.08 per kWh in income. However, this method should only be deployed after considering applicable state laws. The station owner is subject to Power Utility-type regulations if this pricing policy is implemented.

Project Scope Design: *Subject to Approval from Local Authority Having Jurisdiction*

-BWEV to install (3) dual port, pedestal mounted, 80A Series 8+ (18ft cable) and (1) 80A Series 8+ (25ft cable) Blink EV charging stations —> Servicing a total of (8) EV parking spaces

-BWEV to install (1) dual port, pedestal mounted, 120kW Blink DCFC EV charging station
—> Servicing a total of (2) EV parking spaces

(5) EV charging stations will be installed in total —> Servicing a total of (10) EV parking spaces



Summary of Project Details:

- Customer Name: **City of Greenbelt**
- Site(s) being evaluated for EV Charging:
Greenbelt Library:
15 Crescent Road,
Greenbelt, MD 20770
- Charger Type: Level 2 Charger – **Blink**

Customer Acknowledgement:

Representative Signature of Preliminary EV Site Markups as outlined in this Proposal prepared by BWEV

Customer Representative (Signature)

(Date)



BLUE WHALE EV

An Advisory and Service Organization
to the EV Charging Community



Blue Whale EV LLC Proudly Delivers this Quote for:

City of Greenbelt

Quote No. 11963

Valid for 30 Days

Site: Greenbelt Library

Site Contact: Josué Salmerón

Salesperson: Dave Castille

Phone: 855-293-8378

Date: 12/06/2024

Contact Name: Josué Salmerón

Company Name: City of Greenbelt

Site Address: 15 Crescent Road

Greenbelt, MD

20770

Phone: 240-941-9495

240-542-2024

Date Delivered: 12/06/2024

Quotation #: BWEV - 11963

Customer ID: 2281

Quote Valid For: **30 Days**

Prepared By: Anna Granger

Email: agranger@Bluewhaleev.com

Cell: 443-262-5655

Project Scope Details:

BWEV to install (3) dual port, pedestal mounted, 80A Series 8+ (18ft cable) Blink EV charging stations and (1) 80 Series 8+ (23ft cable) Blink EV Charging stations → Servicing a total of (8) EV parking spaces

BWEV to install (1) dual port, pedestal mounted, 120kW Blink DCFC EV charging station → Servicing a total of (2) EV parking spaces

(5) EV charging stations will be installed in total → Servicing a total of (10) EV parking spaces

EV Charging Station Hardware & Software Blink Series 8+			
Line Item Description	Quantity	Unit Price	Total
Series 8+ EV Charging Station - 80A, 18ft cable, CC	3.00	\$6,555.00	\$19,665.00
Series 8+ EV Charging Station - 80A, 25ft cable, CC	1.00	\$7,013.00	\$7,013.00
Cable Management System - Dual - 80A (S7+)	4.00	\$600.00	\$2,400.00
Pedestal (S7/S7+/S8)	4.00	\$154.00	\$616.00
CMS Mounting Kit - Pedestal (S6/S7/S7+/S8)	4.00	\$34.00	\$136.00
Anchor Plate (S6/S7/S7+/S8)	4.00	\$34.00	\$136.00
Annual Network Fee S8/S8+ - per year/dual station	4.00	\$480.00	\$1,920.00
Warranty (Blink Series 8)	4.00	\$500.00	\$2,000.00
Shipping	1.00	\$600.00	\$600.00
Blink Products purchased via Blink's (SemaConnect) Sourcewell Contract #042221-SEM TOTAL			\$34,486.00

EV Charging Station Hardware & Software - Blink 120kW DCFC			
Line Item Description	Quantity	Unit Price	Total
Blink 120kW Dual DCFC	1.00	\$53,991.00	\$53,991.00
Blink DCFC Annual Network Service 60kW, 120kW, 180kW, 240kW, 300kW, 360 kW	1.00	\$960.00	\$960.00
Blink 120kW extended 5yr parts and labor warranty	1.00	\$11,990.00	\$11,990.00
Shipping	1.00	\$2,200.00	\$2,200.00
Blink Products purchased via Blink's (SemaConnect) Sourcewell Contract #042221-SEM TOTAL			\$69,141.00

Electrical Installation Services			
Line Item Description	Quantity	Unit Price	Total
1.Survey and develop electrical engineering design drawings for permitting and installation. 2.Coordinate with Pepco for service requirements and upgrades including engineering design, coordination, and activation of new service. 3.Receive owner sign off on plans and coordination before proceeding. 4.Pull permits as necessary. 5.Install conduit and wire from utility secondary to H-frame for panels. Assumes utility transformer within 20'. 6.Pour panel pad and build H-frame. 7.Provide and install 800A 480V 3P Service Rated Panel with (3) 200A breakers, Transformer 480-208/120V 150KVA, 208/120 400A Panel with (4) 100A breakers for chargers and all associated wiring and terminations. 8.Provide and install raceway and wire from new panel to new charger locations as designated on site walk. 9.Provide, mount, and terminate (4) Blink Series 8+ Dual Port Pedestal Mount chargers with power share and (1) Blink 120KW DCFC charger. 10. Provide and install bolt down bollards in front of chargers. (Total10) 11. Receive final inspections and sign off. 12. Power up and commission chargers. 13. Provide full demonstration to customer.			
TOTAL			\$78,313.30

PEPCO Utility Upgrade Allowance			
Line Item Description	Quantity	Unit Price	Total
Utility Upgrade Allowance	1.00	\$30,000.00	\$30,000.00
<i>Utility Upgrade Allowance. Any direct charges from Pepco to install new service for the proposed chargers. Actual direct costs from Pepco will be determined by their engineering team once they are provided the specific requirements. Pepco may waive some or all upgrade fees depending on the payback period or other criteria they determine.</i>			
TOTAL			\$30,000.00

Whale Care			
Line Item Description	Quantity	Unit Price	Total
WHALE CARE SERVICE – Level 2 Blink Series 8+	4.00	\$599.00	\$2,396.00
WHALE CARE SERVICE – Level 3 Blink 120kW DCFC	1.00	\$1,399.00	\$1,399.00
TOTAL			\$3,795.00

Turn-key Services			
Line Item Description	Quantity	Unit Price	Total
Parking Lot Painting	10.00	\$800.00	\$8,000.00
Signage	10.00	\$200.00	\$2,000.00
TOTAL			\$10,000.00

General and Exclusions

- Price Is Based On Minimum Design Criteria, Any Additional Engineering Required By County Or Municipality Will Generate Additional Costs
- Excludes Any Cutting or Patching
- Excludes Fireproofing
- Excludes Demolition
- Excludes Core Boring Or X-Rays
- Includes All Excavation And Underground Piping
- Includes Prevailing Wage And Certified Payroll Reports
- Excludes Any Specialty Materials Outside Of The NEC Minimum Requirements
- Includes Project Management And Job Meeting Attendance
- Excludes RMC and IMC
- Excludes Any Change Orders Or Addendums Without Proper Paperwork
- Necessary Parking Throughout The Duration Of The Job Will Be Provided By Others
- All Costs Are Based On Regular Hours 6:00-2:30
- All Wiring Required In Conduit Will Be In Specified Minimum Size
- Terms Are Net 30 Days
- Assumes BWEV will use City of Greenbelts state sales tax exemption for Blink Chargers
- Scope And Pricing Based On Site Walk
- All Work Not Included In The Above Scope Is Deemed Excluded**

Project Investment Grand Total

Base Package	Total
Total (Product & Services)	\$225,735.30

"Standard" BWEV Terms & Conditions

Price includes an Utility Upgrade Allowance for Utility changes/charges/mandates

****All Work Not Included In The Above Scope Is Deemed Excluded****

This proposal is based solely on the usual cost elements such as labor, material, and normal markups and does not include any amount for the additional changes in the sequence of work, delays, disruptions, rescheduling, extended overhead, overtime, acceleration, and/or impact costs; and the right is expressly reserved to make claim for any and all of these related items prior to the final settlement of this contract. Prior to any work beginning on the project, this proposal and the terms contained herein shall be signed and agreed to by the purchaser in writing. All terms contained herein shall be incorporated in their entirety, but not merged, into any and all contracts, agreements, plans, rules, regulations, and/or specifications for this project, whether or not a copy of this proposal is attached to the contract, agreement or plans, etc. The acceptance of all terms contained herein by the purchaser shall not be affected by the execution of this proposal in counterpart or by facsimile.

Notes & Disclaimers:

- All rebates, grants, and tax credits are subject to the approval/denial of the issuing agency. Blue Whale EV will assist with the pursuit of such incentives but is not held responsible should rebates be unavailable.
- All electrical quotes are based on a visual inspection at time of site walk. A load study will be completed to confirm electrical requirements are met. If additional electrical requirements are deemed necessary as a result of the load test, this estimate is subject to additional charges for that completion.
- Due to constant changes and updates in the EV charging industry, this quote remains valid for 30 days. Blue Whale EV will communicate any updates to the EV industry in a prompt manner, but changes to the project as a result of changes outside of Blue Whale EV's purview, will be the responsibility of the client.

This information is an estimate based on contractors and vendors, for this specific project.

Project Acceptance: This signed document shall act as a Purchasing Order for the proposed project.

60% Deposit is due at the time of order.

30% due upon installation of EV Chargers.

10% due upon completions of project.

_____	_____	_____
Customer Representative (Signature)	Date	Customer Representative (Written Name)
_____	_____	_____
Blue Whale EV Representative (Signature)	Date	Blue Whale EV Representative (Written Name)

Signature is agreement to the above scope, terms and conditions; for the total price as indicated as QUOTATION PRICE. Any deviation of, or addition to, the above scope will result in a change order at additional charge. Any change order will be presented for approval prior to the commencement of any related change order work. Signature also agrees to all Notes, Terms and Conditions on any corresponding pages with the same Quotation No.

Supplier Direct Deposit (ACH) Form

Instructions:

This form should be used to provide bank account addition/modification requests for the Supplier account. This information will be used to make payments to the supplier via ACH.

X Creation ☐ **Modification** (If modification, provide Supplier Number)

Supplier Name:

(Supplier name should match with Form W9 if accompanied by one.)

EIN/Taxpayer ID/SSN (No Dashes): 882515130

Bank Account Information:

Name of the Banking Institution:	SANDY SPRING BANK
Account Holder's Name:	BLUE WHALE EV, LLC
Routing Number:	XXXXXXXXXX Please call 855-293-8378
Account Number:	XXXXXXXXXX for Blue Whale account information
Type of Account:	CHECKING (C)

Submitted by: BLUE WHALE EV

Phone number: (855) 293-8378

Comments:



Let's Talk Rebates

One of the common questions we receive is: *"What Rebates & Incentive Programs are Available for my EV Charging Project?"*

Blue Whale EV can Help Identify which programs you may be eligible for and direct/assist you in the pursuit of these rebates.

Your Project:

Project Name: Greenbelt Library

Property Address(s): 15 Crescent Road, Greenbelt, MD 20770

Charger Type: Level 2 & 3 Blink EV Chargers

Property Type: Public Sector - SLED

Federal

Federal EV Charger Tax Credit from US Federal Gov't – Commercial

- Standard 6% of project cost – capped at \$100K – Must be in Census Tract to qualify
- Lesser of \$100,000 per site or up to 30% of Project cost (if all census tract and prevailing wage requirements are met). 6% cap if in census tract, but not using prevailing wage.
- Credit is claimed on federal tax return.
- For residential installations, the IRS caps the tax credit for non-residential at \$100,000.
- ***For this property address, Census Tract Requirements are met. Incentive may potentially apply.***

Address: 15 CRESCENT RD, GREENBELT, MD, 20770

Status: This address is in a qualifying census tract.

To qualify, only one of the following must apply:

Non-urban census tract: ✗

Low-income Community: ✓

For More Information: <https://www.irs.gov/instructions/i8911>

Utility**BGE EVsmart Commercial Program by Baltimore Gas & Electric****Level 2 Charger:**

- Lesser of \$5,000 per port or 50% of project cost
- Must be a multifamily property owner, homeowner's association, or workplace/fleet for Maryland Small Business or Local Nonprofit
- Customer must be on Schedule G, GS, or GL
- Property Managers can receive a maximum of \$30,000 for each property
- Must use equipment on programs approved list → ***Blink is on program approved list***

DCFC Charger:

- Lesser of \$15,000 per charger or 50% of project cost
- Must be a multifamily property owner, homeowner's association, or workplace/fleet for Maryland Small Business or Local Nonprofit
- Customer must be on Schedule G, GS or GL
- Property managers can receive a maximum of \$30,000 for each property
- Must use equipment on programs approved list → ***Blink is on program approved list***

For More Information: <https://www.bge.com/smart-energy/innovation-technology/electric-vehicles/multi-family-property-rebate-program>

PEPCO EVsmart Program by PEPCO - MD

Rebate program currently out of funding

Workplace Level 2 Charger:

- Lesser of \$5,000 per port or 50% of Project Cost
- Maximum \$30,000 per property
- Rebates are limited and available while approved program funds last (up to a total of approximately 25 fleet or workplace locations).
- Must have ≤ 6 ports.
- Must use equipment on program's approved list. → Blink is on the program's approved list

For More Information: <https://www.pepco.com/smart-energy/innovation-technology/md/electric-vehicle-program/workplace-charger-rebate-program>

This attachment is designed to help identify which rebates/incentive programs may be applicable for your specific project and what cost savings may be associated with those programs. All rebates, grants, and tax credits are subject to the approval/denial of the issuing agency. Blue Whale EV will assist with the pursuit of such incentives but is not held responsible should rebates be unavailable.

State

Maryland EVSE Rebate Program by Maryland Energy Administration

Rebate program currently open

Residential program is already very full and application processing is about 3-4 months behind

Commercial EV Charger Rebate:

- **Lesser of \$5,000 per Charger or 50% of Project Cost**
- Dual-headed charging stations and/or charging stations with the capability of charging multiple vehicles at one time are considered one charger
- Commercial stand alone, mobile EVSE may be eligible for rebate approval on a case-by-case basis
- Cannot replace existing EVSE that previously received rebate
- Must register with Plugshare and US Dept of Energy's AFDC Station Locator
- Max \$125,000 per year

For more information: https://energy.maryland.gov/transportation/pages/incentives_evse rebate.aspx

Maryland Open Energy Grant Program by Maryland Energy Administration

Incentives are not stackable with other MEA programs. An application submitted because another applicable MEA program, or other state agency program, is no longer accepting applications in a given fiscal year or has not yet launched for the year will be ineligible

Non-competitive grant:

- **Custom rebate up to 100% of project cost**
- This grant is designed for very large projects, such as fleets and stations with solar panels
- The project must be ineligible under all existing MEA programs
- Proposals must clearly demonstrate, define, and quantify to the highest extent possible the benefits to low-to-moderate income, overburdened communities
- Typically awards will be up to \$250,000; however, larger awards are possible for exceptional proposals
- Must be installed in a program defined low-income area or disadvantaged community
- Must be accessible to the public

For more information: <https://energy.maryland.gov/Pages/OpenEnergyGrantProgram.aspx>

Series 8 EV Charging Station



	30 A	48 A	80 A
ELECTRICAL SPECIFICATION – AC OUTPUT			
Number of Ports	Two		
Current	30A Max per port	48A Max per port	80A Max per port
Power	7.2 kW (@240VAC) or 6.24kW (@208VAC) Max per port	19.2kW (@240VAC) or 16.64kW (@208VAC) Max per port	
Energy Metering Accuracy	+/- 1%		
Charging Connector	SAE J1772		
ELECTRICAL SPECIFICATION – AC INPUT			
Input Connector	Hardwired		
Voltage	208 or 240 VAC		
Service Panel Breaker	Dual-pole common trip 40A breaker, dedicated circuit per port	Dual-pole common trip 60A breaker, dedicated circuit per port	Dual-pole common trip 100A breaker, dedicated circuit per port
Power Connection	Line 1, Line 2 and GND (no neutral) per port		
Standby Power	5.75 W Typical	6.5 W Typical	
SAFETY SPECIFICATION			
Ground Fault Circuit Interrupt	20mA CCID with auto retry (every 15 seconds)		
Automatic Plug-Out Detection	Power terminated per SAE J1772 spec		
Surge Protection	6kV @3,000A		
NETWORK SPECIFICATION			
Data Communication	Cellular 4G LTE		
Charging Infrastructure Communication	OCPP Compliant		
Remote Management	Remote access, diagnostics, Over-the-Air (OTA) software update enabled		
Load Management	Smart, dynamic allocation and distribution of power to each port		

Series 8 EV Charging Station



	30 A	48 A	80 A
USER INTERACTION SPECIFICATION			
Charging Status Indicator	High visibility, multi-color LED visual status indication		
Display	4.3" Color LCD, 480 x 272		
Authentication	RFID: ISO14443 Type A & B, MiFare, Felica, ISO15693 NFC: Apple VAS, NEMA		
Payment	Optional: Apple/Google Pay, Contactless/Magnetic/EMV Credit Card		
ENVIRONMENTAL SPECIFICATION			
Enclosure	Aluminum, NEMA 3R outdoor rated		
Operating Humidity	Up to 95% non-condensing		
Operating Temperature	-30 degree C to +50 degree C ambient		
Operating Altitude	<=6560 ft		
MECHANICAL SPECIFICATION			
Dimensions	24" H x 7.4" W x 9" D	w/cc reader 24" H x 7.4" W x 9" D; w/o cc reader 24" H x 7.4" W x 7.5" D	
Approximate Weights	Device: 18.3 lbs. Pedestal mount: 12.5 lbs. Wall mount bracket: 11.5 lbs.	Device: w/cc reader 21.7 lbs.; w/o cc reader 21 lbs. Pedestal mount: 12.5 lbs. Wall mount bracket: 11.5 lbs.	
Mounting Option	Wall or Pedestal mount		
Cable Length	18ft standard, 25ft optional		
Cable Organizer	Optional		
REGULATION			
Safety	UL 2594 / CSA C22.2 No. 280-16 UL 2231-1 / CSA C22.2 No. 281.1-12 UL 2231-2 / CSA C22.2 No. 281.2-12 certified		
EMI	FCC Part 15 Class A compliant		
Energy Efficiency	Energy Star certified		
Weights and Measurements	California Type Evaluation Program (CTEP) certified		
Accessibility	ADA compliant		

120kW High Power DCFC

RATED POWER	TP4-120-480	TP5-120-480
INPUT	480VAC (3P+N+PE)	
FREQUENCY	60Hz	
OUTPUT VOLTAGE	150-750VDC	150-1000VDC
OUTPUT CURRENT	0 to 200A	
FLA BREAKER RATING	160A 200A	
POWER FACTOR	> 0.98	
EFFICIENCY	≥94%	
CONNECTORS	CCS1 (single or dual)	
CYCLIC CHARGE MODE	CCS1 - 200 A	
PARALLEL CHARGE MODE (OPTIONAL)	60 kW per Port	
CONNECTOR CABLE LENGTH	16ft (5m)	
WEIGHT	840 lbs (380kg)	
DIMENSIONS (L X D X H)	29" x 26.5" x 72"	
CHARGING PROTOCOL STANDARDS	Mode 4 - IEC-61851, ISO-15118, DIN 70121	
INSULATION (INPUT-OUTPUT)	>2.5 kV	
INGRESS PROTECTION	NEMA 3S, IK10	
OPERATING TEMPERATURE	-22°F to 131°F (-30°C to 55°C)	
ALTITUDE	< 6600' (2000m)	
WORKING STORAGE HUMIDITY	≤ 95% RH ≤ 99% RH (Non-condensing)	
DISPLAY	10" touch screen	
COMMUNICATION PROTOCOL	OCPP 1.6J	
ACCESS CONTROL	RFID: ISO/IEC 14443A/B Credit Card Reader - Optional	
POWER ELECTRONICS COOLING	Air Cooling	
REGULATORY COMPLIANCE	UL-2202 EMC: EN 61000-6-1:2007, EN 61000-6-3:2007/A1:2011/AC:2012	
COMMUNICATION	Ethernet , 4G/Wi-Fi	
ELECTRICAL SAFETY: GFCI	RCD 20 mA Type A	
ELECTRICAL SAFETY: SURGE PROTECTION	20 kA	
ELECTRICAL SAFETY GENERAL	Over Voltage, Under Voltage, Over Current, Missing Ground	
ELECTRICAL SAFETY: OUTPUT SHORT	Output power disabled when output is short circuited	
ELECTRICAL SAFETY TEMPERATURE	Temperature Sensors @ Charge Coupler and Power Electronics	
EMERGENCY STOP	Disables Output Power With Emergency Stop Button	



*The product image shown is for illustration purposes only and may not be an exact representation of the product.

BlinkCharging.com • (888) 998.2546

**Blue Whale EV, LLC
Terms and Conditions**

These terms and conditions are incorporated by reference in the Proposal for the performance of Services by Blue Whale EV as of the date of the executed Proposal.

1. START OF SERVICES

BWEV will not provide Services until Client executes the Proposal creating a contract. However, if Client fails to return an executed copy of the contract ("Agreement") to BWEV and Client knowingly requests and authorizes BWEV to proceed with Services, such Services shall be deemed performed pursuant to the Proposal and these General Provisions, which shall be binding the same as if the Proposal were fully executed.

2. ADJUSTMENTS TO FEE AND TIME

Fees quoted in the Proposal are based on current salaries, operational costs, and the Services as initially presented by Client. Unless a lump sum fee is quoted, BWEV shall have the automatic right to adjust the fee basis to reflect change in salaries and operational cost on each twelve (12) month anniversary following the date of the Proposal. Estimates stated in the Proposal are provided for convenience of the Client and BWEV may adjust the estimates as necessary once Services commence if the Services are not as originally described or anticipated. BWEV will not perform the Services requiring an adjustment to the estimates without written approval from Client.

Should conditions be encountered in the performance of the Services that BWEV has reason to believe are in variance with the conditions initially indicated by the Client or documents provided by the Client, and differing materially from those ordinarily encountered and generally recognized as inherent in the Services, hereinafter called Changed Conditions, BWEV shall, prior to modifying its Services or disturbing such Changed Conditions, give written notice to Client of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Services in relation to the Changed Conditions. Upon receipt of BWEV's notice of Changed Conditions, Client shall determine how the Changed Conditions will affect the project and notify BWEV of how to proceed with the Services.

Although BWEV will attempt to complete all Services in a timely fashion, BWEV does not guarantee, expressed or implied, the time when Services are completed. If applicable, BWEV will coordinate with the Client in scheduling and performing the Services to avoid conflict, delay in or interference with Client's work or others performing at the project site.

3. CONDUCT OF THE SERVICES

If applicable to the Services, all concept, preliminary and final plans prepared by BWEV will be submitted to Client for approval prior to or concurrent with submittal to appropriate governmental authorities. If Client does not respond to such plans within five (5) business days of receipt, the plans shall be deemed approved by Client.

After Client's approval, any change shall be deemed Additional Services for which BWEV shall receive additional compensation. BWEV shall not be obligated to incorporate changes requested by Client into its plans if, in the opinion of BWEV, such changes would result in a substandard work product.

If applicable to the Services, any reference to existing subsurface objects is provided for general reference based on existing information supplied to BWEV by the Client or others and such locations are not to be considered exact. At least forty-eight (48) hours before penetrating the ground, Client agrees to contact the local "State One-Call System (Dial 811)" and have a utilities representative on site unless otherwise stated in the Services.

4. STANDARD OF CARE

BWEV will perform the Services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locale and conform, as applicable, to appropriate federal, state and local laws, regulations and codes relevant to this Agreement. BWEV makes no warranty, express or implied, of the Services. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other.

5. RIGHT OF ENTRY; PERMITS; LICENSES; SAFETY

Client agrees to provide rights of entry and all permits necessary for the completion of BWEV's Services under this Agreement at no cost to BWEV unless otherwise defined in the Proposal. If applicable to the Services, Client represents, warrants and covenants that it possesses either (1) valid title and ownership interests in, or (2) the right to transfer, assign or encumber, the real property or parcel(s) of land that is the focus of or is related to the Services.

If applicable to the Services, if Client possesses neither valid title and ownership interests in, nor the right to transfer, assign or encumber, the real property or parcel(s) of land related to the Services, one of the following conditions must be fulfilled by Client within ten (10) business days after receipt of a fully executed copy of this Agreement:

- i. Client must secure express written authorization from the rightful owner of the property that (1) grants BWEV the right to provide the Services on or about the property or parcel(s) in question; and (2) acknowledges and affirms the entire terms of this Agreement and the range of Services rendered by BWEV; or
- ii. Client must pay an additional fee to BWEV in an amount equal to THIRTY PERCENT (30%) of the gross contract before BWEV commences the Services.

BWEV warrants that its personnel providing the Services are appropriately skilled and licensed in the State in which the Services will be performed.

If applicable to the Services, when BWEV Services require BWEV personnel or sub consultants to be at a project site, BWEV agrees it and its sub consultants will comply with the Client's or any of Client's contractors or representatives' reasonable health and safety requirements, which will be provided to BWEV at least ten (10) business days prior to arrival on the project site. BWEV shall not be responsible for any health and safety precautions or programs of Client or any of Client's contractors or representatives.

If applicable to the Services, neither the professional activities of BWEV, nor the presence of BWEV or its employees and sub consultants at a project site, shall relieve the Client, or the Client's General Contractor or, as applicable, any other third party engaged by the Client, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. BWEV and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that it, its General Contractor or any other third party engaged by the Client shall be solely responsible for jobsite health and safety and warrants that this intent shall be carried out in the Client's contract with those other entities.

6. DOCUMENTS

All documents, drawings, and any specifications, computations, electronic data files, sketches, test data, survey results, photographs, and other material ("documents and materials") relating to the Services and created uniquely and solely for this Agreement only shall become the property of Client upon BWEV's receipt of full payment for same. During the provision of Services, BWEV will provide the documents and materials pursuant to a non-transferable, no fee, and worldwide license until ownership passes at the time of final payment. BWEV may keep copies of all documents and materials for its records.

If there is a discrepancy between that which is described or depicted on any documents or materials in electronic files and that which is described and depicted on the hard copies of such documents or materials, the hard copies shall govern.

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any documents and materials, including electronic files, prepared by BWEV without obtaining BWEV's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against BWEV and to release BWEV from any liability arising directly or indirectly from such changes.

In addition, the Client agrees to include in any contracts for construction or otherwise related to the Services appropriate language that prohibits another entity including a contractor or any subcontractors of any tier from making any changes or modifications to BWEV's documents and materials, including electronic files, without the prior written approval of BWEV and that further requires that other party to indemnify BWEV from any liability or cost arising from such changes made without such proper authorization.

7. INDEMNIFICATION AND LIABILITY

The Client agrees to indemnify and hold harmless BWEV, its officers, directors, and employees against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts, errors or omissions in connection with the Services and this Agreement and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. This Client indemnification and hold harmless includes damages, liabilities or costs arising from or relating to: slander of title or disparagement of property claims referenced in paragraph 5; changes to documents or materials referenced in paragraph 6; fees and expenses including, but not limited to cost of personnel time, court costs, litigation expenses and reasonable attorneys' fees BWEV incurs as a result of late-payment referenced in paragraph 9; and, where applicable, any loss or damage to BWEV or third parties' personnel or equipment resulting from any ground penetration except when it is the direct result of BWEV's sole negligence or when caused by normal wear and tear.

Neither party shall have liability for special, incidental, or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action. If Client is subject to liquidated damages, then Client agrees to waive any potential claim against BWEV for liquidated damages unless, pursuant to a final determination consistent with paragraph 11, BWEV is found to be at least partially at fault, then BWEV agrees to pay is proportionate share of liquidated damages.

Client agrees that BWEV shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which BWEV may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of BWEV's sole negligence.

Client hereby agrees that, to the fullest extent permitted by law, BWEV's maximum liability to Client for any and all claims, actions, damages, or losses arising out of or in any way related to mold shall not exceed the amount of any insurance coverage available to satisfy any claim made against BWEV within the scope of any such coverage in existence at the time the claim is resolved by way of settlement award or judgment (exclusive of any required deductible). Client further agrees that in no event shall BWEV be liable for any claims or damages of any nature, regardless of the insurance, (including costs relating thereto) for bodily or personal injury related to mold claims.

8. **INSURANCE**

BWEV maintains adequate and appropriate insurance coverage for the Services in the areas of professional liability, general liability, worker's compensation, automobile, pollution, drone, and umbrella. Certificates of insurance may be provided upon request.

9. **PAYMENTS**

Invoices submitted by BWEV to Client are due and payable in full for undisputed amounts no later than thirty (30) days after receipt or, if applicable, fifteen (15) days after Client receives payment for the Services invoiced by BWEV. If Client has a specific format or required information to be included in the invoice, Client will provide those details to BWEV at the time of executing this Agreement. BWEV does not agree to any retainage or withholding unless specifically agreed to in writing.

If any invoiced amount is disputed, Client will provide a detailed written explanation of the dispute and the parties agree to follow the dispute process in paragraph 11. Both parties agree to continue fulfilling the obligations of this Agreement during resolution of the dispute. If undisputed amounts of an invoice remain unpaid for more than sixty (60) days from the date of the invoice, BWEV, at its discretion and as

allowable by law, may impose any or all of the following remedies: (1) apply a service charge of one and one half percent (1-1/2%) per month, eighteen percent (18%) per annum; (2) stop all Services, provided Client is given three (3) business days prior written notice to cure; (3) withdraw all certifications and plans previously submitted; (4) assert a lien on the property; (5) file suit for the collection of said overdue invoices in any Court of competent jurisdiction; and (6) undertake any other remedies accorded it by law or this Agreement. An exercise of one or more of these actions shall not be deemed a waiver of future exercise of other actions.

As full and complete compensation for the Services, including all sales, excise, employment, use and other applicable taxes, fees and all other amounts imposed by governing authorities that are applicable to the Services, Client shall pay the BWEV invoices. BWEV shall be responsible for the payment of all taxes covering the Services, including the payment of all applicable taxes covering its employees.

10. **TERMINATION**

Upon three (3) business days written notice to the other party, this Agreement may be terminated for convenience by either party, with or without cause and at the party's sole discretion. Upon termination for convenience, neither party shall have any further claims against each other provided that Client shall pay BWEV for all Services performed through the date of termination.

Upon payment for all Services performed through the date of termination for convenience, neither party shall have any further claim for any type of damages and this Agreement will be deemed completed as of the date of the termination for convenience as if the Services included only those Services completed through the date of the termination for convenience.

Either party may terminate this Agreement for cause should the other party fail to deliver their obligations and requirements in a timely manner, to correct defective Services, as applicable, to act in good faith, or to carry out their obligations and requirements in accordance with this Agreement, each of which shall constitute a breach of this Agreement. In such event, the terminating party shall give written notice to the intended terminated party explaining the cause for termination thereby initiating the option to cure the default and take substantial steps to correct such default within three (3) business days after receipt of notification. If the intended terminated party fails to take substantial steps in the time allotted, the other party may immediately terminate this Agreement.

11. DISPUTE RESOLUTION

The parties agree that all claims, disputes, and other matters ("Claims") in question between the parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves including escalating up to the appropriate levels of each party. Should those discussions not resolve the Claims, then either party may submit for non-binding mediation with both parties agreeing to the mediator, sharing the costs of mediation equally, and paying their own costs of mediation. The parties agree to fully cooperate and participate in good faith to resolve the Claims.

If mediation fails to resolve the Claims, the Claims shall be submitted for determination through litigation in a court of competent jurisdiction in either the State of the BWEV office providing the Services or where the project is taking place at the discretion of the defending party, unless a Plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

12. CERTIFICATE OF MERIT

Either consistent with the Certificate of Merit statute applicable in the State where the Services are being performed or pursuant to this Agreement, Client shall comply with the appropriate statute or, where there is none, with this Agreement, and shall make no claim (whether directly or in the form of a third-party claim) against BWEV unless the Client shall have first provided BWEV with written certification executed by an independent engineer licensed in the State where the Services are being performed, specifying each and every act or omission that the certifier contends constitutes a violation of the standard of care consistent with paragraph 4. Such certificate shall be provided thirty (30) days prior to the presentation of any such claim or the institution of any dispute resolution process pursuant to paragraph 11.

13. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY

If applicable to the Services, BWEV will comply with the requirements of 41 CFR §§ 60-1.4(a) and 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability.

If applicable to the Services, BWEV will comply with the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing information about compensation. Moreover, these regulations require that covered prime

contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. Contractor/subcontractor agrees to comply with all the provisions set forth in 29 CFR Part 471, Appendix A to Subpart A (Executive Order 13496)⁴

14. ASSIGNMENT, DELEGATION, AND SUBCONTRACT

Neither party may assign, delegate, or subcontract any portion of this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld. Any assignment, delegation, or subcontracting shall not operate to relieve that party of performing its obligations and responsibilities per this Agreement. Any assignment, delegation, or subcontract shall provide for and require the same protections as to the other party and levels of performance at least equal to those provided for in this Agreement.

15. THIRD PARTY BENEFICIARY

The parties agree that the Services performed by BWEV pursuant to this Agreement are solely for the benefit of the Client and are not intended by either party to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the project contractor and/or any of its subcontractors, is benefited by the Services performed by BWEV pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

16. FORCE MAJEURE

If and to the extent that either party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

17. NOTICE

All notices shall be sufficient if delivered in person, or sent by certified mail or receipt confirmation requested email to the party's designated recipient at the following:

Client:

Josué Salmerón,

,

jsalmeron@greenbeltmd.gov

Rich McNulty, CEO
980 Mercantile Drive, Suite A, Arundel Overlook
Hanover, MD 21076
rmcnulty@bluewhaleev.com

Notice will be considered made as of the date of actual delivery if in person, as of the date of receipt if sent via certified mail, or date the confirmation of receipt is received.

18. MISCELLANEOUS

This Agreement and all the terms herein may only be amended, deleted, or otherwise altered by a written document signed by BWEV and Client.

The failure of either party to enforce or act upon any right afforded it by this Agreement shall not be deemed a waiver of such right for future acts of a similar nature.

This Agreement shall be governed by the laws of the State of the BWEV office providing the Services. Both parties agree that BWEV is an independent contractor.

The whole and entire agreement of the parties is set forth in this Agreement and the parties are not bound by any agreements, understandings, or conditions otherwise than as expressly set forth herein.

If any provision of this Agreement is deemed invalid, illegal or unenforceable in any jurisdiction, (i) such provision will be deemed amended to conform to applicable laws of such jurisdiction so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties, it will be stricken; (ii) the validity, legality and enforceability of such provision will not in any way be affected or impaired thereby in any other jurisdiction; and (iii) the remainder of this Agreement will remain in full.

Construction Services

1. Materials and equipment shall be as specified, and all Services shall be performed by BWEV in a workmanlike manner consistent with industry standards ("Stand of Care")

2. BWEV shall furnish all labor, tools, equipment, transportation and anything else reasonably necessary to perform and complete the Services. All incidental work reasonably necessary to complete this Agreement shall be done by BWEV, notwithstanding the fact that such work may have been omitted from the plans or not specifically mentioned in the drawings.

3. Fees and payments for Additional Services shall be in addition to the Fee set forth in the Statement of Work and shall be billed and paid on the same fee and payment terms applicable to the Statement of Work unless otherwise agreed to in writing by the Parties.

4. Clean Up. BWEV will continuously clean BWEV's work areas and maintain them in an orderly condition at all times. BWEV will locate its materials and equipment so as to avoid interference with other trades. If BWEV fails to perform as required by this paragraph and fails to cure such deficiency within three (3) business days of receipt of oral or written notice, Client may do so at BWEV's expense. Any actual expense incurred by Client as a result of BWEV's breach of this paragraph may be deducted from any amounts due to BWEV by Client

5. BWEV shall indemnify, defend, protect and hold harmless Indemnities against and from any and all claims of lien and liens or any claims under Maryland's trust fund statute (Maryland Real Property Article, Section 9-201 et seq.) or the equivalent in the State where the Project is taking place by BWEV or any person or entity, threatened, brought or filed, arising out of or in any manner directly or indirectly connected to the Services to be performed under a Statement Work, provided that BWEV is paid all sums due to BWEV in accordance with the terms of this Agreement. Such indemnification shall include, without limitation, the payment of all reasonable costs to defend or respond to such claims or threatened claims, as well as satisfaction of any judgment or liens entered. Notwithstanding anything herein to the contrary, BWEV shall indemnify the Indemnities only to the extent that it is found legally negligent.

6. BWEV shall be responsible for its safety, the safety of its employees, its subcontractors, and the site in general and shall comply with all applicable provisions of local, state and federal law, regulations and orders affecting safety and health, including but not limited to the occupational

Safety and Health Act of 1970 (hereinafter collectively referred to as "OSHA"). BWEV agrees that it shall give access to the authorized representatives of the Secretary of Labor or any state or local official for the purpose of inspecting, investigating or carrying out any duties under OSHA, and BWEV shall immediately notify Client that access has been sought. BWEV shall be solely responsible for any violation of OSHA by it or its subcontractors, shall immediately remedy any condition giving rise to such violations, and shall defend and hold the Indemnities harmless from any penalty, fine or liability in connection therewith. BWEV is expressly authorized to correct any violations of the OSHA that come to its attention where said violations are within the scope of the Services. Upon request of Client, BWEV shall provide Client with written assurances that BWEV and its subcontractors have a written safety plan in effect, as applicable, and that OSHA training appropriate for the Services has been conducted for BWEV and its subcontractors. BWEV shall be responsible for coordinating its safety plan with its subcontractors, other contractors and Client, where appropriate.

- a. BWEV is required to perform the Services in a safe and reasonable manner. BWEV shall seek to avoid injury, loss or damage to persons or property by taking reasonable steps to protect employees and other persons at the site, materials and equipment stored at the site, and all property and structures located at the site and adjacent to work areas.
- b. BWEV shall give all required notices and comply with all applicable rules, regulations, orders and other lawful requirements established to prevent injury, loss or damage to persons or property.
- c. BWEV shall use properly qualified individuals or entities to carry out the Services in a safe and reasonable manner so as to reduce the risk of bodily injury or property damage.
- d. If Client does not provide a safety plan or program, BWEV will establish its own safety plan implementing required governmental standards, including, but not limited to, requirements imposed by the Contract Documents.

BLUEWHALEEV.COM

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Authorizing City Manager to execute purchase of Basketball Court Solar Lights

Suggested Action:

Reference:

Memorandum, J. Salmerón, 12/6/2024

Application Design

Fonroche Lighting America Quote

Basketball Court Image

Staff is requesting authorization to purchase two solar lights for the new basketball courts at Springhill Lake Recreation Center (SHLRC). This strategic investment will enhance recreational opportunities for residents by allowing safe use of the courts during evening hours. This purchase aligns with Council's goal to "Expand access to recreation programs" under the focus area of expanding access to quality education, recreation, youth development, and workforce development programs for young adults.

It is recommended that the Council authorize the City Manager to purchase solar lights for the new basketball courts at SHLRC in the amount of \$10,999.

Attachments:

[2024.12.06_memo_Solar Lighting Installation at SHLRC Basketball Courts.pdf](#)

[A-USA-Basketball court Cherrywood-0-1AM20241023-MD-G8402v2.pdf](#)

[G8402-Greenbelt MD-Basketball court Cherrywood-RevA_V3.pdf](#)

[Basket ball court.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



Josué Salmerón
City Manager

MEMORANDUM

Date: December 6, 2024
To: Council
Re: Solar Lighting Installation at Springhill Lake Recreation Center Basketball Courts

Dear Council,

I am requesting authorization to purchase two solar lights at the new basketball courts at Springhill Lake Recreation Center (SHLRC). Adding solar lighting is a strategic investment to enhance recreational opportunities for residents, allowing youth and adults to safely use the courts during evening hours. This purchase helps to deliver on Council's goals of "Expand access to recreation programs" under Council Focus area of: Expand activities, access, and opportunities to quality education, recreation, youth development, and workforce development programs for young adults. Specifically

Rationale:

- **Increased Accessibility:**
Extending available hours for the basketball courts supports community health and engagement, offering more flexibility for players who may only be free during evening hours.
- **Energy Efficiency:**
Solar lights are cost-effective and eco-friendly, aligning with Greenbelt's commitment to sustainability. They operate off-grid, ensuring uninterrupted illumination.
- **Safety and Community Benefit:**
Improved lighting ensures better visibility and safety, fostering a welcoming environment for all users.
- **Optimal Coverage:**
Based on the lighting analysis and photometric studies provided, two lights are sufficient to illuminate the court uniformly, achieving the necessary brightness levels for recreational play.

Technical and Financial Details:

- **Vendor:** Fonroche Lighting America
- **Specifications:** Each light includes a 310W solar module, 1248Wh NiMH battery, and intelligent management system.
- **Installation:** Direct burial poles with 20-foot height and 45-degree tilt optimized for snow and extreme temperatures.
- **Cost Estimate:** \$10,999 (inclusive of \$8,854 for lighting systems and \$2,145 for shipping and handling). The quote remains valid until January 10, 2025.

Attachments:

1. Lighting analysis and photometric studies
2. Vendor quotation and system details

Thank you for your consideration. Please let me know if additional information is needed.

Sincerely,

Josué Salmerón

**A NATIONAL HISTORIC
LANDMARK**

PHONE: (301) 474-8000
www.greenbeltmd.gov

APPLICATION DESIGN

Basketball court Cherrywood Greenbelt - MD



Project Number:

G8402

Date:

10/23/2024

Written by:

Cuong VU

Version :

A



The global leader in solar lighting

Fonroche Lighting America is proud to be part of Fonroche Lighting, the global leader in off-grid solar street lighting. The deep resources and broader scope of an established market leader lets us take solar lighting even further, from the State Treasury in Salem, Oregon to the West African Republic of Senegal. Over 150,000 Fonroche SmartLight systems have been deployed worldwide.

With five offices in the USA and installations across the country, Fonroche is never far away. Some solution providers enter the solar lighting market—then move on. We're a reliable partner that sticks around. You get the responsive support and smart answers that you need now—and the confidence that we'll be here for you far in the future. And we can take on projects of any size, from local to national. That's why so many municipalities, military and federal facilities, tribes, commercial properties, and developers trust us to deliver the full promise of solar lighting.



Olton City Park – Olton, TX

The **3** key benefits for your project

- OFF-GRID

100% solar, not connected to the utility grid. No outages.

365 nights of light a year – guaranteed.

- POWERFUL

Powerful illumination, on a par with grid-connected systems.

- COST-EFFICIENT

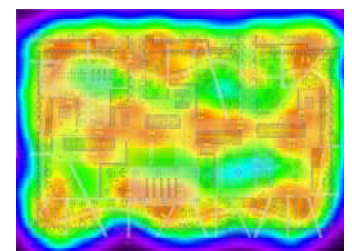
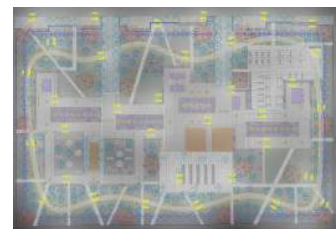
No maintenance for the first 10 years. Rapid installation. No operating costs.

Feasibility of your solar lighting project

To guarantee powerful, cost-effective off-grid lighting, Fonroche operates its own **design offices**.

We assess the feasibility of each project in four stages:

1. First, we define your **lighting requirements**.
2. Next, we analyze the last 10 years of **local weather data** to determine how much energy our PV panels will generate.
3. On this basis, we **calculate** what size and how many products we need to install.
4. Finally, our sales team draws up a **cost estimate**.



1 Project = 1 Study



1



10-Year Analysis of local weather data

We use the **PVsyst** software suite and **Meteonorm** historical time series irradiation data to calculate the real-world operating conditions — orientation and tilt angle of the panel, shadow, etc. — and external parameters, such as direct and diffuse irradiation, temperature and the solar calendar.

2



Simulation of product(s) over a typical year

Our teams have developed a solar sizing software application, which we use to determine which products will best meet your needs. We then simulate how these products operate over a typical year, based on the average conditions for **the last decade**.

3



Sizing the project to your needs

We use a set of key criteria to optimally specify your project:

- Average battery charge level over the year
- Minimum charge level
- Comparative analysis of energy generated by the panel vs. energy used by the system
- Worst-case scenario (lowest irradiation, longest night)

4



Results

Based on our experience, we propose the **optimal solution** in terms of lighting **performance** and **cost effectiveness**.

Autonomy of
365
nights of lighting /year

SMARTLIGHT SYSTEM CONFIGURATION



Non pro-rated

Project-Specific System Specifications

PHOTOVOLTAIC MODULE

PV panel power rating 310 Wp

PV panel tilt angle 45°



POWER 365: SMART STORAGE AND MANAGEMENT

Battery capacity (Must be NiMH) 1248 Wh



LED LIGHT UNIT

Lighting power 60 W nominal

LED light unit specification 4000K - 187 Lm/w



POLE & CROSSPIECE

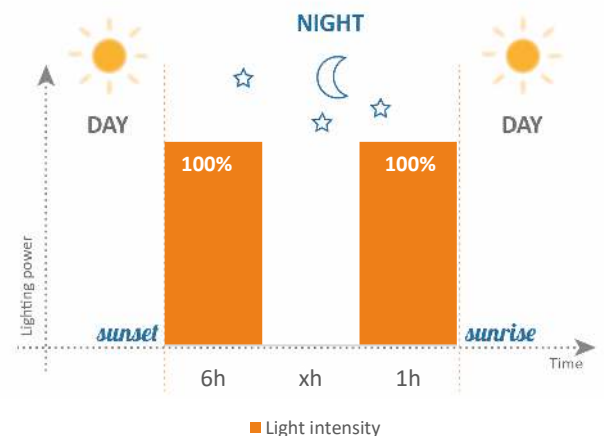
Pole height/Arm length 20'/4'

Protective treatment Powder Coated

POWER 365
Ultimate Solar Lighting TECHNOLOGY BY FONROCHE



Chosen lighting profile for your project



PHOTOMETRIC STUDY

**Note: these results are only valid if the Smartlight PV panel is at an azimuth angle of zero degrees and is completely free of shadow.*

***These results are subject to change due to technological or regulatory advances. This technical report is valid for 60 days from the date you receive it.*

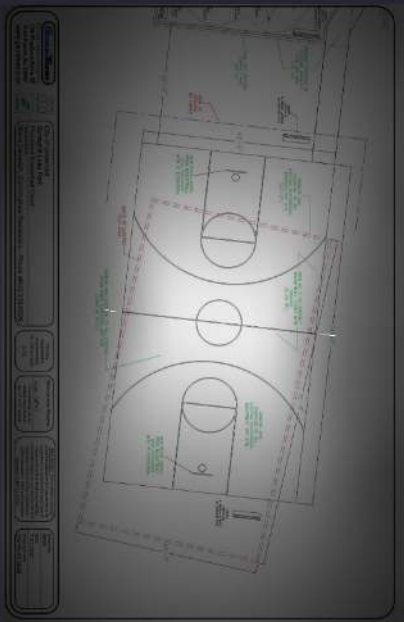
Basketball court Cherrywood



Lighting Plan Rev A
Project Number: G8402

By: Cuong Vu
cuong.vu@fonroche.us
Date:10/23/2024

4900 David Strickland Road
Forest Hill, TX 76119 | USA
Phone Number: (339) 225 4530
www.fonrochesolarlighting.com



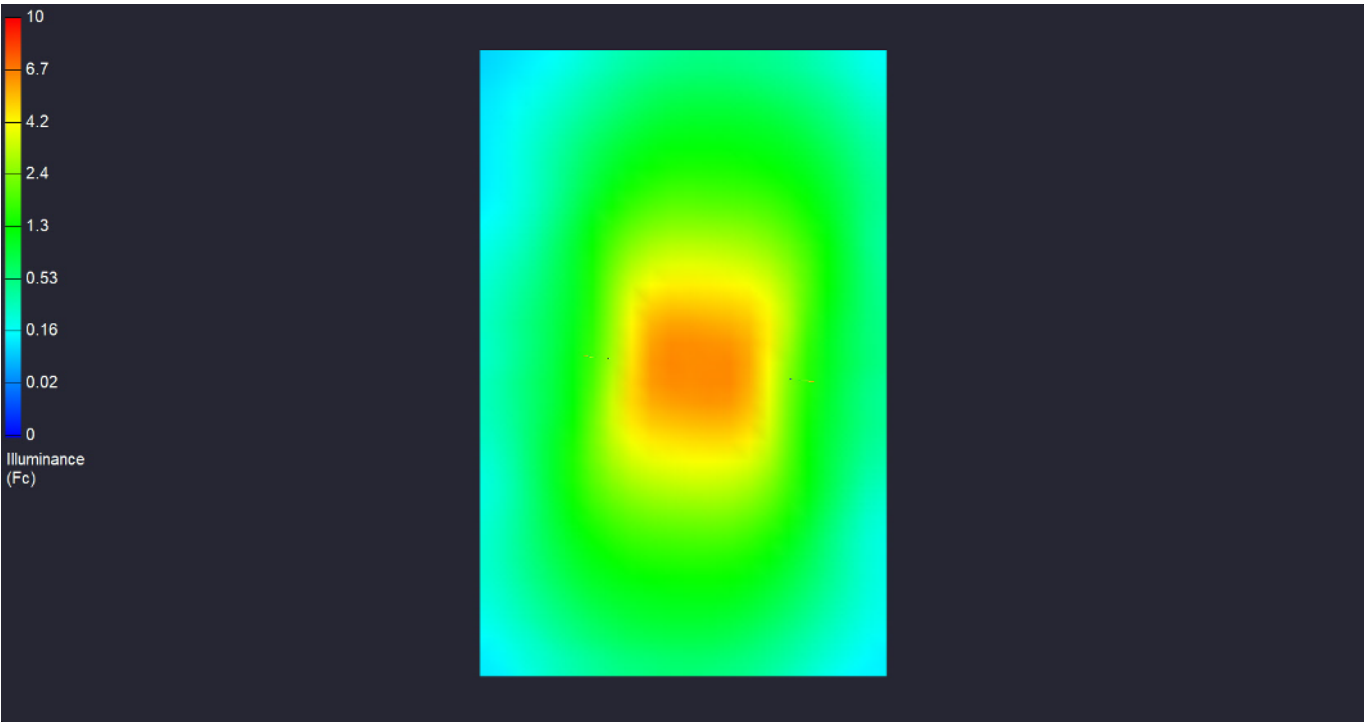
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A few examples





Solar lighting

Your commitment to sustainability

Contact us

Anicet Mabonzo

Regional Sales Manager

M: (316) 833-0976

E: a.mabonzo@fonroche.us

FIND OUT MORE AT

www.FonrocheSolarLighting.com

FONROCHE LIGHTING AMERICA | 4900 David Strickland Road
Forest Hill, TX 76119 | USA
Telephone : 339-225-4530

Opportunity Owner	ANICET MABONZO	Quote Number	00084018
Payment Terms	50% deposit, 50% Net 30 from Ship Date-contingent on credit approval	Quote Name	G8402-Greenbelt MD-Basketball court Cherrywood-RevA
Shipping Terms	Prices are FOB Origin	Quote Date	12/5/2024
		Quote Expiration Date	1/10/2025
		Est. Lead Time	Within 10 Weeks
		Ship To Name	City of Greenbelt MD
		Ship To	United States

Shipping estimated; final cost determined on day of shipping and added to invoice.

Beware of Fraud: Any advance payment request will only be made on the basis of a proforma invoice sent by Fonroche Lighting America.

Fonroche Model Number	Fonroche Product Description	Price System	Quantity	Amount
[T54-CK16B-4K-T3] [P310F-4P]HW-MC Fixture Color: BK POLE: 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color: BK	SmartLight Assembly with 1248Wh-24V NiMH Battery , special extreme temperature (from -40 °F to +158 °F), 310W solar module with Top of Pole assembly and Intelligent management/control system. Provisioned for Single Fixture configuration. Single Essential (Formerly CK16B) Fixture 4K Color Temp.-Type 3 Fixture Color: BK - . Power Assembly color is black. Mount: High wind and enhanced marine coating. 20Ft. Round Tapered Pole-Direct Burial-1-4FT Arm --Pole Color is BK 8 Year Warranty All Night Lighting 365 Days a Year - Full Battery Replacement Assumes No Shading Tilt optimized for snow conditions 45 Degrees Tilt 100% =60 Watts worst case conditions.T-PM: 6 hrs. @100% T-N (Balance of night) @0% T-AM: 1 hrs. @100%	USD 4,427.00	2.00	USD 8,854.00
Total Line Items				USD 8,854.00
Shipping and Handling				USD 2,145.00
Quote Total				USD 10,999.00

This quotation is subject to the following terms and conditions

Seller's Terms and Conditions of Sale in effect on the date of this order shall apply to this quote and are hereby incorporated by reference. Seller's Terms and Conditions of Sale may be viewed at <https://www.fonrochesolarlighting.com/about-us/terms/>.

Pricing is based on Fonroche Lighting America's Standard Terms & Conditions and any additional terms stipulated herein. It is the Representative's responsibility to convey these terms to the customer. Without prior written approval from Fonroche Lighting America's Sales Director, any deviation from these terms may constitute a change in this pricing at the time of order. In the event that Fonroche Lighting America is unable recuperate difference in pricing from end customer, it may deduct the difference from representative's commission.



City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Tim George

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

ARPA Status Update

Suggested Action:

Reference: Memorandum, Timothy George, 12/9/2024

The attached ARPA Update memo provides an overview of the results from the Reallocation Projects that Council authorized in November. Timothy George, Assistant City Manager, will present an addendum to this memo on Monday, which will include a comprehensive update on ARPA progress, complete with related graphics and charts. This update will offer a clear view of the current status and outcomes of ARPA-funded initiatives.

Attachments:

[ARPA Update Memo Dec 9 Council Regular Meeting v1.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



MEMORANDUM

To: City Council
From: Tim George via Josué Salmerón
Date: December 9, 2024
RE: ARPA – Reallocation Project Updates

This memo presents a brief synopsis of the status of the reallocation projects approved by Council in November 2024. Nearly all of the projects are complete or under contract. Based on the preapproved projects, the City has expended/obligated all of the ARPA-Restricted funds. There will be approximately \$100,000 in Lost Revenue funds to allocate once the last set of contracts are finalized.

Lost Revenue – Reallocation Project Status

	<i>Projects</i>	<i>Amount</i>	<i>Status</i>
1	PD portable radios	\$262,500	Contract pending
2	Animal Control Facility	\$180,000	Refining contract
3	EVSE CC back lot/library	\$200,000	Approval pending 12/9
4	CERT Trailer	\$11,500	Seeking quote
5	Reparations: Research/Reader	\$35,000	Approval pending 12/9
5	Reparations: Genealogy	\$40,000	Approval pending 12/9
6	Solar lights for SHLRC courts	\$11,000	Seeking quote
7	AED for Greenbelt Cinema	\$2,500	Complete
7b	AED for Greenbelt Arts Center	\$2,500	Complete
8	GHI 11 -13 Ridge Ct. Lighting	\$17,500	Contract pending
9	GIS probe	\$11,000	Seeking quote
10	Camera scope for stormwater	\$37,700	Approval pending 12/9
11	AED for New Deal Cafe	\$2,500	To be ordered, 12/9

The table on the following page shows the ARPA – Restricted projects.

ARPA – RESTRICTED – Project Status

	Potential Projects	Amount	Status
1	Food recovery, gift cards, holiday food baskets	\$204,000	Approval pending 12/9
2	Workforce development	\$50,000	Approval pending 12/9
3	Outdoor Pavilion (2)	\$220,000	Under contract
4	Additional Non-profit funding	\$40,000	Approval pending 12/9
5	Schrom Hills Park multi-use path	\$72,000	Under contract
6	Buddy Attick Park Amenities	\$100,000	Reallocated
7	Stream Valley Park stormwater project	\$235,000	Unfunded

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Council Activities

Suggested Action:

Attachments:

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Recreation

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

New Recognition Group Basic Certification Request- Greenbelt Ultimate Frisbee

Suggested Action:

Reference:

Basic Certification Application

Park and Recreation Advisory Board Recommendation

Tom Jones submitted a Recognition Group-Basic Certification Application (attached). Mr. Jones met with the Park and Recreation Advisory Board (PRAB) at the November 20, 2024, meeting. PRAB's recommendation is attached.

Approval of this item on the consent agenda will indicate Council's approval of the basic certification application.

Attachments:

[Greenbelt Ultimate - Basic Certification Application.pdf 1.pdf](#)

[Greenbelt Ultimate Basic Certification - PRAB Recommendation.pdf](#)

CITY OF GREENBELT, RECOGNITION GROUP PROGRAM
APPLICATION FOR BASIC CERTIFICATION
For new certification or renewal of current status. In-kind services only.

First-time applications are accepted at any time. Applications for renewal of
 Recognition Group status for the City's FY2025 are due by
4:30pm on Monday, February 5, 2024

**Email your completed application to the Recreation Department's
 Administrative Coordinator, cpracht@greenbeltmd.gov.**

BEFORE COMPLETING THIS APPLICATION:

Please read the Policy and Information Guide for Recognition Groups. This guide contains important information about the different levels of in-kind and financial support available to community organizations that serve Greenbelt residents. The Guide also provides an overview of several different applications corresponding with these levels of support. Before completing this form, make sure you have selected the application that is the best match with your needs and qualifications.

1. **Name of organization:** Greenbelt Ultimate
Year of founding: 1993 **Website:** <http://spril.com/ultimate/>
Social media: <https://www.facebook.com/groups/1299954910149763>
Please check one: ☒ X **new application** ☐ **application for renewal of status**
2. **Contact person:** Name Tom Jones Position Founder
Telephone 301-474-6001 **E-mail** tj@spril.com
3. **Organization's mailing address** (not a City of Greenbelt facility):
1 Woodland Way Unit C, Greenbelt MD 20770
4. **What is the mission of this organization? Whom do you intend to serve?**
To provide a weekly casual pick-up ultimate frisbee game for
residents of Greenbelt and nearby areas, welcoming both new and
experienced players of all background without regard to age,
gender, or other attributes.

5. **Description of your group's activities:** Please provide a brief but comprehensive overview of the types of activities your group typically sponsors -- or intends to sponsor -- over the course of a year. If any activities take place outside of Greenbelt, please indicate this. Activities must be open to the general public.

Every Sunday afternoon, weather permitting, we try to play
ultimate frisbee, and occasionally on other days.

6. **How many people do you anticipate will have actively participated in your organization's primary, in-person and online activities this year?** Include estimates as needed. *Sports programs: include registered players only. Performing arts programs: include performers/production teams only. Festivals: include featured artists/performers and individuals or organizations with a booth, table, activity or parade unit. Please do not include volunteers or staff.*

Total number of active participants: 50 % Greenbelt residents 40
% ages 12 and under 5 % 13-17 yrs. 10 % 18-59 yrs. 75 % 60+ yrs. 10

Briefly explain whom you have included in these figures.

People who have come onto the field to play during our games.

7. **How many additional people do you anticipate will have participated in your organization's primary, in-person and online activities as audience members, spectators and attendees (if applicable)?** *This does not include volunteers or staff.*

Total number of spectators: 10 % Greenbelt residents 70
% ages 12 and under 10 % 13-17 yrs. 10 % 18-59 yrs. 70 % 60+ yrs. 10

Briefly explain whom you have included in these figures.

Spectators almost always come with players, often children or friends

8. **How many people do you anticipate will have volunteered this year to help run your organization and implement your sponsored activities?**

Total number of supporting volunteers: 4 % Greenbelt residents 75
% ages 12 and under 0 % 13-17 yrs. 0 % 18-59 yrs. 100 % 60+ yrs. 0

Briefly describe the volunteers' activities.

Volunteers are those who help organize each weekly game.

9. BACKGROUND CHECK VERIFICATION

To help ensure the safety of young program participants, all staff, contractors, and/or volunteers (age 18+) whom the Recognition Group intends to entrust directly with the care and control of minors (ages 17 & under) must complete a criminal background check. These individuals will undergo a criminal background check at the City's expense through NCSI (National Center for Safety Initiatives). Background checks are valid for only one year and must be resubmitted accordingly. It is the responsibility of each Recognition Group to ensure full compliance with this requirement, throughout the year. If your organization currently conducts background checks mandated by a parent organization, please indicate below. However, the background checks provided by the parent organization must meet or exceed the standards for exclusion of volunteers recommended by the National Recreation and Park Association and adopted by the city (*see next page*). For assistance with the background check policy, please contact Andrew Phelan, Assistant Director - Recreation Facilities & Operations, at aphelan@greenbeltmd.gov or 240-542- 2194.

Please check where applicable for your organization.

- ☐ *I certify that our organization does not work with minors.*
- ☒ *I certify that our organization does work with minors, but we are never in "care and control" of minors (i.e. – legal parents/guardians are always present with minors)*
- ☐ *I certify that our organization does work with minors and all required individuals will complete background checks through the City of Greenbelt and a roster of these volunteers will be provided to the City.*
- ☐ *I certify that our organization does work with minors and background checks are completed by a parent organization.*

Parent Organization: _____

Tom Jones

Founder & Lead Organizer 10/8/2024

NAME

TITLE/POSITION

DATE

Recommended Criteria for Exclusion

A person should be disqualified and prohibited from serving as a volunteer if the person has been found guilty of the following crimes. Guilty means that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilty, regardless of whether there was an adjudication of guilt (conviction) or a withholding of guilt. This recommendation does not apply if criminal charges resulted in acquittal, Nolle Prose, or dismissal.

SEX OFFENSES

- **All Sex Offenses** – *Regardless of the amount of time since offense.*
Examples include: child molestation, rape, sexual assault, sexual battery, sodomy, prostitution, solicitation, indecent exposure, etc.

FELONIES

- **All Felony Violence** – *Regardless of the amount of time since offense.*
Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, aggravated Burglary, etc.
- **All Felony offenses** other than violence or sex within the past 10 years.
Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

MISDEMEANORS

- **All Misdemeanor Violence** offenses within the past 7 years
Examples include: simple assault, battery, domestic violence, hit & run, etc.
- **All misdemeanor drug & alcohol offenses** within the past 5 years or multiple offenses in the past 10 years.
Examples include: driving under the influence, simple drug possession, drunk and disorderly, public intoxication, possession of drug paraphernalia, etc.
- **Any other misdemeanor** within the past 5 years that would be considered a potential danger to children or is directly related to the functions of that volunteer.
Example include: contributing to the delinquency of a minor, providing alcohol to a minor, theft – if person is handling monies, etc.

PENDING CASES

It is recommended that anyone who has been charged for any of the disqualifying offenses or for cases pending in court should not be permitted to volunteer until the official adjudication of the case. The Background Screening Process is an ongoing process and should be subject to review and changes at any time. These guidelines are based upon industry practices in private, public

- 10. Leaders.** However formally or informally your group may be organized, please list your leaders, their roles, and their residency status.

Name	Role	Greenbelt resident (yes/no)
Tom Jones	Founder & ongoing leader	yes
Rene Barger	Lead participant	yes
Jarrold Bailey	Partner game organizer for Hyattsville	no

- 11. Request for support.** Please describe the in-kind services which you anticipate requesting from the City of Greenbelt during the coming fiscal year. *Note: Recognition Group certification does not imply that all requests can be granted. Requests from the organization will be addressed on a case by case basis as they arise in accordance with applicable City policies and procedures.*

We seek field permit(s) for authorized use of city outdoor athletic fields.

12. Electronic Signature

I, the undersigned, certify that the information contained in this application is true, complete, and accurate. I have been authorized to submit this application to the City of Greenbelt by the governing body of the applicant organization. **By signing this application, I certify that the organization's leaders have read the City of Greenbelt's Policy and Information Guide for Recognition Groups and have agreed to abide by the requirements stated therein.**

Signature Thomas Jones Digitally signed by Thomas Jones
Date: 2024.10.09 19:24:24 -04'00' Date 10/9/2024

Role within the organization Founder and organizer

**PARK AND RECREATION ADVISORY BOARD
REPORT TO CITY MANAGER**

Subject: Greenbelt Ultimate Basic Certification Application

Background: Greenbelt Ultimate submitted a basic certification application for FY2025. Tom Jones, founder of the group, presented the application and answered a few questions related to the organization and the application at PRAB's November 20 regular meeting.

Recommendation: PRAB supports and recommends approval of the basic certification application. Feedback from Greg Varda, Recreation Director, confirmed that the group members have been good custodians and caretakers of the spaces utilized. Additionally, PRAB supports the approach of providing permits for dedicated field space to recognized groups so that any concerns about accessing fields can be mitigated.

Respectfully submitted by:
Jake Chesnutt, PRAB Chair
Matt Sickie, PRAB Vice-Chair

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Appointment to Advisory Board/Committee

Suggested Action:

Reference: Application and Code of Conduct

The City Council interviewed Michael Burchick on October 30, 2024, for the appointment to the Advisory Committee on Education (ACE).

Approval of this item on the consent agenda will indicate the Council's intent to appoint Mr. Burchick to the Advisory Committee on Education.

Attachments:

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Reappointment to Advisory Board/Committee

Suggested Action:

Reference: Reappointment Survey

Jane Young have expressed her willingness to continue serving on the Greenbelt Advisory Committee on Environmental Sustainability (Green ACES).

Approving this item on the consent agenda will indicate the Council's intention to reappoint Ms. Young to a new term.

Attachments:

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Resignation from Advisory Board/Committee

Suggested Action:

Reference: Email - M. Lee

Michael Lee have submitted his resignation from the Park and Recreation Advisory Board.

Approval of this item on the consent agenda will indicate the Council's intent to accept Mr. Lee's resignation with regret.

Attachments:

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Meetings

Suggested Action:

Attachments:

[meetings.pdf](#)



City Council Meetings & Work Sessions December - January

Work Session – Traffic Ordinance	Wed	12/11	7:30 pm
Special Meeting/Closed Session – City Manager's Evaluation	Wed.	12/11	Following WS
Work Session – Greenbelt Strategic Wayfinding Plan Outline and Sign Design Concepts	Mon.	12/16	7:30 pm
Work Session – DEI Audit – Phase II Report Presentation	Wed.	12/18	7:30 pm
No Meeting	Mon.	12/23	
No Meeting – Christmas	Wed.	12/25	
No Meeting	Mon.	12/30	
No Meeting – New Year's Day	Wed.	01/01	
Advisory Board/Committee Interviews (virtual)	Mon.	01/06	7:30 pm
No Meeting	Wed.	01/08	
Regular Meeting	Mon.	01/13	7:30 pm
Work Session – TBD	Wed.	01/15	7:30 pm
No Meeting – Martin Luther King Jr. Day	Mon.	01/20	
Work Session – TBD	Wed.	01/22	7:30 pm
Regular Meeting	Mon.	01/27	7:30 pm
Work Session – TBD	Wed.	01/29	7:30 pm

This schedule is subject to change. For confirmation, call 301-474-8000. Regular and Special meetings and Work Sessions are open to the public. If special accommodations are required for any disabled person, please call 301-474-8000 or 301-474-3870 no later than 10 a.m. on the meeting day. Deaf individuals are advised to use Video Relay Services (VRS) at 711 or e-mail banderson@greenbeltmd.gov to reach the City Clerk. Unless otherwise noted, meetings will be held in the Council Chambers in the Municipal Building (MB) at 25 Crescent Road and virtually by Zoom. Zoom meeting information for public participation is posted on the City's website at www.greenbeltmd.gov on the meeting calendar.

Bonita Anderson, City Clerk

Ready to be scheduled:

Bureau of Engraving and Printing
City Contracting Policy
County Executive Liaison
Economic Development
Greenbelt Road Corridor
Townhall Meeting: Virtual Meetings
 Accessibility for Blind and Visually
 Impaired
Verde Apartments

For later scheduling:

Arts & Entertainment District
Bernard Penney (*Memorial Donation in
honor of Leonie Penney*)
Cemetery Plans
City Manager Updates (Jan, Pre-budget;
July & Sept/Oct)
EV Chargers Five-Year Plan
Fleet Vehicles Ten-Year Plan
GHI/Prince George's County (Stormwater
issues)
MARC Train Service/ MDOT
Meeting with County on Transportation Plan
Museum Plan
Northway Fields Master Plan
Office of Human Rights
Parkway Apartment Owners/GHI (*parking*)
Potential Bond Referendum/Capital
Financing
Zoning Enforcement

10/4/2024 8:23 AM

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Stakeholder List

Suggested Action:

Attachments:

[Stakeholder Schedule.pdf](#)

Annual													Follow-Up Letter Sent
Advisory Group Chairs	7/22	7/23	8/24										
Franklin Park at Greenbelt Station Mgmt.	12/21	12/22	2/24										3/21/24
Greenbelt Center HOAs	3/23	5/24											
Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition	4/22	6/23											
Greenbelt Homes, Inc.	8/22	8/23	9/24										
Greenbelt Station HOA/Verde Apts.	8/22	8/23											
Motiva													
School Board Member	9/21	2/23	8/23	9/24									
State Highway Administration	11/20	11/22	12/23										12/21/23
Biennial													
Beltsville Ag. Research Center	8/18	11/22	11/23										
Beltway Plaza	9/22	9/24											
NASA/GSFC	3/22	4/23											
Greenbelt Business Alliance	10/22												
Greenbelt Park NPS	1/22	3/23											
Greenway Shopping Center	12/20	2/23											
Religious/Spiritual Organizations	6/22	2/24											
Twice a Year													
County Council Person and At Large Members	5/23	3/24											3/19/24
Meetings as Needed													
Apartments	4/21												
Comcast/Verizon	3/21												
Greenbelt Office Parks													
Greenbelt Watershed Groups	10/19												
Hotels	8/23												
PEPCO	2/22	9/23											
WSSC	2/22	6/23	10/23	5/24									
Washington Gas	8/23												
Prince George's Economic Development Corp.	11/21												
Prince George's Planning Board	10/19												
Roosevelt Center Owner	8/20												
University of Maryland	4/15												
WMATA/PGDPW&T (Semi-Annual)	5/22												
Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)													
County Executive													
School Board CEO	1/24												1/17/24
State's Attorney	1/23												

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Appointment of Council Members to Metropolitan Washington Council of Governments Board and Policy Committees

Suggested Action:

Reference: Greenbelt Appointments

COG Board and Committees Descriptions

2025 COG Board Policy Committee Meetings Calendar

The Metropolitan Washington Council of Governments (COG) is soliciting appointments to COG's policy boards and committees 2025. Attached is a list of the current appointments, COG has requested the appointments to be submitted in January 2025.

Approval of this item on the consent agenda will indicate Council's approval of the 2025 Metropolitan Washington Council of Governments appointments.

Attachments:

[City of Greenbelt 2025.pdf](#)

[COG Boards and Committees Descriptions.pdf](#)

[2025 COG Board Policy Committee Meetings Calendar.pdf](#)

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
Solicitation for Appointments: City of Greenbelt

Board/Committee	2024 Appointment	2025 Appointments
COG Board of Directors (Appoint 1 member and 1 alternate)	Member Name: Emmett Jordan Alternate Name: Kristen Weaver	Member Name: Emmett Jordan Email: ejordan@greenbeltmd.gov Alternate Name: Kristen Weaver Email: kweaver@greenbeltmd.gov
Transportation Planning Board (Appoint 1 member and 1 alternate)	Member Name: Kristen Weaver Alternate Name: Emmett Jordan	Member Name: Kristen Weaver Email: kweaver@greenbeltmd.gov Alternate Name: Emmett Jordan Email: ejordan@greenbeltmd.gov
Metropolitan Washington Air Quality Committee (Appoint 1 member and 1 alternate)	Member Name: Kristen Weaver Alternate Name: Vacant	Member Name: Kristen Weaver Email: kweaver@greenbeltmd.gov Alternate Name: Amy Knesel Email: aknesel@greenbeltmd.gov
Human Services Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Danielle McKinney Alternate: Silke Pope	Member Name: Danielle McKinney Email: dmckinney@greenbeltmd.gov Alternate Name: Silke Pope Email: spope@greenbeltmd.gov
Climate Energy and Environment Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Jenni Pompei Alternate: Vacant	Member Name: Jenni Pompei Email: jpompi@greenbeltmd.gov Alternate Name: Email:
Chesapeake Bay and Water Resources Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Jenni Pompei Alternate: Silke Pope	Member Name: Jennie Pompei Email: jpompi@greenbeltmd.gov Alternate Name: Silke Pope Email: spope@greenbeltmd.gov
Food and Agriculture Regional Member Policy Committee (Appoint 1 member and 1 alternate)	Member Name: Danielle McKinney Alternate: Vacant	Member Name: Danielle McKinney Email: dmckinney@greenbeltmd.gov Alternate Name: Email:
Emergency Preparedness Council (Appoint 1 member)		Member Name: Amy Knesel Email: aknesel@greenbeltmd.gov Alternate Name: Silke Pope Email: spope@greenbeltmd.gov
Region Forward Coalition		Member Name: Amy Knesel Email: aknesel@greenbeltmd.gov

COG BOARDS AND POLICY COMMITTEES

COG is comprised of three independent policy boards and various supporting advisory and technical committees.

INDEPENDENT POLICY BOARDS

COG Board of Directors

The Board of Directors is COG's governing body and is responsible for its overall policies, functions, and funds. The board acts on committee or staff recommendations, discusses current and emerging multi-jurisdictional problems, and receives briefings on issues facing the region as a whole. Policy items on the agenda are normally generated from COG's policy and technical committees; business or administrative items are usually generated from staff. The COG Board meets monthly on the second Wednesday of the month.

Transportation Planning Board

The National Capital Region Transportation Planning Board (TPB) is the federally designated Metropolitan Planning Organization (MPO) for the region and plays an important role as the regional forum for transportation planning. With participation from the District of Columbia and State Departments of Transportation and the region's local governments, the TPB prepares intermediate-range and long-range plans and programs that permit federal transportation funds to flow to the metropolitan Washington region. The TPB meets monthly on the third Wednesday of the month.

Metropolitan Washington Air Quality Committee

The Metropolitan Washington Air Quality Committee (MWAQC) is the entity certified by the mayor of the District of Columbia and the governors of Maryland and Virginia to prepare an air quality plan for the region and ensure compliance with the Federal Clean Air Act. MWAQC coordinates air quality planning activities among COG and other entities, including the Transportation Planning Board; reviews policies; resolves policy differences; and forges a regional air quality plan for transmittal to the District of Columbia, Maryland, and Virginia and, ultimately, to the Environmental Protection Agency. MWAQC meets bi-monthly on the fourth Wednesday of the month.

POLICY COMMITTEES

Policy committees are advisory committees of the COG Board.

Chesapeake Bay and Water Resources Policy Committee

Chesapeake Bay and Water Resources Policy Committee (CBPC) advises the COG Board on Bay-related policies and tracks developments under the federal-state Chesapeake Bay Program for implications to local governments. It also considers questions of potable water supply and waste water treatment. CBPC regularly prepares position statements in response to state and federal legislation affecting the Bay. CBPC meets bi-monthly on the third Friday of the month.

Climate, Energy, and Environment Policy Committee

The Climate, Energy, and Environment Policy Committee (CEEPC) advises the COG Board on climate change, energy, green building, alternate fuels, solid waste and recycling policy issues, and other environmental issues as necessary. CEEPC is responsible for managing implementation of the COG Climate Change Report adopted by the COG Board on November 12, 2008. This responsibility includes development of a regional climate change strategy to meet the regional greenhouse gas reduction goals adopted by the board. CEEPC meets bi-monthly on the fourth Wednesday of the month.

Food and Agriculture Regional Member Policy Committee

The Food and Agriculture Regional Member Policy Committee (FARM) supports development of long-term regional direction and collaboration toward a more resilient, connected food and farm economy (food system) across urban, suburban and rural communities in the metropolitan Washington region. FARM meets bi-monthly on the second Friday of the month.

Human Services Policy Committee

The Human Services Policy Committee (HSPC) advises the COG Board on a variety of issues including housing, homelessness, public health, foster care, child welfare, mental health, and substance abuse. Recent actions have included reports on homelessness in the region. HSPC is composed of elected officials, department managers, and directors from the local and state levels. HSPC meetings bi-monthly on the second Friday of the month.

National Capital Region Emergency Preparedness Council

The National Capital Region Emergency Preparedness Council (EPC) oversees and implements the Regional Emergency Coordination PlanSM (RECP); coordinates activities of the various Regional Emergency Support Function (RESF) Working Groups as they develop specific procedures and relationships; develops training or tests of various components of regional emergency preparedness. The EPC is composed of elected officials, public safety professionals and agency representatives at the state and federal level. The council meets on an ad-hoc basis to conduct tabletop exercises.

***Region Forward Coalition** – The Region Forward Coalition will not meet regularly in calendar year 2025. COG will take this time to evaluate and align the mission of this group with the needs of the region. New members will be requested for appointment in 2026.

**METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS
2025 SCHEDULE OF BOARDS AND POLICY COMMITTEE MEETINGS**

COMMITTEES	Start Time	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
COG BOARD	12:00 PM	15	12	12	9	14	11	25-26 Annual Retreat	No meeting	10	8	12	10 Annual Meeting
TPB	12:00 PM	22	19	19	16	21	18	16	No meeting	17	15	19	17
MWAQC	12:00 PM		26			28				24			3
FARM	10:00AM		14		11		13		8		10		12
CEEPC	10:00 AM	22		26		28		23		24		19	
CBPC	10:00 AM	17		21		16		18		19		21	
HSPC	12:00 PM	10		14		9		11		12		14	
EPC	*The EPC will meet on an ad hoc basis for table top exercises and coordination.												

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Tim George

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Food Insecurity Grants (5)

Suggested Action:

Reference: Memorandum - T. George - 12.09.24

MOU ARPA Food Pantry 2024 - Sardis

MOU ARPA Food Pantry 2024 - Master Touch

MOU ARPA Food Pantry 2024 - Capital Area Food Bank

MOU ARPA Food Pantry 2024 - St. Hugh's Food Pantry

At the October 14, 2024, Regular Council meeting, \$204,000 was allocated to entities serving Greenbelt residents in providing food and services to alleviate food insecurity. The funding for each entity below be obligated through Nov 2026, in keeping with ARPA spending guidelines, and allowing the last month in 2026 for final ARPA reporting requirements.

Capital Area Food Bank (\$24,000). The Capital Area Food Bank provides equitable access to food and opportunity to people struggling with hunger and food insecurity. Through community partnerships, they provide local food distributions to increase access to fresh produce for those facing food insecurity.

Meals on Wheels (\$72,000). Meals on Wheels of College Park Maryland delivers meals to those who are unable to prepare food on their own within College Park, Greenbelt, Beltsville, Berwyn Heights and Adelphi, Maryland. Meals on Wheels is dedicated to providing seniors with the support that enables them to remain living in their own homes by providing a nutritious meal, a friendly visit and a quick safety check.

Master Touch (\$12,000). The Master Touch Food Pantry is a Greenbelt program that

provides food to residents of Greenbelt who are experiencing hunger and food insecurity. They provide a vital safety net for individuals and families who are struggling to put food on the table. The program is connected to the Restoration Church located in Greenbelt

St. Hugh's Food Pantry (\$76,000). The St Hugh's Food Pantry is a Greenbelt program that provides food to residents of Greenbelt who are experiencing hunger and food insecurity. They provide a vital safety net for individuals and families who are struggling to put food on the table. The program is connected to the St Hugh of Grenoble Church located in Greenbelt

Holiday Boxes (CARES) (\$20,000). Sardi's Catering, who has been in existence since 1970, will provide holiday food boxes for the Holiday food giveaway events. Sardi's has been working with CARES for the last few years to provide this additional food resource to Greenbelt residents during the Thanksgiving and Christmas holiday times. and servicing clients throughout the DC Metropolitan Area.

Staff is asking for Council authorization for the City Manager to enter into MOUs as described above.

Attachments:

[ARPA Food Insecurity Funding Memo Dec 9 Council Meeting.pdf](#)

[MOU ARPA Food Pantry 2024 Sardis v2.pdf](#)

[MOU ARPA Food Pantry 2024 Master Touch v2.pdf](#)

[MOU ARPA Food Pantry 2024 Capital Area Food Bank v2.pdf](#)

[MOU ARPA Food Pantry 2024 St Hugh's Food Pantry v2.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



MEMORANDUM

To: City Council
From: Tim George via Josué Salmerón
Date: December 9, 2024
RE: ARPA – Food Insecurity Grants

At the October 14, 2024 Regular Council meeting, \$204,000 was allocated to entities serving Greenbelt residents in providing food and services to alleviate food insecurity. The funding for each entity below be obligated through Nov 2026, in keeping with ARPA spending guidelines, and allowing the last month in 2026 for final ARPA reporting requirements.

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Holiday Boxes (CARES) (\$20,000). Sardi's Catering, who has been in existence since 1970, will provide holiday food boxes for the Holiday food giveaway events. Sardi's has been working with CARES for the last few years to provide this additional food resource to Greenbelt residents during the Thanksgiving and Christmas holiday times. and servicing clients throughout the DC Metropolitan Area.

Staff is asking for Council authorization for the City Manager to enter into MOUs as described above.

Memorandum of Understanding Sardi's

Sardi's, further referred to as Subrecipient, having a principal business address of 9204 Baltimore Ave, College Park, MD 20470, and the CITY OF GREENBELT, agree, by and under the terms of this Memorandum of Understanding (the "MOU), to provide ARPA funding for the purposes of assisting Subrecipient in provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic under the terms and conditions set forth in this MOU.
RECITALS

WHEREAS, the Subrecipient seeks to provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic; and

WHEREAS, the City of Greenbelt has allocated Two-Hundred-and-Four-Thousand Dollars (\$204,000) of ARPA funds to be used for the support of entities that provide food insecurity services and support to Greenbelt residents; and

WHEREAS, the Subrecipient will verify that the ARPA funding will be expended within the City of Greenbelt for the benefit, primarily, of Greenbelt residents; and

WHEREAS, the City of Greenbelt and Subrecipient desire to work collaboratively by leveraging ARPA funding to assist the residents and communities in the City of Greenbelt; and

WHEREAS, The City of Greenbelt has a department, Greenbelt CARES which provides mental health, case management and information and referral services to the citizens of Greenbelt. Sardi's provides holiday food baskets CARES for the distribution to needy residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Subrecipient and the City of Greenbelt agree as follows:

1. Term of Agreement: The term of this Agreement shall be subject to the continued availability of sufficient Program funds, projected to conclude no later than December 30, 2026.
2. Commitment, of Funds: The City of Greenbelt hereby commits a total of Twenty-Thousand-Dollars (\$20,000) to fund this effort.
3. Availability of Funds: This Agreement shall be deemed executory only to the extent that appropriations are available for the services provided under this Agreement. If the City is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The City will pay for all services provided under this Agreement up to the date of termination. The Subrecipient shall not be entitled to any damages or costs associated with such termination.

4. Requirements:

- a. This MOU will meet the requirements of the ARPA grant the City received from the Federal Government.
 - b. Through this grant, Subrecipient will provide fresh produce and perishable food items to CARES in food boxes for delivery to Greenbelt residents who have been impacted by economic hardships related to COVID 19.
 - c. Coordination between parties will be conducted between the Greenbelt CARES Director and the designated Capital Area Foodbank representative(s). The Subrecipient will be responsible for meeting obligations under the grant specifically including, but not limited to, timely filing of all financial and programmatic reports as required for grant purposes.
 - d. In providing direct assistance to Greenbelt residents, Sardi's will:
 - i Use grant funds to provide holiday food boxes.
 - ii Provide the City with any further documentation or explanation records as required by County and Federal agencies in connection with this grant.
 - iii Grant funds will be distributed for each holiday food box distribution, no more than one month in advance, at a rate of One-Thousand-Dollars (\$5,000) per distribution.
5. Publication/Promotion: Should the Subrecipient choose to promote or publicize activities or initiatives that are sponsored by the non-profit ARPA funds provided by the City, the City should be recognized in such promotion as a sponsor partner. Any use of the City logo must be approved by the City PIO and in keeping with our logo use policies.
6. Indemnification: The Subrecipient shall save and keep harmless and indemnify the City against any all liability, claims, demands, suits, judgements, and costs of whatever kind and nature arising or alleged to have arisen from including loss or damage occurring in connection with this Agreement or results in whole or part from any act or failure to act, errors or omissions of the Subrecipient, or any employee, agent or representative of the Subrecipient.
7. Termination of MOU:
- a. If the Subrecipient fails to fulfill any or all of its obligations under this MOU properly or on time, or otherwise violates any provision of this MOU, the City of Greenbelt may terminate this MOU by giving the Subrecipient thirty (30) days prior written notice of such default. The City of Greenbelt shall allow 30 days for the Subrecipient to cure said default. If the default is not cured within the 30-day cure period, the City of Greenbelt may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.
 - b. If the City of Greenbelt fails to fulfill any or all of its obligations under this MOU properly an on time, or otherwise violates any provision of this MOU, the Subrecipient may terminate this contract by giving the City of Greenbelt 30 days

prior written notice of such default. The Subrecipient shall 30 days for the City of Greenbelt to cure said default. If the default is not cured within the 30-day cure period, the Subrecipient may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.

- c. Either party may terminate this MOU by giving the other party a 60-day prior written notice of its intent to terminate.
8. Liability: Subject to any limitations imposed by law, the parties agree each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and each party shall hold the other liable for those matters arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act and related funding provisions.
9. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in Prince George's County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

If any part of this Agreement is ruled unenforceable or invalid, the remainder of the Agreement shall continue to be valid and deemed enforceable against the parties. In the event of a ruling of invalidity or unenforceability of any part of this Agreement, the parties shall work in good faith to modify the Agreement to effectuate the original intent of the parties.
10. Authority: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
12. Recitals: The Recitals are expressly incorporated herein by reference.

13. Electronic Execution: The words "execution, signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC 5 7001 et seq.), the Maryland Uniform Electronic Transactions Act (5521-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
14. Certifications:
- a. The Subrecipient and the City of Greenbelt agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Subrecipient and the City of Greenbelt agree to comply with other non-discrimination provisions of federal and Maryland law.
 - b. Dr. Liz Park, Director of CARES, is authorized to administer this MOU on behalf of the City of Greenbelt. This MOU has been duly authorized, executed, and delivered by the City of Greenbelt in such a manner and form as to comply with all applicable laws to make this MOU the valid and legally binding act and agreement of the City of Greenbelt.
15. Drug and Alcohol-Free Workplace: The City of Greenbelt and the Subrecipient warrant they shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this MOU.
16. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.
17. SAM.gov Registration. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>). Any entity with a Dunn's number must convert to a SAM's number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register.

18. Miscellaneous:

- a. This MOU shall not be assignable or transferable without the prior written consent of the Subrecipient and the City of Greenbelt.
- b. This MOU may not be changed, altered, or modified except by written agreement executed by the Subrecipient and the City of Greenbelt. Except for any specific provision of this Agreement which is amended in accordance with this paragraph, this Agreement remains in full force and effect after such amendment.
- c. If any term, covenant, or condition of this MOU shall be held to be invalid, illegal, or unenforceable in any respect, this MOU shall be construed without such provision, and shall, nevertheless remain in full force and effect as long as the terms of this agreement remain valid, legal, and enforceable.
- d. This MOU is for the exclusive benefit of the Subrecipient and the City of Greenbelt. No other person or entity shall have the rights under or be deemed a beneficiary of this MOU.
- e. This MOU expires upon December 31, 2026, or the expenditure and payment of all of the City of Greenbelt funds in the manner required under this MOU.
- f. All ARPA funds governed by this MOU shall be expended by November 30, 2026 and all reporting turned in to the City within 15-days of final expenditure.
- g. The effective date of this MOU is the date of the last signature below.
- h. This MOU may be executed in one or more counterpoints, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution by electronic means and confirmation of execution by electronic transmission of a page shall be binding on a party so confirming.

19. Entire Agreement: This MOU and the information provided by the Subrecipient is incorporated herein by reference, represents the complete, total and final understanding of the Subrecipient and the City of Greenbelt, and other understanding or representations oral or written, regarding the subject matter shall be deemed to exist or bind the parties hereto at the time of the execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature provided below.

Josué Salmerón
City Manager

Authorizing official
Sardi's

Date: _____

Date: _____

DRAFT

Memorandum of Understanding Master Touch

Master Touch, further referred to as Subrecipient, having a principal business address of _____, _____, MD 2_____, and the CITY OF GREENBELT, agree, by and under the terms of this Memorandum of Understanding (the "MOU"), to provide ARPA funding for the purposes of assisting Subrecipient in provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic under the terms and conditions set forth in this MOU.

RECITALS

WHEREAS, the Subrecipient seeks to provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic; and

WHEREAS, the City of Greenbelt has allocated Two-Hundred-and-Four-Thousand Dollars (\$204,000) of ARPA funds to be used for the support of entities that provide food insecurity services and support to Greenbelt residents; and

WHEREAS, the Subrecipient will verify that the ARPA funding will be expended within the City of Greenbelt for the benefit, primarily, of Greenbelt residents; and

WHEREAS, the City of Greenbelt and Subrecipient desire to work collaboratively by leveraging ARPA funding to assist the residents and communities in the City of Greenbelt; and

WHEREAS, The City of Greenbelt has a department, Greenbelt CARES which provides mental health, case management and information and referral services to the citizens of Greenbelt. Restoration Center Food Pantry provides nonperishable foods to needy residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Subrecipient and the City of Greenbelt agree as follows:

1. Term of Agreement: The term of this Agreement shall be subject to the continued availability of sufficient Program funds, projected to conclude no later than November 30, 2026.
2. Commitment, of Funds: The City of Greenbelt hereby commits a total of Twelve-Thousand-Dollars (\$12,000) to fund this effort.
3. Availability of Funds: This Agreement shall be deemed executory only to the extent that appropriations are available for the services provided under this Agreement. If the City is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The City will pay for all services provided under this Agreement up to the date of termination. The Subrecipient shall not be entitled to any damages or costs associated with such termination.

4. Requirements:

- a. This MOU will meet the requirements of the ARPA grant the City received from the Federal Government.
 - b. Through this grant, Subrecipient will provide non-perishable food items to Greenbelt residents who have been impacted by economic hardships related to COVID 19.
 - c. Coordination between parties will be conducted between the Greenbelt CARES Director and the designated Master Touch representative(s). The Subrecipient will be responsible for meeting obligations under the grant specifically including, but not limited to, timely filing of all financial and programmatic reports as required for grant purposes.
 - d. In providing direct assistance to Greenbelt residents, Master Touch will:
 - i Use grant funds to purchase grocery store gift cards (ie Giant, Safeway, Greenbelt Co-op) and/or purchase nonperishable food to distribute to residents.
 - ii Maintain records of gift cards and food purchased with grant funds and
 - iii Provide quarterly reports of number of persons served, amount of food distributed and copies of food purchase receipts.
 - iv Provide the City with any further documentation or explanation records as required by County and Federal agencies in connection with this grant.
 - v Grant funds will be distributed monthly, no more than one month in advance, at a rate of Five-Hundred-Dollars (\$500).
5. Publication/Promotion: Should the Subrecipient choose to promote or publicize activities or initiatives that are sponsored by the non-profit ARPA funds provided by the City, the City should be recognized in such promotion as a sponsor partner. Any use of the City logo must be approved by the City PIO and in keeping with our logo use policies.
6. Indemnification: The Subrecipient shall save and keep harmless and indemnify the City against any all liability, claims, demands, suits, judgements, and costs of whatever kind and nature arising or alleged to have arisen from including loss or damage occurring in connection with this Agreement or results in whole or part from any act or failure to act, errors or omissions of the Subrecipient, or any employee, agent or representative of the Subrecipient.
7. Termination of MOU:
- a. If the Subrecipient fails to fulfill any or all of its obligations under this MOU properly or on time, or otherwise violates any provision of this MOU, the City of Greenbelt may terminate this MOU by giving the Subrecipient thirty (30) days prior written notice of such default. The City of Greenbelt shall allow 30 days for the Subrecipient to cure said default. If the default is not cured within the 30-day cure period, the City of Greenbelt may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.

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 - c. Either party may terminate this MOU by giving the other party a 60-day prior written notice of its intent to terminate.
8. Liability: Subject to any limitations imposed by law, the parties agree each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and each party shall hold the other liable for those matters arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act and related funding provisions.
9. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in Prince George's County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- If any part of this Agreement is ruled unenforceable or invalid, the remainder of the Agreement shall continue to be valid and deemed enforceable against the parties. In the event of a ruling of invalidity or unenforceability of any part of this Agreement, the parties shall work in good faith to modify the Agreement to effectuate the original intent of the parties.
10. Authority: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.

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13. Electronic Execution: The words "execution, signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC 5 7001 et seq.), the Maryland Uniform Electronic Transactions Act (5521-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
14. Certifications:
- a. The Subrecipient and the City of Greenbelt agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Subrecipient and the City of Greenbelt agree to comply with other non-discrimination provisions of federal and Maryland law.
 - b. Dr. Liz Park, Director of CARES, is authorized to administer this MOU on behalf of the City of Greenbelt. This MOU has been duly authorized, executed, and delivered by the City of Greenbelt in such a manner and form as to comply with all applicable laws to make this MOU the valid and legally binding act and agreement of the City of Greenbelt.
15. Drug and Alcohol-Free Workplace: The City of Greenbelt and the Subrecipient warrant they shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this MOU.
16. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

17. SAM.gov Registration. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>). Any entity with a Dunn’s number must convert to a SAM’s number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register.

18. Miscellaneous:

- a. This MOU shall not be assignable or transferable without the prior written consent of the Subrecipient and the City of Greenbelt.
- b. This MOU may not be changed, altered, or modified except by written agreement executed by the Subrecipient and the City of Greenbelt. Except for any specific provision of this Agreement which is amended in accordance with this paragraph, this Agreement remains in full force and effect after such amendment.
- c. If any term, covenant, or condition of this MOU shall be held to be invalid, illegal, or unenforceable in any respect, this MOU shall be construed without such provision, and shall, nevertheless remain in full force and effect as long as the terms of this agreement remain valid, legal, and enforceable.
- d. This MOU is for the exclusive benefit of the Subrecipient and the City of Greenbelt. No other person or entity shall have the rights under or be deemed a beneficiary of this MOU.
- e. This MOU expires upon December 31, 2026, or the expenditure and payment of all of the City of Greenbelt funds in the manner required under this MOU.
- f. All ARPA funds governed by this MOU shall be expended by November 30, 2026 and all reporting turned in to the City within 15-days of final expenditure.
- g. The effective date of this MOU is the date of the last signature below.
- h. This MOU may be executed in one or more counterpoints, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution by electronic means and confirmation of execution by electronic transmission of a page shall be binding on a party so confirming.

19. Entire Agreement: This MOU and the information provided by the Subrecipient is incorporated herein by reference, represents the complete, total and final understanding of the Subrecipient and the City of Greenbelt, and other understanding

or representations oral or written, regarding the subject matter shall be deemed to exist or bind the parties hereto at the time of the execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature provided below.

Josué Salmerón
City Manager

Authorizing official
Master Touch

Date: _____

Date: _____

DRAFT

Memorandum of Understanding Capital Area Food Bank

Capital Area Food Bank, further referred to as Subrecipient, having a principal business address of _____, _____, MD 2_____, and the CITY OF GREENBELT, agree, by and under the terms of this Memorandum of Understanding (the "MOU), to provide ARPA funding for the purposes of assisting Subrecipient in provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic under the terms and conditions set forth in this MOU.

RECITALS

WHEREAS, the Subrecipient seeks to provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic; and

WHEREAS, the City of Greenbelt has allocated Two-Hundred-and-Four-Thousand Dollars (\$204,000) of ARPA funds to be used for the support of entities that provide food insecurity services and support to Greenbelt residents; and

WHEREAS, the Subrecipient will verify that the ARPA funding will be expended within the City of Greenbelt for the benefit, primarily, of Greenbelt residents; and

WHEREAS, the City of Greenbelt and Subrecipient desire to work collaboratively by leveraging ARPA funding to assist the residents and communities in the City of Greenbelt; and

WHEREAS, The City of Greenbelt has a department, Greenbelt CARES which provides mental health, case management and information and referral services to the citizens of Greenbelt. Restoration Center Food Pantry provides nonperishable foods to needy residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Subrecipient and the City of Greenbelt agree as follows:

1. **Term of Agreement:** The term of this Agreement shall be subject to the continued availability of sufficient Program funds, projected to conclude no later than November 30, 2026.
2. **Commitment, of Funds:** The City of Greenbelt hereby commits a total of Twenty-Four-Thousand-Dollars (\$24,000) to fund this effort.
3. **Availability of Funds:** This Agreement shall be deemed executory only to the extent that appropriations are available for the services provided under this Agreement. If the City is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The City will pay for all services provided under this Agreement up to the date of termination. The Subrecipient shall not be entitled to any damages or costs associated with such termination.

4. Requirements:

- a. This MOU will meet the requirements of the ARPA grant the City received from the Federal Government.
 - b. Through this grant, Subrecipient will provide fresh produce and non-perishable food items to Greenbelt residents who have been impacted by economic hardships related to COVID 19.
 - c. Coordination between parties will be conducted between the Greenbelt CARES Director and the designated Capital Area Foodbank representative(s). The Subrecipient will be responsible for meeting obligations under the grant specifically including, but not limited to, timely filing of all financial and programmatic reports as required for grant purposes.
 - d. In providing direct assistance to Greenbelt residents, Capital Area Foodbank will:
 - i Use grant funds to provide fresh produce monthly to Greenbelt residents.
 - ii Allow CARES staff access to the Service Insight software program to register recipients and provide monthly data on numbers served, amount of food distributed, and demographic data on participants.
 - iii Provide the City with any further documentation or explanation records as required by County and Federal agencies in connection with this grant.
 - iv Grant funds will be distributed monthly, no more than one month in advance, at a rate of One-Thousand-Dollars (\$1,000).
5. Publication/Promotion: Should the Subrecipient choose to promote or publicize activities or initiatives that are sponsored by the non-profit ARPA funds provided by the City, the City should be recognized in such promotion as a sponsor partner. Any use of the City logo must be approved by the City PIO and in keeping with our logo use policies.
6. Indemnification: The Subrecipient shall save and keep harmless and indemnify the City against any all liability, claims, demands, suits, judgements, and costs of whatever kind and nature arising or alleged to have arisen from including loss or damage occurring in connection with this Agreement or results in whole or part from any act or failure to act, errors or omissions of the Subrecipient, or any employee, agent or representative of the Subrecipient.
7. Termination of MOU:
- a. If the Subrecipient fails to fulfill any or all of its obligations under this MOU properly or on time, or otherwise violates any provision of this MOU, the City of Greenbelt may terminate this MOU by giving the Subrecipient thirty (30) days prior written notice of such default. The City of Greenbelt shall allow 30 days for the Subrecipient to cure said default. If the default is not cured within the 30-day cure period, the City of Greenbelt may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.

- b. If the City of Greenbelt fails to fulfill any or all of its obligations under this MOU properly an on time, or otherwise violates any provision of this MOU, the Subrecipient may terminate this contract by giving the City of Greenbelt 30 days prior written notice of such default. The Subrecipient shall 30 days for the City of Greenbelt to cure said default. If the default is not cured within the 30-day cure period, the Subrecipient may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.
 - c. Either party may terminate this MOU by giving the other party a 60-day prior written notice of its intent to terminate.
8. Liability: Subject to any limitations imposed by law, the parties agree each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and each party shall hold the other liable for those matters arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act and related funding provisions.
9. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in Prince George's County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- If any part of this Agreement is ruled unenforceable or invalid, the remainder of the Agreement shall continue to be valid and deemed enforceable against the parties. In the event of a ruling of invalidity or unenforceability of any part of this Agreement, the parties shall work in good faith to modify the Agreement to effectuate the original intent of the parties.
10. Authority: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.

11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
12. Recitals: The Recitals are expressly incorporated herein by reference.
13. Electronic Execution: The words "execution, signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC 5 7001 et seq.), the Maryland Uniform Electronic Transactions Act (5521-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
14. Certifications:
- a. The Subrecipient and the City of Greenbelt agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Subrecipient and the City of Greenbelt agree to comply with other non-discrimination provisions of federal and Maryland law.
 - b. Dr. Liz Park, Director of CARES, is authorized to administer this MOU on behalf of the City of Greenbelt. This MOU has been duly authorized, executed, and delivered by the City of Greenbelt in such a manner and form as to comply with all applicable laws to make this MOU the valid and legally binding act and agreement of the City of Greenbelt.
15. Drug and Alcohol-Free Workplace: The City of Greenbelt and the Subrecipient warrant they shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this MOU.
16. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

17. SAM.gov Registration. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>). Any entity with a Dunn's number must convert to a SAM's number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register.

18. Miscellaneous:

- a. This MOU shall not be assignable or transferable without the prior written consent of the Subrecipient and the City of Greenbelt.
- b. This MOU may not be changed, altered, or modified except by written agreement executed by the Subrecipient and the City of Greenbelt. Except for any specific provision of this Agreement which is amended in accordance with this paragraph, this Agreement remains in full force and effect after such amendment.
- c. If any term, covenant, or condition of this MOU shall be held to be invalid, illegal, or unenforceable in any respect, this MOU shall be construed without such provision, and shall, nevertheless remain in full force and effect as long as the terms of this agreement remain valid, legal, and enforceable.
- d. This MOU is for the exclusive benefit of the Subrecipient and the City of Greenbelt. No other person or entity shall have the rights under or be deemed a beneficiary of this MOU.
- e. This MOU expires upon December 31, 2026, or the expenditure and payment of all of the City of Greenbelt funds in the manner required under this MOU.
- f. All ARPA funds governed by this MOU shall be expended by November 30, 2026 and all reporting turned in to the City within 15-days of final expenditure.
- g. The effective date of this MOU is the date of the last signature below.
- h. This MOU may be executed in one or more counterpoints, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution by electronic means and confirmation of execution by electronic transmission of a page shall be binding on a party so confirming.

19. Entire Agreement: This MOU and the information provided by the Subrecipient is incorporated herein by reference, represents the complete, total and final understanding of the Subrecipient and the City of Greenbelt, and other understanding

or representations oral or written, regarding the subject matter shall be deemed to exist or bind the parties hereto at the time of the execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature provided below.

Josué Salmerón
City Manager

Authorizing official
Capital Area Food Bank

Date: _____

Date: _____

DRAFT

Memorandum of Understanding St. Hugh's Food Pantry

St. Hugh's Pantry, further referred to as Subrecipient, having a principal business address of 135 Crescent Rd, Greenbelt, MD 20770, and the CITY OF GREENBELT, agree, by and under the terms of this Memorandum of Understanding (the "MOU"), to provide ARPA funding for the purposes of assisting Subrecipient in provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic under the terms and conditions set forth in this MOU.

RECITALS

WHEREAS, the Subrecipient seeks to provided food insecurity assistance to Greenbelt residents affected by the COVID-19 pandemic; and

WHEREAS, the City of Greenbelt has allocated Two-Hundred-and-Four-Thousand Dollars (\$204,000) of ARPA funds to be used for the support of entities that provide food insecurity services and support to Greenbelt residents; and

WHEREAS, the Subrecipient will verify that the ARPA funding will be expended within the City of Greenbelt for the benefit, primarily, of Greenbelt residents; and

WHEREAS, the City of Greenbelt and Subrecipient desire to work collaboratively by leveraging ARPA funding to assist the residents and communities in the City of Greenbelt; and

WHEREAS, The City of Greenbelt has a department, Greenbelt CARES which provides mental health, case management and information and referral services to the citizens of Greenbelt. Restoration Center Food Pantry provides nonperishable foods to needy residents.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Subrecipient and the City of Greenbelt agree as follows:

1. **Term of Agreement:** The term of this Agreement shall be subject to the continued availability of sufficient Program funds, projected to conclude no later than November 30, 2026.
2. **Commitment, of Funds:** The City of Greenbelt hereby commits a total of Seventy-Six-Thousand-Dollars (\$76,000) to fund this effort.
3. **Availability of Funds:** This Agreement shall be deemed executory only to the extent that appropriations are available for the services provided under this Agreement. If the City is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The City will pay for all services provided under this Agreement up to the

date of termination. The Subrecipient shall not be entitled to any damages or costs associated with such termination.

4. Requirements:

- a. This MOU will meet the requirements of the ARPA grant the City received from the Federal Government.
- b. Through this grant, Subrecipient will provide non-perishable food items to Greenbelt residents who have been impacted by economic hardships related to COVID 19.
- c. Coordination between parties will be conducted between the Greenbelt CARES Director and the designated St. Hugh's Food Pantry representative(s). The Subrecipient will be responsible for meeting obligations under the grant specifically including, but not limited to, timely filing of all financial and programmatic reports as required for grant purposes.
- d. In providing direct assistance to Greenbelt residents, St. Hugh's Food Pantry will
 - i Use grant funds to purchase grocery store gift cards (ie Giant, Safeway, Greenbelt Co-op) and/or purchase nonperishable food for residents.
 - ii Maintain records of gift cards and food purchased with grant funds and
 - iii Provide quarterly reports of number of persons served, amount of food distributed and copies of food purchase receipts.
 - iv Provide the City with any further documentation or explanation records as required by County and Federal agencies in connection with this grant.
- e. Grant funds will be distributed monthly, no more than one month in advance, at a rate of Three-Thousand-One-Hundred-Sixty-Five-Dollars (\$3,165).

5. Publication/Promotion: Should the Subrecipient choose to promote or publicize activities or initiatives that are sponsored by the non-profit ARPA funds provided by the City, the City should be recognized in such promotion as a sponsor partner. Any use of the City logo must be approved by the City PIO and in keeping with our logo use policies.

6. Indemnification: The Subrecipient shall save and keep harmless and indemnify the City against any all liability, claims, demands, suits, judgements, and costs of whatever kind and nature arising or alleged to have arisen from including loss or damage occurring in connection with this Agreement or results in whole or part from any act or failure to act, errors or omissions of the Subrecipient, or any employee, agent or representative of the Subrecipient.

7. Termination of MOU:

- a. If the Subrecipient fails to fulfill any or all of its obligations under this MOU properly or on time, or otherwise violates any provision of this MOU, the City of Greenbelt may terminate this MOU by giving the Subrecipient thirty (30) days prior written notice of such default. The City of Greenbelt shall allow 30 days for the Subrecipient to cure said default. If the default is not cured within the 30-day cure period, the

City of Greenbelt may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.

- b. If the City of Greenbelt fails to fulfill any or all of its obligations under this MOU properly an on time, or otherwise violates any provision of this MOU, the Subrecipient may terminate this contract by giving the City of Greenbelt 30 days prior written notice of such default. The Subrecipient shall 30 days for the City of Greenbelt to cure said default. If the default is not cured within the 30-day cure period, the Subrecipient may terminate this MOU without further notice. The 30-day notice shall specify the acts or omissions relied upon for termination.
 - c. Either party may terminate this MOU by giving the other party a 60-day prior written notice of its intent to terminate.
8. Liability: Subject to any limitations imposed by law, the parties agree each party shall be responsible for its own actions and omissions, pursuant to the performance of this MOU, and each party shall hold the other liable for those matters arising from the other party's actions or omissions. Furthermore, the liability of the parties shall be governed by the terms and provisions of the applicable Tort Claims Act and related funding provisions.
9. Governing Law. This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action, or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in Prince George's County, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- If any part of this Agreement is ruled unenforceable or invalid, the remainder of the Agreement shall continue to be valid and deemed enforceable against the parties. In the event of a ruling of invalidity or unenforceability of any part of this Agreement, the parties shall work in good faith to modify the Agreement to effectuate the original intent of the parties.
10. Authority: Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.

11. Binding Effect: This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
12. Recitals: The Recitals are expressly incorporated herein by reference.
13. Electronic Execution: The words "execution, signed," "signature," and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC 5 7001 et seq.), the Maryland Uniform Electronic Transactions Act (5521-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
14. Certifications:
- a. The Subrecipient and the City of Greenbelt agree to not discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, familial status, marital status, national origin, ancestry, or physical or mental disability or any other characteristic forbidden as a basis for discrimination by applicable laws. The Subrecipient and the City of Greenbelt agree to comply with other non-discrimination provisions of federal and Maryland law.
 - b. Dr. Liz Park, Director of CARES, is authorized to administer this MOU on behalf of the City of Greenbelt. This MOU has been duly authorized, executed, and delivered by the City of Greenbelt in such a manner and form as to comply with all applicable laws to make this MOU the valid and legally binding act and agreement of the City of Greenbelt.
15. Drug and Alcohol-Free Workplace: The City of Greenbelt and the Subrecipient warrant they shall comply with the State's policy concerning drug and alcohol-free workplaces as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this MOU.
16. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

17. SAM.gov Registration. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>). Any entity with a Dunn's number must convert to a SAM's number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register.

18. Miscellaneous:

- a. This MOU shall not be assignable or transferable without the prior written consent of the Subrecipient and the City of Greenbelt.
- b. This MOU may not be changed, altered, or modified except by written agreement executed by the Subrecipient and the City of Greenbelt. Except for any specific provision of this Agreement which is amended in accordance with this paragraph, this Agreement remains in full force and effect after such amendment.
- c. If any term, covenant, or condition of this MOU shall be held to be invalid, illegal, or unenforceable in any respect, this MOU shall be construed without such provision, and shall, nevertheless remain in full force and effect as long as the terms of this agreement remain valid, legal, and enforceable.
- d. This MOU is for the exclusive benefit of the Subrecipient and the City of Greenbelt. No other person or entity shall have the rights under or be deemed a beneficiary of this MOU.
- e. This MOU expires upon December 31, 2026, or the expenditure and payment of all of the City of Greenbelt funds in the manner required under this MOU.
- f. All ARPA funds governed by this MOU shall be expended by November 30, 2026 and all reporting turned in to the City within 15-days of final expenditure.
- g. The effective date of this MOU is the date of the last signature below.
- h. This MOU may be executed in one or more counterpoints, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Execution by electronic means and confirmation of execution by electronic transmission of a page shall be binding on a party so confirming.

19. Entire Agreement: This MOU and the information provided by the Subrecipient is incorporated herein by reference, represents the complete, total and final understanding of the Subrecipient and the City of Greenbelt, and other understanding

or representations oral or written, regarding the subject matter shall be deemed to exist or bind the parties hereto at the time of the execution.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature provided below.

Josue Salmerón
City Manager

Authorizing official
St. Hugh of Grenoble, Greenbelt

Date: _____

Date: _____

DRAFT

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Reparations Research/Genealogy Contract

Suggested Action:

Reference: Reparations Appendix 1, Scope of the Research Project

Reparations Commission Research Contract

The Greenbelt Reparations Commission seeks assistance from historians and genealogical consultants to complete and analyze historical research to document harms done to African Americans and Indigenous Peoples in Greenbelt, Maryland, before, during, and after the planned community was built in 1937. The consultant will work closely with the Historical Research Subcommittee of the Commission. The research and genealogy work will cost \$75,000 and is being funded with an ARPA allocation.

Approval of this item on the consent agenda will indicate the Council's intent to approve the funding.

Attachments:

[Reparations Appendix 1 Scope of the Research Project 12-4-24 \(002\).pdf](#)

[Reparation Commission Research Contract 12-4-24 v1.pdf](#)

Greenbelt Reparations Commission

Historical Research Statement of Work

Timeframe: Contract in December 2024 and complete work by August 31, 2025. Intermediate deliverables are discussed below.

Contract award: \$75,000 total for historical and genealogical research efforts:

- African American and / or Indigenous historical research and analysis: \$50,000
- Genealogical research and analysis: \$25,000.

Contracting with one research group is preferred, though individual contracts are workable. Note, however, the requirement for a federal SAM number noted below.

Overview: The Greenbelt Reparations Commission seeks assistance from historians and genealogical consultants to complete and analyze historical research to document harms done to African Americans and Indigenous Peoples in Greenbelt, Maryland, before, during, and after the planned community was built in 1937. The consultant will work closely with the Historical Research Subcommittee of the Commission, which has already done extensive research and has compiled a 550-page working report (attached). The Subcommittee and Commission have worked with some local historians in preparing the report and have a list of others to interview.

The Commission, with the support of students from the University of Maryland, has done some quantitative research into education, housing, poverty, and income disparities by race and ethnicity as measures of the historical and current impact of racism on African Americans and Indigenous People in Greenbelt. The Subcommittee has also conducted some qualitative research by interviewing African American residents of Greenbelt and some members of the Piscataway Nation to understand their experience of life.

About the Greenbelt Reparations Commission:

The Greenbelt Reparations Commission, consisting of 21 residents of Greenbelt, started work in February 2023 to:

“review, discuss and make recommendations related to local reparations for African American and Native American residents of Greenbelt. [The Commission] will research and describe actions that have led to inequities over time among Greenbelt’s African American and Native American population and to suggest ways for the City to rectify these inequities.”

The Commission uses a working definition of reparations as:

Reparations is a process of repairing and healing from the harms that have been inflicted on African Americans and Indigenous People by government laws, policies, and

practices of sectors that benefited from the injustices such as banks, corporations, insurers, educational institutions, health systems, and religious groups.

We are focused on researching the following areas of harm experienced by African Americans and Indigenous Peoples. We want to understand the historical context for the harms and measures of impact through disparities research and personal interviews.

- Housing, Residency, & Land
- Education
- Employment & Wealth Disparities
- Health: Physical, Mental, & Spiritual
- Family
- Political & Governance
- Community & Recreation
- Safety & Policing
- Criminal Justice
- Transportation

Goals/Outcomes:

African American and Indigenous Peoples Researchers: Scope of Work

1) Review the Commission's current research:

- a) Review the current draft historical notes for accuracy and completeness with special consideration for the experience of African Americans and Indigenous People who lived in Greenbelt before, during, and after the creation of the city in 1937.
- b) Review the interview recordings or notes to date and as they are available.
- c) Review quantitative disparities data.
- d) Identify and prioritize gaps for completing the Commission's research, with special consideration of the areas of harm listed above.

2) Complete further priority research to the extent possible with available funding, including historical, quantitative, and qualitative research.

3) Help the Commission analyze the research within a reparations framework.

4) Help design an ongoing collaborative process that best enables the Commission to meet its goals and deadlines.

Genealogical Researcher: Scope of Work

The Commission is especially interested in genealogical research to add a personal element to our current research, which may be more academic. However, we lack a basic understanding of

how to discover and lift up personal stories in an appropriate way. Goals and outcomes would include:

- 1) Designing an approach to genealogical research to support the goals of the Commission.
- 2) Reviewing our research
- 3) Advice about how lineage could factor into approaches to reparations.
- 4) Conducting specific genealogical research regarding individuals and families, such as certain once-enslaved individuals, including but not limited to those we have already identified as important to the historical narrative of Greenbelt, or regarding workers who were hired to build the city but were not allowed to live here.

Work Plan:

In our vision, the consultants would collaborate with each other and with members of the Historical Research Subcommittee to offer ongoing analysis and recommendations and would periodically submit iterative additions to sections of the draft report for approval by the Commission and incorporation. The consultants may attend weekly meetings of the Subcommittee as appropriate and would report recommendations monthly to the Commission at their monthly meeting.

The consultants will assist in developing a work plan that meets the goals and outcomes indicated above and helps the Commission meet its report submission schedule.

Requirements:

The consultant must have a federal SAM (System for Award Management) number, also known as a Unique Entity ID (UEI) to award the contract. Application is via <https://sam.gov/>. New registrations can take 7-10 business days or longer to process. This requirement is critical as the American Rescue Plan Act (ARPA) funds for this contract must be obligated by the end of the year and can only be disbursed to vendors with a SAM number.

CONTRACT

THIS AGREEMENT is entered into this ____ day of December 2024, by the **City of Greenbelt**, a municipal corporation of the State of Maryland, (“City”) and **the African American Redress Network**, a _____ of _____ (“Contractor”) with offices at _____.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Services Provided: The Contractor shall provide the following services for the City: African American and / or Indigenous historical research and analysis and Genealogical research and analysis, described in Appendix A: “Scope of Project” (“the Services”).

Contractor agrees to adhere to a 9-month schedule and budget as presented in their proposal (attached) and to perform the work as identified in the attachment. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the project within the City’s established budget and schedule. It is understood by the parties hereto that time is of the essence in the completion of this contract.

Contractor hereby agrees to furnish any and all equipment needed to perform the Services (“Contractor’s Equipment”).

2. Fees: The City hereby agrees to pay the Contractor as full consideration for the Contractor’s satisfactory performance of its obligations under this Agreement a sum not to exceed **Seventy-five-thousand-dollars (\$75,000)** payable in the following manner: upon submission of a monthly invoice based upon the percentage of the Services complete, as approved by the Project Manager and City Manager. Partial billings may be approved at the sole discretion of the City. Invoices shall be submitted monthly based on work performed in that month.

3. Binding Effect of Agreement: This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

4. Other Payments, Taxes, Expenses: Except as may be specifically agreed upon by the parties in writing, the Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of his obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees. Any reimbursable fees or costs related to printing, delivery or rendering must be approved by the City in advance.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever.

In the event that the Contractor is deemed not to be an independent contractor by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, attorneys' fees, incurred thereby.

5. Insurance: Contractor covenants to maintain all applicable insurance in such amounts and form as presented below. Contractor further agrees to provide evidence of such insurance upon signing this Agreement. The Certificates of Insurance shall be on an occurrence basis and shall either (a) 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 the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Contractor's policy or policies of insurance, and provide copies of the relevant policies to the City with the Certificates. **All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.**

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY THE CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH THE CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. **Workers' Compensation Insurance:** Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval.

B. **Comprehensive General Liability Insurance:** Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract 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:
2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse, and underground damage (X, C, U).
3. **Automobile Liability Insurance.** Motor vehicle insurance meets the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:
 - (a) Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each accident;
 - (b) Property damage liability with a limit of \$100,000 for each accident.
4. **Professional liability insurance** (errors and omission insurance) shall be required in the amount of one million dollars (\$1,000,000.00).
6. **Doing Business in Maryland:** Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.
7. **Compliance with Laws:** Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection

with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

8. Indemnification: Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this contract or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the City in defending any such claim.

9. Not Assignable: The Contractor shall not assign or transfer any interest or claim under this Agreement beyond those subcontractors identified in the Contractor's proposal except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior approval of the City.

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

11. City's Right to Terminate: The services herein contracted for may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. Upon such termination, the City shall be liable to the

Contractor only for payment for services actually provided prior to the effective date of the termination.

12. Entire Understanding: This Agreement, along with Contractor’s formal proposal and any exhibits thereto submitted to the City, contain the entire understanding between the parties, and supersedes all prior or contemporaneous proposals, agreements, representations, and understandings, whether written or oral, with respect to the subject matter. Any additions or modifications hereto may only be made in writing that explicitly refers to the amendment of this Agreement, executed by both parties.

13. Livable Wage. All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law and sign the City’s Living Wage Certification. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.

14. SAM.gov Registration. The U.S. Treasury requires all contractors administering a program or providing goods and/or services to the City of Greenbelt (who will be paid using the American Rescue Plan Act (ARPA) funds), will need to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>). Any entity with a Dunn’s number must convert to a SAM’s number effective April 2022. If you do not currently have a SAM.gov number, one can be issued by going to SAM.gov. to register.

15. Applicable Law: This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George’s County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

16. Conflict of Interest: The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

17. 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 Contractor for the provision of the Services.

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

19. Record Retention, Audits and Inspections: The Contractor shall:

- A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.
- B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

20. Miscellaneous.

- (a) No waiver by a party of any breach shall be effective unless in writing, and no waiver shall be construed as a waiver of any succeeding breach, whether or not of the same or a different term or condition;
- (b) This Agreement shall be construed as to its fair meaning and not strictly for or against either party.
- (c) The headings hereof are descriptive only and not to be construed in interpreting the provisions hereof.
- (d) Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party and shall obtain any permits or licenses necessary for its operations. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

African American Redress Network

Signature of Person Authorized to Sign

Company Address

Printed Name and Title of Signatory

Contact Number

Witnessed by

Federal I.D. No.

City of Greenbelt, Maryland

Greenbelt - City Manager

City Address

Printed Name

Contact Number

Witnessed by

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

The SPACE Workforce Development Grant

Suggested Action:

Reference:

Statement of Work

Memorandum of Understanding

The City of Greenbelt and The SPACE: Free Art For All seek to continue operations for a Workforce Development Center (WDC) and an Entrepreneur Incubator Lab (ELab) in Greenbelt West to support employment, career development, and new small business formation, with a focus on young adults.

The WDC and ELab were created in August 2024 at Beltway Plaza Mall through a three-way partnership among the City of Greenbelt, Senator Alonzo Washington's Employ Prince George's (American Jobs Centers), and The SPACE: Free Art for All.

The continued operation and expansion of both programs through 2026 will require \$50,000 in funding, which will be allocated from the ARPA funds.

Approval of this item on the consent agenda will indicate the Council's intent to approve the funding.

Attachments:

[The SPACE Workforce Development Center Work Program 12-5-24 v1.pdf](#)

The SPACE Workforce Development Statement of Work 2025-2026

Project Overview

The City of Greenbelt and The SPACE: Free Art For All seek to continue operations for a Workforce Development Center (WDC) and an Entrepreneur Incubator Lab (ELab) in Greenbelt West to support employment, career development, and new small business formation, with a focus on young adults.

The WDC and ELab were created in August 2024 at Beltway Plaza Mall through a three-way partnership among the City of Greenbelt, Senator Alonzo Washington's Employ Prince George's (American Jobs Centers), and The SPACE: Free Art for All.

This ARPA grant supports the continued operation and expansion of both programs through 2026.

Location

The WDC is located in the back office of the Third SPACE Lounge, Beltway Plaza Mall, 6000 Greenbelt Road, Suite D-3, across from AMC Theaters.

The ELab is located in The SPACE storefront across from the Third SPACE Lounge.

Hours of operation: 11-7 Monday through Saturday

Statement of Need

The SPACE location in West Greenbelt at Beltway Plaza Mall is adjacent to two "qualified" Census tracts ([8067.14](#) and [8067.13](#)), meaning at least 50% of households have an income less than 60% of the Area Median Gross Income (AMGI). Residents in this area, encompassing the 2,800-unit Franklin Park Apartments and other housing complexes, have the lowest income in Greenbelt, are mostly Black and Latinx, and are underserved by city and county programs.

[Greenbelt's current unemployment rate](#) for those over 16 is 8.3%, and for those 20 – 64 years, it is 6.5%, surpassing Maryland's rates of 4.0% and 3.7%, respectively.

According to a 2023 [Urban Institute Brief on Small Business Ownership and Finance](#), small business ownership is a crucial driver of financial and social capital, but Black and Hispanic entrepreneurs are underrepresented. While small businesses comprise 89% of U.S. businesses, Black- and Hispanic-owned businesses represent only 2% and 6%, respectively. This disparity

limits wealth generation and economic opportunities for these communities. Small businesses also play a vital role in local economies, with money earned by independent retailers being more likely to stay within the community compared to national chains.

The Workforce Development Center and Entrepreneur Lab address these issues by providing young people in Greenbelt West and other parts of Greenbelt with the tools and resources to find employment and advance their careers or start their own businesses to build wealth and contribute to their local economy.

The next closest AJC locations to Greenbelt are:

- American Job Center Largo
1801 McCormick Drive, Suite 120, Largo, MD 20774
- Building Trades Career Center
4700 Boston Way, Lanham, MD 20706

Workforce Development Center

The Center will offer guidance, resources, and networking for finding immediate employment and support and encouragement for developing lifelong personal career paths. The Center is currently an Employ Prince George's local Job Center.

Setup

The Center is fully equipped to allow job seekers to write resumes, apply online for work, and complete online training. The Business Development Center has:

- Three workstations with computers.
- Color printer
- Adjacent meeting area with couch, chairs, and small tables
- Multi-purpose worktable for project demos and mailings
- Mailing and postage supplies
- Office Supplies

Outcomes:

- Goals: 50+ clients find full or part-time employment through the Center;
5-10 visitors per day
- Developing partnerships with local businesses as prospective employers and local educational institutions for training
- Hosting programs that allow employers to connect to prospective employees
- Holding classes for skills building and workforce development.

- Sustainable ongoing operation

Center Workflow:

- Self-paced registration with Employ Prince George's and Metrix e-Training
- User case management tracking software
- Track outcomes
- Offer referrals: community colleges, trade apprentice programs like the International Brotherhood of Electrical Workers (IBEW), WMATA free CDL program, others
- Offer free computer, printing, scanning, and office use for local residents if time permits. The only other community computer use location is at the Greenbelt Public Library.

Entrepreneur Incubator Lab

The Lab provides an inspirational and collaborative space for exploring entrepreneurial skills and ideas. It provides resources and coaching for creating and managing new businesses, especially those with low capital entry requirements.

The Entrepreneur Lab (ELab) showcases equipment and training for young entrepreneurs to learn marketable skills, including 3D printing, laser engraving, video production, AI arts creation, and custom clothing creation with custom-designed vinyl transfers.

The Lab is equipped with:

- [Prusa](#) MK4S 3D printer. If funding allows, the lab would like to acquire a multi-head [Prusa XL 3-D printer](#), which can accommodate up to 5 print heads.
- [xTool F1 laser engraver](#)
- [Cricut vinyl cutter](#) and heat presses for clothing transfers
- Four heat press machines.
- Latest iPhones and iPads for video production and photography.

Outcomes:

- **Goals:** 30-40 clients learn how to make full-time or additional income through the ELab; 5-10 visitors per day
- Create a successful business ideas incubator space for exploration, networking, collaboration
- Provide immediate opportunities for making income with available Lab equipment
- Hold classes to demo marketable services and merchandise
- Mentoring and training in essential business management
- Meet with local entrepreneurs to share stories of how to create new businesses
- Host entrepreneurial workshops

Artrepreneur Program

The SPACE has applied for a grant from the Greenbelt Community Foundation for a pay-to-learn “Artrepreneur” program offering \$100 weekly for four weeks for students completing training on the ELab equipment and courses in business fundamentals. Depending on the success of this pilot program, this workforce development grant and other funding may support additional cohorts of students.

Aperture Crew

The Aperture Crew is where creativity meets community storytelling. This dynamic program trains students and community interns in photography, videography, and storytelling techniques to capture the heartbeat of Greenbelt and beyond. From documenting the journeys of local residents and businesses to highlighting changemakers and everyday heroes, the Aperture Crew focuses on bringing stories to life through a lens of authenticity and artistry.

By blending technical skills with a passion for connection, the Aperture Crew doesn’t just tell stories—they inspire others to see the world through a new perspective. Whether it’s a heartfelt interview, a stunning photo, or a captivating video, the Aperture Crew is here to amplify voices and showcase the beauty of our community.

Partners and Responsibilities

City of Greenbelt

The City of Greenbelt has a major interest in assisting unemployed residents find jobs that offer adequate financial support for themselves and their families and help them start career paths that meet their life goals. The City also seeks to support those already employed with skills and training to help them advance in their careers.

The City is also committed to support the creation of new businesses.

The City is providing funding and promotional support for the WDC and ELab.

U.S. Department of Labor American Jobs Centers (AJC)

AJC, through Maryland State Senator Alonzo Washington’s [Employ Prince George’s \(EPG\)](#), provides access to a successful program for providing employment training and guidance and workforce skills training.

The SPACE

The SPACE provides the location and staffing for daily hosting of both programs. Additionally, The SPACE will provide:

- Access to the Upper SPACE location (former Big Lots store) at Beltway Plaza Mall for workshops, classes, and events
- Access to dozens of partners to support the success of the Center
- Graphics design support
- Volunteer staffing and support as needed
- Promotional support
- Online marketplace for sales

The SPACE is a proven partner in providing arts engagement and self-empowerment programs for underserved residents in Greenbelt West. A foundational goal has been to support career development and entrepreneurship.

As a young Black-led entrepreneurial nonprofit, The SPACE has a special interest in helping low-income People of Color discover their creativity, talent, and skills in career development and by creating their own income streams that can turn into full businesses.

Budget

	2025	2026	Total
Income			
City of Greenbelt ARPA Grant	\$25,000	25,000	50,000
Expenses			
Staffing & management	\$12,500	12,500	25,000
Rent	10,000	10,000	20,000
WDC supplies	500	500	1,000
Elab supplies	2,000	2,000	4,000
Total			\$50,000

**AGREEMENT FOR A GREENBELT WORKFORCE CENTER
AND ENTREPRENEUR INCUBATOR LAB
BETWEEN
CITY OF GREENBELT, MARYLAND
AND
THE SPACE FOR ALL**

THIS GRANT AGREEMENT FOR SERVICES (“Agreement”) is entered into by and between CITY OF GREENBELT, MARYLAND (“City”), and the SPACE (“Subrecipient”) having a principal business address of 6000 Greenbelt Rd Ste 13, Greenbelt, MD 20770.

RECITALS

WHEREAS, the City of Greenbelt has received funding from the federal American Rescue Plan Act (ARPA “Grant”) to support their response to and recovery from the COVID-19 public health emergency; and the program ensures that governments have the resources needed to fight the pandemic and support families and businesses struggling with its public health and economic impacts; and

WHEREAS, the City of Greenbelt has received funding from Prince George’s County to support a three-way partnership among the City of Greenbelt; Employ Prince George’s (American Jobs Centers); and The SPACE: Free Art for All, to establish a bilingual center for workforce development and entrepreneurship in Greenbelt to support employment, career development, and new small business formation, with a focus on young adults.; and

WHEREAS, the City has a need to support workforce development and entrepreneurship throughout the city, and in Greenbelt West; and

WHEREAS, the City of Greenbelt will support this initiative through assisting in the acquisition of necessary technology/equipment to be housed in The SPACE’s facilities, and

WHEREAS, the City of Greenbelt has allocated Fifty Thousand Dollars (\$50,000) to fund the Greenbelt Workforce Center at The SPACE; and

WHEREAS, The SPACE has provided a scope of services, a project team, and adequate space to fulfill the needs of this program; and

WHEREAS, The SPACE will need to have an active registration with the System for Award Management (“SAM”) (<https://www.sam.gov>) anytime federal funds will be used to make payment. The City of Greenbelt is required to submit this information to the respective federal agency as part of the Federal mandatory reporting process.

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

- 1) **Scope of Services:** The Subrecipient shall perform the services as detailed in Attachment A: Scope of Services attached hereto and incorporated by reference.
- 2) **Term of Agreement:** The term of this Agreement shall be subject to the continued availability of sufficient Program funds as discussed below in Section 3. All program funding must be expended by November 30, 2026. Documentation for all funds expended must be submitted at that time.
- 3) **Compensation:** The Compensation payable to the Subrecipient under this Agreement shall be on a cost-reimbursable basis for the services set forth in the Payment Schedule, which is herein incorporated by reference as Attachment A. Funding for the Program is limited. Therefore, the Subrecipient's submission of an invoice shall not guarantee payment for the reimbursable services discussed in the Payment Schedule if the Program funds are exhausted or are otherwise no longer available for the City's use. The City reserves the right to withhold any payment if the Subrecipient is found to be non-compliant with this Agreement and / or fails to correct any deficiencies within thirty (30) days.
- 4) **Indemnification:** The Subrecipient shall save and keep harmless and indemnify the City against any and all liability claims, demands, suits, judgments, and the cost of whatsoever kind and nature arising or alleged to have arisen from injury, including personal injury to or death of person or persons, and for loss or damage occurring in connection with this Agreement or that results in whole or part from any act or failure to act, errors or omissions of the Subrecipient, or any employee, agent or representative of the Subrecipient.
- 5) **Insurance Requirement:** The Subrecipient will be required to obtain and keep in force during the term of this Agreement commercial general liability insurance, to include off premise's activities when applicable, covering bodily injury, death, and property damage in the minimum amounts of one million dollars (\$1,000,000) per person, and three million dollars (\$3,000,000) per occurrence. The City of Greenbelt, Maryland shall be designated as an Additional Insured on the Certificate of Insurance.

The Subrecipient shall carry employer's medical professional liability coverage of at least one million dollars (\$1,000,000.00) per person and three million dollars (\$3,000,000.00) per occurrence. During the performance of services called for in this Agreement, the Subrecipient shall maintain physical and sexual abuse liability insurance in the amount of \$100,000.00 per individual/\$300,000.00 per occurrence.

In instances where the Subrecipient owned vehicles are utilized in transporting either clients served, employees and/or consultants funded by this project; the Subrecipient shall carry comprehensive automobile liability insurance covering all automobiles used in connection with the grant. The policy shall provide for bodily injury, death, and property damage liability in the minimum amounts of One Million dollars (\$1,000,000.00) combined single limit. The City of Greenbelt, Maryland shall be designated as Certificate Holder and as an Additional Insured on the Certificate of Insurance and coverage applies only if patients are being transported.

If applicable, the Subrecipient shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, in limits not less than the statutory limits set forth in the State of Maryland and shall comply at all times with the provisions of the workers' compensation laws of the State of Maryland or other eligible jurisdiction.

All insurance provided by the Subrecipient as required by this section shall set forth City of Greenbelt, Maryland as Certificate Holder and as an Additional Insured. All insurance shall be written with responsible companies licensed by the State of Maryland. The policies of insurance shall provide for at least thirty (30) days' written notice to the City of Greenbelt prior to their termination or material alteration.

The COI should be issued as follows:
City of Greenbelt, Maryland
City Manager's Office
25 Crescent Road
Greenbelt, MD 20770

- 6) **Availability of Funds:** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of this good and/or service. If the City is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The City will pay for all goods and services provided under this Agreement up to the date of termination. However, the Subrecipient shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination.
- 7) **Termination For Convenience:** The performance of work under this Agreement may be terminated by the City upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, in accordance with this clause in whole, or from time-to-time in part, whenever the City's Purchasing Agent shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with this Agreement, which the Subrecipient has incurred up to the date of termination. However, Subrecipient shall not be reimbursed for any anticipatory profits up to the date of termination and shall not be entitled to any damages or costs associated with such termination. The Subrecipient shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination.
- 8) **Termination For Default:** If either party fails to fulfill its obligations under the Agreement properly and on time or otherwise violates any provision of this Agreement, the other party may terminate the Agreement by written notice to that party. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by the Subrecipient shall, at the City's option, become the City's property. The City shall pay the Subrecipient fair and equitable compensation for satisfactory performance prior to receipt of notice of termination provided that Program funds have not been exhausted and less the

amount of damages caused by the Subrecipient 's breach. If the damages are more than the compensation payable to the Subrecipient, the Subrecipient shall remain liable after termination and the City may affirmatively collect damages or deduct from monies due Subrecipient on this or other City agreements. Damages may include excess re-procurement costs.

- 9) **Audit, Procurement, Suspension and Debarment:** Non-federal entities that expend \$750,000 (\$500,000 prior to July 1, 2015) or more in a year are required to have an audit of federal awards - Single Audit. If applicable, the Subrecipient must also submit an audit in accordance with OMB Circular 2 C.F.R., Chapter II, Part 200. Refer to the OMB website at http://www.whitehouse.gov/omb/grants_docs/ Federal regulations stipulate that vendors receiving individual awards for \$100,000 or more and all subrecipients certify that they are not suspended or debarred. This regulation prohibits sub-awards and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. All vendors and subrecipients must complete a "Certification of Assurance of Compliance Regarding Suspension and Debarment." Failure to comply will result in revocation of funding.
- 10) **HIPAA:** All Subrecipients are required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191, which was enacted on August 21, 1996. Sections 261 through 264 of HIPAA require the Secretary of Health and Human Services to publicize standards for the electronic exchange, privacy, and security of health information. Collectively, these are known as the Administrative Simplification provisions. Failure to comply will result in revocation of funding.
- 11) **Livable Wage:** All contractors are encouraged to pay a living wage. Any vendor that has a contract(s) valued at \$50,000 or more with the City shall also be required to pay a Living Wage in accordance with State law. The contractor is responsible to check with the State Division of Labor and Industry, or other appropriate agency, to determine the appropriate wage rate. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier Area.
- 12) **Notices:** Notices required or permitted under this Agreement shall be delivered in person, sent by certified mail (return receipt requested), delivered by next day service, or transmitted by facsimile and confirmed by telephone Monday through Friday during normal business hours, 9:00 a.m. to 5:00 p.m., EST/EDT, excluding holidays observed by the party receiving the notice, as follows:

City of Greenbelt, Maryland
City Manager's Office
25 Crescent Road
Greenbelt, MD 20770

Subrecipient:
The SPACE Free Art for All
6000 Greenbelt Rd Ste 13

- 13) **Release of Information:** The Subrecipient acknowledges that information it obtains from the City in connection with any service it provides under the terms of this Agreement may be confidential. The Subrecipient agrees that it will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, the Subrecipient may not release any information related to the services or performance of services under this Agreement, nor publish any reports or documents relating to the City, the account, or performance of services under this Agreement, without prior written consent of the City; except, however, the Subrecipient may disclose information (i) that the City has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which it is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.
- 14) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 15) **Non-Assignability:** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the City.
- 16) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 17) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 18) **Compliance with Law:** The Subrecipient shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 19) **Findings Confidential:** Unless otherwise required by law, all of the reports, documents, information, data, materials, etc., provided to, received by, prepared by or assembled by the Subrecipient under this Agreement are owned by the City, confidential, and the same shall not be made available to any individual or organization without the prior written approval of the City.
- 20) **Governing Law/Venue/Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's

County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.

- 21) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 22) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 23) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 24) **Electronic Execution:** The words “execution,” “signed,” “signature,” and words of similar import in this Agreement shall be deemed to include electronic or digital signatures or the keeping of records in electronic form, each of which shall be of the same effect, validity and enforceability as manually executed signatures or a paper-based record keeping system, as the case may be, to the extent and as provided for under applicable law, including the Electronic Signatures in Global and National Commerce Act of 2000 (15 USC § 7001 et seq.), the Maryland Uniform Electronic Transactions Act (§§21-106, 21-111 and 21-117, Commercial Law Article, Annotated Code of Maryland,) or any other similar state laws based on the Uniform Electronic Transactions Act.
- 25) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 26) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date of the last signature provided below.

CITY OF GREENBELT, MARYLAND:

<i>Signature</i>	<i>Date</i>
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Josué Salmerón
City Manager

THE SPACE, FREE ART FOR ALL.:

<i>Signature</i>	<i>Date</i>
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Shaymar Higgs
Executive Director

Attachment A: Scope of Services and Budget

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Tim George

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Non-Profit Grant Approval for Favor's Table

Suggested Action:

Reference: Memorandum, Timothy George, 12/9/2024

A review panel consisting of the City Manager, Assistant City Manager, CARES Director, and DEI Officer has evaluated and approved the following ARPA grant award. The funding for this award falls within the previously approved allocations from the City Council. Staff recommends granting \$10,000 to the Favors Table non-profit organization.

Approval of this item on the consent agenda will indicate the Council's approval of the grant award.

Attachments:

[ARPA Grant Funding Memo Dec 9 Council Meeting.pdf](#)

CITY OF GREENBELT, MARYLAND

OFFICE OF THE CITY MANAGER

25 CRESCENT ROAD, GREENBELT, MD. 20770



MEMORANDUM

To: City Council
From: Tim George via Josué Salmerón
Date: December 9, 2024
RE: ARPA – Non-profit Grant Recipient Awards

A staff review panel consisting of the City Manager, Assistant City Manager, CARES Director, and DEI Officer has reviewed and approved the following ARPA grant award. The funding for this award is within the previously approved allocations from City Council.

Favors Table:

Purpose: Favor's Table Incorporated distributes food, clothes, shoes, diapers, hygiene kits, and household items to the less privileged in the community on a biweekly basis. Favor's Table also holds an annual backpack giveaway, an annual new kids winter coat giveaway, and annual Christmas toy/gift giveaway.

Brief program/project description: Favor's Table was established in January 2020, its mission is to eliminate hunger and improve the quality of life of less privileged. We currently do biweekly food and clothing distribution. We also hold annual backpack distribution, annual new kids winter coats distribution and annual Christmas toys/gift distribution. The grant will be instrumental in meeting operational costs such as the purchase of tables, chairs, and other related items that are currently being borrowed. Purchase of food supplies, clothing, diapers and shoes for distribution, Further, certain operational expenses such as rent/utility, gasoline, vehicle insurance and maintenance, and cell phones will be covered upon approval of the grant.

Estimate of Greenbelt Residents Being Served: Flyers are distributed to residents, the giveaway events are published in Greenbelt News Review and announcements are made on social media sites targeting Greenbelt residents. Free food and clothing are distributed to residents and we also share other community resources with residents.

Review Team Recommendation: Staff recommends funding the Favors Table non-profit application of \$10,000.

City Council Agenda Item Report

Meeting Date: December 9, 2024

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS - 110 minutes (8:25 - 10:15 p.m.)

Subject:

Authorizing City Manager to execute contract for One Year Extension to 12/31/2025 to Verra Mobility Red Light Agreement

Suggested Action:

Reference: Verra Mobility Red Light Agreement

In 2002, the Greenbelt Police Department partnered with the Howard County Police Department to implement a red-light camera enforcement program. The program is still managed by the Howard County Police Department and has successfully reduced costs for the city.

In 2023, Howard County concluded a Request for Proposal (RFP) process and selected Verra Mobility to take over the program. The new contract introduced a per-site fee pricing model, resulting in significant cost savings for the city. A comparison of the new pricing model with the previous contract shows that the city will save approximately \$70,000 in the first year of the contract, based on the number of

citations issued in 2023.

Approval of this item on the consent agenda will indicate the Council's intent to authorize the City Manager to execute the 1-year contract extension amendment to the Verra Mobility Red Light Agreement, effective 1/1/2025.

Attachments:

[City of Greenbelt Amendment #1-11212024.pdf](#)

AMENDMENT #1
AGREEMENT BETWEEN CITY OF
GREENBELT, MARYLAND
AND AMERICAN TRAFFIC SOLUTIONS, INC.
d/b/a VERRA MOBILITY

This First Amendment ("Amendment") is effective as of the date of final execution hereof and entered into between the City of Greenbelt, Maryland a municipal corporation of the State of Maryland ("Charles County") and American Traffic Solutions, Inc., doing business as Verra Mobility, a Kansas corporation (herein "Verra Mobility").

WHEREAS, Verra Mobility entered into an agreement with Howard County, Maryland as of February 8, 2024 (hereinafter the "Howard County Agreement"); and

WHEREAS Howard County has renewed the Howard County Agreement for an additional year to December 31, 2025; and

WHEREAS the City of Greenbelt and Verra Mobility entered into an Agreement on April 26, 2024, subject to the terms of the Howard County Agreement;

WHEREAS, the City of Greenbelt and Verra Mobility wish to modify and amend certain terms and conditions of their Agreement; and

WHEREAS, Section 3.2 of the Howard County Agreement allows six (6) one-year renewal options; and

NOW, THEREFORE, in consideration of the mutual covenants, warranties, representations, and conditions contained in the Agreement, the parties hereto agree as follows:

1. This Agreement exercises the first one-year renewal option for a period beginning January 1, 2025, and ending December 31, 2025.
2. Except as expressly amended or modified by the terms of this Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Amendment and the Agreement, the terms of this Amendment shall prevail and control.
3. This Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument. Each party represents and warrants that the representative signing this Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Amendment.

IN WITNESS WHEREOF, authorized representatives of the parties have set forth their signatures below, intending to be legally bound.

AMERICAN TRAFFIC SOLUTIONS, INC.

GREENBELT, MARYLAND

By: _____

Jon Baldwin

EVP, Government Solutions

Date

By: _____

Date