



## **CITY COUNCIL AGENDA**

**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](mailto:questions@greenbeltmd.gov)**

**<https://us02web.zoom.us/j/81897430306?pwd=ZSs4RkhFM3YrTUxTaHo5TFdvakxMZz09>**

**Dial-in: 301 715 8592**

**Webinar ID: 818 9743 0306**

**Passcode: 002770**

**Monday, July 10, 2023**

**7:30 PM**

### **I. ORGANIZATION 15 minutes (7:30 - 7:45 pm)**

1. Call to Order
2. Roll Call
3. Meditation and Pledge of Allegiance to the Flag
4. Petitions and Requests
5. 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 45 minutes (7:45 - 8:30 pm)**

7. Presentations

7a. Parks & Recreation Month Proclamation

Suggested Action:

July is Parks and Recreation Month Nationwide. In Greenbelt we encourage all our residents to participate in recreation programs, enjoy and appreciate the City's parks and recreation facilities, and recognize the creativity and hard work of our Recreation Department staff in providing diverse programs that make Greenbelt such a special place to live, work and play. Frank Jones, AJ Sesay, and Jerold Joyner will be present to accept the proclamation.

[Parks Recreation.proc23a.pdf](#)

\*8. Minutes

Suggested Action:

- \* Work Session, June 16, 2021
- \* Work Session, May 2, 2022
- \* Work Session, May 10, 2022
- \* Work Session September 19, 2022
- \* Work Session, October 3, 2022
- \* Regular Meeting, May 8, 2023
- \* Special Meeting, May 11, 2023
- \* Special Meeting, May 13, 2023
- \* Regular Meeting, May 22, 2023
- \* Interview, May 24, 2023
- \* Special Meeting, May 25, 2023
- \* Regular Meeting, June 5, 2023

[WS210616.pdf](#)

[WS220502.pdf](#)

[WS220510.pdf](#)

[WS220919.pdf](#)

[WS221003.pdf](#)

[RM230508.pdf](#)  
[SM230511.pdf](#)  
[SM230513.pdf](#)  
[RM230522.pdf](#)  
[INT230524.pdf](#)  
[SM230525.pdf](#)  
[RM230605.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-1475#docan2352\\_4054\\_3510](https://www.greenbeltmd.gov/government/city-administration/city-manager-s-office/weekly-reports/-folder-1475#docan2352_4054_3510)

\*10. \* Committee Reports

\*10a.\* Forest Preserve Advisory Board Report # 2023-04 - (Greenbelt Forest Preserve Greenbriar Maintenance Request)

Suggested Action:

It is recommended that Council accepts this report.

[FPABGreenbriarReport\\_2023\\_04 \(003\).pdf](#)  
[greenbriar-good\\_2023\\_04 \(003\).jpg](#)

\*10b.\* Board of Elections Report # 2023-06 - (Mail-In Ballot Applications for Out-of-City Voters)

Suggested Action:

It is recommended that Council accept this report.

[BOE3188CouncilMemoFaxEmailApplications.pdf](#)

### III. LEGISLATION

11.

A Resolution To Repeal Resolution 2067 And To Establish Admission Fees And Pass Rates For The Greenbelt Aquatic And Fitness Center, Effective September 5, 2023

Suggested Action:

The FY 2024 Budget includes an increase of: three percent (3%) for all pass fees, 25 cents for resident daily admission and 25 cents for non-resident daily admission at the Aquatic & Fitness Center. This Resolution increases these fees accordingly.

It is recommended the resolution be introduced for first reading.

[GAFC Fees Resolution.pdf](#)

#### **IV. OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)**

##### **12. Selection of Election Vendors for 2023 City Election**

Suggested Action:

Reference:

Memorandum, B. Anderson, 07/06/2023

Election Vendors Proposals

The Greenbelt Board of Elections (BoE) researched multiple vendors to provide election services for the 2023 City Election. The Board of Elections decided to conduct this election cycle with paper ballots on Election Day. The BoE will implement a new feature in the vote-by-mail process with ballot mail, track, and trace. This will allow voters to track their ballot in real-time.

These vendors are Fort Orange Press, KNOWiNK, and IVS, LLC. They've met with them and seen demonstrations of their capabilities. The BoE also received recommendations from other municipalities. Other vendors considered were too costly or didn't meet our requirements.

The Board of Elections has selected Fort Orange Press to provide paper ballot printing, mailing, and tracking for the cost of \$6,400; KNOWiNK to purchase the electronic poll books for the cost of \$18,825; and IVS, LLC for tabulators and ballot marking devices for the cost of \$19,100.

Steve Gilbert, chair, and members of the Board will be in attendance to answer any questions.

It is recommended that the City Council authorize the Interim City Manager to engage in an agreement with Fort Orange Press for \$6,400; KNOWiNK for \$18,825; and IVS, LLC for \$19,100 totaling \$44,325.

[BOE3189CouncilMemoProposedElectionVendorsSelection.pdf](#)

[Greenbelt MD est # 63586\\_Fort Orange Press.pdf](#)

[Greenbelt MD est # 63568\\_Fort Orange Press.pdf](#)

[Greenbelt MD 2.6.2023\\_KnowInk.pdf](#)



13. Request for Proposal - Diversity Equity and Inclusion City Audit

Suggested Action:

Reference:

Memorandum, T. Smith, 07/07/2023

Diversity, Equity, and Inclusion (DEI) Audit RFP

Tribesy Proposal

The City of Greenbelt, Maryland, requested proposals from experienced, professional consulting firms to conduct a Diversity, Equity, and Inclusion (DEI) assessment to identify the City's current workforce culture, identify improvement opportunities, and provide recommendations to incorporate as part of a City Strategic DEI Plan. We have selected who we believe to be the most qualified consultant and will review these qualifications for Council.

Council approval is sought,

[MEMORANDUM CITY COUNCIL DEI AUDIT SUMMARY \(004\).pdf](#)

[DEI AUDIT RFP GREENBELT\\_5\\_2\\_23\\_Final.pdf](#)

[Tribesy Proposal - City of Greenbelt.pdf](#)

14. Greenbelt Middle School Letter of Support

Suggested Action:

Councilmember Gordon requested this item to be added to the agenda for Council discussion regarding sending a letter to Prince George's County Board of Education to have the back area of the Greenbelt Middle School paved where the students are dropped off by the buses. He stated that a resident, Ms. Donna Peterson, had contacted him to express her concern regarding the dust being driven up and affecting the students.

15. Council Activities

16. Council Reports

\*17. \* Meetings

[meetings.pdf](#)

\*18. \* Stakeholder List

[Stakeholder Schedule.pdf](#)

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Proclamation

Agenda Section: COMMUNICATIONS 45 minutes (7:45 - 8:30 pm)

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**Subject:**

Parks & Recreation Month Proclamation

**Suggested Action:**

July is Parks and Recreation Month Nationwide. In Greenbelt we encourage all our residents to participate in recreation programs, enjoy and appreciate the City's parks and recreation facilities, and recognize the creativity and hard work of our Recreation Department staff in providing diverse programs that make Greenbelt such a special place to live, work and play. Frank Jones, AJ Sesay, and Jerold Joyner will be present to accept the proclamation.

**Attachments:**

[Parks Recreation.proc23a.pdf](#)

## **PROCLAMATION**

**WHEREAS**, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

**WHEREAS**, the City of Greenbelt was created with a special appreciation for the intrinsic benefits of parks and recreational resources.

**WHEREAS**, our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature; and

**WHEREAS**, parks and recreation programs encourage physical activities by providing space for popular sports, hiking trails, swimming pools, and many other activities designed to promote active lifestyles; and

**WHEREAS**, parks and recreation programs promote time spent in outdoors, which can increase cognitive performance and well-being and improve conditions such as depression, attention deficit disorders, Alzheimer's; and

**WHEREAS**, park and recreation programming and education activities, such as out-of-school time programming, youth sports, and environmental education, are critical to childhood development; and

**WHEREAS**, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism; and

**NOW, THEREFORE**, I, Emmett V Jordan, by the authority vested in me by the citizens and City Council of Greenbelt, do hereby proclaim the month of July 2023 to be

## **PARKS AND RECREATION MONTH**

in Greenbelt and encourage all our citizens to participate in recreation programs, enjoy and appreciate the City's parks and recreation facilities, and recognize the creativity and hard work of our Recreation Department staff in providing diverse programs that make Greenbelt such a special place in which to live, work and play.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Greenbelt, Maryland, to be affixed this 10<sup>th</sup> day of July, 2023.

EMMETT V. JORDAN, Mayor

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Meeting Minutes

Agenda Section: COMMUNICATIONS 45 minutes (7:45 - 8:30 pm)

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### **Subject:**

Minutes

### **Suggested Action:**

- \* Work Session, June 16, 2021
- \* Work Session, May 2, 2022
- \* Work Session, May 10, 2022
- \* Work Session September 19, 2022
- \* Work Session, October 3, 2022
- \* Regular Meeting, May 8, 2023
- \* Special Meeting, May 11, 2023
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### **Attachments:**

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[INT230524.pdf](#)  
[SM230525.pdf](#)  
[RM230605.pdf](#)

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Wednesday, June 16, 2021, to discuss the Local Economy Recovery.*

*Mayor Byrd started the meeting at 8:01 p.m. The meeting was held virtually via Zoom.*

*PRESENT WERE: Councilmembers Judith F. Davis, Emmett V. Jordan, Leta M. Mach, Silke I. Pope, Edward V. J. Putens, Rodney M. Roberts, and Mayor Colin A. Byrd.*

*STAFF PRESENT WERE:*

*Nicole Ard, City Manager; Tim George, Assistance City Manager; Charise Liggins, Economic Development Coordinator; Terri Hruby, Director of Planning and Community Development; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*ALSO PRESENT WERE: Bill Orleans, Michael Hartman, and others.*

*Ms. Liggins thanked Council and staff for their continued support for understanding better the business community's needs and the willingness to explore ideas for the COVID-19 related relief and recovery assistance.*

*Ms. Liggins outlined four proposed ideas/suggestions for business recovery, resiliency, and long-term sustainability, including converting a portion of the revolving loan fund to a micro-grant program, business attraction and retention, and creating a startup fund.*

*Mayor Byrd stated he is enthusiastic about the startup fund for assisting residents within the City to develop, grow, and sustain their businesses which will help the economy grow.*

*In response to Ms. Liggins, Ms. Davis suggested having incubators for the startup businesses with a reasonable lease in one of the business buildings with vacancies. In addition, Ms. Davis stated that the revolving fund needed to be improved for some of Ms. Liggins's suggestions. Based on a question asked by Ms. Davis, Ms. Liggins answered that the American Relief Plan Act Funds could be used. The staff has discussed potential ideas for the American Relief Plan Act Funds, including external grant programs.*

*Mr. Putens suggested businesses helping businesses. Council could take a portion of the commercial taxes annually and distribute the funds among the companies that need support.*

*Michael Hartman, 2 Gardenway, thanked Ms. Liggins. He stated that she was a tremendous help to the business community during the pandemic by providing leads on grants and loans. Mr. Hartman suggested that the City's startup fund include cooperatives and workers' cooperatives.*

*Based on a question asked by Mr. Jordan, Ms. Liggins answered that the rental and restaurant sectors were hit the hardest during the pandemic. Before the pandemic, the rental and restaurant sectors were operating at a slim margin. She noted that property owners have been working with businesses and accommodating by helping to mitigate some of the significant issues. Ms. Liggins added that the entertainment sector, including the movie theaters, was severely hit and would take time to recover.*

*Mr. Jordan inquired if the eviction moratorium extends to businesses or just residential. Ms. Liggins answered that the County passed a resolution a couple of months before the pandemic to*

*address enterprises. However, she noted that there had been amendments and would have to monitor any updates and what the property managers would decide.*

*There was discussion regarding the office vacancy rate. Ms. Liggins noted that professional services had debated if business would return to full-time in the office. She stated that the City would need to have more strategic conversations with the commercial property owners on how to help support attracting more businesses.*

*In response to Mr. Hartman, Ms. Mach added that cooperatives are vital to the City. If the City wanted to support and prompt more cooperatives, there are plenty of resources, including the Cooperative Development Foundation.*

*Mr. Roberts asked were any businesses lost due to the pandemic. Ms. Liggins answered that there hadn't been any visible businesses that she was aware of, but a few businesses did open during the pandemic. She noted that the City doesn't have a system to track when companies leave the City or relocate.*

*Mayor Byrd requested that Council be informed when staff learns when a business goes out of business, regardless of whether it was due to the pandemic. In addition, he inquired how the staff ensures that companies that could be more proficient in the English language are being contacted. Ms. Liggins answered that the City has a very diverse business background to connect across all sectors. She explained that there is sometimes mistrust between businesses and the government, which creates a barrier. Ms. Liggins advised that staff is trying to ensure companies feel more comfortable contacting the City for assistance.*

*Based on a question asked by Ms. Davis, Ms. Liggins stated that she would follow up with Council regarding the national, regional, and county business vacancy rate.*

*Ms. Pope stated that all of Ms. Liggins's suggestions were excellent and inquired if any municipalities have a system that tracks businesses or if the City could start a tracking system. Ms. Liggins answered that staff currently uses CoStar to obtain business data, and a business tracking system is one of the suggestions presented in this proposal. She stated that other municipalities need better tracking of businesses leaving their jurisdiction. Mr. George added that commercial real estate owners are busy recruiting companies to work with local economic development to keep up with their databases.*

*Mr. Jordan suggested strategies and marketing to the professional service sector and the healthcare sector. Based on a question that Mr. Jordan asked, Ms. Liggins answered that funds were allocated for the upcoming fiscal year. In addition, she stated that the City assisted roughly 20 businesses with the Emergency Stimulus Program.*

*Mr. Putens asked if there was a way to determine which businesses received federal grants or aid. Ms. Liggins answered that some grant programs released the names of their recipients, but finding out what the companies did once they received the funds would be difficult to locate.*

*There was discussion regarding creating a focused approach to expand the business base by exploring new business models and identifying emerging industries or markets aligned with the City's economic development goals. Ms. Liggins noted that aid is not just giving businesses money, but goals and resources, including entrepreneurial boot camps and training programs.*

*Ms. Mach inquired would be the impact of the food truck program on local restaurants and would need help to support the program. Ms. Davis stated that there are many positive ideas and some disadvantages of having the food truck program in the City and that there would be further discussion at an upcoming work session.*

*Based on a question asked by Ms. Davis, Ms. Liggins explained the upcoming webinars that she is hosting, including a panel discussion with local businesses to share ideas, resources, and tools to use beyond the pandemic. In addition, she noted that staff is building a library of tools, topics, and best practices on the City's YouTube channel. Mr. Jordan suggested adding a subcategory to the City's YouTube channel for Economy Development.*

*Mr. Hartman advised that food trucks bring a wide variety of various foods.*

*Bill Orleans, a Greenbelt resident, asked about the Beltway Plaza, Greenway Shopping Center, and Roosevelt Center vacancy rate. He also asked why weren't the shopping centers listed on the report. Ms. Liggins answered that discussing vacancy rates usually references commercial office vacancy rates. She stated that obtaining vacancy rates for retail is a little more challenging.*

*There was discussion regarding the economic recovery of the residents of Greenbelt. Mayor Byrd stated that the City supports both businesses and residents during the economic recovery.*

*There was discussion regarding Ms. Liggins's memo outlining creating a more engaged and inclusive business community, including creating an in-depth survey to better understand business needs across all sectors and relocating the business coffee to a larger venue. Mr. Jordan stated that Ms. Liggins' idea regarding the Greenbelt business alliance is great and requested that the City be at the table as a stakeholder. Ms. Davis noted that the business alliance would take great effort to get started.*

*Regarding Ms. Liggins's memo, she explained that developing strategic marketing initiatives to promote Greenbelt and local businesses includes partnering with a PR/marketing firm to raise awareness about Greenbelt beyond the County and region. Mr. Jordan stated that the companies that have been in the City the longest are the best spokespersons to tell the Greenbelt story.*

*There was discussion regarding Ms. Liggins's memo outlining building an inclusive workforce development strategy, identifying the most relevant reporting metrics to help measure the success of economic development efforts and looking beyond Covid19. Ms. Davis noted that the City still needs to explore the Main Street designation, undergo a strategic planning process for economic development, and study the Greenbelt Armory by the next budget cycle.*

*Regarding the discussion regarding the Greenbelt Armory, Mr. Roberts stated that the Greenbelt Armory still needs to be the City's property and is concerned about having conducted a study on the building. He noted that the building would involve about a new fire station, but if the County built a new one, it wouldn't have a banquet hall. Mr. Roberts suggested that the Fire Department use a portion of the Greenbelt Armory for their banquet hall and the remaining space for offices for City employees.*

*Based on a question asked by Mr. Putens, Ms. Hruby answered that the staff had submitted numerous follow-up letters to the property owners, management companies, and the boards and*



*had yet to receive any responses. Mr. Putens stated that the list still needs to be updated and has yet to contact the City with new management company information.*

*There was a discussion regarding the eviction moratorium. Ms. Davis explained that the Governor lifted the moratorium on July 1, and staff needed to resend the City's ordinance regarding rent increases to the apartment complexes. Ms. Ard reported that Ms. Deirdre Allen, Finance Manager, Mayor Byrd, and Mr. Jordan attended a Zoom meeting regarding the Rental Relief Assistance Program with the County Executive Office. Ms. Davis noted that there are utility assistance programs and suggested that staff submit an article to the Greenbelt News Review or have the apartment complexes send this information to their renters through an email blast.*

*Ric Gordon, 9310 Edmonston Road, stated he is working on a community newsletter for Franklin Park to provide information. In addition, he explained that there needed to be social media outreach to residents of Franklin Park, Greenbelt Station, and beyond to offer information and resources.*

*Mr. Orleans suggested that the City utilize the Greenbelt News Review, social media, and postcards to alert residents of Greenbelt regarding a zoom presentation about rental assistance.*

#### *Informational Items*

*Mr. Jordan provided a report on the National Capital Region Transportation Planning Board.*

*The meeting ended at 10:20 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

Budget Work Session of the Greenbelt City held on May 2, 2022, Public Safety

Mayor Jordan started the hybrid meeting at 7:30 pm. The meeting was held at the Municipal Building and virtually via Zoom.

**Present were Councilmembers** Colin A. Byrd, Judith F. Davis, Ric Gordon, Silke I. Pope, Rodney M. Roberts, Kristen Weaver, and Mayor Emmett V. Jordan.

**Staff Present:** Tim George, Acting City Manager; Bertha Gaymon, City Treasurer; Richard Bowers, Police Chief; Lieutenant Jermaine Gullledge; Hannah Glasgow, GPD Public Information Officer; Chondria Andrews, Publication and Public Information Coordinator; and Bonita Anderson, City Clerk.

**Also present were:** Chief Thomas Ray, Greenbelt Volunteer Fire Department (GVFD); Dr. Laura Kressler, Community Emergency Response Team (CERT) and Community Animal Response Team (CART); Bill Orleans, and others.

Mayor Jordan opened the meeting with introductions and an overview of the meeting discussion of the Police Department, Fire Department, and CART/CERT budget.

The Police Department comprises two-thirds of the City's overall budget. Chief Bowers discussed the state of crime in the City in areas like violent crime and theft, which mirrors a nationwide increase.

Chief Bowers gave an update on the police shooting on May 2, reporting that the investigation of the incident is in the hands of the Prince George's County Homicide Unit and the internal investigation is under the scrutiny of the Police Department. Regarding apartment invasion and theft at Franklin Park, Chief Bowers urged residents always to inform neighbors if one is going out of town as an essential precaution and recommended installing security cameras.

Chief Bowers indicated that 16 percent is a violent crime throughout the City, with the rest being property crime at 84 percent. He noted a 25 percent increase in robberies, and property crime increased by 6 percent overall. Chief Bowers stated that the main areas of the City ranked as follows: Franklin Park at 358 incidents of violent crime, Greenbelt Center at 157, Greenbelt East residential at 144, Beltway Plaza at 143, Greenbelt East commercial at 135, Greenbelt Station at 18 and Greenbelt Metro at 4.

Mayor Jordan suggested looking more at actual numbers rather than percentages as it gives a clearer picture, and Chief Bowers agreed.

Chief Bowers reported that current crime numbers had decreased so far this year, supposing that the department's new engagement procedures are having an effect. However, he indicated that carjacking's greatly concerned the community last year.

Chief Bowers noted that the department is authorized to have 53 officers. Currently, the effective number is 46 when factoring in training and retirements. The number of applicants has dropped

precipitously; Chief Bowers stated that the last test brought in three applicants when past numbers could reach 60. He noted that the department is most successful in keeping its people once hired.

Council and Chief Bowers discussed the recent and likely future rise in population from new development, such as at Beltway Plaza, stressing the need to increase officer numbers, even up to 55, to perform duties properly. Bowers said it would have to be an incremental process each year of hiring.

Chief Bowers indicated that the Animal Control Division is hiring an additional half-time employee to augment the two current full-time ones.

Chief Bowers noted that 27 police vehicles have over 100,000 miles, and eight have been designated by Public Works as needing to be replaced. The four cars approved in last year's budget have yet to arrive, perhaps requiring another 52 weeks as they require police outfitting. The department is asking for ten vehicles this year, with a likely delay expected.

Chief Bowers explained that electric vehicles, while planned for the future, still need to be a feasible choice for patrol cars, as the time it takes to charge them throughout the day would hamper officers' ability to answer calls. A typical patrol car runs eight to 10 hours per day.

Chief Bowers noted that the department wants to create a co-responder position to help deal with mental health calls, turning to Greenbelt CARES for guidance. Such a position could better address these issues and do follow-up to prevent future calls for service, something patrol officers cannot do.

Mr. Roberts was keen on this, also stressing the dearth of recreation facilities in Greenbelt West that could occupy the City's youth, with Chief Bowers saying that perpetrators are now skewing younger, some under 16.

The Police Department received several state grants, of which the State Police Protection Grant (\$445,000) and the State Highway Administration Traffic Safety and DUI Enforcement Grant (\$35,000) are the two largest.

Mr. George stated that the City aims to hire a full-time grants supervisor to seek out and suggest grants to all departments and handle all procedures and documentation.

Red-light camera photo fines are challenging to collect from out-of-state drivers. Maryland residents who fail to pay citations are prevented from renewing their tags.

Chief Ray reported that the Greenbelt Fire Station is awaiting an additional HVAC unit to be installed sometime this month by the County, alongside one already put in. Other station needs include repair work to the exterior mortar and attention to the pavement outside, where pools of water present a safety hazard.

Chief Ray noted that in 2020 the department purchased a fire engine. He explained that engines have a 15- year life span, making 2029 the year that the older engine will need to be replaced.

Chief Ray indicated that the utility truck from 2005 and his vehicle from 2008 are high in mileage, with the former likely to be replaced this year or at the beginning of next year.

Dr. Kressler noted that CERT, which has 18 current members, 65 percent of whom are City residents, is asking for \$1,500. The breakdown of costs consists of \$500 for a lost person's behavior training course, \$900 for the renovation of the interior of the CERT trailer to better store equipment, and \$100 for a CERT mobile app that uses GPS to monitor things like building damage in the case of an emergency.

Dr. Kressler noted that CERT had had a busy year of diverse training, such as Stop the Bleed, which teaches how to save a life from a knife or gunshot wound; Narcan training; Skywarn weather spotter course; and a variety of training courses offered by the Federal Emergency Management Agency (FEMA).

Dr. Kressler noted that CART has 19 active members, which includes 13 residents. This past year CART had many Covid-related events with CERT, such as food distributions and working at the County's Office of Emergency Management Emergency Operations call center.

Dr. Kressler indicated that CART proposes to purchase a laptop computer with software to manage several areas, such as all pet admissions to a temporary shelter, all volunteer hours and required personnel information, and all the necessary shelter documents. She noted that CART is also asking for \$1,500, which does not include the laptop. However, they will acquire it with the City's IT Department.

Dr. Kressler explained that due to a misunderstanding concerning budgetary protocol, last year's funds for both CERT and CART could not be used and were returned to the City. All of last year's proposed purchases were moved to the coming year.

Dr. Kressler stated that CERT and CART are trained to deal with many contingencies in the event of a disaster in the City, including setting up evacuation spots, such as at the Community Center, creating temporary animal shelters, and turning off gas mains and water lines.

The meeting ended at 10:37 pm.

Respectfully submitted,

Bonita Anderson  
City Clerk

Work Session of the Greenbelt City held on May 10, 2022, Raftelis ARPA Discussion.

Mayor Jordan started the hybrid meeting at 7:30 pm. The meeting was held at the Municipal Building and virtually via Zoom.

Councilmembers Colin A. Byrd (virtual), Judith F. Davis, Ric Gordon, and Silke I. Pope (virtual), Rodney M. Roberts, Kristen Weaver, and Mayor Emmett V. Jordan

Staff Present: Tim George, Acting City Manager; Debi Sandlin, Acting Assistant City Manager; Bertha Gaymon, City Treasurer; Chondria Andrews, Publication and Public Information Coordinator; and Bonita Anderson, City Clerk (virtual).

Also present were: Michelle Ferguson, Vice President of Raftelis; Kim Kash, Gionni Smith, Bob Rand, Bob Rudd, Lore Rosenthal, Robert Snyder, and Bill Orleans.

Mayor Jordan provided opening remarks.

Ms. Ferguson presented to the City Council an overview of the City's community engagement efforts, which summarized the findings of the community survey from four stakeholder focus group sessions (24 participants in total), three community input meetings (40 participants), 344 respondents to the community survey, and submittals through the Engage Greenbelt website.

There was a discussion on the top priorities among the respondents which were rental/mortgage assistance (83 responses), infrastructure maintenance (53), mental health resources (31), Covid public health response (29), sustainability (28), essential worker resources (28), business assistance (23) and city security enhancements (22).

Mr. Smith, a resident, called for more rental assistance and an increase in the amount of aid a person can receive. He noted that his mother, who lost her primary source of income due to Covid, is \$18,000 in arrears. Because she owes money, Franklin Park does not permit her to renew her lease. Instead, she must go month-to-month with her rent of \$350 more than with a lease. He cautioned that crime increases where poverty increases, which the City is already starting to see. Lore Rosenthal supported this request. She said the money was meant to be spent now, not for future needs.

Mr. Rand called for all the money to be spent on people, not projects. Bill Orleans made a similar request. Rand asserted that city staff needs to understand the needs in Franklin Park. He called for the City to develop frameworks for programs such as first-time homeowner grants and pre- and after-school care. He suggested the City work with CASA de Maryland, a Latino and immigration advocacy group, to help address residents' needs.

Ms. Kash called on the City Council to take a more proactive role to help residents become homeowners. For what Franklin Park residents are paying in rent, she said, they could own in Greenbelt Homes, Inc, if they had a down payment. She also called on the City to develop shared working spaces and provide the Economic Development Department funding to assist local

businesses better.

Mr. Rudd supported calls for more ballfields so youth could learn leadership, maturity, and teamwork.

Mr. Snyder called for an appreciation stipend for the City's front-line workers. He stated that several local jurisdictions are issuing such stipends.

Ms. Davis requested additional rental/mortgage/ business assistance be placed on the next council agenda.

Ms. Pope pointed out that the City also has other needs that should be considered. She stated that the Council still needs to see the staff list.

Mayor Jordan and Ms. Pope expressed that Greenbelt is a small municipality and that residents should also raise their concerns with their State and County representatives regarding making more funds available.

Ms. Davis stated that ARPA money should not be spent on projects where the City has other possible funding sources.

Mr. Roberts put in a plug for spending \$5 million to purchase land and create a park in Greenbelt West and at least \$4 million for rental and other direct Covid assistance. At recent meetings, several people have called for purchasing the scrapyards on Branchville Road. Ms. Davis questioned whether \$5 million would be adequate and pointed out that the City would also need to look at the cost of whatever it would put on the land and whether additional staff would be needed. Mr. George noted that a significant factor would be the cost to remediate the site after decades of industrial use. Ms. Pope pointed out that the scrapyards are in Berwyn Heights, not Greenbelt.

Mr. Byrd requested that the City provide financial assistance for higher education, saying it would help address unemployment and wage issues.

Ms. Weaver called for looking long-term at supporting affordable and senior housing and spending some of the funds on infrastructure, such as implementing the long-stalled Buddy Attick Park Master Plan and projects in Greenbelt West and East. In light of the increasing likelihood of intense storms, the City needs a broader survey of stormwater issues, she said. She suggested using the ARPA funds for planning purposes so the City can act if additional funds become available.

Mayor Jordan wanted to see some funds used as seed money to get certain functions going. These include the proposed grants coordinator and the diversity, inclusion, and equity position. He also suggested a small-scale Works Progress Administration-type program for nonprofits, performers, and artists to subsidize and encourage performing artists to make lasting contributions.

Mr. Gordon called for investment in the business community to help Greenbelt be a place people come to live, work and dine.

Ms. Ferguson noted that the survey needed to be structured to be statistically representative. Just 344 individuals responded to the survey. These included residents, non-residents who work in Greenbelt, and commercial property/ business owners. She noted that three-quarters live in the core of Greenbelt, 16 percent in Greenbelt East, and .07 percent in Greenbelt West. Ms. Ferguson indicated that thirty percent are 65 or older, 20 percent are 55 to 64, 18 percent are 35 to 44, and 17 percent are 45 to 54 years old.

Ms. Ferguson stated that city staff is reviewing the summary in detail and will develop funding recommendations which will be presented to the City Council at a work session. Mr. George noted that this would be a draft, not a spending plan, and that staff will continue to incorporate estimated costs for ideas.

The meeting ended at 9:55 pm.

Respectfully submitted,

Bonita Anderson  
City Clerk

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, September 19, 2022, to meet with the Ethics Commission.*

*Mayor Jordan started the meeting at 7:30 p.m. The meeting was held virtually via Zoom in the Council Chambers of the Municipal Building, 25 Crescent Road.*

*PRESENT WERE: Councilmembers Colin A. Byrd, Judith F. Davis, Silke I. Pope, Rodney M. Roberts, Kristen L. K. Weaver, and Mayor Emmett V. Jordan. Councilmember Ric Gordon was absent.*

*STAFF PRESENT WERE: Tim George, Interim City Manager, and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*ALSO PRESENT WERE: Ethics Commission: Chair Sieglinde Peterson, David Shapiro, Isiah Horton, and Robert Zugby; Michael Hartman; Bill Orleans; and others.*

*Ms. Peterson explained that the Ethics Commission has five members and follows the Ethics rules of the State of Maryland and the City regulations. She stated that the Ethics Commission reviewed the Financial Disclosure forms, but during the pandemic, there was a lag in examining the documents. Mr. Zugby added that once the pandemic restrictions were lifted, the Ethics Commission two years of Financial Disclosure forms. He noted that when the Ethics Commission was first formed, there were three members and its two responsibilities were to review the Financial Disclosure forms and to hear cases brought to them by Council. The staff liaison is the City Clerk.*

*Ms. Davis stated that there needed to be more clarity regarding the documents being discussed. She advised that the Ethics Commission review the Financial Disclosure forms and the Candidate Campaign Financial Reports. She inquired if the Board of Elections examined and checked the Candidates Campaign Financial Reports. Ms. Davis suggested that the Ethics Commission review the City's Code of Ethics with the City Solicitor. Mr. Zugby explained that the Ethics Commission reviewed the Financial Disclosure forms to make sure they were filled out completely.*

*There was discussion regarding the Ethics Commission's meeting minutes.*

*About the City's Code of Ethics and State Code, Mr. Shapiro stated there is a need to delineate the required work. Then the Ethics Commission would provide Council with a report.*

*Based on a question asked by Ms. Davis, Mr. George advised that he would follow up with the Chair of the Board of Elections to determine if the final Campaign Financial Reports were reviewed for not only the candidates that won the election but also for the candidates that didn't. Mr. George advised that the Candidate Campaign Financial Reports from all the candidates are posted on the City's website.*

*There was discussion on developing a rule that retiring Council Members and Council Members not re-elected should file a report showing that their campaign accounts were closed out and how any remaining funds were dispersed. Ms. Davis requested that this question be posed to the City Solicitor to see if this is a State law. Mayor Jordan stated state regulations and rules regarding using campaign funds.*

*Regarding the Candidate Campaign Financial Reports discussion, Ms. Davis stated that another discrepancy needed to be brought up with the Board of Elections regarding checking the closing balance with the beginning balance on the Candidate Campaign Financial Reports. Mr. George provided Council with information from the State Elections Board regarding surplus election funds. Ms. Davis and Mayor*



*Jordan requested that the Candidate Election Booklet be updated. Mayor Jordan suggested that the Board of Elections and the Ethics Commission have a joint meeting with the City Solicitor.*

*There was discussion regarding whether the Ethics Commission reviewed the City Code's Ethics portion. Ms. Peterson stated that the City Solicitor needs to ensure that the City's Financial Disclosure regulations comply with the State's regulations. Mr. Zugby noted that the Board of Elections and the Ethics Commission have overlapping responsibilities. Therefore, it well is to have a joint meeting.*

*Bill Orleans, a Greenbelt resident, requested that the Ethics Commission review all the Financial Disclosure Forms and inquired why the City of Greenbelt's Ethic Code wasn't in the work session packet.*

*Molly Lester, a Greenbelt resident, was concerned that a first-time Councilmember started with a balance on their Candidate Campaign Financial Report form and requested that the Ethics Commission review that information.*

*Based on a question asked by Ms. Lester, Mr. George explained that the Interim Assistant City Manager doesn't have the authority to authorize an allocation of any City's funding or City resources and is working with staff with the American Rescue Plan Act (ARPA) Funding. Allocation of the funds are approved by Council.*

*There was a discussion regarding the model ordinance attached to the work session packet. Ms. Davis stated that the City Code needed to be updated.*

*Ms. Pope asked Mr. George if he could follow up with the City Solicitors to find out who can access the Financial Disclosure Forms and wanted to know the rules and regulations.*

*Mayor Pro Tem Weaver stated that it would be helpful if there were an orientation for Candidates for Council.*

*In response to a question asked by Ms. Pope, Mr. Roberts stated that the Financial Disclosure Forms are public information and State law.*

*Mr. Orleans stated that the City of Greenbelt should have its own Ethics Ordinances. Ms. Davis noted that the City follows State laws and these should be abided by in the City's Code.*  
*Information Items:*

*Council discussed the upcoming Closed Session Meeting on Wednesday, September 21, 2022.*

*The meeting ended at 8:52 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, October 3, 2022, to discuss the Space Study Recommendations.*

*Mayor Jordan started the meeting at 7:30 pm. The meeting was held virtually via Zoom in the Council Chambers of the Municipal Building, 25 Crescent Road.*

*PRESENT WERE: Councilmembers Colin A. Byrd (virtual), Judith F. Davis, Ric Gordon, Silke I. Pope, Rodney M. Roberts (8:26 pm), Kristen L. K. Weaver, and Mayor Emmett V. Jordan.*

*STAFF PRESENT WERE: Tim George, Interim City Manager; Debi Sandlin, Interim Assistant City Manager; Chief Rick Bowers, Greenbelt Police Department; Bertha Gaymon, City Treasurer; Dr. Liz Park, Director of Greenbelt CARES; Willis Shafer, Director of Public Works; Andrew Phelan, Assistant Director of Recreations Department; Christal Batey, Community Resource Advocate; and Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*ALSO, PRESENT WERE: Barry Miller, Frederick Ward and Associations, and others.*

*Mr. Gordon inquired if all of the staff at the Community Center were informed about the Space Study.*

*Mr. Miller provided Council with the background and scope of the Space Study recommendations, which included identifying solutions to overcrowded departments within the City. He noted that he had interviewed senior staff in the Police Department, CARES, City Manager's Office, Recreation Department, Department of Planning and Community Development, Department of Information Technology, Finance Department, and the Public Information Office. Mr. Miller stated, based on the study, that there needed to be more readily available space within the buildings. The Ground Floor East (GFE) in the Community Center Building contains the most significant amount of immediate ready space.*

*Mr. Miller noted that staff discussed three space options: renovations of GFE, renting space off campus to relieve overcrowded conditions, or expanding the Municipal Building. Ms. Davis and Ms. Pope noted that the Space Study recommendations didn't include the Armory because the City doesn't own the Armory.*

*Based on a question asked by Mayor Pro Tem Weaver, Mr. Miller answered that the Police Department was interviewed, The department needed additional long-term storage space. He noted that the project's scope was finding immediate areas for the overcrowded departments.*

*Based on a question by Mayor Jordan, Mr. Miller answered that some departments are co-sharing offices, with either flex schedules or staff working remotely.*

*Mr. Gordon suggested extending the CARES Department and the GAIL program to an off-campus rental space in Greenbelt West. Ms. Pope noted that looking for office space in Franklin Park was separate from the scope of the work Mr. Miller had conducted. Mayor Pro Tem Weaver pointed out that funds were allocated to expand the Springhill Lake Recreation Center and suggested that as possible space for the CARES Department and the GAIL program. She also noted that a possible consideration from the Neighborhood Design Center is building a structure at Greenbelt Station. Ms. Davis stated that Greenbelt needed services and asked the City to rent space in Greenbelt East. Ms. Pope noted that all the departments need space.*

*Natalia, a Greenbelt artist, stated that the Space Study should be able to explain how to utilize the current space and organize the staff to share the area.*

*Judy Goldberg-Strassler, Lastner Lane, advised that the Recreation Department utilizes the GFE space for ten months out of the year. She suggested that the CARES Department and the GAIL program needed office space in Greenbelt East and Greenbelt West to provide services where there are very high needs.*

*Michael Hartman, a Greenbelt resident, said he supported Ms. Goldberg-Strassler regarding the GFE space. He stated that the GFE space has gender-neutral bathrooms.*

*Mr. Miller reviewed the GFE's current space and provided the following recommendations. He has identified three immediate needs departments: the CARES Department with the GAIL program, the IT Department, and the Administration Department. He outlined the following results of the GFE, which provides CARES and GAIL program 3,400 square feet of program space and provides Recreation with an additional 1,000 square feet. The IT Department would move from the basement level of the Municipal Building to the 1st floor in the CARES former space. The GAIL program's former room on the 2nd-floor house the Grant's Coordinator, Economic Development Manager, the Economic Development Intern, and the Diversity, Equity, and Inclusion Officer. Ms. Davis noted that the GFE is currently not assigned to a department. It is now shared between CARES and the Recreation Department.*

*Based on questions asked by Council, Dr. Park stated the criteria for HIPAA regulations for counseling sessions, which include insulation around the room for privacy. She explained the difficulty of having offices throughout various spaces within the City because several interns need supervision. Dr. Park noted that she is legally responsible for all the sessions. She stated that services are being provided in Greenbelt West. The CARES Department and GAIL program assist the whole City. Dr. Park advised that the CARES Department has between 20-25 staff members, including an Emergency Case Manager, a Bilingual Health Worker, a Community Case Manager, and 12 full-time staff and interns.*

*There was discussion regarding shared space usage.*

*Council reviewed the draft floor plans outlining the proposed changes. Mayor Jordan noted that Council uses the Library in the Municipal Building to conduct Closed Sessions and to meet with constituents. Mr. George explained that the draft floor plan was altered slightly and that the Library would not be turned into an office space for the Diversity Equity and Inclusion Officer.*

*Mr. Roberts said that the needs of the Municipal Building should have been handled a while ago, but he has yet to hear of any needs for recreation space and the requirements of the Community Center. Mr. Miller explained that he met with the Recreation Department, and the staff didn't identify a specific need. Instead, the team discussed the potential growth of the department and programs that could be developed if there was space.*

*Barbara Stevens, an Arts Advisory Board member, asked whether the City completed purchasing the Armory, whether an RFP for the Armory Feasibility Study was issued, and whether the contract was ever awarded. Mayor Jordan answered that the City is in the process of inquiring about the Armory. Mr. George added since the City doesn't own the facility, the study couldn't*

*include the Armory.*

*Lois Rosado, a Greenbelt resident, commented that depending on the type of services being offered, the configurations of the offices have to be different.*

*Mr. Hartman inquired, during the renovation of the GFE, if it was discussed to increase the number of gender-neutral bathrooms and add lactation rooms. Mr. Miller stated that lactation rooms weren't considered during this process stage. However, a unisex bathroom was included in the study.*

*Bill Orleans, a Greenbelt resident, asked about the cost estimate for dropping the elevator to the basement. He also requested that the Director of CARES meet at designated dates and times either in the Springhill Lake Recreation Center clubhouse or Schrom Hills Park, making it more accessible for residents.*

*Natalia stated that the artists weren't asked if they needed more space. Mayor Jordan noted that the consultant met with all the department heads and that the City sent out a survey to all the residents inquiring about their needs.*

*There was a discussion regarding the mechanics of the elevator.*

*Dr. Catlin McGrath noted that the Community Center should continue to be dedicated to the community. She stated there are many empty office spaces on Hanover Parkway near Eleanor Roosevelt High School for the CARES Department and the GAIL program.*

*Mayor Pro Tem Weaver stated that the City must rent space for the CARES Department and the GAIL program. She noted that it was beyond the Space Study's scope to expand on existing areas, which included the Springhill Lake Recreation Center and the Police Department.*

*There was discussion regarding expanding existing buildings.*

*Mr. Roberts stated that the Space Study conducted was a targeted study instead of a City-wide one. He suggested renting office space for the CARES Department and the GAIL program.*

*Ms. Davis stated that no decision was made tonight from Council and requested that staff research available office space to rent in the City for the CARES Department and GAIL program and the cost to make it useable for staff.*

*Jake Chesnutt, Chair of the Park and Recreation Advisory Board, stated that it's not fair to compare the Recreation Department with traditional recreation programs that provide enrichment opportunities with the CARES Department, which provides direct mental health counseling and family services. He stated that the City should support Option 1 to seek shared spaces and shared departmental usages.*

*Mr. Orleans suggested renting space in the office building on Edmonston Road and Springhill Drive.*

*Stefan Broad, 2 Westway, requested that Council consider options other than the GFE space because it is used for several programs. He added that since the Recreation Department has*

*used the GFE space, the programs have been doubled.*

*Betty Timer stated that many seniors walk over to receive services from the CARES Department and GAIL program.*

*Mayor Jordan stated that this work session will be reconvened until Monday, October 31, to finish the discussion.*

*Meeting Discussion:*

*Council discussed the upcoming Meeting List, which included the forthcoming HUG (Help Unite Greenbelt with a Little Kindness) Walk, scheduling the Space Study Work Session on October 31, and the Crazy Quilt Music Festival.*

*Mayor Jordan requested that staff start working towards scheduling the Legislation Dinner.*

*Informational item:*

*Ms. Davis provided a report on the Forest Preserve Advisory Board meeting, which included the Pumpkin Walk, a Virginia Pine in the Greenbriar Tract which could be a Champion County Tree, and campers camping in the Forest Preserve.*

*The meeting ended at 10:09 pm.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held May 8, 2023.

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

ROLL CALL was answered by Councilmembers Colin A. Byrd (virtual), Judith F. Davis (virtual), Brandon R. Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Timothy George, Interim City Manager; Richard Bowers, Police Chief; Terri Hruby, Planning and Community Development Director; Jamarie Spencer, Public Information Producer; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of Lynwood Hastings, III, and former residents Betty Harrison and Judith Moore Evans.

Mr. Gordon then led the Pledge of Allegiance to the Flag.

PETITIONS AND REQUESTS:

Bill Orleans, a resident, asked for a copy of the FY 2024 Proposed Budget and requested the City Solicitor attend a Council meeting to address his concerns about an action taken by the City Council during a closed session. Mr. Orleans stated the City Solicitor's response to his request was not satisfactory.

John Voigt, a resident of Green Ridge House, presented a letter dated April 21, 2023, and stated he had shared the letter with the Interim City Manager. He asked for Mr. George to give him a call.

Lore Rosenthal, a resident, requested the City Council vote in favor of the City's Plastic Bag Ban legislation. She also expressed concern regarding the plan to use natural gas as detailed in the 7010 Greenbelt Road Site Plan and urged the City Council to accept the recommendation made by Green ACES to oppose the use of natural gas in the project.

CONSENT AGENDA: Mayor Jordan requested that Meetings be removed from the consent agenda. It was moved by Ms. Pope. Mr. Gordon seconded the motion as amended. The motion passed 7-0.

Council thereby took the following actions:

COMMITTEE REPORTS:

Advisory Planning Board Report #2023-01 – 7010 Greenbelt Road Detailed Site Plan:  
Council accepted the report.

Board of Election Report #2023-04 – Proposed Charter and Code Amendments: Voting by Noncitizens: Council accepted the report.

Board of Election Report #2023-05 – Proposed Charter and Code Amendments: Counting

Ballots: Council accepted the report.

STAKEHOLDER LIST: Council approved the stakeholder list.

REAPPOINTMENT TO ADVISORY BOARD/COMMITTEE: Council approved the reappointments for a new term Charles Jackman to the Advisory Committee on Trees and David Whaples to the Board of Appeals.

APPROVAL OF AGENDA: It was moved by Ms. Pope and seconded by Mr. Gordon. The motion passed 7-0.

PRESENTATIONS:

Older Americans Month Proclamation: Mayor Jordan proclaimed May as Older Americans Month. Marti Galvin and Mary Wade, Senior Citizens Advisory Committee members, were present to receive the proclamation. Ms. Galvin gave brief remarks on upcoming events.

National Police Week Proclamation: Mayor Jordan proclaimed May 14-20, 2023, National Police Week.

Small Cities Month Proclamation: Mayor Jordan declared May as Small Cities Month. Ms. Pope, a Small Cities Steering Committee member, was present to accept the proclamation.

MINUTES OF COUNCIL MEETINGS:

Statement for the Record – Closed Session of April 17, 2023: Ms. Weaver moved in accordance with the General Provisions Article, Section 3-06(C)(2) of the *Annotated Code of Public General Laws of Maryland*, the minutes of tonight's meeting reflect that Council met in closed session on Monday, April 17, 2023, at 6:48 pm, in the Library of the Municipal Building. Council held this closed meeting in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland: to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting was to consider a personnel matter over which this public body has jurisdiction regarding the candidates for the City Manager position.

Vote to close the session:

|             | Yes | No | Abstain | Absent |
|-------------|-----|----|---------|--------|
| Mr. Byrd    | X   |    |         |        |
| Ms. Davis   | X   |    |         |        |
| Mr. Gordon  | X   |    |         |        |
| Ms. Pope    | X   |    |         |        |
| Mr. Roberts |     |    |         | X      |

|              |   |  |  |  |
|--------------|---|--|--|--|
| Ms. Weaver   | X |  |  |  |
| Mayor Jordan | X |  |  |  |

The following staff member were in attendance: Dawane Martinez, Director of Human Resources, and Bonita Anderson, City Clerk (left at 6:49 pm).

Other attendees include Yolanda Howze (Baker Tilly – Search Firm).

Council took the following actions during this session: Selecting candidates for virtual interviews.

Ms. Pope seconded Ms. Weaver’s motion to go into a Closed Session.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - No  
Ms. Weaver - Yes  
Mayor Jordan - Yes

#### ADMINISTRATIVE REPORTS:

Mr. George announced that the request for proposal (RFP) for a Diversity, Equity, and Inclusion (DEI) Audit was issued and will be due at the end of May. Mayor Jordan suggested the audit results be shared with the Reparations Committee.

Mayor Jordan inquired about extending some of the American Rescue Plan Act (ARPA) program deadlines. He also displayed a picture of the finished Youth Center gym floor and the wall repair by the swimming pool.

Ms. Davis expressed she was very happy to see the 18 trees the Department of Public Works planted along Hanover Parkway.

#### LEGISLATION:

An Ordinance to Amend Article I "In General," Section 13 "Early Voting" of Chapter 8, "Elections" of the Greenbelt City Code: Mayor Jordan read the agenda comments.

Ms. Davis introduced the ordinance for second reading and adoption.

Mr. Gordon seconded the motion.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes



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

The ordinance was declared adopted (Ordinance No. 1388, Book 12).

An Ordinance of the Council of the City of Greenbelt Amending Chapter 10, "Licenses, Permits, and Miscellaneous Business Regulations" of the Greenbelt City Code, to Add Article VII, "Disposable Plastic Bags" to Prohibit a Retail Establishment from Providing a Plastic Carryout Bag to Customers, To Require a Retail Establishment to Charge at Least Ten Cents for Each Paper and Reusable Carryout Bag Provided to Customers and to Provide a Penalty for Violation: Mayor Jordan read the agenda comments.

Ms. Weaver introduced for first reading.

#### OTHER BUSINESS:

7010 Greenbelt Road Detailed Site Plan: Mayor Jordan read the agenda comments. Ms. Pope moved for the City Council to conditionally support the Detailed Site Plan for 7010 Greenbelt Road with the eighteen (18) conditions outlined in the staff's revised memorandum dated May 1, 2023. Mr. Gordon seconded the motion. Ms. Davis moved to add #19 Public Art to the conditions. Mayor Jordan seconded Ms. Davis's motion. The motion passed 6-1. (Mr. Roberts)

MEETINGS: Council approved the meeting calendar and suggested changes to the 2023 meeting schedule.

Mayor Pro Tem Weaver moved the City Council schedule a closed session on Thursday, May 11, 2023, at 6:30 pm to be held virtually to interview the candidates for the City Manager's position.

Ms. Davis seconded the motion.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - No  
Ms. Weaver - Yes  
Mayor Jordan - Yes

#### COUNCIL ACTIVITIES:

- Greenbelt Business Conference – Ms. Weaver and Mr. Gordon attended the conference
- Four Cities Meeting – Ms. Weaver, Ms. Pope attended in-person, and Ms. Davis attended the meeting virtually
- Cookies at the Bridge – Ms. Weaver attended
- Springhill Lake Elementary School stream clean-up – Ms. Pope and Ms. Weaver participated

- Metro Better Bus Experience Roadshow at Greenbelt Station – Ms. Weaver attended
- Forest Preserve Anniversary Year Event - Bird Walk – Ms. Weaver participated
- New Deal Café Annual Member Meeting – Ms. Weaver attended the meeting
- Artful Afternoon/Art Studio Open House – Ms. Weaver attended the Open House
- Forest Preserve Trail Erosion Informational Walk – Mayor Jordan and Ms. Weaver participated
- Sheriff Carr's Roundtable – Mr. Gordon attended the Roundtable
- Firefighter for a Day Training – Mr. Gordon and Ms. Weaver both attended
- Greenbelt Fire Department Banquet Awards – Ms. Weaver, Mr. Gordon, and Ms. Pope attended the Awards Banquet
- District 22 Legislative Team Recap – Mayor Jordan, Ms. Weaver, and Mr. Gordon attended the Legislative Recap
- Berwyn Heights Day – Mayor Jordan, Ms. Weaver, and Mr. Gordon attended
- Job Fair at Beltway Plaza – Mayor Jordan, Ms. Weaver, and Mr. Gordon attended the Job Fair
- Beltway Plaza Mall Fashion Show – Mayor Jordan, Ms. Weaver, and Mr. Gordon attended the Fashion Show
- The Space Comic Book Day – Mayor Jordan, Ms. Weaver, and Mr. Gordon attended the event
- Sustainable Maryland Certified Executive Committee meeting – Ms. Davis attended the meeting
- MML Legislative Webinar – Ms. Davis participated in the Legislative webinar
- PGCMA Legislative Committee – Ms. Davis attended the meeting
- NLC EENR Committee meeting – Ms. Davis attended the meeting

COUNCIL REPORTS: None.

ADJOURNMENT: A motion to adjourn the meeting was made by Ms. Davis and seconded by Mr. Gordon. The motion carried 7-0. The Mayor adjourned the regular meeting on May 8, 2023, at 9:23 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 May 8, 2023.

Emmett V. Jordan  
Mayor

OPEN SESSION OF THE GREENBELT CITY COUNCIL held Thursday, May 11, 2023, to conduct interviews for the City Manager position.

Mayor Jordan called the meeting to order at 6:38 pm. The meeting was held virtually via Zoom.

Roll call was answered by Councilmembers Judith F. Davis, Ric Gordon, Kristen Weaver, and Mayor Emmett V. Jordan.

Councilmembers Colin A. Byrd, Silke I. Pope, and Rodney M. Roberts were absent during the roll call.

Staff members present were Dawane Martinez, Human Resources Director, and Bonita Anderson, City Clerk.

Mayor Jordan announced the Special Meeting is being held to conduct interviews for the City Manager position.

#### Closed Session

Ms. Weaver moved that the City Council go into Closed Session in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting is to consider a personnel matter over which this public body has jurisdiction regarding candidate interviews for the City Manager position.

Mr. Gordon seconded the motion to go into a Closed Session.

|            |              |   |        |
|------------|--------------|---|--------|
| ROLL CALL: | Mr. Byrd     | - | Absent |
|            | Ms. Davis    | - | Yes    |
|            | Mr. Gordon   | - | Yes    |
|            | Ms. Pope     | - | Absent |
|            | Mr. Roberts  | - | Absent |
|            | Ms. Weaver   | - | Yes    |
|            | Mayor Jordan | - | Yes    |

The motion passed 4-0.

Mr. Martinez locked the Zoom meeting. Ms. Anderson left the meeting at 6:41 pm.

Respectfully submitted,

Bonita Anderson  
City Clerk

OPEN SESSION OF THE GREENBELT CITY COUNCIL held Saturday, May 13, 2023, to conduct interviews for the City Manager position.

Mayor Jordan called the meeting to order at 8:35 am (EST). The meeting was held virtually via Zoom.

Roll call was answered by Councilmembers Colin A. Byrd, Judith F. Davis, Ric Gordon, Silke I. Pope, Kristen Weaver, and Mayor Emmett V. Jordan.

Councilmembers Rodney M. Roberts was absent due to technical difficulties.

Staff members present were Dawane Martinez, Human Resources Director, and Bonita Anderson, City Clerk.

Mayor Jordan announced the Special Meeting is being held to conduct interviews for the City Manager position.

#### Closed Session

Ms. Weaver moved that the City Council go into Closed Session in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of this meeting is 1) to consider a personnel matter over which this public body has jurisdiction regarding candidate interviews for the City Manager position.

Ms. Pope seconded the motion to go into a Closed Session.

|            |              |   |                                        |
|------------|--------------|---|----------------------------------------|
| ROLL CALL: | Mr. Byrd     | - | Yes                                    |
|            | Ms. Davis    | - | Yes                                    |
|            | Mr. Gordon   | - | Yes                                    |
|            | Ms. Pope     | - | Yes                                    |
|            | Mr. Roberts  | - | Absent (due to technical difficulties) |
|            | Ms. Weaver   | - | Yes                                    |
|            | Mayor Jordan | - | Yes                                    |

The motion passed 6-0.

Mr. Martinez locked the Zoom meeting. Ms. Anderson left the meeting at 8:37 am (EST).

Respectfully submitted,

Bonita Anderson  
City Clerk

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held May 22, 2023.

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

ROLL CALL was answered by Councilmembers Colin A. Byrd (virtual), Judith F. Davis (virtual), Brandon R. Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO PRESENT were Timothy George, Interim City Manager; Debi Sandlin, Interim Assistant City Manager; Greg Varda, Recreation Director; Dr. Luísa Robles, Sustainability Coordinator and Bonita Anderson, City Clerk were in person. Bertha Gaymon, City Treasurer; Richard Bowers, Police Chief; Timothy White, Deputy Chief; and Brian Kim, Assistant Director of Public Works, were virtual.

Mayor Jordan asked for a moment of silence in honor of resident Barry Moien and former residents Barbara Crammer and Azora Hemminger-Swift.

Mr. Gordon then led the pledge of allegiance to the flag.

#### PETITIONS AND REQUESTS:

Peggy Higgins, a resident, announced 814 signatures were obtained for the referendum petition regarding the City Manager's residency City Charter amendment.

Rick Ransom, a resident, expressed his view on the process of amending the City Charter and Code by the City Council.

Bill Orleans, a resident, acknowledged the response received via email from Timothy George, Interim City Manager, about his petitions from previous Council meetings and suggested the answer needed to be more satisfactory.

CONSENT AGENDA: Mayor Pro Tem requested item #20, Meetings, be removed from the consent agenda. Ms. Pope moved to approve the consent agenda as amended. Mr. Gordon seconded the motion. The motion passed 7-0.

Council thereby took the following actions:

#### MINUTES OF COUNCIL MEETINGS:

Work Session, December 7, 2022  
Work Session, December 14, 2022  
Interview, December 5, 2022  
Interview, February 13, 2023  
Public Hearing, March 23, 2023  
Approved as presented.

STAKEHOLDERS LIST: City Council approved the stakeholder list.

APPROVAL OF AGENDA: Mayor Jordan moved to amend the agenda by adding #22, Amending the Tennis Court Surfacing Contract, and #23, Jill Grant and Associates' Response to the Opposition of Amicus Brief about the Proposed Maglev Project. It was moved by Mayor Jordan and seconded by Mayor Pro Tem Weaver for the agenda to be approved as amended. The motion passed 7-0.

PRESENTATIONS:

Public Works Week Proclamation: Mayor Jordan recognized May 21-27, 2023, as Public Works Week. Dr. Luisa Robles, Sustainability Coordinator, was present to receive the proclamation on behalf of the department.

Jewish American Heritage Month Proclamation: Mayor Jordan recognized May as Jewish American Heritage Month. Dr. Joanie Cohen, Mishkan Torah Synagogue President, was present to accept the proclamation.

SPECIAL ORDER: Mayor Jordan special ordered item #7d. Public Hearings on the proposed FY 2024 Budget/Constant Yield Tax Rate to be the next item of business. Mr. Gordon seconded. The motion passed 7-0.

PUBLIC HEARINGS:

Proposed FY 2024 Budget: Mayor Jordan read the agenda comments. He then announced the Meeting was recessed for the public hearing at 7:59 pm.

Dawn Warner, a resident, expressed concerns about the tax increase and recommended the City Council revisit the proposed tax increase.

Lore Rosenthal, a resident, spoke about the Constant Yield Tax rate and clarified that the City was maintaining the current tax rate.

Bill Orleans, a resident, noted the ARPA expenditures and remarked the funding should be allocated for social service programs.

Mayor Jordan read into the record a letter from Jeff Warner, a resident, requesting the City Council not increase the tax rate.

Constant Yield Tax Rate: Mayor Jordan announced a notice on the Constant Yield Tax Rate had been published in accordance with State law. Mayor Jordan announced the City's tax rate would be set at the June 5, 2023, regular meeting in the Council Room of the Municipal Building.

The Meeting reconvened at 8:19 pm.

Update on ARPA Grant Programs: Mayor Jordan read the agenda comments. Debi Sandlin, Interim Assistant City Manager, was present to answer questions about the status of the grant and assistance programs. In addition, she provided an update of the 14 ARPA grant and assistance

programs and explained the programs are focused on helping Greenbelt families, small businesses, and nonprofit organizations still recovering from the negative impacts of the COVID-19 pandemic.

The grant and assistance programs created with the allocation of \$5.8 million in ARPA funds include:

- Childcare Voucher Assistance
- Business Capital Infrastructure Grant
- Business Improvement Recovery Fund, Round III
- Education Scholarship Grant
- GHI First-Time Homebuyers Mortgage Assistance Grant
- Greenbelt First-Time Homebuyers Mortgage Assistance Grant
- Healthcare Voucher program
- Nonprofit Grants
- Micro Grants
- Tree Canopy Grants
- Workforce Development Scholarship program
- HOA/Rental & Utility Assistance
- Mortgage/HOA/Co-op Fee Assistance
- Nonprofit Food Assistance

MINUTES OF COUNCIL MEETINGS: None.

ADMINISTRATIVE REPORTS:

Mr. George shared with the City Council the information in the weekly report.

LEGISLATION:

An Ordinance of the Council of The City of Greenbelt Amending Chapter 10, "Licenses, Permits, and Miscellaneous Business Regulations" of the Greenbelt City Code, To Add Article VII, "Disposable Plastic Bags" to Prohibit a Retail Establishment from Providing a Plastic Carryout Bag to Customers, to Require a Retail Establishment to Charge At Least Ten Cents for Each Paper and Reusable Carryout Bag Provided to Customers and To Provide a Penalty for Violation:  
Mayor Jordan read the agenda comments.

Mayor Pro Tem Weaver introduced the ordinance for second reading and adoption.

Ms. Pope seconded the motion.

Mr. Gordon amended the ordinance to change the cost per bag from 10 cents to 5 cents. Ms. Pope seconded the motion. Mr. Gordon suggested the City offer free bags to residents for a short period of time.

Mayor Jordan indicated the language in the ordinance is similar to neighboring jurisdictions and the County.

Ms. Pope suggested grocery stores push an initiative to provide reusable bags. Mr. Byrd supported Mr. Gordon's suggestion regarding the reusable bag giveaway. Mr. Gordon withdrew his motion.

Ms. Weaver moved to amend the ordinance to make as the effective date January 1, 2024. Mr. Gordon seconded the motion.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - No  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - Yes  
Ms. Weaver - Yes  
Mayor Jordan - Yes

The ordinance was declared adopted (Ordinance 1389, Book 12).

#### OTHER BUSINESS:

Forest Preserve Advisory Board Report (FPAB) #2023-01 – Northway Trailhead Erosion: Mayor Jordan read the agenda comments. Ms. Davis moved the City Council accept the FPAB's recommendations for the City Council to instruct Public Works to work with volunteers to close two short sections of the trail and reroute them to avoid steep inclines and to align the new trail to shed water, minimize erosion and reduce the need for maintenance. It was recommended the new trails and trail closures should be marked with temporary signage.

Ms. Pope seconded Ms. Davis's motion to accept the FBAB's recommendations. The motion passed 6-1. (Mr. Roberts)

Mr. Byrd left the Meeting at 9:51 pm.

Award of Contract Recommendation – Buddy Attick Park Master Plan: Mayor Jordan read the agenda comments. Ms. Weaver made a motion for the City Council to award Mayhan Rykiel Associates (MRA) the Buddy Attick Park Master Plan project not to exceed \$49,970.

Ms. Pope seconded the motion. The motion passed 5-1. (Mr. Roberts)

Award of Contract Recommendation – Municipal Building, Youth Center HVAC Upgrades: Mayor Jordan read the agenda comments. Ms. Pope moved for the City Council to approve the purchase of mechanical installation/HVAC replacement to Adrian L. Merton Incorporated for \$96,374.00 and Quality Control Program Management services to CPJ & Associates for \$12,600.000, for a total of \$108,974.00.



Mr. Gordon seconded the motion. The motion passed 6-0.

Award of Purchase – Police Mobile Data Computers (MDCs): Mayor Jordan read the agenda comments. Ms. Pope moved for the City Council that Council approve the purchase of ten (10) Panasonic Toughbook FZ-55 computers from Front Line Mobile Tech under GSA contract Schedule 70 #47QTCA19D00MM, at a total cost of \$32,870.00. Ms. Weaver seconded the motion. The motion passed 6-0.

Meeting Hiatus in the Second Half of July: Mayor Jordan read the agenda comments. Ms. Weaver moved for the City Council to not hold any meetings the last two weeks of July and the first week of August. Ms. Davis did not favor three weeks but agreed with the last two weeks in July. Ms. Weaver amended the motion not to include the first week in August. Ms. Pope accepted the amendment. Mr. Gordon seconded the motion as amended. The motion passed 4-2. (Mayor Jordan and Mr. Roberts)

Ms. Pope left the Meeting at 10:44 pm.

Preemption of Local Pesticide Policies in the 2023 Farm Bill: Mayor Jordan read the agenda comments. Mayor Pro Tem Weaver moved for the City Council to direct staff to draft a letter regarding the direct impact of the 2023 Farm Bill, which prohibits local government from adopting pesticide laws. Mr. Gordon seconded the motion. The motion passed 5-0.

#### COUNCIL ACTIVITIES:

- Central Maryland Transportation & Mobility Commissions Special Budget Meeting – Ms. Davis
- NLC Transportation and Infrastructure Services Committee Meeting – Ms. Weaver (virtual)
- Green Man Festival – Mayor Jordan, Ms. Weaver and Mr. Gordon
- Farmer's Market Opening Day – Ms. Weaver
- Public Safety Community Forum May 16 – Ms. Weaver, Mr. Gordon and Ms. Pope
- Public Safety Community Forum May 18th – Ms. Pope
- PGCMA Meeting – Mayor Jordan (virtual), Ms. Weaver and Mr. Gordon in-person
- Celebration of Spring Event at SHL Recreation Center – Ms. Weaver and Mr. Gordon
- Arts Advisory Board Arts Mixer – Mayor Jordan, Ms. Weaver and Mr. Gordon
- Connecting Across Greenbelt: Breaking Barriers, Building Bridges Event at SHL Recreation Center – Mayor Jordan, Ms. Weaver and Ms. Gordon
- Speak UP – Speak OUT – Speak LOUD Youth Workshop at Greenbelt Recreation Center – Mayor Jordan and Mr. Gordon
- MWCOC Board Meeting – Mayor Jordan
- NLC First Tier Suburbs Presentation – Mayor Jordan
- Greenbelt Elementary School Spring Fest – Mayor Jordan and Ms. Weaver
- NLC Board Meeting – Mayor Jordan
- Transportation Planning Board Meeting – Mayor Jordan
- Bike to Work Day Event – Mayor Jordan and Ms. Weaver

- St. Hugh's Sodality Tea – Mayor Jordan
- MWCOG Audit Committee Kickoff Meeting – Mayor Jordan

COUNCIL REPORTS: None.

MEETINGS: Council reviewed the upcoming meeting schedule.

Special Meeting/Closed Session: Ms. Weaver made a motion in accordance with the General Provisions Article, Section 3-306(c)(2) of the *Annotated Code of Public General Laws of Maryland*, Council schedule a Special Meeting/Closed Session on Thursday, May 25, 2023, at 7:30 pm in the Library of the Municipal Building. Council will hold this closed Meeting in accordance with the General Provisions Article 3-305(b)(1) of the *Annotated Code of Public General Laws of Maryland* to discuss the candidates for the City Manager position.

Mr. Gordon seconded the motion.

|            |              |          |
|------------|--------------|----------|
| ROLL CALL: | Mr. Byrd     | - Absent |
|            | Ms. Davis    | - Yes    |
|            | Mr. Gordon   | - Yes    |
|            | Ms. Pope     | - Absent |
|            | Mr. Roberts  | - No     |
|            | Ms. Weaver   | - Yes    |
|            | Mayor Jordan | - Yes    |

Special Meeting/Closed Session: Ms. Weaver made a motion in accordance with the General Provisions Article, Section 3-306(c)(2) of the *Annotated Code of Public General Laws of Maryland*, Council schedule a Special Meeting/Closed Session on Wednesday, June 14, 2023, immediately following the Work Session in the Library of the Municipal Building. Council will hold this closed Meeting in accordance with the General Provisions Article 3-305(b)(1) of the *Annotated Code of Public General Laws of Maryland* to discuss the City Manager evaluation.

Mr. Gordon seconded the motion.

|            |              |          |
|------------|--------------|----------|
| ROLL CALL: | Mr. Byrd     | - Absent |
|            | Ms. Davis    | - Yes    |
|            | Mr. Gordon   | - Yes    |
|            | Ms. Pope     | - Absent |
|            | Mr. Roberts  | - No     |
|            | Ms. Weaver   | - Yes    |
|            | Mayor Jordan | - Yes    |

Amending the Tennis Court Surfacing Contract: Mayor Jordan read the agenda comments. Ms. Weaver moved for the City Council to approve \$38,101 for the resurfacing project. Mr. Gordon seconded the motion. The motion passed 5-0.

Jill Grant and Associates Response to the Opposition of Amicus Brief about the Proposed Maglev Project: Mayor Jordan noted the Council received an email from Ms. Grant to file a response to the amicus brief. Ms. Davis moved to accept Jill Grant's request. Mr. Gordon seconded the motion. The motion passed 5-0.

ADJOURNMENT: A motion to adjourn the Meeting was made by Ms. Davis and seconded by Mr. Gordon. The motion carried 5-0. The Mayor adjourned the Regular Meeting of May 22, 2023, at 10:58 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 May 22, 2023.

Emmett V. Jordan  
Mayor

*WORK SESSION OF THE GREENBELT CITY COUNCIL held Monday, May 24, 2023, for the purpose of interviewing a candidate for a City Advisory Group.*

*The meeting began at 7:08 p.m. and was held in the Municipal Building Library.*

*Councilmembers Present: Ric Gordon, Silke I. Pope, Kristen L. K. Weaver, and Mayor Emmett V. Jordan.*

*Councilmembers Absent: Colin A. Byrd, Judith F. Davis (illness), and Rodney M. Roberts.*

*Staff Present: Shaniya Lashley-Mullen, Assistant to the City Clerk.*

*Maxine Morrison was interviewed for appointment to the Advisory Committee on Education, the Advisory Planning Board, the Board of Elections, and the Community Relations Advisory Board.*

*The meeting was adjourned at 7:21 p.m.*

*Respectfully submitted,*

*Shaniya Lashley-Mullen  
Assistant to the City Clerk*

OPEN SESSION OF THE GREENBELT CITY COUNCIL held Thursday, May 25, 2023, to discuss the candidates for the City Manager position.

Mayor Jordan called the meeting to order at 7:31 pm. The meeting was held virtually via Zoom.

Roll call was answered by Councilmembers Colin A. Byrd, Judith F. Davis (virtual), Ric Gordon, Silke I. Pope, Rodney M. Roberts, Kristen Weaver, and Mayor Emmett V. Jordan.

Staff members present were: Bonita Anderson, City Clerk (virtual).

Mayor Jordan announced the reason for the Special Meeting is to discuss the candidates for the City Manager position.

#### Closed Session

Ms. Weaver moved for the City Council go into Closed Session in accordance with Section 3-305(b)(1) of the General Provisions Article of the Annotated Code of the Public General Laws of Maryland; 1) discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; any other personnel matter that affects one or more specific individuals.

The purpose of the meeting is to consider a personnel matter over which this public body has jurisdiction to discuss the candidates for the City Manager position.

Ms. Pope seconded Ms. Weaver's motion to go into a Closed Session.

|            |              |   |     |
|------------|--------------|---|-----|
| ROLL CALL: | Mr. Byrd     | - | Yes |
|            | Ms. Davis    | - | Yes |
|            | Mr. Gordon   | - | Yes |
|            | Ms. Pope     | - | Yes |
|            | Mr. Roberts  | - | No  |
|            | Ms. Weaver   | - | Yes |
|            | Mayor Jordan | - | Yes |

The motion passed 6-1.

Ms. Anderson left the meeting at 7:33 pm.

Respectfully submitted,

Bonita Anderson  
City Clerk

REGULAR MEETING OF THE GREENBELT CITY COUNCIL held Monday, June 5, 2023.

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

ROLL CALL was answered by Councilmembers Colin A. Byrd (virtual), Judith F. Davis (virtual), Brandon R. Gordon, Silke I. Pope, Rodney M. Roberts, Kristen L.K. Weaver, and Mayor Emmett V. Jordan.

ALSO, PRESENT were Timothy George, Interim City Manager; Debi Sandlin, Interim Assistant City Manager (virtual); Bertha Gaymon, City Treasurer; Richard Bowers, Police Chief; Timothy White, Deputy Chief; Terri Hruby, Planning Director; Kevin Driscoll-Carpenter, Environmental Coordinator; Jamarie Spencer, Public Information Producer; and Bonita Anderson, City Clerk.

Mayor Jordan asked for a moment of silence in honor of those who have recently passed from gun violence.

Mr. Byrd then led the Pledge of Allegiance to the Flag.

#### PETITIONS AND REQUESTS:

Bill Orleans, a Greenbelt resident, requested the City Solicitor attend a Council meeting to address his concerns about an action taken during a closed session. Mr. Orleans stated the City Solicitor's response to his request was not satisfactory. He also asked the City Council to inquire with Greenbelt Station at Franklin Park about the homeless population survey they had conducted. He insisted Ms. Knight stated the survey showed the increase in the homeless population was due to people coming from outside of Greenbelt.

Lore Rosenthal, a Greenbelt resident, expressed her gratitude to the Public Information Office for promoting events within the City and County. Ms. Rosenthal wanted to clarify she is no longer affiliated with any community groups as referenced in recent articles on the Plastic Bag Ban. She stressed the legislation being put forward for Council's consideration was the result of GreenACES and staff's recommendations. Ms. Rosenthal inquired about the status of the City Manager position and stated she supported the petition to have the City's residency requirement for the City Manager to live in the City be placed on the ballot as a referendum during the November 2024 election.

CONSENT AGENDA: It was moved by Ms. Pope and seconded by Mr. Gordon to approve the consent agenda. The motion passed 7-0.

Council thereby took the following actions:

#### MINUTES OF COUNCIL MEETINGS

Work Session – August 24, 2020  
Regular Meeting – October 12, 2020  
Work Session – December 5, 2022  
Interview – May 24, 2023

Approved as presented.

Meetings: Council approved the meetings list.

Stakeholders: Council approved the stakeholder list.

Board of Appeals Variance Resolution 22-008-V: Council adopted the Board of Appeals Resolution permitted under the City Code.

APPROVAL OF AGENDA: It was moved by Ms. Pope and seconded by Ms. Weaver. The motion passed 7-0.

#### PRESENTATIONS:

Promotion – Deputy Chief Timothy White: Chief Bowers introduced Greenbelt’s Deputy Chief Timothy White to the City Council. Chief Bowers provided opening remarks about Deputy Chief White. In recognition of White’s promotion, his son Tyler was present to pin on his oak leaf. Deputy Chief White delivered remarks and expressed his gratitude to his colleagues.

Chesapeake Bay Awareness Week: Mayor Jordan designated the second week of June as Chesapeake Bay Awareness Week. Kevin Carpenter-Driscoll accepted the proclamation.

Peace Month Proclamation: Mayor Jordan declared June as Peace Month. Alexander Barnes, Sr. accepted the proclamation on behalf of the Prince George’s Peace and Justice Coalition.

Pride Month Proclamation: Mayor Jordan declared June as Pride Month. Shaymar Higgs and Michael Hartman accepted the proclamation.

#### MINUTES OF COUNCIL MEETINGS:

Statement for the Record – Closed Session of May 10, 2023: Ms. Weaver moved in accordance with the General Provisions Article, Section 3--06(C)(2) of the *Annotated Code of Public General Laws of Maryland*, the minutes of tonight's Meeting reflect the Council met in closed session on Wednesday, May 10, 2023, at 8:50 pm, in Council Chambers and at 25 Crescent Road ad via Zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(7) 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 this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and 2) to consult with counsel to obtain legal advice on a legal matter.

The purpose of this meeting was to discuss the performance evaluation of the Interim City Manager and to obtain legal advice about a legal matter.

Vote to close the session:

|              | Yes | No | Abstain | Absent |
|--------------|-----|----|---------|--------|
| Mr. Byrd     |     |    |         | X      |
| Ms. Davis    | X   |    |         |        |
| Mr. Gordon   | X   |    |         |        |
| Ms. Pope     | X   |    |         |        |
| Mr. Roberts  |     | X  |         |        |
| Ms. Weaver   | X   |    |         |        |
| Mayor Jordan | X   |    |         |        |

Staff members in attendance: Dawane Martinez (8:50 - 9:14 p.m.); Jason DeLoach (9:16-) Richard Bowers (9:18-).

Other individuals in attendance: None

Council took the following actions during this session: Chose June 12, 2023, for the Interim City Manager evaluation; and asked Mr. DeLoach to draft a letter regarding the legal matter.

Ms. Pope seconded the motion by Ms. Weaver stating the Council had a Closed Session on May 10, 2023.

ROLL CALL: Mr. Byrd - Abstain  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - Yes  
Ms. Weaver - Yes  
Mayor Jordan - Yes

Statement for the Record – Closed Session of May 11, 2023: Ms. Weaver moved in accordance with the General Provisions Article, Section 3--06(C)(2) of the *Annotated Code of Public General Laws of Maryland*, the minutes of tonight's Meeting reflect that Council met in closed session Thursday, May 11, 2023, at 6:41 pm, virtually via Zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(7) 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 this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and 2) to consult with counsel to obtain legal advice on a legal matter.

The purpose of this meeting was to discuss the appointment of the City Manager.

Vote to close the session:



|              | Yes | No | Abstain | Absent |
|--------------|-----|----|---------|--------|
| Mr. Byrd     |     |    |         | X      |
| Ms. Davis    | X   |    |         |        |
| Mr. Gordon   | X   |    |         |        |
| Ms. Pope     |     |    |         | X      |
| Mr. Roberts  |     |    |         | X      |
| Ms. Weaver   | X   |    |         |        |
| Mayor Jordan | X   |    |         |        |

The following staff members were in attendance: Dawane Martinez (until 7:00 pm), Bonita Anderson (until 6:41 pm).

Other individuals in attendance: Yolanda Howze, Baker Tilly.

Council took the following actions during this session: None.

Mr. Gordon seconded the motion made by Ms. Weaver to go into a Closed Session on May 11, 2023.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Abstain  
Mr. Roberts - No  
Ms. Weaver - Yes  
Mayor Jordan - Yes

Statement for the Record – Closed Session of May 13, 2023: Ms. Weaver moved in accordance with the General Provisions Article, Section 3--06(C)(2) of the *Annotated Code of Public General Laws of Maryland*, the minutes of tonight's Meeting reflect Council met in closed session Saturday, May 13, 2023, at 8:37 am, virtually via Zoom. Council held this closed meeting in accordance with Section 3-305(b)(1)(7) 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 this public body has jurisdiction; any other personnel matter that affects one or more specific individuals; and 2) to consult with counsel to obtain legal advice on a legal matter.

The purpose of this meeting was to discuss the appointment of the City Manager.

Vote to close the session:

|              | Yes | No | Abstain | Absent |
|--------------|-----|----|---------|--------|
| Mr. Byrd     | X   |    |         |        |
| Ms. Davis    | X   |    |         |        |
| Mr. Gordon   | X   |    |         |        |
| Ms. Pope     | X   |    |         |        |
| Mr. Roberts  |     |    |         | X      |
| Ms. Weaver   | X   |    |         |        |
| Mayor Jordan | X   |    |         |        |

The following staff members were in attendance: Dawane Martinez (until 9:00 am); Bonita Anderson (until 8:37 am EST) (7:37 am CST).

Other individuals in attendance: Yolanda Howze, Baker Tilly (until 12:51 pm).

Council took the following actions during this session: None.

Ms. Pope seconded the motion made by Ms. Weaver to go into a Closed Session on May 13, 2023.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - No  
Ms. Weaver - Yes  
Mayor Jordan - Yes

#### ADMINISTRATIVE REPORTS:

Mr. George highlighted recent staff activities including focusing their efforts on preparing the proposed budget for this meeting. He also noted staff is continuing to work on and implement ARPA projects and remarked the Recreation Department is in the process of ramping up for summer camps. Additionally, he expressed his gratitude to the Public Works and Police Departments for their assistance with the past weekend events. Ms. Pope also expressed her appreciation to the Public Works Department on behalf of the Springhill Lake Elementary School for providing chairs for the 5th-grade promotion on such short notice.

#### LEGISLATION:

FY 2024 Budget Adoption: Mayor Jordan read the agenda comments. Ms. Gaymon noted the memorandum provided a breakdown of the changes to the proposed budget.

Mayor Jordan indicated the changes in revenue resulted in an increase of \$186,300 to the General Fund Budget. The final total for the General Fund revenue is \$36,082,900.

The City Council decided to read each of the changes and vote to approve them at the departmental

level.

| Account | Description                       | From                | To                  | Change           |
|---------|-----------------------------------|---------------------|---------------------|------------------|
| 442118  | Maryland State Arts Grant         | \$44,700            | \$50,700            | \$6,000          |
| 442102  | Youth Services Bureau Grant       | \$80,000            | \$105,000           | \$25,000         |
| 442127  | SASS Grant                        | \$80,000            | \$160,200           | \$80,200         |
| 443127  | School Resource Officer           | \$80,000            | \$140,000           | \$60,000         |
| 441114  | Service Coordinator               | \$78,000            | \$91,800            | \$13,800         |
| 480406  | GRH Service Coordinator           | \$27,700            | \$29,000            | \$1,300          |
|         | <b>Total General Fund Revenue</b> | <b>\$35,896,600</b> | <b>\$36,082,900</b> | <b>\$186,300</b> |

Ms. Davis moved the following changes to **General Fund Revenues**. Ms. Weaver seconded the motion; the motion passed 7-0.

| <b>Total General Government, read by Mayor Jordan</b> |                |                    |                    |                 |
|-------------------------------------------------------|----------------|--------------------|--------------------|-----------------|
|                                                       | Description    | From               | To                 | Change          |
| <b>110</b>                                            | Council        | \$187,200          | \$199,700          | \$12,500        |
| <b>120</b>                                            | Administration | \$1,197,400        | \$1,227,400        | \$30,000        |
| <b>Total General Government</b>                       |                | <b>\$4,881,400</b> | <b>\$4,923,900</b> | <b>\$42,500</b> |

Ms. Pope moved the following changes to **General Fund Expenditures**. Mr. Gordon seconded the motion; the motion passed 7-0.

| <b>Planning – Community Development read by Ms. Weaver</b> |                   |                     |                     |                  |
|------------------------------------------------------------|-------------------|---------------------|---------------------|------------------|
|                                                            | Description       | From                | To                  | Change           |
| <b>Total Planning &amp; Community Development</b>          |                   | <b>\$1,405,500</b>  | <b>\$1,405,500</b>  | <b>\$0</b>       |
| <b>Public Safety read by Ms. Weaver</b>                    |                   |                     |                     |                  |
|                                                            | Description       | From                | To                  | Change           |
| 310                                                        | Add Axon Contract | \$0                 | \$138,100           | \$138,100        |
| <b>Total Public Safety</b>                                 |                   | <b>\$11,414,900</b> | <b>\$11,553,000</b> | <b>\$138,100</b> |

Mr. Byrd moved the following changes to **Public Safety**. Ms. Pope seconded the motion; the motion passed 7-0.

| <b>Public Works read by Ms. Weaver</b> |                                                              |             |             |          |
|----------------------------------------|--------------------------------------------------------------|-------------|-------------|----------|
|                                        | Description                                                  | From        | To          | Change   |
| 410-524901                             | Tools                                                        | \$1,744,500 | \$1,746,000 | \$1,500  |
| 420-524901                             | Tools                                                        | \$394,200   | \$392,700   | 500      |
| 440-524901                             | Street Maintenance – Tool - \$1000 \$ Landscaping - \$10,000 | \$1,188,400 | \$1,199,400 | \$11,000 |

|                           |                    |                    |                 |
|---------------------------|--------------------|--------------------|-----------------|
| <b>Total Public Works</b> | <b>\$4,573,400</b> | <b>\$4,586,400</b> | <b>\$13,000</b> |
|---------------------------|--------------------|--------------------|-----------------|

Mayor Jordan moved the following changes to **Public Works**. Ms. Pope seconded the motion; the motion passed 6-1. (Mr. Roberts).

| <b>Greenbelt CARES, read by Ms. Davis.</b> |                     |                    |                    |                    |
|--------------------------------------------|---------------------|--------------------|--------------------|--------------------|
|                                            | <b>Description</b>  | <b>From</b>        | <b>To</b>          | <b>Change</b>      |
| 520-58                                     | Community Relations | \$550,600          | \$414,600          | (\$136,000)        |
| 530-38                                     | Communication       | \$91,000           | \$120,800.         | \$29,800           |
| <b>Total CARES</b>                         |                     | <b>\$1,712,500</b> | <b>\$1,606,300</b> | <b>(\$112,000)</b> |

Ms. Davis moved the following changes to **Greenbelt CARES**. Mr. Gordon seconded the motion; the motion passed 7-0.

| <b>Recreation and Parks ready by Ms. Davis</b> |                                 |                    |                    |                    |
|------------------------------------------------|---------------------------------|--------------------|--------------------|--------------------|
|                                                | <b>Description</b>              | <b>From</b>        | <b>To</b>          | <b>Change</b>      |
| 670-33                                         | Insurance                       | \$0                | \$200              | \$200              |
| 700-524901                                     | Tools (from Public Works)       | \$18,500           | \$20,500           | \$2000             |
| <b>General Summary</b>                         | <b>Formula Error in Summary</b> | <b>(209,400)</b>   | <b>\$0</b>         | <b>(\$209,400)</b> |
| <b>Total Recreation</b>                        |                                 | <b>\$7,659,600</b> | <b>\$7,452,400</b> | <b>(\$207,200)</b> |

Ms. Davis moved the following changes to **Recreation and Parks**. Mayor Jordan seconded the motion; the motion passed 7-0.

| <b>Miscellaneous - Grants &amp; Contributions read by Ms. Pope</b> |                           |                  |                  |                 |
|--------------------------------------------------------------------|---------------------------|------------------|------------------|-----------------|
|                                                                    | <b>Description</b>        | <b>From</b>      | <b>To</b>        | <b>Change</b>   |
| 910-69                                                             | Grants Refugee Assistance | \$0              | \$20,000         | \$20,000        |
| 910-69                                                             | Change Misc.              | \$1,500          | \$16,500         | \$15,000        |
| 910-69                                                             |                           | 0                | \$5,800          | \$5,800         |
| <b>Total Grants &amp; Contributions</b>                            |                           | <b>\$281,500</b> | <b>\$322,300</b> | <b>\$40,800</b> |

Mayor Jordan moved the following changes to **Miscellaneous – Grants & Contributions**. Ms. Weaver seconded the motion; the motion passed 7-0.

| <b>Non-Departmental read by Mr. Roberts</b> |                    |                    |                    |               |
|---------------------------------------------|--------------------|--------------------|--------------------|---------------|
|                                             | <b>Description</b> | <b>From</b>        | <b>To</b>          | <b>Change</b> |
| <b>Total Non-Departmental</b>               |                    | <b>\$1,259,400</b> | <b>\$1,259,400</b> | <b>\$0</b>    |

| <b>Total Fund Transfers read by Mr. Byrd</b> |                    |             |           |               |
|----------------------------------------------|--------------------|-------------|-----------|---------------|
|                                              | <b>Description</b> | <b>From</b> | <b>To</b> | <b>Change</b> |

|                        |                          |                    |                    |                  |
|------------------------|--------------------------|--------------------|--------------------|------------------|
|                        | Building Capital Reserve | 0                  | \$50,000           | \$50,000         |
|                        | Capital Projects         | 0                  | \$250,000          | \$250,000        |
|                        | Cemetery Improvement     | 0                  | \$7,500            | \$7,500          |
| <b>Total Transfers</b> |                          | <b>\$2,630,000</b> | <b>\$2,937,500</b> | <b>\$307,500</b> |

Mayor Jordan moved the following changes to **Fund Transfers**. Ms. Davis seconded the motion; the motion passed 7-0.

|                           |                     |                     |                  |
|---------------------------|---------------------|---------------------|------------------|
| <b>Total General Fund</b> | <b>\$35,820,200</b> | <b>\$36,046,700</b> | <b>\$226,500</b> |
|---------------------------|---------------------|---------------------|------------------|

Mayor Jordan moved the following changes to **Total General Fund**. Ms. Pope seconded the motion; the motion passed 7-0.

An Ordinance to Adopt the General Fund, Building Capital Reserve Fund, Cemetery Fund, Debt Service Fund, Replacement Fund, Special Project Fund, Green Ridge House Fund, Capital Projects Fund, Community Development Block Grant Fund, and Greenbelt West Infrastructure Fund Budgets for the City of Greenbelt, Maryland, to Appropriate Funds and Establish Real Estate and Personal Property Tax Rates for the Fiscal Year 2024 Beginning July 1, 2023, and including June 30, 2024: Mayor Jordan read the agenda comments.

Ms. Pope introduced the ordinance for first reading and moved to suspend the rules to allow a second reading and passage of the ordinance during this meeting. Ms. Davis seconded the motion.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - Yes  
Ms. Weaver - Yes  
Mayor Jordan - Yes

Ms. Pope introduced the ordinance for second reading and moved for it to be adopted. Ms. Weaver seconded the motion. The motion passed 6-1.

ROLL CALL: Mr. Byrd - Yes  
Ms. Davis - Yes  
Mr. Gordon - Yes  
Ms. Pope - Yes  
Mr. Roberts - No  
Ms. Weaver - Yes  
Mayor Jordan - Yes

The ordinance was declared adopted (Ordinance No. 1390, Book 12).

## OTHER BUSINESS:

FY 2024 Program Open Space Annual Program: Mayor Jordan read the agenda comments. Ms. Pope moved that the City Council approve the City's FY 2024 Program Open Space Annual Program. Ms. Weaver seconded. The motion passed 7-0.

## COUNCIL ACTIVITIES:

- Friends with Greenbelt Museum Lecture (virtual) – Ms. Davis
- 295 Coalition Meeting (virtual) – Ms. Davis
- Presentation to Lions Club about composting – Ms. Weaver
- MWAQC Meeting – Ms. Weaver
- Springhill Lake Elementary International Night – Ms. Weaver
- Cookies at the Bridge – Mayor Jordan, Ms. Weaver, and Mr. Gordon
- Memorial Day Celebration – Mayor Jordan, Ms. Weaver, Ms. Pope, Mr. Gordon, and Mr. Byrd
- Pride Fest and March – Mayor Jordan, Ms. Weaver, Ms. Pope, and Mr. Gordon
- Greenbelt Museum Spring Open House Meet the Artist Reception at New Deal – Ms. Weaver and Mr. Gordon
- Greenbelt Concert Band – Mayor Jordan, Ms. Weaver, and Mr. Gordon
- Pride Month Flag Raising Ceremony – Mayor Jordan and Mr. Gordon
- Magnolia Elementary School Presentation to recognize Dr. Phyllis Gillens retirement – Mayor Jordan
- Memorial Services for Rabbi Jonathan Cohen – Mayor Jordan

## COUNCIL REPORTS:

ADJOURNMENT: A motion to adjourn the Meeting was made by Ms. Davis and seconded by Mr. Gordon. The motion carried 7-0. The Mayor adjourned the Regular Meeting on June 5, 2023, at 9:38 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 June 5, 2023.

Emmett V. Jordan  
Mayor

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS 45 minutes (7:45 - 8:30 pm)

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### **Subject:**

\* Forest Preserve Advisory Board Report # 2023-04 - (Greenbelt Forest Preserve Greenbriar Maintenance Request)

### **Suggested Action:**

It is recommended that Council accepts this report.

### **Attachments:**

[FPABGreenbriarReport\\_2023\\_04 \(003\).pdf](#)

[greenbriar-good\\_2023\\_04 \(003\).jpg](#)

FOREST PRESERVE ADVISORY BOARD  
REPORT TO COUNCIL

Report No. 2023-04

SUBJECT: Greenbelt Forest Preserve Greenbriar maintenance request

DATE: June 27, 2023

BACKGROUND: The Forest Preserve Advisory Board had a clean-up of Greenbriar Tract on June 3, 2023. The Public Works' Environmental Coordinator helped plan the event and provided supplies. During our clean-up we discovered lots of branches and down trees on the trails. Several local residents who participated in the event expressed concern over the blocked trails.

DISCUSSION: The middle path is significantly obstructed by two downed trees making passage impossible. This path usually has heavy use and would pose a safety hazard, if it remains in its current state. Photo attached.

RECOMMENDATION: FPAB asks Council to request that Public Works find a way to clear this obstruction, ideally by cutting a section in these two trees.





## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: Board and Committee Reports

Agenda Section: COMMUNICATIONS 45 minutes (7:45 - 8:30 pm)

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**Subject:**

\* Board of Elections Report # 2023-06 - (Mail-In Ballot Applications for Out-of-City Voters)

**Suggested Action:**

It is recommended that Council accept this report.

**Attachments:**

[BOE3188CouncilMemoFaxEmailApplications.pdf](#)

## MEMORANDUM

DATE: July 6, 2023  
TO: City Council, City of Greenbelt  
FROM: Board of Elections  
RE: Mail-In Ballot Applications  
for Out-of-City Voters

The Board of Elections hereby advises that we have tentatively decided, subject to Council approval by resolution or other appropriate action, to allow voters who are outside the City during the 30-day period before Election Day to file mail-in ballot applications by facsimile or email.

The Board is encouraging voters to submit ballots either by mail-in procedures or in person on Election Day. By late August, all Greenbelt voters registered with the County Board of Elections will be sent a mail-in ballot application. Instructions will ask voters to fill out and submit their applications “as soon as possible,” or words to that effect, though the law allows later applications. Earlier submissions will allow our vendor to send mail-in ballots early enough for voters to fill them out and submit them by Election Day.

The Election Code provides that voters “outside the continental United States for the 30-day period ending on election day” may submit mail-in applications by facsimile or email. (The ballots themselves must still be submitted to City government in person or by U.S. mail.)

To increase voter convenience, the Board of Elections will be advising voters in the mail-in instructions that they may submit applications by facsimile or email if they “will be continuously outside the City for the 30-day period ending on Election Day.” This expanded instruction will

July 6, 2023  
Page Two

permit a voter not in Greenbelt for the month prior to the election to submit their application in a more timely and convenient manner.

If Council members or members of the public have questions about mail-in applications or ballots, they may call or email the Board at the Clerk's office.



## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Greg Varda

Submitting Department: Recreation

Item Type: LEGISLATION

Agenda Section: LEGISLATION

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### **Subject:**

A Resolution To Repeal Resolution 2067 And To Establish Admission Fees And Pass Rates For The Greenbelt Aquatic And Fitness Center, Effective September 5, 2023

### **Suggested Action:**

The FY 2024 Budget includes an increase of: three percent (3%) for all pass fees, 25 cents for resident daily admission and 25 cents for non-resident daily admission at the Aquatic & Fitness Center. This Resolution increases these fees accordingly.

It is recommended the resolution be introduced for first reading.

### **Attachments:**

[GAFC Fees Resolution.pdf](#)

Introduced:  
1<sup>st</sup> Reading:  
Passed:  
Posted:  
Effective:

RESOLUTION NUMBER XXXX

**A RESOLUTION TO REPEAL RESOLUTION 2067 AND TO ESTABLISH ADMISSION FEES AND PASS RATES FOR THE GREENBELT AQUATIC AND FITNESS CENTER, EFFECTIVE SEPTEMBER 5, 2023**

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WHEREAS, it has been determined that it is appropriate to establish fees for the Greenbelt Aquatic and Fitness Center by resolution; and

WHEAREAS, an increase in pass rates was approved in the Fiscal Year 2024 budget.  
NOW, THEREFORE,

BE IT RESOLVED that Resolution 2067 be repealed effective September 5, 2023; and

BE IT FURTHER RESOLVED that the following admission fees and pass rates are hereby established for the Greenbelt Aquatic and Fitness Center, to be effective September 5, 2023:

| <b>DAILY ADMISSION FEES</b> |                 |                     |                                                  |
|-----------------------------|-----------------|---------------------|--------------------------------------------------|
|                             | <b>Resident</b> | <b>Non-Resident</b> | <b>Resident or<br/>Pass-Holder<br/>Guest Fee</b> |
| <b>Non-Summer</b>           |                 |                     |                                                  |
| Youth (1-13)                | \$3.25          | \$4.75              | NA                                               |
| Young Adult (14-17)         | \$4.25          | \$5.75              | NA                                               |
| Adult (18-59)               | \$5.25          | \$6.75              | NA                                               |
| Senior Adult (60+)          | \$4.00          | \$5.00              | NA                                               |
| <b>Summer – Weekdays</b>    |                 |                     |                                                  |
| Youth (1-13)                | \$3.75          | \$5.25              | NA                                               |
| Young Adult (14-17)         | \$4.75          | \$6.25              | NA                                               |
| Adult (18-59)               | \$5.75          | \$7.25              | NA                                               |
| Senior Adult (60+)          | \$4.50          | \$5.50              | NA                                               |

| <b>Summer - Weekends and Holidays</b> |        |    |        |
|---------------------------------------|--------|----|--------|
| Youth (1-13)                          | \$3.75 | NA | \$5.25 |
| Young Adult (14-17)                   | \$4.75 | NA | \$6.25 |
| Adult (18-59)                         | \$5.75 | NA | \$7.25 |
| Senior Adult (60+)                    | \$4.50 | NA | \$5.50 |

| <b>P A S S R A T E S</b>   |                 |                     |
|----------------------------|-----------------|---------------------|
|                            | <b>Resident</b> | <b>Non-Resident</b> |
| <b>Annual</b>              |                 |                     |
| Youth (1-13)               | \$125           | \$269               |
| Young Adult (14-17)        | \$196           | \$337               |
| Adult (18-59)              | \$269           | \$405               |
| Senior Adult (60+)         | \$139           | \$284               |
| Single-Parent Family       | \$395           | \$674               |
| Family                     | \$555           | \$726               |
| Corporate                  | \$1,116         | \$1,116             |
| <b>9-Month (No Summer)</b> |                 |                     |
| Youth (1-13)               | \$95            | \$212               |
| Young Adult (14-17)        | \$151           | \$266               |
| Adult (18-59)              | \$212           | \$321               |
| Senior Adult (60+)         | \$102           | \$227               |
| Single-Parent Family       | \$303           | \$531               |
| Family                     | \$428           | \$615               |
| Corporate                  | NA              | NA                  |



| <b>Summer Only</b>   |       |       |
|----------------------|-------|-------|
| Youth (1-13)         | \$66  | \$151 |
| Young Adult (14-17)  | \$103 | \$190 |
| Adult (18-59)        | \$139 | \$227 |
| Senior Adult (60+)   | \$68  | \$169 |
| Single-Parent Family | \$202 | \$380 |
| Family               | \$275 | \$435 |
| Corporate            | NA    | NA    |

| <b>EMPLOYEE PASSES<br/>(calculated per COPAR)</b> |               |               |
|---------------------------------------------------|---------------|---------------|
|                                                   | <b>Summer</b> | <b>Annual</b> |
| Single                                            | FREE          | \$135         |
| Family                                            | \$25          | \$278         |

| <b>CITY ADVISORY BOARD<br/>MEMBER PASSES</b> |               |               |
|----------------------------------------------|---------------|---------------|
|                                              | <b>Summer</b> | <b>Annual</b> |
| Single                                       | NA            | \$135         |
| Family                                       | NA            | \$278         |

PASSED by the Council of the City of Greenbelt, Maryland, at its regular meeting of \_\_\_\_\_.

\_\_\_\_\_  
Emmett V. Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Bonita Anderson, City Clerk

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)

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### **Subject:**

Selection of Election Vendors for 2023 City Election

### **Suggested Action:**

#### Reference:

Memorandum, B. Anderson, 07/06/2023

Election Vendors Proposals

The Greenbelt Board of Elections (BoE) researched multiple vendors to provide election services for the 2023 City Election. The Board of Elections decided to conduct this election cycle with paper ballots on Election Day. The BoE will implement a new feature in the vote-by-mail process with ballot mail, track, and trace. This will allow voters to track their ballot in real-time.

These vendors are Fort Orange Press, KNOWiNK, and IVS, LLC. They've met with them and seen demonstrations of their capabilities. The BoE also received recommendations from other municipalities. Other vendors considered were too costly or didn't meet our requirements.

The Board of Elections has selected Fort Orange Press to provide paper ballot printing, mailing, and tracking for the cost of \$6,400; KNOWiNK to purchase the electronic poll books for the cost of \$18,825; and IVS, LLC for tabulators and ballot marking devices for the cost of \$19,100.

Steve Gilbert, chair, and members of the Board will be in attendance to answer any questions.

It is recommended that the City Council authorize the Interim City Manager to engage in an agreement with Fort Orange Press for \$6,400; KNOWiNK for \$18,825; and IVS, LLC for \$19,100 totaling \$44,325.

### **Attachments:**

[BOE3189CouncilMemoProposedElectionVendorsSelection.pdf](#)

[Greenbelt MD est # 63586\\_Fort Orange Press.pdf](#)

[Greenbelt MD est # 63568\\_Fort Orange Press.pdf](#)

[Greenbelt MD 2.6.2023\\_KnowInk.pdf](#)  
[Greenbelt 2023 Proposal - July 7 2023.pdf](#)

1<sup>st</sup> DRAFT 6 JULY 2023

## MEMORANDUM

DATE: July 6, 2023  
TO: City Council, City of Greenbelt  
FROM: Board of Elections  
RE: Proposed Election Vendors Selection

The Board of Elections (BoE) researched multiple vendors that can provide necessary services this November to ensure an efficient and economical City election. The Board of Elections decided to conduct this election cycle with paper ballots on Election Day instead of using Election machines. The BoE will implement a new feature in the vote-by-mail process with ballot mail, track, and trace. This will allow voters to track their ballot in real-time.

These vendors are Fort Orange Press, KNOWiNK, and IVS, LLC. We've met with them and seen demonstrations of their capabilities. We also received recommendations from other municipalities. Other vendors considered were too costly or didn't meet our requirements.

The Board of Elections has selected Fort Orange Press to provide paper ballot printing, mailing, and tracking for the cost of \$6,400; KNOWiNK to purchase the electronic poll books for the cost of \$18,825; and IVS, LLC for tabulators and ballot marking devices for the cost of \$16,700.

Steve Gilbert, chair, and members of the Board will be in attendance to answer any questions.

The City Council is recommended to authorize the Interim City Manager to engage in an agreement with Fort Orange Press for \$6,400; KNOWiNK for \$18,825; and IVS, LLC for \$16,700.

July 6, 2023

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We request to finalize the vendor selection process by authorizing the Interim City Manager to enter into an agreement with said vendors. We'd like to advise each selected vendor of the requirements to be met, by them and our Board, to get an approval of their proposed services.

We've included the proposed vendors' documents listing the equipment and services costs.

BOE3189CouncilMemoProposedElectionVendorsSelection



# Printing Quotation

**Date:** January 03, 2023  
**Estimate Number:** 63586  
**Customer Number:** 00006450  
**Sales Representative:** Election

**Customer:** City of Greenbelt  
25 Crescent Road  
Greenbelt, MD 20770

**Phone:** (415) 260-2861

**Fax:**

**E-mail:** beth@bethterry1.com

**Contact:** Beth Terry

**Description:** Vote By Mail Ballot, Envelopes, Instruction Sheet, Sticker, Poll Site Ballots

**Prepress:** Customer will supply "Print Ready PDF" file.

**Proofs:** Hi-Resolution proof included.

**Envelope Size:** Outgoing: Double Window 6.125"x9.625"

**Envelope Size:** Return: Single Window 6" x 9"

**Envelope Size:** Oath: 5.75" x 8.75"

**VBM Ballots:** 8.5" x 11" or 8.5" x 14"

**Instruction Sheet:** 8.5" x 11"

**Poll Site Ballots:** 8.5" x 11" or 8.5" x 14"

**I voted Sticker:** 2" round sticker on 5.5"x8.5" carrier sheet

**Ballot Inks:** 1 Color Black

**Envelope Inks:** 1Color Black

**Instruction Sheet Inks:** 1 Color Black

**Finishing:** Trim, fold, insert vote by mail ballot and instruction sheet with return and oath envelope into outgoing envelope, seal, mail.

**Price:** 1,000 VBM packets (Ballot, instruction sheet, 3 envelope set): \$2.00/pack = \$2,000.00  
1,000 Carrier sheets and I voted stickers: \$.15 = \$150.00  
Set up per election: \$500.00  
Track and trace: \$250.00  
2,500 Poll site ballots: \$625.00  
25 sets of 3 envelopes: \$75.00

**Additional notes:** Postage is additional

**Terms:** Net 30 Days

Thank you for inviting Fort Orange Press to submit this quotation based on your specifications. Please note the prices referenced in this estimate do not include tax or shipping charges unless otherwise specified. This quotation is valid for 30 days only and subject to revision any time thereafter. Author's alterations, if applicable, will be billed at \$100 per hour. The minimum charge for materials and services provided for all jobs is \$100.

**All work is accepted subject to the 'Terms and Conditions of Sale' accompanying this estimate**

**Customer Acceptance of Proposal:** As stated in the above specifications, the cost associated with the printing of this project is satisfactory and is hereby accepted. Please sign and return copy when job is submitted. Thank you!

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GRAPHIC COMMUNICATIONS TRADE CUSTOMS AND BUSINESS PRACTICES.

Graphic Communications Trade Customs and Business Practices have been in general use in the industry throughout the United States and Canada for more than seventy years. These trade customs and business practices were formally promulgated at the annual convention of the United Typothetae of America in 1922. They were revised and updated in 1945 and 1974, and were updated and adopted by the Graphic Arts Council of North America in 1985. A consortium of the Graphic Arts Technical Foundation (GATF), National Association of Printers and Lithographers (NAPL), and Printing Industries of America (PIA) revised them in 1994.

The Printing Industry Trade Customs presented in this document describe the common business practices of the printing industry. However, Trade Customs are not necessarily "recommended" practices. Some graphic arts providers may choose to follow them; others may not. The use of any Trade customs must always be an independent, individual business decision. As each company drafts its own contractual provisions, it will also want to consider customers' wishes, relationships with potential customers, and other competitive issues. It is important to note that Trade customs concerning rates, payment terms, and warranties may be subject of modification.—George D. Webster, Chamberlain & Bean, Washington, D.C.

**1. Quotation:** A quotation not accepted within 30 days may be changed.

**2. Order:** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Cancelled orders require compensation for incurred costs and related obligations.

**3. Experimental Work:** Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

**4. Creative Work:** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

**5. Accuracy of Specifications:** Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

**6. Preparatory Materials:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.

**7. Electronic Manuscript or Image:** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

**8. Alterations/Corrections:** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

**9. Pre-Press Proofs:** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.;
- requests for changes are communicated orally.

**10. Press Proofs:** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

**11. Color Proofing:** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

**12. Over-runs or Under-runs:** Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer

requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**13. Customer's Property:** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the providers possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

**14. Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

**15. Production Schedules:** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**16. Customer-Furnished Materials:** Materials furnished by customers of their suppliers are verified by deliver tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.

**17. Outside Purchases:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

**18. Terms/Claims/Liens:** Payment is to be made in full within the stated terms of this quotation and/or credit application. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

**19. Liability:** **1. Disclaimer of Express Warranties:** Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown

to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

**2. Disclaimer of Implied Warranties:** The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

**20. Indemnification:** The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

**1. Copyrights:** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

**2. Personal or economic rights:** The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- \* promptly notifies the customer of the legal action
- \* gives the customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

**21. Storage:** The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period for additional charge. The provider is not liable for any loss or damage to

stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

**22. Taxes:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

**23. Telecommunications:** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.





# Printing Quotation

**Date:** January 03, 2023  
**Estimate Number:** 63568  
**Customer Number:** 00006450  
**Sales Representative:** Election

**Customer:** City of Greenbelt  
25 Crescent Road  
Greenbelt, MD 20770

**Phone:** (415) 260-2861

**Fax:**

**E-mail:** beth@bethterry1.com

**Contact:** Beth Terry

**Description:** Voter Application

**Prepress:** Customer will supply "Print Ready PDF" file.

**Proofs:** Hi-Resolution proof included.

**Flat Size:** Application: 8.5" x 11"

**Final Size:** Application Folded: 3.6875" x 8.5"

**Stock:** 60# Offset Opaque

**Stock:** 24# #10 Window Envelope

**Inks:** Application: 1 Color Black

**Inks:** Envelope: 1 Color Black

**Finishing:** Trim, fold, insert application into window #10, seal, mail

**Price:** Postage is additional

**Quantity**

**Price**

15,000

\$2,800.00

**Additional notes:** Additional for outbound/return tracking: \$850.00

**Terms:** Net 30 Days

Thank you for inviting Fort Orange Press to submit this quotation based on your specifications. Please note the prices referenced in this estimate do not include tax or shipping charges unless otherwise specified. This quotation is valid for 30 days only and subject to revision any time thereafter. Author's alterations, if applicable, will be billed at \$100 per hour. The minimum charge for materials and services provided for all jobs is \$100.

All work is accepted subject to the 'Terms and Conditions of Sale' accompanying this estimate

**Customer Acceptance of Proposal:** As stated in the above specifications, the cost associated with the printing of this project is satisfactory and is hereby accepted. Please sign and return copy when job is submitted. Thank you!

Customer Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## GRAPHIC COMMUNICATIONS TRADE CUSTOMS AND BUSINESS PRACTICES.

Graphic Communications Trade Customs and Business Practices have been in general use in the industry throughout the United States and Canada for more than seventy years. These trade customs and business practices were formally promulgated at the annual convention of the United Typothetae of America in 1922. They were revised and updated in 1945 and 1974, and were updated and adopted by the Graphic Arts Council of North America in 1985. A consortium of the Graphic Arts Technical Foundation (GATF), National Association of Printers and Lithographers (NAPL), and Printing Industries of America (PIA) revised them in 1994.

The Printing Industry Trade Customs presented in this document describe the common business practices of the printing industry. However, Trade Customs are not necessarily "recommended" practices. Some graphic arts providers may choose to follow them; others may not. The use of any Trade customs must always be an independent, individual business decision. As each company drafts its own contractual provisions, it will also want to consider customers' wishes, relationships with potential customers, and other competitive issues. It is important to note that Trade customs concerning rates, payment terms, and warranties may be subject of modification.—George D. Webster, Chamberlain & Bean, Washington, D.C.

**1. Quotation:** A quotation not accepted within 30 days may be changed.

**2. Order:** Acceptance of orders is subject to credit approval and contingencies such as fire, water, strikes, theft, vandalism, acts of God, and other causes beyond the provider's control. Cancelled orders require compensation for incurred costs and related obligations.

**3. Experimental Work:** Experimental or preliminary work performed at customer's request will be charged to the customer at the provider's current rates. This work cannot be used without the provider's written consent.

**4. Creative Work:** Sketches, copy, dummies and all other creative work developed or furnished by the provider are the provider's exclusive property. The provider must give written approval for all use of this work and for any derivation of ideas from it.

**5. Accuracy of Specifications:** Quotations are based on the accuracy of the specifications provided. The provider can re-quote a job at time of submission if copy, film, tapes, disks, or other input materials do not conform to the information on which the original quotation was based.

**6. Preparatory Materials:** Artwork, type, plates, negatives, positives, tapes, disks, and all other items supplied by the provider remain the provider's exclusive property.

**7. Electronic Manuscript or Image:** It is the customer's responsibility to maintain a copy of the original file. The provider is not responsible for accidental damage to media supplied by the customer or for the accuracy of furnished input or final input. Until digital input can be evaluated by the provider, no claims or promises are made about the provider's ability to work with jobs submitted in digital format, and no liability is assumed for problems that may arise. Any additional translating, editing, or programming needed to utilize customer-supplied files will be charged at prevailing rates.

**8. Alterations/Corrections:** Customer alterations include all work performed in addition to the original specifications. All such work will be charged at the provider's current rates.

**9. Pre-Press Proofs:** The provider will submit prepress proofs along with original copy for the customer's review and approval. Corrections will be returned to the provider on a "master set" marked "O.K.," "O.K. With Corrections" or "Revised Proof Required" and signed by the customer. Until the master set is received, no additional work will be performed. The provider will not be responsible for undetected production errors if:

- proofs are not required by the customer;
- the work is printed per the customer's O.K.;
- requests for changes are communicated orally.

**10. Press Proofs:** Press proofs will not be furnished unless they have been required in writing in the provider's quotation. A press sheet can be submitted for the customer's approval as long as the customer is present at the press during make-ready. Any press time lost or alterations/corrections made because of the customer's delay or change of mind will be charged at the provider's current rates.

**11. Color Proofing:** Because of differences in equipment, paper, inks, and other conditions between color proofing and production pressroom operations, a reasonable variation in color between color proofs and the completed job is to be expected. When variation of this kind occurs, it will be considered acceptable performance.

**12. Over-runs or Under-runs:** Over-runs or under-runs will not exceed 10 percent of the quantity ordered. The provider will bill for actual quantity delivered within this tolerance. If the customer

requires a guaranteed quantity, the percentage of tolerance must be stated at the time of quotation.

**13. Customer's Property:** The provider will only maintain fire and extended coverage on property belonging to the customer while the property is in the providers possession. The provider's liability for this property will not exceed the amount recoverable from the insurance. Additional insurance coverage may be obtained if it is requested in writing, and if the premium is paid to the provider.

**14. Delivery:** Unless otherwise specified, the price quoted is for a single shipment, without storage, F.O.B. provider's platform. Proposals are based on continuous and uninterrupted delivery of the complete order. If the specifications state otherwise, the provider will charge accordingly at current rates. Charges for delivery of materials and supplies from the customer to the provider, or from the customer's supplier to the provider, are not included in quotations unless specified. Title for finished work passes to the customer upon delivery to the carrier at shipping point; or upon mailing of invoices for the finished work or its segments, whichever occurs first.

**15. Production Schedules:** Production schedules will be established and followed by both the customer and the provider. There will be no liability or penalty for delays due to state of war, riot, civil disorder, fire, strikes, accidents, action of government or civil authority, acts of God, or other causes beyond the control of the provider. In such cases, schedules will be extended by an amount of time equal to delay incurred.

**16. Customer-Furnished Materials:** Materials furnished by customers of their suppliers are verified by deliver tickets. The provider bears no responsibility for discrepancies between delivery tickets and actual counts. Customer-supplied paper must be delivered according to specifications furnished by the provider. These specifications will include correct weight, thickness, pick resistance, and other technical requirements. Artwork, film, color separations, special dies, tapes, disks, or other materials furnished by the customer must be usable by the provider without alteration or repair. Items not meeting this requirement will be repaired by the customer or by the provider at the provider's current rates.

**17. Outside Purchases:** Unless otherwise agreed in writing, all outside purchases as requested or authorized by the customer, are chargeable.

**18. Terms/Claims/Liens:** Payment is to be made in full within the stated terms of this quotation and/or credit application. Claims for defects, damages or shortages must be made by the customer in writing no later than 10 calendar days after delivery. If no such claim is made, the provider and the customer will understand that the job has been accepted. By accepting the job, the customer acknowledges that the provider's performance has fully satisfied all terms, conditions, and specifications. The provider's liability will be limited to the quoted selling price of defective goods, without additional charge for special or consequential damages. As security for payment of any sum due under the terms of an agreement, the provider has the right to hold and place a lien on all customer property in the provider's possession. This right applies even if credit has been extended, notes have been accepted, trade acceptances have been made, or payment has been guaranteed. If payment is not made, the customer is liable for all collection costs incurred.

**19. Liability:** **1. Disclaimer of Express Warranties:** Provider warrants that the work is as described in the purchase order. The customer understands that all sketches, copy, dummies, and preparatory work shown

to the customer are intended only to illustrate the general type and quality of the work. They are not intended to represent the actual work performed.

**2. Disclaimer of Implied Warranties:** The provider warrants only that the work will conform to the description contained in the purchase order. The provider's maximum liability, whether by negligence, contract, or otherwise, will not exceed the return of the amount invoiced for the work in dispute. Under no circumstances will the provider be liable for specific, individual, or consequential damages.

**20. Indemnification:** The customer agrees to protect the provider from economic loss and any other harmful consequences that could arise in connection with the work. This means that the customer will hold the provider harmless and save, indemnify, and otherwise defend him/her against claims, demands, actions, and proceedings on any and all grounds. This will apply regardless of responsibility for negligence.

**1. Copyrights:** The customer also warrants that the subject matter to be printed is not copyrighted by a third party. The customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. The customer further warrants that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. To support these warranties, the customer agrees to indemnify and hold the provider harmless for all liability, damages, and attorney fees that may be incurred in any legal action connected with copyright infringement involving the work produced or provided.

**2. Personal or economic rights:** The customer also warrants that the work does not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The customer will, at the customer's sole expense, promptly and thoroughly defend the provider in all legal actions on these grounds as long as the provider:

- \* promptly notifies the customer of the legal action
- \* gives the customer reasonable time to undertake and conduct a defense. The provider reserves the right to use his or her sole discretion in refusing to print anything he or she deems illegal, libelous, scandalous, improper or infringing upon copyright law.

**21. Storage:** The provider will retain intermediate materials until the related end product has been accepted by the customer. If requested by the customer, intermediate materials will be stored for an additional period for additional charge. The provider is not liable for any loss or damage to

stored material beyond what is recoverable by the provider's fire and extended insurance coverage.

**22. Taxes:** All amounts due for taxes and assessments will be added to the customer's invoice and are the responsibility of the customer. No tax exemption will be granted unless the customer's "Exemption Certificate" (or other official proof of exemption) accompanies the purchase order. If, after the customer has paid the invoice, it is determined that more tax is due, then the customer must promptly remit the required taxes to the taxing authority, or immediately reimburse the provider for any additional taxes paid.

**23. Telecommunications:** Unless otherwise agreed, the customer will pay for all transmission charges. The provider is not responsible for any errors, omissions, or extra costs resulting from faults in the transmission.

| KNOWiNK Quote and Terms                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                           |                    |            |                    |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|------------|--------------------|
| Date: 2/6/2022                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                           |                    |            |                    |
| KNOWiNK 2111 Olive Street Saint Louis, MO 63103                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                           |                    |            |                    |
| Jurisdiction: Greenbelt MD                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                           |                    |            |                    |
| <p align="center"><b>Poll Pad Subscription Purchase Quote and Terms:</b></p> <p align="center">*Pricing guaranteed for 60 days from date of quote. Based on your stated requirements, we propose the following:</p>                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                           |                    |            |                    |
| Item                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | Recommended Hardware/Software                                                                                                                                                                             | Estimated Quantity | Unit Price | Total Amount       |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Poll Pad Units<br><i>Includes: iPad 64gb Cellular, Charger, Transport Case, Metal Flip Stand, Receipt Printer, Stylus, 1st Year Software License, MDM Enrollment and Basic Poll Pad Manager, Shipping</i> | 10                 | \$1,825.00 | \$18,250.00        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | ePulse 1st Year Connectivity Fee                                                                                                                                                                          | 1                  | Waived     | Waived             |
| 3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Verizon Wireless Data Activation Fee - Per Election                                                                                                                                                       | 10                 | \$30.00    | \$300.00           |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Verizon Wireless Data Activation Fee - Yearly                                                                                                                                                             | 10                 | \$15.00    | \$150.00           |
| 5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Star Micronics Receipt Paper - Additional (Case of 50 rolls)                                                                                                                                              | 1                  | \$125.00   | \$125.00           |
| <b>Total Year (1) One Poll Pad Package Estimated Cost:</b>                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                           |                    |            | <b>\$18,825.00</b> |
| <b>Annual Software License and Maintenance</b>                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                           |                    |            |                    |
| 6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Year 2 Annual Software License, MDM & Maintenance                                                                                                                                                         | 10                 | \$135.00   | \$1,350.00         |
| 8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Year 3 Annual Software License, MDM & Maintenance                                                                                                                                                         | 10                 | \$135.00   | \$1,350.00         |
| <b>*Optional Equipment/Warranty</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                           |                    |            |                    |
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KNOWiNK Care (iPad only - per year fee)                                                                                                                                                                   | 10                 | \$45.00    | \$450.00           |
| 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | KNOWiNK Care (all Hardware - per year fee)                                                                                                                                                                | 10                 | \$75.00    | \$750.00           |
| 12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | WebEx Training (Train the Trainer ONLY)                                                                                                                                                                   |                    | Waived     |                    |
| <b>Terms of Subscription</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                           |                    |            |                    |
| <p><i>Subject to acceptance of the Master Software License &amp; Service Agreement will be a (3) three year agreement. The term will begin effective on the date of equipment acceptance. All Poll Pad software comes with the standard (12) twelve month warranty. Post Election reporting includes required VR Extract and digital e-Roster.</i></p>                                                                                                                               |                                                                                                                                                                                                           |                    |            |                    |
| <div> <div> <div>_____</div> <div align="center">Signature (Customer)</div> </div> <div> <div>_____</div> <div align="center">Print Name &amp; Title (Customer)</div> </div> <div> <div>_____</div> <div align="center">Date</div> </div> </div> <div> <div>_____</div> <div align="center">Signature (Customer)</div> </div> <div> <div>_____</div> <div align="center">Print Name &amp; Title (Customer)</div> </div> <div> <div>_____</div> <div align="center">Date</div> </div> |                                                                                                                                                                                                           |                    |            |                    |



IVS LLC  
1701 Gilgal Road  
Turners Station, KY 40075  
Toll Free 855-730-6161  
[www.ivsllc.com](http://www.ivsllc.com)

July 7, 2023

Greenbelt City Council  
25 Crescent Road  
Greenbelt, MD 20770

Dear Council Members,

**Subject: Cost Proposal for the City of Greenbelt's 2023 Election**

I am pleased to submit the following cost proposal for the election services and hardware leasing for the City's 2023 Election.

| Items                                     | Quantity | Unit Price | Sub-Total        |
|-------------------------------------------|----------|------------|------------------|
| Paper Ballot Preparation                  | 1        | \$ 500     | \$ 500           |
| Audio Ballot Preparation                  | 1        | \$ 800     | \$ 800           |
| Accessible Ballot Marking Systems Leasing | 5        | \$ 800     | \$ 4,000         |
| Tabulation Scanner Leasing                | 7        | \$ 1,000   | \$ 7,000         |
| Tabulation Programming                    | 1        | \$ 800     | \$ 800           |
| Logic-and-Accuracy Test Decks             | 1        | \$ 1,000   | \$ 1,000         |
| Preview-and-Practice by Web               | 1        | \$ 1,500   | \$ 1,500         |
| Preview-and-Practice by Phone             | 1        | \$ 1,500   | \$ 1,500         |
| Delivery & Training                       | 1        | \$ 2,000   | \$ 2,000         |
| <b>TOTAL</b>                              |          |            | <b>\$ 19,100</b> |

Thank you so much for your consideration and we look forward to having the opportunity to serve the voters of the City of Greenbelt.

Sincerely,

Yung Nguyen  
President  
IVS LLC

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)

---

**Subject:**

Request for Proposal - Diversity Equity and Inclusion City Audit

**Suggested Action:**

Reference:

Memorandum, T. Smith, 07/07/2023

Diversity, Equity, and Inclusion (DEI) Audit RFP

Tribesy Proposal

The City of Greenbelt, Maryland, requested proposals from experienced, professional consulting firms to conduct a Diversity, Equity, and Inclusion (DEI) assessment to identify the City's current workforce culture, identify improvement opportunities, and provide recommendations to incorporate as part of a City Strategic DEI Plan. We have selected who we believe to be the most qualified consultant and will review these qualifications for Council.

Council approval is sought,

**Attachments:**

[MEMORANDUM CITY COUNCIL DEI AUDIT SUMMARY \(004\).pdf](#)

[DEI AUDIT RFP GREENBELT\\_5\\_2\\_23\\_Final.pdf](#)

[Tribesy Proposal - City of Greenbelt.pdf](#)



## MEMORANDUM

**DATE:** July 7, 2023  
**TO:** City Council  
**FROM:** Tyra Smith, Diversity Equity Inclusion Officer  
**CC:** Timothy George, Interim City Manager  
**RE:** Summary and Recommendation for DEI Consulting Firm

### **BACKGROUND**

Please find attached the RFP for the City's Diversity, Equity, and Inclusion audit. The process involved a collaborative effort with the Interim City Manager, Interim Assistant City Manager, the Director of Human Resources, and the City PIO Coordinator, Chondria Andrews.

As leaders within the organization, we play an important role in helping those we work with and ultimately the community we serve have a better understanding of what DEI means in our day-to-day work environment. Developing and implementing a DEI program will involve both a personal and professional commitment. Bridging the two together will be key to successfully rolling out a DEI program all city staff will embrace. The first step in the process is to conduct a Diversity, Equity and Inclusion Audit of the 'organization's processes, procedures and practices. To this point, the City has made the decision to contract with a consultant to conduct a comprehensive internal diversity, equity, and inclusion analysis to help us examine our own biases, improve our policies and practices, and to sustain a diverse, equitable and inclusive environment across the city.

### **What does this mean?**

The DEI audit is an opportunity to provide feedback, recognize quality performance and discuss objectives and initiatives. It is also a time to have candid conversations about inclusion and belonging to improve job satisfaction and motivation, increase morale and teamwork and overcome any challenges. A Diversity, Equity and Inclusion Audit will benefit both the organization and staff, and will be instrumental in helping to create a DEI strategic plan identifying strategies, objectives and goals to strengthen the City's commitment to diversity, equity, and inclusion in the community and the workplace. Additionally, the Audit will emphasize creating a place where all employees feel respected, valued, and proud to work.

A Request for Proposals (RFP) was released on May 2, 2023 requesting qualified consultants to submit a proposal to perform the City's DEI audit. The RFP was uploaded to the City's website; and published on eMaryland Marketplace Advantage (eMMA) on May 2, 2023.

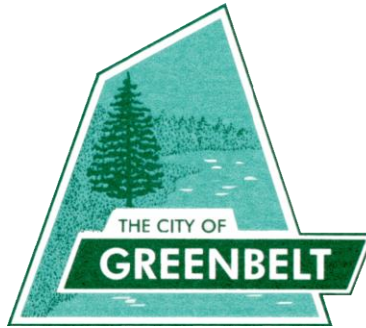
The City received ten (10) responses and the costs from these auditing firms ranged from \$25,000 to \$375,000. The City invited the top two qualified vendors to schedule a meeting to continue discussions of their auditing proposal—to specifically show selected City staff how their proposed solution would meet the City's needs. Meetings were held on Thursday, June 29<sup>th</sup> and Friday, June 30<sup>th</sup>.

### **RECOMMENDATION**

After thoroughly reviewing the written proposal and meeting with the top two vendors, staff recommendations, and therefore, requests City Council approve the selection of Tribesy Consulting to become the City's new auditing firm with an award not to exceed \$25,000 and contract term not to exceed six (6) months. Staff believes the Tribesy Consulting proposal, approach and costs represent the highest and best value to the City in terms of service and price.

The Project Team reviewed the ten proposals and found that the functionality of Tribesy Consulting's proposal best met the auditing needs of the City. Our analyses confirmed Tribesy has the necessary experience and qualifications required to conduct the City's DEI audit. Attached is Tribesy Consultants response to the City's RFP and a summary breakdown of their project approach.

Tribesy Consulting is a premier Diversity, Equity and Inclusion consulting firm with city governments and nonprofits. Tribesy consultants have almost 30 years of results-oriented experience. They assist local governments/ non-profits in Maryland and across the United States to infuse and operationalize diversity, equity and inclusion through processes that are both systemic and sustainable. Tribesy decades of experience working with local governments, nonprofits and unions in 48 of the 50 states and their experience has led to the development of a customized and nuanced approach that: Provides greater confidence and empowerment in addressing the complexities of "isms."; Allows for the City to move towards liberation from practices that have the unintended impact of oppression or exclusion; and Focuses on an intentional transformation and measurable process that includes all operations of the city.



## **CITY OF GREENBELT, MARYLAND**

### **REQUEST FOR PROPOSALS Diversity Equity and Inclusion City Audit**

**Issued by:**

**City of Greenbelt, Maryland  
25 Crescent Road  
Greenbelt, MD 20770**

**Telephone: 240-542-2034**



**Issue Date: May 2, 2023**  
**Submittal Due Date: May 30, 2023 at 4:00 p.m.**

**CITY OF GREENBELT**  
**Greenbelt, MARYLAND**  
**Request for Proposals**  
**Diversity Equity and Inclusion**  
**City Audit**

In this RFP, the terms offeror, respondent, consultant, bidder and proposer are synonymous.

Copies of the Request for Proposal (RFP) package, including a scope of work, submission requirements, and affidavits, may be downloaded from the City's website at [www.greenbeltmd.gov](http://www.greenbeltmd.gov). From the home page, click on the **"I want to"** tab, then List and Details Pages under Advanced Components & RFP's.

One (1) electronic and seven (7) printed copies of the sealed proposal marked "RFP" 2023-05-R, Diversity, Equity, Inclusion City Audit" must be submitted to the Finance Office Attention:

Tyra Smith, DEI Officer  
Administration  
Greenbelt Municipal Building  
25 Crescent Road  
Greenbelt, Maryland 20770

Sealed proposals addressed to the City of Greenbelt, Maryland to provide a Diversity, Equity, and Inclusion City Audit will be received until **4:00 PM (Eastern), on Tuesday, May 30, 2023.** No proposals will be accepted after that time.

The City will not accept faxed proposals. All faxed proposals will be rejected and returned.

**RECEIPT AND HANDLING OF PROPOSALS**

The offeror assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

Sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any offeror or the contents of any proposal to competing offerors during the evaluation process. The proposals, except for information identified by the offeror as proprietary, shall be open for public inspection after the contract award.

## **PROPOSAL DOCUMENTS**

The proposal documents are available in several ways:

Download the document from the City website at:

<https://www.greenbeltmd.gov/government/advanced-components/rfp-posts-list/-sortn-RFPStatus/-sortd-asc>

Visit the Administration office and pick up a proposal packet between the hours of 8:30 A.M. and 5:00 P.M., Monday through Friday, excluding government holidays. We are located at 25 Crescent Road, Greenbelt MD, 20770.

## **PRE-PROPOSAL MEETING**

No pre-proposal meeting is scheduled for this project.

## **SUBMITTAL OF QUESTIONS**

Prospective consultants are requested to submit any questions no later than 5:00 PM (Eastern), on **May 12, 2023**, to Tyra Smith, DEI Officer, via e-mail at [tsmith@greenbeltmd.gov](mailto:tsmith@greenbeltmd.gov), with "DEI City Audit Proposal" in the subject line. The City will include questions and responses in the form of written Addendums, as it deems necessary.

## **SITE LOCATION**

Primarily Greenbelt Municipal Building, 25 Crescent Road, Greenbelt, Maryland 20770.

## **NOTICE TO CONSULTANTS**

"Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate of foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation." Bidders must supply with their bids their US Treasury Department Employer's Identification Number as such number is shown on their Employer's Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: [charterhelp@dat.state.md.us](mailto:charterhelp@dat.state.md.us).

## **QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY**

Bidders must be qualified to bid in the State in accordance with Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

## **DISABILITY INFORMATION**

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 542-2023.

**W-9 FORM REQUIRED**

Successful respondents are required to complete and submit a W-9 Form. The W-9 form can be accessed at: <http://www.irs.gov/pub/irs-pdf/fw9.pdf?portlet=3>. It is the successful respondent's responsibility to act upon this instruction for submitting a W-9 form. The City will not be able to process payments if this form is not completed and submitted to the Finance Department.

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# **SECTION I**

## **Introduction/Overview**

## A. Purpose/ Objective

The City of Greenbelt, Maryland requests proposals from experienced, professional consulting firms to conduct a Diversity, Equity, and Inclusion assessment to identify the City's current workforce culture, identify opportunities for improvements and provide recommendations to be incorporated as part of a City Strategic DEI Plan.

The City remains steadfast in upholding our community pledge, "The strength of Greenbelt is diverse people living together in a spirit of cooperation. We celebrate all people. By sharing together all are enriched. We strive to be a respectful, welcoming community that is open, accessible, safe and fair." Furthermore, we recognize the consequential impact Diversity, Equity, and Inclusion will have in determining the future success of the community.

The City of Greenbelt participated in a year-long regional learning cohort to advance racial equity and opportunities hosted by The Metropolitan Washington Council of Governments (COG) in partnership with the Government Alliance on Race and Equity (GARE). The program was developed to help local governments advance racial equity in four main areas: Public safety and court services, Community development, planning, zoning, and housing, Transportation and mobility, Governing and business, procurement, human resources, and leadership and workforce development.

Greenbelt has also welcomed the City's first Diversity, Equity, and Inclusion (DEI) Officer who will directly work with the Interim City Manager, Interim Assistant City Manager, and the Director of Human Resources to lead the development of Diversity, Equity, and Inclusion programming internally and ultimately for the residents of Greenbelt. The program will be inclusive, involving staff from all levels of the organization to help with spearheading and championing the value of DEI across all departments.

We are committed to continuing to grow as a DEI-focused and anti-racist organization and seek to conduct this Diversity, Equity, and Inclusion City Audit to help us examine our own biases and improve our policies and practices to develop and sustain a diverse, equitable and inclusive environment across the City.

The consultant shall conduct a comprehensive internal diversity, equity, and inclusion analysis to include: a review of the City's different sources of information about the organization's policies, practices, data collection and tracking, and outcomes; a survey to review recruiting practices, workplace policies, training programs, reporting pathways, investigation procedures; and conduct focus groups to develop a deeper understanding about where people are in their DEI journeys; identify any challenges or impediments that currently exist in sustaining a positive work culture; and any organizational requirements for improving inclusive and equitable mechanisms across the whole organization.

Project objectives will help ensure program outcomes that are: internally equitable, understandable, legally defensible, efficient to administer, flexible to adapt/change in the future, and appropriate for the City's goals and structure.

The primary focus area for this project is to obtain tangible metrics to help measure where the City is in our diversity, equity, and inclusion journey, where we need to go moving forward, and to serve as the core of an organizational DEI Plan. Furthermore, desired outcomes include identifying short-term and long-term goals for adopting and disseminating a clear DEI statement, vision & policy, adopting personnel policies and procedures to promote DEI in hiring, promotion and tenure, conducting staff and board training on DEI and lastly, ensuring staff and directors support the DEI policy as integral to achieving the mission of the organization.

Responses to this request are due by **May 30, 2023 at 4:00 p.m.** Work under the contract shall begin on or before **July 1, 2023**. The date upon which all deliverables under the contract are due shall be determined as part of the proposal process, but the anticipated period for all deliverables is before **January 1, 2024**.

## **B. Term of Contract**

The term of the contract awarded from this RFP shall be for a period of six (6) months. If the City determines it to be advantageous, it may extend the term of the contract based on financial availability.

## **C. Background**

The City of Greenbelt, Maryland is home to nearly 24,000 residents. It is a dynamic, multicultural community located in Prince George's County, adjacent to College Park and Berwyn Heights, and about 17 miles from Washington, D.C. and 27 miles from Baltimore. Greenbelt is unique and known widely as a public cooperative community founded in the New Deal era. Greenbelt is an inclusive community and the Greenbelt Community Pledge is a commitment to a city known for community, cooperation, and culture.

Greenbelt possesses a strong sense of community and quality of life. It benefits from a highly educated, ethnically-diverse and engaged community comprised of a multitude of ethnicities, faiths, cultures, and lifestyles, and takes great pride in fostering a community that is respectful, safe and fair for all people.

The City of Greenbelt operates under a council-manager form of government and derives its governing authority from a charter granted by the General Assembly of Maryland. The governing body is comprised of seven Council members, one of whom serves as Mayor, who are responsible for formulating policies to guide the administration of the City and for appointing the City Manager to serve as the City's Chief Executive Officer, responsible for overseeing the daily operations of the City.

The Department Directors report to the City Manager and include the heads of the following departments: Administration, CARES, Finance, Human Resources, Information Technology, Planning & Community Development, Police, Public Works and Recreation. The City Solicitor reports directly to the City Manager, Mayor and City Council.

The City employs 300 full-time and part-time employees and has a total operating budget for fiscal year 2023 of \$31.5 million. The City provides a full range of services including: public safety; social services; planning and community development; one-stop location for licenses, permits, and inspections; refuse and recycling services; snow removal, leaf collection, street maintenance, and other public works functions; recreation and parks services; and special programs for senior citizens, youth, and low-income residents.

#### **D. PROJECT DESCRIPTION**

The City is committed to creating an equitable and inclusive community for all to feel welcomed regardless of how they identify. In embracing and supporting the City's community pledge we strive to be a respectful, welcoming community that is open, accessible, safe and fair. The City is committed to equity-driven policies and programs dedicated to investing directly in the workforce and community. We want to empower all the diverse voices of Greenbelt to collectively work together to dismantle structural barriers focused on creating an equitable and inclusive city.

The City is seeking a DEI consultant to conduct a comprehensive audit of the City's current diversity profile and how it affects our workforce, provide valuable insights into any systemic or cultural barriers impeding the City's ability to attract, recruit, and retain diverse talent, and share recommendations on ways the City can continue to grow and improve our Diversity Equity and Inclusion efforts; and to incorporate as part of the City's DEI Strategic Plan.

##### **a) SCOPE OF SERVICES AND DELIVERABLES**

- 1) In collaboration with City's DEI Officer, develop a survey to review recruiting practices, workplace policies, training programs, reporting pathways, investigation procedures.
- 2) Develop the survey tool, plan, and schedule.
- 3) Develop survey language for distribution.
- 4) Review several different sources of information about the organization's policies, practices, data collection and tracking, and outcomes. These sources include, but are not limited to document review (e.g. policy documents, strategic or organizational plans, grant-making documents, city code and enforcement, data analysis and reporting).
- 5) Conduct focus groups to develop a deeper understanding about where people are in their DEI journeys, any challenges or impediments that currently exist in sustaining a positive work culture, and any organizational requirements for improving inclusive and equitable



mechanisms across the whole organization.

- 6) Data Collection, Benchmarking, and Report
- 7) Present Findings to DEI Officer, Interim City Manager and Interim Assistant City Manager.
- 8) Provide recommendations for substantial improvements in cultural competency and best practices to support the city's DEI goals and to leverage the findings in creating a DEI Strategic Plan for the City.
- 9) Present findings to Council and residents

## **b) DETAILS OF THE SCOPE OF SERVICES**

### **1. Developing the Survey**

The Consultant and City DEI Officer will work together to pinpoint areas of concern to drive assessment development. The questions should obtain informative responses on the key services provided by City departments, quality of the work culture, the desired services or improvements, and provide the demographic information of the respondent. It is expected the selected bidder will use emails, phone calls, and/or online access to obtain survey responses. The Consultant will create a customized culture assessment/survey link for the DEI Officer and provide survey communications for the DEI Officer to distribute across the organization.

### **2. Identify Sample Frame, Survey Set, Survey Tool and Schedule**

The successful proposal will demonstrate how an appropriate sampling frame, sample set and survey tool will be selected to obtain a statistically significant and informative response from employees across all levels, both supervisory and non-supervisory. The consultant will be responsible for determining data collection techniques to maintain anonymity of participants and determine appropriate timeframe for assessment distribution and completion.

### **3. Presentation of the Survey, Plan, and Schedule**

Prior to the distribution of the survey, the firm will make a presentation to the DEI Officer and Interim City Manager, interim Assistant City Manager and the Director of Human Resources with a draft of the survey, schedule and an overview of the entire process. This presentation will provide confidence the survey questions are appropriate and the results are reflective of the views of the City as a whole. The survey will be available in English and Spanish, and the data collection, benchmarking and reports will be reviewed and managed by the consultant.

#### **4. Survey Distribution, Data Collection, Tabulation, Benchmarking, & Report**

The DEI Officer will distribute the survey and the firm will track and maintain all responses. The firm's proposal shall indicate how the responses will be obtained and all data shall be provided to the City. Survey data should be analyzed to provide overall and disaggregated responses on services, priorities, concerns, and other issues. The report should indicate how the City survey responses compare with responses in similar communities.

The consultant will review several different sources of information about the organization's policies, practices, data collection and tracking, and outcomes. These sources include, but are not limited to, document review (e.g. policy documents, strategic or organizational plans, grant-making documents, city charter, city code and enforcement, data analysis and reporting). The reporting shall provide a benchmark and a means to measure change over time to see if and how the needle has moved closer towards the City's culture goals.

#### **5. Focus Groups**

Using the data collected through the survey, the consultant will conduct appropriate amount of focus groups to develop a deeper understanding about DEI, where individuals and the organization are on their own DEI learning, and any existing challenges, barriers, & evident needs in the organization. Composition of focus groups will be determined by the City's DEI Officer and Consultant with approval of the Interim City Manager. The Consultant and DEI Officer will determine percentage of workforce to participate in focus groups, size of each group, and the structure of each group to ensure data collection across all levels of workforce. The consultant will create focus group communication for DEI Officer to distribute across the organization.

#### **6. Presentation and Recommendations**

The consultant will design a formal report of key discoveries from the survey assessment and focus groups and will make two presentations of the results: one presentation to DEI Officer and Interim City Manager, Interim Assistant City Manager and Director of Human Resources; and one presentation to the Mayor and City Council at a public City Council meeting. The reporting shall reveal DEI strengths and challenges across departments and recommendations to develop significant improvements to assist the City's DEI Strategic Plan. The report shall provide directions on the highest priorities to tackle in the strategic plan and a roadmap for achieving desired outcomes as mentioned in this RFP.

#### **7. Meetings and Work sessions**

The consultant is expected to attend all project meetings and work sessions. Meetings will

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consist of a kick-off meeting to provide audit overview and approach to senior leadership team, progress report check-ins through duration of audit, and key discoveries to council and DEI Officer, Interim City Manager, Interim Assistant City Manager and Director of Human Resources. In addition to meetings, consultants will attend working sessions for survey and focus group development and any additional meetings deemed necessary for project completion.

#### **E. CONSULTANT MINIMUM QUALIFICATIONS**

Consultants must meet the following criteria to be considered for selection:

1. The consultant must have a minimum of five (5) years professional experience in conducting DEI Audits for local governments and must have successfully completed a minimum of ten (10) studies.

#### **F. CITY'S RESPONSIBILITIES**

1. Provide access to necessary data, documentation, etc. (define what data, documents and who is the provider)
2. Provide office accommodations (i.e. working space), if requested
3. Assign a project manager to serve as primary point of contact
4. Review of documents within an agreed upon timeframe for review
5. Define supervisors' and employees' involvement and opportunities to provide feedback.
6. Provide feedback as needed from supervisors and employees within the established timeframe.

#### **G. PROJECTED RFP PROCESS SCHEDULE**

| <u>DESCRIPTION</u>                           | <u>TARGET DATE</u>    |
|----------------------------------------------|-----------------------|
| RFP Issued                                   | May 2, 2023           |
| Proposer's technical questions due via email | May 12, 2023          |
| Addendum to RFP issues, if required          | May 22, 2023          |
| Proposals due to the City                    | May 29, 2023          |
| Proposer oral presentations, if required     | Week of June 5, 2023  |
| Proposer discussion/ negotiations            | Week of June 12, 2023 |
| Contract Award                               | Week of July 1, 2023  |

The target dates provided are estimates and may be subject to change during the process.

#### **H. CITY CONTACT**

The sole point of contact at the City for purposes of this RFP, prior to the award of any contract is, Tyra Smith, DEI Officer:

Tyra Smith, DEI Officer  
City of Greenbelt, Maryland  
25 Crescent Rd  
Greenbelt, MD 20770  
Telephone: 240-542-2034  
e-mail: [tsmith@greenbeltmd.gov](mailto:tsmith@greenbeltmd.gov)

**I. CONTRACT ADMINISTRATOR**

The designated contract administrator following contract award will be:

Tyra Smith, DEI Officer  
City of Greenbelt, Maryland  
25 Crescent Rd  
Greenbelt, MD 20770  
Telephone: 240-542-2034  
e-mail: [tsmith@greenbeltmd.gov](mailto:tsmith@greenbeltmd.gov)

# **SECTION II**

## **Request for Proposal Proposal Submission**

## A. PROCEDURES FOR PROPOSAL SUBMISSION

The City of Greenbelt is an Equal Opportunity Employer. Discrimination on race, religion, sex, age, ethnicity, ancestry or national origin, physical or mental disability, color, marital status, sexual orientation, gender identity, genetic information, or political affiliation is expressly prohibited.

All materials submitted in response to this RFP will become the property of the City of Greenbelt. The City agrees, to the extent permitted by law, to hold in strictest confidence all material and information belonging to the bidder which it deems to contain confidential business or financial information.

One (1) electronic and seven (7) printed copies of the sealed proposal marked “RFP” 2023-050-R, Diversity, Equity, Inclusion City Audit” must be submitted to the Finance Office Attention:

Tyra Smith, DEI Officer  
Administration  
Greenbelt Municipal Building  
25 Crescent Road  
Greenbelt, Maryland 20770

To provide each proposer with an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals must be submitted and must contain the following elements organized into separate tabs or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

Each proposal shall adhere to the order presented below. Each section within the proposal submittal, following the transmittal letter and table of contents, shall be separated by tabs or sections and include, at a minimum:

1. **Transmittal Letter**: The letter should include the address of the office which would provide the services requested, telephone number, fax, e-mail address and website, if applicable. The letter should be signed by an individual who is authorized to commit the consultant to the services, pricing and requirements as stated in this RFP.
2. **Table of Contents**: A table of contents shall outline all contents contained within the proposal submittal.
3. **Tab 1 – Proposal Acknowledgment/Amendments**: This section shall include the completed proposal acknowledgement form and any amendments (addenda) to the solicitation provided as ATTACHMENT A.

4. **Tab 2 - Identifications of Confidential, Proprietary Commercial Information or Trade Secrets:**  
If applicable, information the proposer claims to be confidential, proprietary commercial information or trade secrets shall be identified in this section. This information, along with any claim of confidential financial information, should also be disclosed. The proposer must include an explanation for each individual claim of confidentiality.
5. **Tab 3 - Work Plan and Project Approach:** This section shall include a well-defined work plan consistent with the project tasks as defined in this RFP, demonstrating the ability and the strategy that will be used to complete the elements as outlined within the Details of the Scope of Services. The proposer must also provide the following:
  - a. Description of the firm's approach to the development of a DEI City Audit
  - b. Tentative timeline for all tasks and deliverables required within the project as defined in the Details of the Scope of Services.
  - c. Description of the method by which DEI Officer, Interim City Manager, Interim Assistant City Manager and Director of Human Resources will be apprised of progress throughout the audit process.
6. **Tab 4 – Personnel and Technical Qualifications:** Submit technical qualifications of the bidder and personnel involved in this project.
  - a. Brief history of the bidder and its structure (include organizational charts);
  - b. Describe the delivery team, including any subsidiary and/or affiliate companies that will be used to satisfy the requirements of this RFP. Describe their roles on the service team and describe their capabilities to provide the services for which they are being utilized. Include a list of all existing staff resources and staff resourcing methodologies, including sub-contracting for conducting analyses and related task work;
  - c. Provide the bidder's qualifications, requirements and selection criteria for personnel (including sub-consultants, if applicable) anticipated to be used to fulfill the services requested under this contract;
  - d. Provide resumes of key personnel (including sub-consultants, if applicable) anticipated to be used to fulfill the services requested. If using sub-consultants, proposal must indicate if subs are MBE/WBE, SBE, etc. Resumes shall be limited to individuals who will be assigned and working on the project. Each individual resume should be limited to a maximum of one page. The resumes shall include information about pertinent expertise.
  - e. If applicable, describe any current litigation resulting from professional services provided by the proposer; and
  - f. If applicable, provide a list of client relationships, to include public sector clients, that have been terminated in the last 12 months and the reasons each was terminated.

7. **Tab 5 – References:** A minimum three (3) professional references with physical addresses, phone numbers, and email addresses (if available). They should represent the most significant projects performed, preferably with municipal governments, in the last five years that are similar to the project described in this request for proposal. The references may be both in the private or public sector, with at least two in the public sector.
8. **Tab 6 - Fee Proposal:** The fee proposal shall be submitted to include the following:
  - a. Proposed fees for the project shall be provided as a not-to-exceed lump sum fee. Proposal fee shall be itemized based on each tasks and deliverables as defined in this RFP. Fees shall include all costs associated with the performance of the service specified, including overhead, labor, materials, profit, etc. The proposer is responsible for all travel and travel-related expenses.
  - b. The hourly rate of principals involved in the project.
  - c. Proposed fees with a clear description of optional or additional services, and reimbursable costs not included in the original base fees. Price proposal must be valid for at least (90) days following the deadline for submission.
9. **Tab 7 – Subcontracting:** This section should identify any of the required services that the proposer intends to subcontract, if any, providing the following information:
  - a. Reason for subcontracting.
  - b. Proposed subcontractor responsibilities.
  - c. Identity and descriptive information of proposed subcontractors, including location, relevant personnel and experience, previous use as a subcontractor, and any other relevant supporting information.
10. **Tab 8 – Required Forms/Additional information:**
  - a. Submit a completed Affidavit form (ATTACHMENT B).
  - b. Provide a statement that the proposer, if awarded the contract, will provide a certificate of insurance in accordance the City of Greenbelt Insurance requirements (ATTACHMENT C)
  - c. Each proposer shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required to issue purchase orders and payments to the contractor. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.
  - d. Additional Information - Provide any additional information you wish to bring to the City's attention with respect to the proposer's qualifications.



# **Section III**

## **Request for Proposal**

### **Method of**

### **Award/Evaluation**

### **Criteria**

## A. REVIEW OF QUALIFICATIONS

The City will review all submissions for responsiveness to this RFP. The review will consider the experience of the individual, firm, or firms; the experience of the individuals proposed to work on the project; work on similar projects; project references; and fee structure. The City will select the most qualified individuals, firms or teams to be interviewed for the project. Qualified individuals, firms, or teams selected to interview will prepare a presentation explaining their proposed approach for reaching project deliverables and objectives to the Interim City Manager, DEI Officer, Interim Assistant City Manager, HR Director and Department Directors. Proposal presentations will occur the week of June 5, 2023. The City may request additional information and reserves the right to reject any or all proposals as is in its best interest.

## B. EVALUATION CRITERIA

### 1. Written Proposal Evaluation

The DEI Officer and Senior Management Team will evaluate the written proposal based on the following criteria.

| Criteria                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Weight |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <b>Experience and Qualification:</b> <ul style="list-style-type: none"><li>• Demonstrated professional skills, credentials and experience of key personnel assigned manage and conduct the salary study.</li><li>• References</li><li>• Demonstrated experience in similar types of work/projects (public sector or municipal government)</li><li>• Demonstrated ability to communicate with all levels of City personnel during the study</li><li>• Financial Offer clearly explains what funding is needed and how funds will be used to support the audit</li></ul> | 40%    |
| <b>Methodology:</b> <ul style="list-style-type: none"><li>• Technical approach for conducting Audit, completing tasks, and providing deliverables as outlined in the RFP</li><li>• Project approach and process to inform and educate City employees about the audit and its results</li><li>• Technique for gathering and analyzing data demonstrates expertise of development process and a scope manageable within the timeframe of the study receives all points</li></ul>                                                                                         | 40%    |

|                                                                                                                                                                                                                                                                                                  |      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| <b>Adherence to RFP Instructions</b> <ul style="list-style-type: none"> <li>• Arrived by deadline</li> <li>• Completed sections in correct order</li> <li>• Quality and level of professionalism technically compliant</li> <li>• Clear and thorough description of proposed approach</li> </ul> |      |
|                                                                                                                                                                                                                                                                                                  | 20%  |
| <b>Total Weight</b>                                                                                                                                                                                                                                                                              | 100% |

## 2. Interview Evaluation Criteria

| Criteria                                                                                                                                                            | Points |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Quality of presentation, ability to articulate relevant company experience, and ability to demonstrate overall understanding of the scope of work and City's needs. | 50     |
| Ability to communicate project approach and technical concepts for conducting the study.                                                                            | 50     |
| <b>Total Points</b>                                                                                                                                                 | 100    |

### CLARIFICATION OF OFFERS

The Interim City Manager, Interim Assistant City Manager, the Director of Human Resources and the DEI Officer will evaluate the proposals from information on hand and may also ask questions to clarify information from proposers as required. A composite rating will be developed which indicates the proposer's collective ranking of the highest rated proposals in a descending order.

In order to determine if a proposal is reasonably susceptible for award, communications by the DEI Officer contact are permitted with a proposer to clarify uncertainties or eliminate confusion concerning

the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the proposal evaluation committee may be adjusted as a result of a clarification under this section.

### **INTERVIEWS/DISCUSSIONS**

The Interim City Manager and DEI Officer may afford one (1) or more proposers an opportunity to make oral presentations to clarify their proposals to key personnel. If requested, oral presentations shall be made at no cost to the City. Key personnel listed in the proposal are required to attend the interview.

### **AWARD OF CONTRACT**

Bidders may bid only on the entire contract. In determining which proposal is best, the City will take into consideration the bid price and the experience, qualifications, references, responsibility and current availability of the Bidder to perform the work. The City reserves the right to exercise its sole discretion to best serve the interests of the City. Except where the City exercised the right reserved herein to reject any or all proposals, each Contract will be awarded on a per unit price or lump sum basis, as is in the best interest of the City.

The successful bidder shall be required to execute a contract in a form satisfactory to the City. The City of Greenbelt reserves the right to cancel the Award of the Contract at any time prior to execution of the Contract without liability on the part of the City.

### **BEST AND FINAL OFFER**

When deemed in the best interest of the City, and upon conclusion of any oral presentations and/or negotiations, the proposer(s) may be asked to submit in writing, a Best and Final Offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the proposer(s).

**Note:** Proposers are discouraged from submitting inflated pricing in their original response in anticipation of price negotiation and the use of a BAFO process. The BAFO process may or may not be used, or may be used on a case-by-case basis to negotiate services, deliverables, pricing terms conditions, etc. with individual respondents. Placing inflated pricing in your original response may produce a low scoring result, which prevents your proposal from reaching the negotiation stage of the evaluation process

### **INVITATIONS TO SUBMIT PROPOSALS A COURTESY**

This invitation to bid may be sent as a courtesy to known interested parties. The receipt of this request for proposals from the City of Greenbelt in no way implies that the recipient is a qualified bidder.

### **INTERPRETATIONS**

All questions about the meanings or intent, discrepancies or omissions of the Contract Documents shall be submitted in writing by **May 12, 2023, at 5:00 p.m.** to Tyra Smith, DEI Officer, e-mail: [tsmith@greenbeltmd.gov](mailto:tsmith@greenbeltmd.gov). The written responses, including any changes to the RFP, become part of

the Contract Documents and will be posted on the City website as an addendum by **May22, 2023 at 5:00 p.m.** It is the responsibility of each Bidder to visit the City's website at [www. greenbeltmd.gov](http://www.greenbeltmd.gov) to obtain any addenda or other information regarding the RFP. From the home page, click on the "Government" tab then "Bids and RFPs".

#### **MODIFICATION OF BID DOCUMENTS**

The right is reserved, as the interests of the City may require, to revise or amend proposal specifications prior to the date set for opening bids and to postpone the date set for opening bids.

# **SECTION IV**

## **Request for Proposal**

### **Attachments**

## **Proposal Acknowledgement | Attachment -A**

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the City's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: \_\_\_\_\_

Name and Title of Person

Authorized to Sign Proposal: \_\_\_\_\_

Signature: Date: \_\_\_\_\_

Date: \_\_\_\_\_

Corporate Attestation or SEAL here

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

(Corporate officer other than above)

Name and Title of Person

Attesting to Authorized Signature: \_\_\_\_\_

### **NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the proposer must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The proposer's signature must conform to the following:

Where the proposer is a corporation, a corporate seal is required.

Where the proposer is a partnership, at least one general partner must sign.

Where the proposer is a sole proprietor, the owner of the company must sign.

### **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

Please note, that it is the proposer's responsibility to check the City' website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

The proposer acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number | Date: \_\_\_\_\_

Amendment Number | Date: \_\_\_\_\_

Amendment Number | Date: \_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**  
**Attachment – B-1**

I \_\_\_\_\_, being duly sworn on oath, deposes and says:

That he/she is the

\_\_\_\_\_  
(Owner, Partner, Title if on behalf of a Corporation)

of \_\_\_\_\_,  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

Printed Name of Affiant \_\_\_\_\_

Signature of Affiant \_\_\_\_\_

Before me, this day \_\_\_\_\_

(Month / Day / Year)

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Seal:



**FALSE PRETENSES AFFIDAVIT**  
**Attachment -B-2**

I \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Name) (Office Held)

of \_\_\_\_\_ first being duly sworn and under oath, say and  
(Name if Business Entity)

affirm this \_\_\_\_\_ day of \_\_\_\_\_, 2022, that I hold the aforementioned office in

(Name of Business Entity)

I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

Printed Name of Affiant \_\_\_\_\_  
Signature of Affiant \_\_\_\_\_  
Before me, this day \_\_\_\_\_  
(Month / Day / Year)

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Seal:

## Affidavit of Non-Conviction

### Attachment -B-3

I hereby affirm that:

I am the \_\_\_\_\_ (title) and duly authorized representative of \_\_\_\_\_ (name of business entity) whose address is \_\_\_\_\_ and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following: (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Annotated Code of Maryland; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

2. State "none" or, as appropriate, list on a separate sheet any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.  
\_\_\_\_\_.

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a

contract with the City of Greenbelt under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Greenbelt may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City of Greenbelt.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Name of Business Entity: \_\_\_\_\_

Signature and Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_  
(Month / Day / Year)

Notary Public of: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Seal:

**BRIBERY AFFIDAVIT**

**Attachment – B-4**

I \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Name) (Office Held)

of \_\_\_\_\_ first being duly sworn and under oath, say and  
(Name if Business Entity)

affirm this \_\_\_\_\_ day of \_\_\_\_\_, 2022, that I hold the aforementioned office in

\_\_\_\_\_  
(Name of Business Entity)

submitting a bid or otherwise applying for a contract with the City of Greenbelt, a municipal corporation in the State of Maryland, for the supply of goods or services, to wit:

**Job Classification and Compensation Consulting**

and that to the best of my knowledge no Officer, Director or Partner of:

\_\_\_\_\_  
(Name of Business Entity)

nor any employee of \_\_\_\_\_ directly involved in  
obtaining

(Name of Business Entity)

contracts with the State of Maryland or any County or Municipal Corporation or other Subdivision of the State has not been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_, Affiant  
(Bidder)

**CERTIFICATE OF NON-SUSPENSION**  
**Attachment – B-5**

I \_\_\_\_\_, do hereby certify

that \_\_\_\_\_ at \_\_\_\_\_  
(Name of Bidder) (Name of Business or Entity)

has not been suspended or barred from participation in contract activities with any government.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**INSURANCE REQUIREMENTS**  
**Attachment - C**



**CERTIFICATE OF POOL COVERAGE**  
**LOCAL GOVERNMENT INSURANCE TRUST**  
**ENABLING LEGISLATION AUTHORITY OF**  
**LOCAL GOVERNMENTS TO POOL**  
**INSURANCE CODE §19-602, MD. CODE ANN.**

**CERTIFICATE HOLDER:**

City of Greenbelt, 25 Crescent Rd., Greenbelt, MD 20770

**TRUST PARTICIPANT:**

City of Greenbelt  
25 Crescent Rd.  
Greenbelt MD 20770  
Policy # PLP-307500-2021/22-07

**COVERAGE PERIOD:** Effective 12:01 A.M. E.S.T. on 7-1-2021 to Expire at 12:01 A.M. E.S.T. on 7-1-2022.

**CERTIFICATE HOLDER SHOWN ABOVE INCLUDED AS:** Proof of Coverage

| Coverage          | Deductible              | Limit                                                             |
|-------------------|-------------------------|-------------------------------------------------------------------|
| Property          | \$1,000 Each Occurrence | \$33,740,827.13                                                   |
| General Liability | \$0 Each Occurrence     | \$1,000,000 Each Occurrence<br>\$3,000,000 Annual Aggregate Limit |
| Auto Liability    | \$0 Each Occurrence     | \$1,000,000 Each Occurrence                                       |

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the documents as issued by the Local Government Insurance Trust. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of pool coverage is issued or may pertain, the coverage afforded by the Local Government Insurance Trust documents described herein is subject to all the terms, exclusions and conditions therein. Should any of the applicable documents be canceled before the date shown, the Local Government Insurance Trust will endeavor to mail 45 days written notice to the certificate holder, but failure to do so shall not impose obligation or liability of any kind upon the trust or its representatives.

**ADDITIONAL INFORMATION:** Evidencing coverage for currently scheduled autos, mobile equipment, property and for events, meetings, classes and other activities held in and on certificate holder's premises.

5-15-2021

ISSUE DATE  
Cert # 30037

A handwritten signature in black ink, appearing to read "J. H. Clinton", is written over a horizontal line.

Authorized Representative  
LOCAL GOVERNMENT INSURANCE TRUST

**PROFESSIONAL SERVICES AGREEMENT**  
**SAMPLE CONTRACT FORM- DO NOT RETURN – Attachment D**

THIS AGREEMENT, made this *[insert day]* day of *[insert month]* by and between the **CITY OF GREENBELT**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and *[insert contractor's full legal name]*, hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide *[insert description]*.

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

**1. SCOPE OF WORK.** The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in *[insert RFP no. and description]*, to include *[list all addenda]*, hereto attached and made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated *[insert date]*, hereto attached a made a part hereof and identified as Exhibit "B", and in the CONTRACTOR'S best and final offer (BAFO) dated *[insert date]* hereto attached and made part hereof and identified as Exhibit "C". In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail over the aforementioned exhibits. In the event the terms of any of the exhibits conflict with each other, then Exhibit "C" shall prevail over both Exhibits "B" and "A". In the event the terms of Exhibit "B" conflict with Exhibit "A", then Exhibit "A" shall prevail over Exhibit "B". In the event of a conflict in the terms contained in the documents in Exhibit "C", the terms of the most recently dated document shall prevail.

The Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

**2. REVIEW BY CITY.** The Contractor agrees that the work and records covered by this Agreement will be subject to review, at all times, by representatives of the City.

**3. OWNERSHIP RIGHTS.** All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or its subcontractors shall become the property of the City.

**4. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order

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11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**5. INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Agreement.

**6. TIME OF THE ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

**7. CONTRACT TERM.** This Agreement shall be effective upon execution of the contract and shall continue through **[INSERT DATE]** with possible renewal options, subject to the annual review of the City Treasurer, the satisfactory performance of the Offeror, the concurrence of the Greenbelt City Council and the annual availability of an appropriation.

**8. TERMINATION FOR CONVENIENCE.** The City may terminate this Agreement for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

**9. TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Agreement is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor, and the City may withhold any payments due the

Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

**10. COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with Federal, State, County and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

**11. SUBCONTRACTS.** None of the services covered by this Agreement shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Exhibit "A" for negligent acts, errors, and omissions of subcontractors and their employees and the City shall be named as an insured party.

**12. ASSIGNMENT.** The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

**13. INSURANCE.** The Contractor shall carry insurance with limits as required in Exhibit "A" by the City and shall provide to the City a certificate evidencing the same.

**14. CONFLICTS OF INTEREST.** The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.

**15. DISPUTES.** Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with the City's Purchasing Procedures as set forth in Chapter 2 of the Greenbelt City Code.

**16. GOVERNING LAW.** This Agreement is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

**17. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Agreement shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Agreement without the City's express written consent which may be withheld in the City's sole and absolute discretion.

**18. INDEPENDENT CONTRACTOR.** The Contractor shall perform this Agreement as an

independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

**19. COMPENSATION.** The Contractor shall provide to the City the services described in the amount not to exceed *[insert dollar amount in words]* dollars (\$*[insert dollar amount in numbers]*). In the event the labor hours and expenses exceed this amount the Contractor shall complete the tasks with no additional compensation.

**20. INVOICING.** Invoices for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Greenbelt, Attn: *[insert contact and department]*, 25 Crescent Road, Greenbelt, MD 20770.

**21. MODIFICATION.** This agreement may be modified only by written instrument signed by both parties hereto.

**22. 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.

**23. CONTRACT WORK HOURS AND SAFETY STANDARDS.** Contracts that are in excess of \$100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

(1) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.

(2) Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (CITY NAME) shall upon its own action or upon written request of an authorized representative of the Department of Labor

withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**24. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT.** Contracts and subgrants in excess of \$150,000 must contain a provision that requires the non-federal award to agree to comply with all applicable standards, orders, or regulations of the Clean Air Act and Federal Water Pollution Control Act.

#### **Clean Air Act**

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funding.

#### **Federal Water Pollution Control Act**

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (NAME OF CITY) and understands and agrees that the (NAME OF CITY) will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with American Rescue Plan Act funds.

**25. SAM.gov REGISTRATION.** The U.S. Treasury requires all contractors administering a program or

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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. Contracts will not be awarded to parties listed on the government-wide exclusion in SAM.gov.

**26. BYRD ANTI-LOBBYING AMENDMENT.** Contractors who apply or bid for an award of \$100,000 or more shall file the required Byrd Anti-Lobbying certification attached at the end of this contract. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

**27. PROCUREMENT OF RECOVERED MATERIALS.** Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**28. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.**

(a) Contractors are prohibited from obligating or expending funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology

Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.

## **29. DOMESTIC PREFERENCE FOR PROCUREMENTS.**

(a) As appropriate and to the extent consistent with law, Greenbelt will, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**30. ENTIRE AGREEMENT.** This agreement, including the exhibits attached hereto, constitutes the entire agreement between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

**Principal Contacts (Note: name the person with the day-to-day responsibility for contracted work)**  
Any notice, provisions or communications required under this contract should be directed as follows:

**IF FOR THE CITY OF GREENBELT:**

Name:

Address:

Phone No.:

Email Address:

**IF FOR THE CONTRACTOR NAME:**

Name:

Address:

Phone No.:

Email Address:

Approving Signatures

Signatures acknowledge receipt and understanding of this agreement. Signed and agreed to on the dates indicated below: (Name City Manager or his/her designee)

**ATTEST:** City of Greenbelt

Approved by: \_\_\_\_\_  
Interim City Manager

\_\_\_\_\_  
Date

City of Greenbelt

**ATTEST:** Company Name

Company Representative

Approved: \_\_\_\_\_

\_\_\_\_\_  
Date

## ATTACHMENT

### Byrd Anti-Lobbying Certification

#### CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization:

Street address:

City, State, Zip:

CERTIFIED BY:(type or print)

TITLE:

---

(Signature)

---

(date)



**ATTACHMENT E**  
**GENERAL TERMS, CONDITIONS AND INSTRUCTIONS – DO NOT RETURN**

**1. TERMS AND CONDITIONS:** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the contractor unless accepted in writing. Words and abbreviations which have well known technical or trade meanings are used in accordance with such meanings.

**2. SUBMISSION OF BID:** Unless otherwise specified in the solicitation, all bids are to be submitted in a sealed envelope to the Human Resources Office, 25 Crescent Road, Greenbelt, MD 20770. The envelope shall be clearly marked with the invitation for bid number. Unless otherwise specified, the following forms must be submitted:

- Bid proposal page(s) in duplicate
- Affidavit Form(s), Attachment B
- References, if requested
- Other forms as requested in the document.

The bid proposal form must be typed or written in ink. Conditional bids and bids containing escalator clauses will not be accepted. All bids must be regular in every respect and no interlineation, exclusions, or special conditions shall be made or included. Bids must contain an original signature, in the space provided, of an individual authorized to bind the bidder.

**4. LATE BIDS:** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.

**4. ADDENDUM:** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will remain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications will not be binding on the City. Such addendums, if issued, will posted at: <https://www.greenbeltmd.gov/government/advanced-components/rfp>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.

**5. BID OPENING:** All bids received in response to an Invitation for Bid will be opened at the date, time and place specified and publicly read.

**6. ACCEPTANCE OF BIDS:** Unless otherwise specified, the City will accept or reject any or all bids or any or all items within ninety (90) days after the date of bid opening, unless extended by mutual consent of all parties.

**7. BIDDER INTEREST IN MORE THAN ONE BID:** Multiple bids received in response to a single

Page 42 of 50

solicitation from an individual, firm, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a firm acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.

**8. PRICES:** Bids must be submitted on a firm, fixed price, F.O.B. Destination basis only unless otherwise specified herein.

**9. ERRORS IN BIDS:** When an error is made in extending total prices, the unit price will govern. Erasures in bids must be initialed by the bidder.

**10. TAX EXEMPTION:** The City is exempt from the payment of any federal excise or any Maryland sales tax.

**11. SPECIFICATIONS:** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the contract documents. In the process of assembling and binding the bid documents individual pages or drawings may have been inadvertently omitted. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that bid documents are incomplete.

**12. BID AWARD:** The award will be made to the offeror/proposer whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's/proposer's responses, including total net cost to the City. In the event that the offeror/proposer to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror/proposer of intent to award the contract to the next most qualified offeror/proposer, or to call for new proposals.

**13. MULTI-YEAR BIDS:** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi-year contract shall be null and void, effective July 1st of the affected year. Should the vendor decline the City's right to exercise any option period, the City may consider the vendor in default, which may affect that vendor's eligibility for future contracts.

**14. BIDDER'S PAYMENT TERMS:** The City will reject as non-responsive a bid under this solicitation, which is conditioned on payment of proper invoices in less than thirty (30) days. However, this does not preclude a bidder from offering a prompt payment discount for payment of proper invoices in less than thirty (30) days.

**15. INTERPRETATION:** Any questions concerning terms, conditions and definitions of the contract and bidding regulations shall be directed in writing to the HR Director. The submission of a bid shall be prima facie evidence that the bidder thoroughly understands the terms of the contract documents. The Contractor shall take no advantage of any error or omission in these contract documents.

**16. BRAND NAME OR EQUAL** Identification of an item by manufacturer's name, trade or brand name, or catalog number is for information and establishment of a quality level desired and is not intended to restrict competition. Bidders may offer any brand which meets or exceeds the specification, unless 'brand name only' is specified. Bids on other makes and/or models will be considered provided the bidder clearly states on the proposal what is being proposed and forwards with the bid complete descriptive literature indicating how the characteristics of the article being offered will meet the specifications. The City reserves the right to accept or reject items offered as an equal.

**17. EXECUTION OF AGREEMENT** Subsequent to award and within fifteen (15) calendar days after the prescribed forms are presented to the Contractor, the Contractor shall execute and deliver to the City the required Agreement and other forms as requested. Failure of the successful bidder to execute the Agreement and supply other required forms within fifteen (15) calendar days shall constitute a default. The City may either award the contract to the next low responsive and responsible bidder or re-advertise the bids, and may charge against the original bidder the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed. If a more favorable bid is received by a re-advertising, the defaulting bidder shall have no claim against the City for a refund.

**18. MATERIALS** All materials shall be new and free from defects. They shall be standard products of current manufacture. Unless otherwise noted in the contract documents, the Contractor shall abide by specific manufacturer instructions and recommendations on installation and operation.

**19. TRAVEL TIME:** No payment for travel time to or from the job site shall be charged. Charges begin when the Contractor arrives at each job site and end when the Contractor leaves the job site. The Contract Administrator will verify time records.

**20. BILLING:** Unless otherwise specified invoices are to be submitted to the "Bill To" address 25 Crescent Road, Greenbelt, MD 20770 immediately upon completion of services.

**21. PAYMENT:** Payment shall be made after satisfactory performance of the contract/complete delivery in accordance with all of the provisions thereof, and upon receipt of a properly complete invoice. The City reserves the right to withhold any or all payment or portions thereof for Contractor's failure to perform in accordance with the provision of the contract or any modification thereto. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the City and every officer and agent thereof, from all claims by and liabilities to the Contractor for anything done or furnished for or relating to or affecting the work under the contract.

**22. PAYMENT OPTION:** The Vendor will submit invoices in person at 25 Crescent Road, Greenbelt, MD 20770 or electronically to Tyra Smith at [tsmith@greenbeltmd.gov](mailto:tsmith@greenbeltmd.gov). Funds will be distributed to the vendor in the form of a check from the Finance Department.

**23. TRANSFER OF TITLE:** The Contractor warrants that title to all work, materials and equipment will pass to the City upon the receipt of payment by the Contractor, free and clear of all liens, claims, interests or encumbrances.

**24. DEFECTIVE MATERIALS/WORKMANSHIP:** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. If the work shall be found to be defective or to have been damaged before final acceptance, the Contractor shall make good such defect in a manner satisfactory to the City, without extra compensation even though said defect or injury may have not been due to any act or negligence of the Contractor.

**25. CHANGES IN QUANTITIES/ITEMS:** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion as given in the Bid or Proposal wherever it deems it advisable or necessary so to do and such changes shall in no way invalidate the contract nor affect the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity. The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items or services are being purchased.

The Contractor will be paid for the actual amount of authorized work done or material furnished under any item of the bid at the price bid and stipulated for such item. In case any quantity is increased, the Contractor shall not be entitled to any increased compensation over and above the unit price bid for such item, or any claim for damages on account of loss of anticipated profits should any quantities be decreased. The Contractor shall be responsible for confirming the accuracy of the specified quantities prior to ordering materials or supplies and the City's payment shall be based on the actual quantities incorporated in the work and not the quantities specified in the bid document. The quantities must not exceed the contract specified quantities without specific written authorization of the City Contact or Finance Department and it is the Contractor's responsibility to obtain said authorization.

**26. DISPUTES:** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive.

**27. EXTRA COSTS:** If the Contractor claims that any instructions by the contract documents or otherwise involve extra compensation or extension of time, a written protest must be submitted to the City Contact within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so

made.

**28. LEGAL REQUIREMENTS:** All materials, equipment, supplies and services shall conform to applicable Federal, State, County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

**29. INDEMNIFICATION OF THE MAYOR AND COUNCIL:** The Contractor shall indemnify and save harmless, the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Council may be subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on the part of the Contractor, or subcontractors or agents thereof.

**30. ETHICS REQUIREMENTS:** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Greenbelt or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Greenbelt, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Greenbelt, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.

**31. TERMINATION FOR CAUSE:** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award made to next low Bidder, or, articles specified may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor or his surety shall be liable to the City for costs to the City in excess of the defaulted contract prices.

**32. TERMINATION FOR CONVENIENCE:** This Contract may be terminated, in whole or in part, upon written notice to the Contractor when the City determines that such termination is in its best interest. The termination is effective 10 days after the notice is issued, unless a different time is given in the notice. The City is liable only for payment for goods and services delivered and accepted or approved by the City prior to the effective date of the termination.

**33. EMPLOYEES:** The Contractor shall employ only competent, skillful persons to do the work, and whenever the Project Manager shall notify the Contractor in writing that any person employed on the work is, in their opinion, incompetent, disobedient, disorderly, discourteous or otherwise unsatisfactory, such person shall be discharged from the work and shall not again be employed for this contract except with the consent of the Project Manager.

**34. LANGUAGE:** If applicable, the Contractor shall appoint one or more crewmembers or supervisors to act as liaison with the City and emergency services personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.

**35. SENSITIVE DOCUMENTS:** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City. Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement.

**36. DOCUMENTS, MATERIALS AND DATA:** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the Contractor or supplied by the City.

**37. IMMIGRATION REFORM AND CONTROL ACT:** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**38. EQUAL EMPLOYMENT OPPORTUNITY:** The Contractor will not discriminate against any employee or applicant for employment because of age (in accordance with applicable law), ancestry, color, national origin, race, ethnicity, religion, disability, genetics, marital status, pregnancy, presence of children, gender, sexual orientation, gender identity or expression, or veteran status. The Contractor will take affirmative action to ensure that applicants are employed, and the employees are treated

fairly and equally during employment with regard to the above. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination, rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. Contractors must also include the same nondiscrimination language in all subcontracts.

If the Contractor fails to comply with nondiscrimination clauses of this contract or fails to include such contract provisions in all subcontracts that subcontractors will not discriminate against any employee or applicant for employment in the manner described above, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Greenbelt. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records, and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

**39. PERMITS AND REGULATIONS:** Unless stipulated elsewhere in these specifications, the Contractor shall be responsible for obtaining and paying for all applicable permits. Where signatures of the City are required in connection with the obtaining of such permits, certificates, etc., the Contractor shall prepare the proper paperwork and present it to the City for signature. City of Greenbelt Permit fees shall be waived. If the Contractor ascertains at any time that any requirement of this contract is at variance with applicable laws, ordinances, regulations and/or building codes, notification to the City Contact shall be made immediately and any necessary adjustment to the contract shall be made. Without proper notice to the City Contact, the Contractor shall bear all costs arising from the performance of work the Contractor knows to be contrary to such laws, ordinances, etc.

**40. SERVICE OF NOTICES:** The mailing a written communication, notice or order, addressed to the Contractor at the business address filed with the City, or to their office at the site of the work shall be considered as sufficient service upon the Contractor of such communication, notice or order; and the date of said service shall be the date of such mailing. Written notice shall also be deemed to have been duly served if delivered in person to the individual or member of the firm or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

**41. PATENT RIGHTS:** Whenever any article, materials, equipment, process, composition, means, or things called for by these specifications is covered by letters of patent, the successful bidder must secure, before using or employing such article, material etc., the assent in writing of the Owner or Licensee of such Letters of Patent and file the same with the City. The said assent is to cover not only the use, employment, and incorporation of said article, material, equipment, process, composition, combination, means, or thing in the construction and completion of the work but also the permanent use of said article, material, etc., thereafter by or on behalf of the City, in the operation and

maintenance of the project for the purposes for which it is intended or adapted.

The Contractor shall be responsible for any claims made against the City, its agents and employees or any actual or alleged infringement of patents by the use of any such patented articles, etc., in the construction and completion of the work, and shall save harmless and indemnify the City, its agents and employees from all costs, expenses, and damages, including Solicitor's and Attorney's fees which the City may be obligated to pay by reason of any actual or alleged infringement of patents used in the construction and completion of the work herein specified.

**42. ABANDONMENT OF OR DELAY IN WORK:** If the work under the contract shall be abandoned by the Contractor, or if at any time the City shall be of the opinion and shall so certify, in writing, to the Contractor, that the performance of the contract is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of the contract or is executing the same in bad faith or if the work is not fully completed within the time specified for its completion, together with such extension of time as may have been granted, the City by written notice, may order the Contractor to discontinue all work there under, or any part thereof, within the number of days specified on such notice.

At the expiration of said time the Contractor shall discontinue the work, or such part thereof, and the City shall have the power, by contract, or otherwise, to complete said work and deduct the entire cost thereof from any monies due or to become due the Contractor under the contract. For such completion of work the City may, for itself or its Contractor, take possession of and use or cause to be used any or all materials, tools, and equipment found on the site of said work. When any part of the contract is being carried on by the City, as herein provided, the Contractor shall continue the remainder of the work in conformity with the terms of the contract and in such manner as not to interfere with the City's workmen.

**43. SUBLETTING OR ASSIGNING OF CONTRACT:** The City and the Contractor each bind themselves, their partners, successors, assigns and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract documents. Neither party to the contract shall sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein to any person, firm or corporation without the written consent of the other party, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City.

**44. SUBCONTRACTING:** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract. This does not relieve the contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

**45. NO WAIVER OF CONTRACT:** Neither the acceptance by the City nor any order, measurement,



certificate or payment of money, of the whole or any part of the work, nor any extension of time nor possession taken by the City shall operate as a waiver of any portion of the contract, or any right to damage therein provided. The failure of the City to strictly enforce any provision of this contract shall not be a waiver of any subsequent breach of the same or different nature.

**46. MEASUREMENT OF WORK AND MATERIAL:** The work and material to be paid for will be measured and determined by the City according to the specifications and drawings. No allowance will be made for any excess above the quantities required by the specifications and drawings on any part of the work, except where such excess material has been supplied or work done by order of the City and in the absence of default or negligence on the part the Contractor. Should the dimensions of any part of the work or of the materials be less than those required by the drawings or the directions of the City, only the actual quantities placed will be allowed in measurement.

**47. CONTINGENT ITEMS & QUANTITIES:** Items and quantities identified as being contingent are provided in the contract for use when and as directed by the City. These items are established for the purpose of obtaining a bid price. The quantities for these contingent items may be increased or decreased without any adjustment to the contract unit price bid or the contingent items may be deleted entirely from the contract by the City. The Contractor shall submit no claim against the City for any adjustment to the contract unit price bid, should the contingent items be increased, decreased or eliminated entirely. Payment for any contingent items used will be made on the basis of the quantities as actually measured and as specified in the Specifications.

**48. GUARANTEE PERIOD:** The Contractor shall warrant and guarantee the work required under this contract for a period of twelve (12) months from the date of Final Acceptance. The Contractor warrants and guarantees to the City, that materials and equipment furnished under the contract shall be of good quality and new unless otherwise required or permitted by the contract documents, that all work will be in accordance with the contract documents, and that all work will be of good quality, free from faults and defects. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

The Contractor's obligation to perform and complete the work in a workmanlike manner, free from faults and defects and in accordance with the contract documents shall be absolute. The Contractor shall remedy, at his own expense, and without additional cost to the City, all defects arising from either workmanship or materials, as determined by the City, or City's representative. The obligations of the Contractor under this Paragraph shall not include normal wear and tear under normal usage. If the Contractor does not, within ten (10) days after notification from the City, signify his intention in writing or inaction to correct work, as described above, then the City may proceed with the work and charge the cost thereof to the account of the contract as herein before provided. Warranty documents shall be furnished by the Contractor and shall be delivered to the City before final payment is made.

**DO NOT WRITE BELOW LINE**

# CREATING A DIVERSITY, EQUITY & INCLUSION LENS



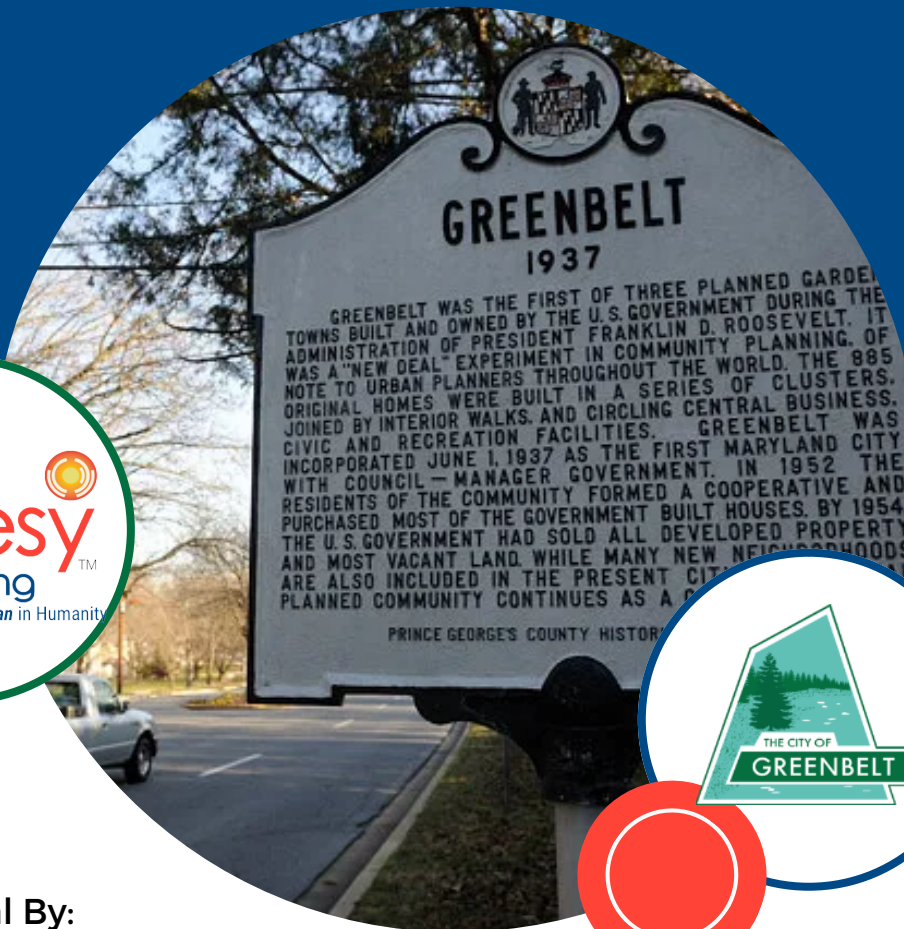
05/25/23

Proposal By:

**Tribesy Consulting**

Proposal For:

**City of Greenbelt**



65 Enterprise  
Suite 400

Aliso Viejo, CA 92656

[www.Tribesy.net](http://www.Tribesy.net)

# LETTER OF TRANSMITTAL

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Tribesy Consulting submits this proposal in response to the City of Greenbelt Diversity, Equity and Inclusion City Audit.

Reena Doyle and Gail Watts as co-founders of Tribesy Consulting are each authorized to:

- Contractually obligate the firm;
- Negotiate contracts;
- Clarify questions.

## **Tribesy Consulting**

65 Enterprise, Suite 400  
Aliso Viejo, CA. 92656

[www.Tribesy.net](http://www.Tribesy.net)

## **Reena Doyle**

r2d@Tribesy.net  
909-493-8393



## **Gail Watts**

gjw@Tribesy.net  
650-576-9308





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# TAB 1

## PROPOSAL ACKNOWLEDGEMENT



## **Proposal Acknowledgement | Attachment -A**

The undersigned agrees that all the terms and conditions of this solicitation and offer may, at the City's option, be made applicable in any contract issued as a result of this solicitation.

Business Firm's Typed Name: Tribesy Consulting

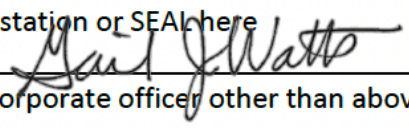
Name and Title of Person

Authorized to Sign Proposal: Gail Watts, Co-founder/Partner or Reena Doyle, Co-founder/Partner

Signature: Date: 5/24/23

Date: \_\_\_\_\_

Corporate Attestation or SEAL here

Signature: 

Date: 5/24/23

(Corporate officer other than above)

Name and Title of Person

Attesting to Authorized Signature: Reena Doyle, Co-founder/Partner

### **NAME AND SIGNATURE REQUIREMENTS FOR PROPOSALS AND CONTRACTS**

The correct legal business name of the proposer must be used in all contracts. A trade name (i.e., a shortened or different name under which the firm does business) should not be used when the legal name is different.

Corporations must have names that comply with State Law. The proposer's signature must conform to the following:

Where the proposer is a corporation, a corporate seal is required.

Where the proposer is a partnership, at least one general partner must sign.

Where the proposer is a sole proprietor, the owner of the company must sign.

### **ACKNOWLEDGMENT OF SOLICITATION AMENDMENTS**

Please note, that it is the proposer's responsibility to check the City's website frequently for Addendums, which may impact pricing, this documents requirements, terms and/or conditions. Failure to sign and return an Addendum with your response may result in disqualification of proposal.

The proposer acknowledges receipt of the following amendment(s) to the solicitation:

Amendment Number | Date: none

Amendment Number | Date: \_\_\_\_\_

Amendment Number | Date: \_\_\_\_\_

# TAB 2

## IDENTIFICATION OF CONFIDENTIAL PROPRIETARY INFORMATION

# PROPRIETARY INFORMATION

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Tribesy confidential and propriety information are located in the following sections of this submittal:

Pages 5-26

**Tribesy Approach**

**Tribesy Plan for Scope of Work**



# TAB 3

## WORK PLAN PROJECT APPROACH

# EXECUTIVE SUMMARY

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Local governments must constantly weigh the interests of a variety of community-based groups, neighborhoods, businesses and corporations, philanthropy, media, and political parties that jostle for power and influence. Frequently, the issues are defined as competing against one another in a “zero sum” framework where one group “wins” at the expense of another. Issues can be further compounded when one considers that local government structures are inherited and exist both in a historical and present day context of policies, laws and culture with an ever shifting residential and business population.

**We recognize there is a tension between laying the foundation for long-term change and calls for action to do something now. The two don’t have to be mutually exclusive.**

**We also understand that cultural and structural organizational change can be perceived as daunting and overwhelming. It doesn’t have to be.**

Tribesy recommends a customized and flexible approach that incorporates components of the proposal into an overall process of Managing Diversity, Equity and Inclusion (DEI) Organizational Change. Additionally, the Tribesy Approach ensures a foundation for holistic and systemic change centering justice, equity, diversity and inclusion as discrete, active concepts that complement one another.



As the premier Diversity, Equity and Inclusion consulting firm with city governments and nonprofits, Tribesy consultants have almost 30 years of results oriented experience. We assist local governments/ non-profits in Maryland and across the United States to infuse and operationalize diversity, equity and inclusion through processes that are both systemic and sustainable.

It is vital to have a consulting partner that understands the area and historical local connections of multiple agencies, functions and communities. Tribesy is uniquely that partner as one principle consultant grew up in Maryland and is intimately knowledgeable of the City of Greenbelt and its connection to surrounding areas. With various consulting experiences across the United States and in Maryland in particular, Tribesy has a strong connection to the culture, history and dynamics of the City of Greenbelt (The City).

We have decades of experience working with local governments, nonprofits and unions in 48 of the 50 states, which is detailed further in Tab 4. Tribesy's experience has led to the development of a customized and nuanced approach that:

- Provides greater confidence and empowerment in addressing the complexities of "isms."
- Allows for the City to move towards liberation from practices that have the unintended impact of oppression or exclusion.
- Develops comfort with discomfort through building cross cultural community.
- Focuses on an intentional transformation and measurable process that includes all operations of the city.
- Improves the City's effectiveness internally and externally in multiple areas.
- Connects the various communities within the City.
- We are excited about the possibility of partnering with the City of Greenbelt on this journey and would love an opportunity to discuss our experience and expertise.

# Tribesy Approach

Tribesy intentionally draws upon cultures from around the globe, rather than a singularly "western" view of DEI. Over the decades we have learned from multiple indigenous cultures, which has shaped our approach, practice and processes.

**Different outcomes necessitates using different methods. Therefore, Tribesy's approach centers:**



**Tribesy 4 Pillars**



**DEI Lens**



**Community impact**



**Strategy**

## Tribesy 4 Pillars

Tribesy's four pillars are infused in all aspects of our consultation. **Transformative questions** allow us to engage, coach, assess and build roadmaps. Below are a few examples.



### Healing

**Contrary to popular thinking, time does not heal all wounds, the practice of healing, heals wounds.**

Historic, generational and present day trauma is experienced by many groups. While changing harmful policies and practices can negate future harm, it does not automatically create healing.

- What groups are experiencing generational and present day trauma?
- Are there harms that must be acknowledged to support healing?
- What do communities need to feel a true sense of belonging?

"Judge a man by  
his questions rather  
than his answer."  
- Voltaire



## Seeking Truths and Knowledge

### Breaking generations of a single story.

Integrating multiple perspectives of past systems and understanding dynamics that exist today and currently impact The City.

- What is the impact of historical structures, procedures and practices on the current system?
- Are there embedded “knowledge barriers” that must be unlearned?
- Is much of what we think we know to be the truth, actually a dominant culture perspective about minoritized communities?



## Creating a Journey

### Intentional brave spaces of DEI exploration and liberation

A long-term trek of transformation centered in deepening insights, supporting growth, building comfort with discomfort and guidance to support community and institutional transformation.

- In what ways can individuals/groups who are new to the work be supported, while insuring those further along on their journey can deepen their insights?
- How do we make sure to take care with minoritized communities during this process?



## Taking Action and Creating Change

### In DEI, actions speak louder than words, but words create accountability to actions

Identify open innovative spaces to take action and create change on the individual, community and institutional levels.

- Is there space that supports creativity and innovation structurally?
- What is the impact of changes on individuals and groups within city systems?
- What would a “change agent” environment look like?

---

## Community Impact

It is rare that entities in the United States are responsible for ascertaining, reporting and shifting policies based upon their impact on the most vulnerable communities. Frequently, “impact” is reported as people served, dollars spent or legislation passed without making connections to quality of life.

A community impact approach analyzes the ways communities and groups are affected directly and indirectly, which effects access, engagement and perceptions. A community impact approach also examines the effects of intended or unintended exclusion that may require addressing harm in order to engage with these communities. In particular, a community impact approach requires engaging communities in the process.

This approach also takes into account that for many, identity is based in community, not the individual. Therefore, community actualization recognizes the community bears responsibility to ensure the greater good, ensure basic needs are met, safety and creating conditions for the expression of purpose. Each generation sees it as their responsibility to perpetuate their culture by adding to communal wisdom while passing on teachings. (Dr. Cindy Blackstock)

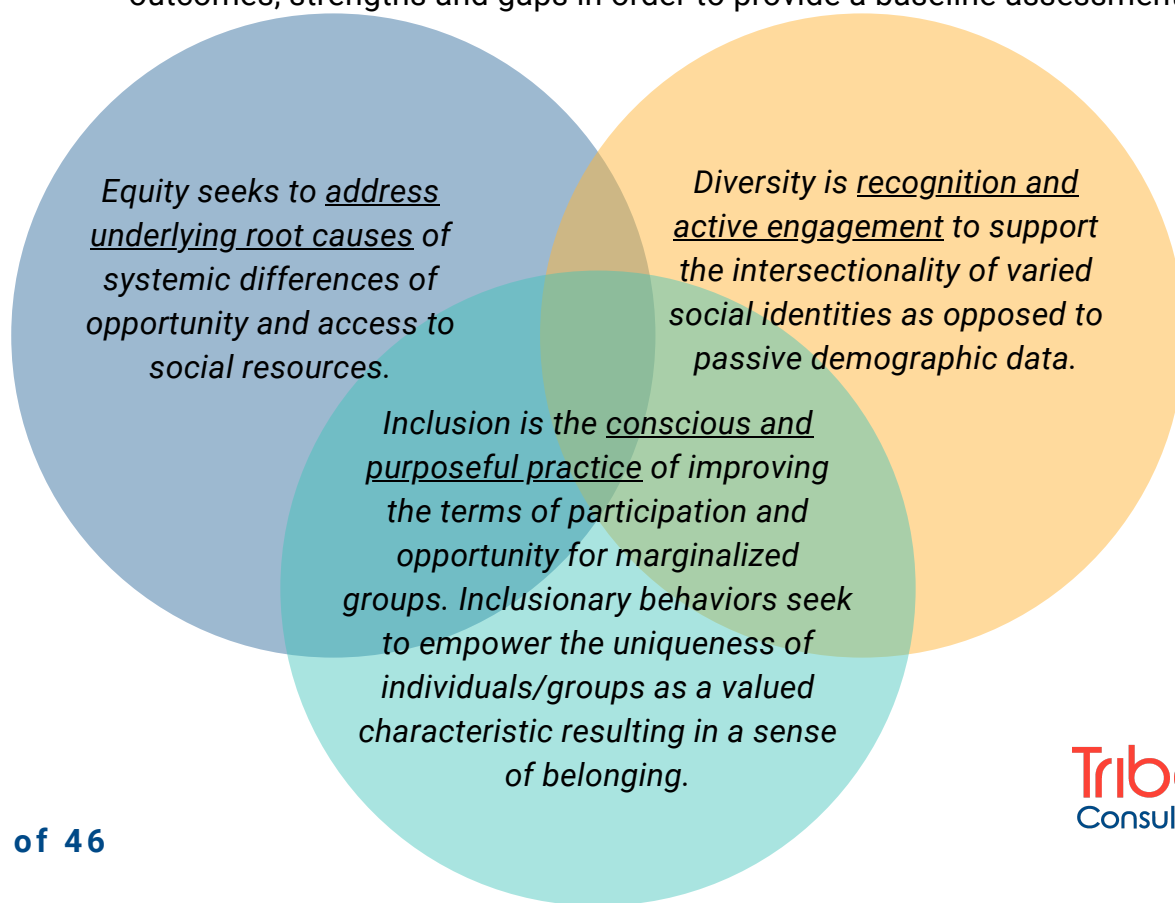
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## DEI Lens

A DEI Lens is a more comprehensive, yet focused tool that utilizes diversity, equity and inclusion as discrete and active concepts while utilizing their points of intersection to provide a focused lens.



While these terms are used in common vernacular, they are frequently used interchangeably and not well understood in terms of how they apply to daily activities, interactions, culture and structure. These foundational concepts (as defined below) allows Tribesy to assess root causes of current outcomes, strengths and gaps in order to provide a baseline assessment.



---

## Strategy

*"For me, nonviolence was not a moral principle but a strategy; there is no moral goodness in using an ineffective weapon."*

- Nelson Mandela



Throughout the process, Tribesy partners to develop strategies regarding messaging, timing, guidance, framework, training as well as establishing points of contact and building connections. Since the city cannot shut down in order to reboot, it is vital to be strategic in:

- determining components necessary to address calls for change while,
- not being reactionary while,
- creating a foundation that supports long term change.



# Plan Overview

"Traditional" organizational change models simply add DEI to their framework and do not address the complexities of local governments.

Tribesy recommends a customized and flexible approach that incorporates components of the proposal into an overall process of Managing Diversity, Equity and Inclusion (DEI) Organizational Change as indicated in the chart below. **DEI transformation is not linear and components overlap in practice.**

8

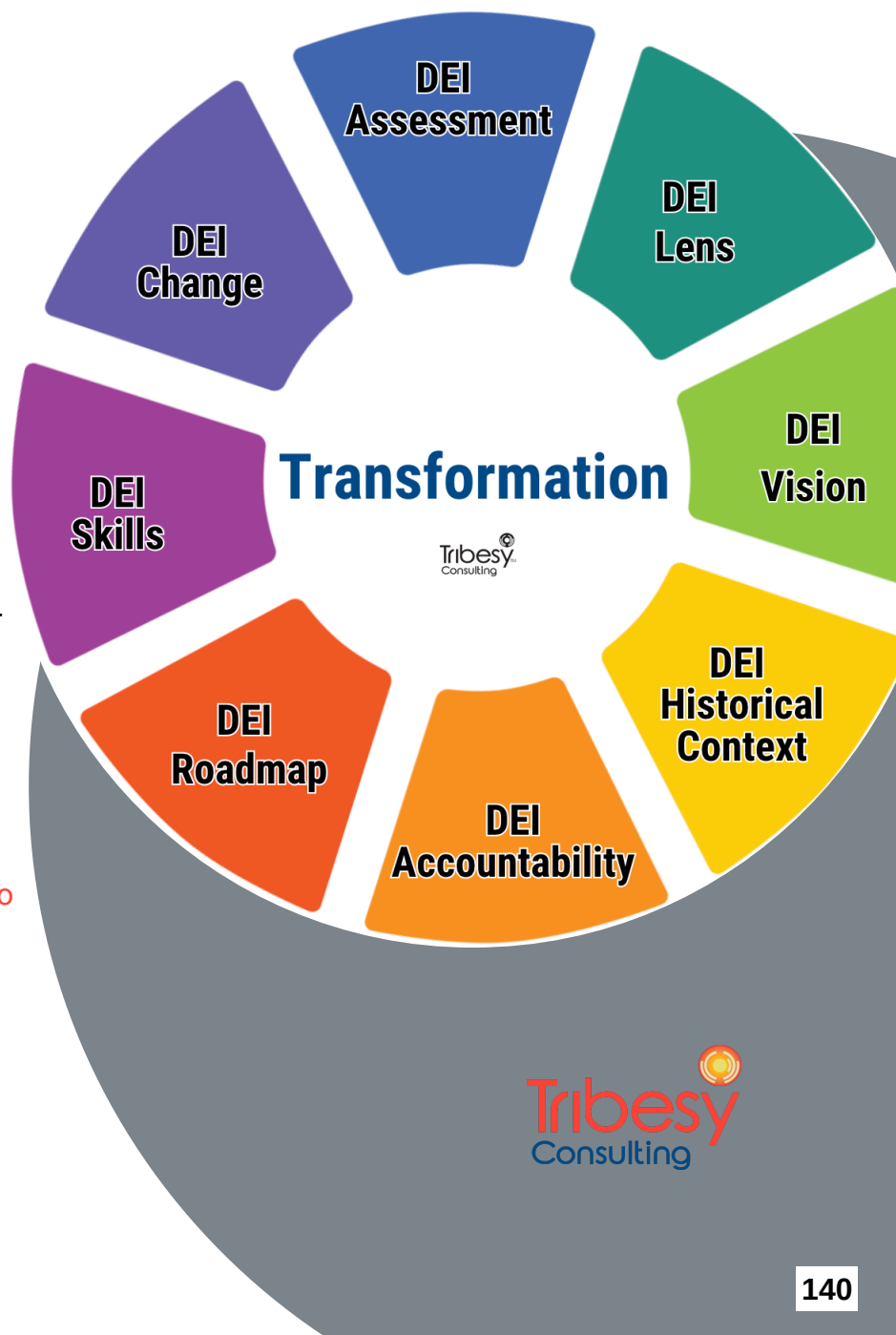
## DEI Transformation

There are eight major components that are essential for a sustainable change based in DEI.

MISSING

If any component is missing or under developed, it will lead to outcomes other than intended:

- Lack of DEI assessments = **false start**
- Lack of DEI vision = **confusion**
- Lack of DEI Roadmap = **status quo**
- Lack of DEI Lens = **status quo**
- Lack of DEI accountability = **frustration**
- Lack of DEI skills = **trauma**
- Lack of Historical Context = **false start**
- Lack of DEI Change = **distrust**





# ASSESSMENT SUMMARY

## PRE-ASSESSMENT

It is vital to keep staff and the community engaged during the DEI process. Tribesy will help to message various forms of communication about The City's DEI Journey. The initial communications will not only announce the selection of DEI consulting partners, but lay a foundation of immediate next steps in the process.

Tribesy recommends a transparent process in an understandable and visual format. We also recommend that DEI communiqué happen via various venues and outlets (i.e. emails, website, virtual meetings, newsletters, video, PSAs, flyers, etc).

The pre-assessment phase includes:

- Initial meeting(s) with City Project Manager
- Establish regular checkins, updates and strategy sessions
- Design and development of Pre-assessment process presentations for key stakeholders
- Development of initial DEI communications.

## ASSESSMENT OVERVIEW



### Pre-assessment Meetings

Building relationships  
Strategy, communication, planning



### Process Presentations

Begin building trust  
Outlining processes



### Assessment Logistics

Documents (structural)  
Focus Groups, etc (cultural)



### Assessment Lens

Gaps/strengths using Tribesy 4 pillars, DEI lens, impact, strategy



### Presentations / Reports

Presentation of drafts / questions  
Final reports

---

## PROCESS PRESENTATIONS

Our experience in local government is that most staff and community (depending on the relationship with the City and levels of trauma) will access the DEI communications with “hopeful caution,” therefore it is imperative that the trust process begin immediately. The first level of trust (for most humans) is called **Deterrence - Based Trust**. This level of trust ensures that there are rules in place that prevent one person from taking advantage of or harming another. **Deterrence - Based Trust** is why the Process Presentations and the DEI communications are extremely important to the foundations of the City’s DEI Journey.

We recommend strategic process presentations to key staff and stakeholders prior to conducting the assessments. These presentations allow for open and honest conversations about the impetus, purpose and immediate next steps in the City of Greenbelt DEI journey. Our experience is that "process presentations" give a scope and structure to concepts that many may not be familiar within the workplace. This is also an opportunity to build connections between consultants and key personnel.

These presentations can be done virtually or in person (as designed by mutual agreement) and usually help to alleviate any anxiety about the DEI assessments as well as assist with the engagement of the structural and culture assessments.

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## ASSESSMENT LOGISTICS

- Coordination of logistics for focus groups for the cultural assessment
  - Coordination of logistics to distribute/collect an employee survey
  - Coordination of City site visits and “on the job” employee engagement
  - Coordination of documents for the structural assessment (city codes, policies, services, capital improvement, budget process and all city operations)
-



## **ASSESSMENT LENS**

- Tribesy 4 Pillars: healing, seeking truths and knowledge, creating a journey, action and change.
  - Diversity, Equity and Inclusion (DEI) Lens
  - Community impact
  - Strategy
- 

## **PRESENTATION / REPORTS**

- Presentation of draft findings (separate reports for structural and cultural) to city Project Manager and other key stakeholders with questions and time for digestion
  - Delivery and presentation of final report(s) to Council, staff and community
-



# ASSESSMENTS

## PHASE 1

A thorough DEI assessment is an effective diagnostic tool in order to surface root causes of current outcomes and serves as a foundation for the development of an action plan or roadmap. Phase 1 includes Tribesy's process for internal assessments in two overall categories.



### CULTURE



### STRUCTURE



People create systems based in culture.

Systems exist in both a historical and present day context.

Systems are perpetuated through socializing people.

Employee culture is tied to organizational structure; both are intrinsically connected as outlined in the graphic to the left.

#### Culture

Frequently, there is a focus on training in order to shift staff cultures. However, the effectiveness of such programs can be enhanced and/or hindered by the infrastructure, policies and practices, which may have a more immediate and daily impact on staff culture. In turn, the culture of staff impacts the community through the implementation of services and programs. An intersectional analysis examines various impacts to social identity groups, communities and individuals.

#### Structure

Local governments are often a myriad of policies, regulations, practices and culture that have been modified over time. Therefore, there is a legacy of infrastructure that impacts staff and in turn, the community. An intersectional structural analysis connects infrastructure to outcomes using the DEI Lens, pillars of healing, truths/knowledge, action/change, journey and strategic approaches.



## CULTURE

### Cultural Assessment Process

As part of the cultural assessment, Tribesy:

- Utilizes facilitated dialogue, surveys and focus groups to understand the nuances of cultures. Selection of cohorts and power dynamics among focus group members are important considerations in order to create a space where people can share openly.
- Individual interviews as needed and deemed appropriate.
- Site/departmental visits, informal conversations and observations
- Surveys may be used to gather contextual data specific to the assessment as well as establish a baseline for ongoing assessments.
- Research existing data to determine trends.
- Surface a wide range of qualitative and quantitative data that can determine strategies to move forward in a roadmap or action plan.
- Based on the outcome of focus groups/interviews, an additional survey assessment may also be conducted to develop training programs for inclusion in the strategic plan (below).

The Tribesy DEI Assessment process addresses the Scope of Work in the RFP:

- a) 1 thru 9

### Cultural Assessment Categories

Tribesy evaluates a wide range of categories. **Below is a sample only:**

- Understanding of diversity, equity and inclusion concepts/behaviors in the context of the city and staff roles.
- Generational fluidity (ability to communicate across generations)
- Levels of trust, trauma, understanding "isms" and confidence in DEI concepts
- Determine levels of social identity privilege or default within departments. (The default of privileged groups creates a singular "norm" impacting an individual or group's sense of identity, safety and belonging.)
- Metacognitive comfort (the ability of staff to challenge thinking, unlearn and learn)
- Impact of policies, events and cultural practices
- Commitment of leadership to DEI
- Psychological bravery and physical safety
- Work/life balance
- Staff surveys and demographics
- Internal DEI complaints
- Code of Conduct
- Creativity and innovative thinking

### Assessment of DEI Understanding and Skill

While the cultural assessment will likely shed some light regarding employee readiness, strengths and gaps, it is critical to specifically assess employees relative to foundational concepts in order to create a developmental training series/experiential learning program.

TAKE SURVEY



Survey staff regarding a variety of concepts such as: **history, vocabulary, socialization, intersectional identities, categorization, power/privilege, stereotypes, system vs individual, trauma, triggers, singular narratives, white default, brain process, institutional bias, equity, justice, changing paradigms, impact vs intent, blind spots, zero sum theory, characteristics of white supremacy culture, etc.**

---



# STRUCTURE

## Structural Assessment Process

As part of the structural assessment, Tribesy:

- Requests and analyzes pertinent documents that may include policies, plans, codes, programs, budgets, communications, suppliers, human resources practices, data collection, professional development programs, community engagement practices, demographics, etc.
- Asks different questions in order to collect and analyze qualitative and quantitative data based in the Tribesy 4 pillars, DEI lens, community impact and strategy.
- Speaks with key personnel to determine unwritten practices and day-to-day operations that may differ based on department.
- Informal departmental and site visits.
- Researches context and data to determine trends.
- Conducts facilitated dialogues/focus groups with key stakeholder groups to determine impacts.
- Utilizes global best practices to determine level of current engagement and build upon strengths.
- Sets benchmarks to measure future growth.

## Structural Assessment Categories

Tribesy evaluates a wide range of categories. **Below is a sample only:**

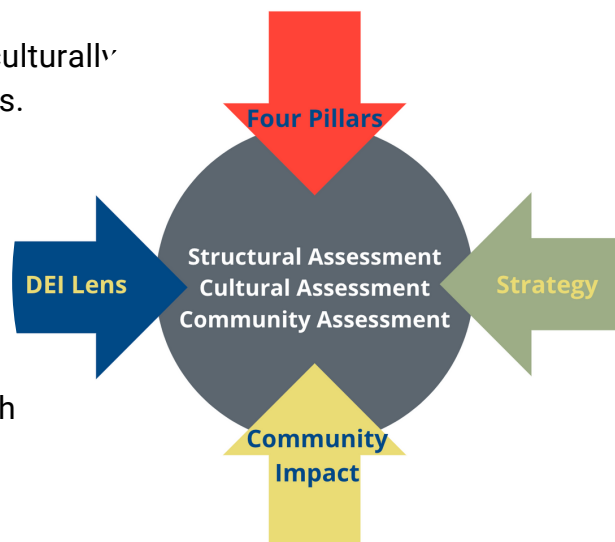
- DEI's application in city operations
- DEI decision making processes and expectations
- City codes
- Overall departmental operations
- City and departmental Strategic Plans
- Current and future major projects
- City and departmental staff meeting agendas
- DEI past trainings for staff and the broader community
- City's financials
- Procurement procedures and targets
- City and departmental mission and values
- Personnel Handbook
- Job descriptions, employee demographics, onboarding procedures, job postings and recruitment platforms
- Employee evaluations
- Hiring and salary evaluation procedures
- Employee centered committees
- Psychological testing for employees
- Promotional guidelines
- Business grants programs
- Capital projects
- Technology evaluations and impact reporting

## Assessment Outcomes

Because assessment reports contain significant amounts of information and can generate reactions and emotions, Tribesy recommends presenting key findings and recommendations in a draft format to key stakeholders along with guiding questions. A final report is delivered and presented at follow up meetings along with conversation about how best to share assessment information and provide context to stakeholders.

Assessments are conducted through the lens of Tribesy's 4 Pillars, an intersectional DEI lens, community impact and strategy. The process yields presentations, dialogue and reports which:

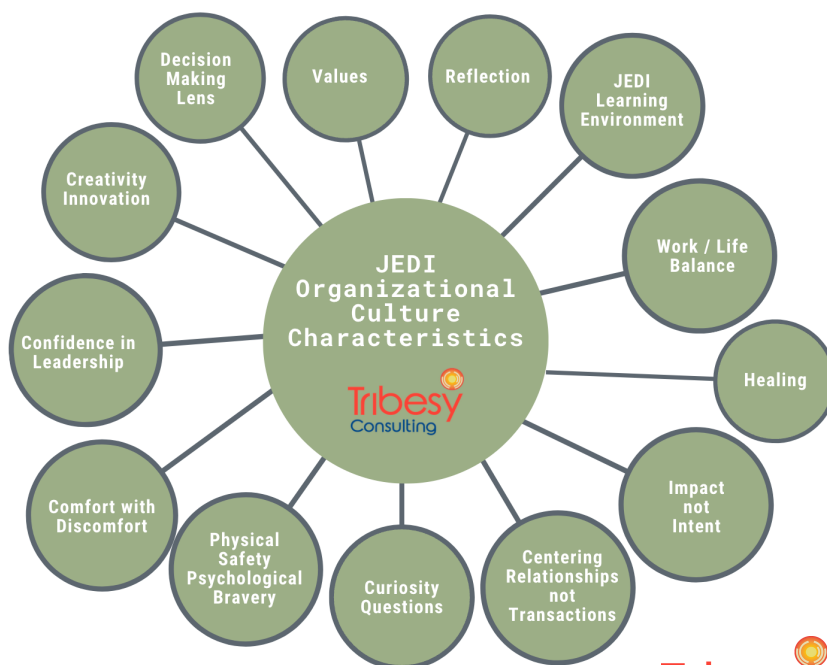
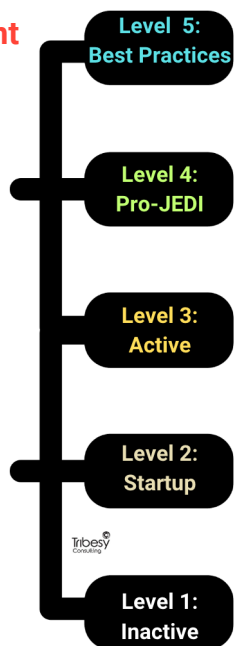
- Analyzes strengths and gaps structurally and culturally.
- Identifies impacts to marginalized communities.
- Sets benchmarks for DEI growth.
- Establishes best practices.
- Provides guidance and aligns goals.
- Honors dignity and justice.
- Builds on current competence skills.
- Establishes a framework of recommendations that can be built into a multi-year roadmap with accountability metrics for systemic and measurable transformation.



## Assessment Components/Benchmarks

Assessments are conducted in multiple categories that may vary depending on organizational structure. Examples are included in the chart below. Each category receives an assessment level as a benchmark as indicated.

### Assessment Levels





# Phase 2

## NEXT STEPS

NOT INCLUDED IN COST PROPOSAL

The eight components/phases of DEI organizational change are not linear. In practice, they tend to overlap and some components may happen simultaneously.



### Post Assessment

Phase 2 outlines processes for the other seven components of DEI organizational change including an overall process of staff and community engagement in:

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DEI roadmap/strategic plan development and areas of focus

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Development and facilitation of a DEI employee resource group (ERG)

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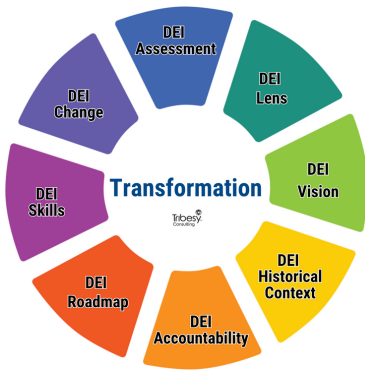
Crafting and adoption of a City of Greenbelt DEI why statement and vision, DEI lens and alignment tool

---

Foundational training and accountability metrics



# COMMUNITY IMPACT



If you want to know about the system... ask those it affects the most. Tribesvy will conduct an external, community-based assessment. A community impact assessment is a critical component of the assessment process; it will be combined with the cultural and structural assessments as a basis for development of the DEI roadmap or strategic plan.



## COMMUNITY

Rooted in the Tribesvy four pillars, Tribesvy involves the community into the DEI decision making throughout the DEI process. We use an engagement spectrum consisting of methods to listen, involve, collaborate and empower the community.

Tribesvy facilitates the engagement of the community to incorporate the values, interest, needs and desires of the most vulnerable communities into the municipal decision making process. This creates intentional spaces for focus groups, surveys, town hall meetings tailored to understand the experiences of various groups within the city with policies, practices, attitudes and levels of trust. Specifically, targeting those who have historically been marginalized within the current systems.

A key component to a sustainable DEI lens is in stakeholder input. Community engagement helps to forge authentic relationships with stakeholders, gathers vital data on vulnerable communities, and impacts the strategies and actions of the city governments.



# COMMUNITY

## Community Assessment Process

As part of the community assessment, Tribesy:

- Pre-assessment process as outlined in Tab 3 "Assessment Summary".
- Utilizes facilitated dialogue, focus groups and highly modified "town hall" meetings to understand the various communities within the city. Location and other logistics are important considerations in order to ensure an inclusive process.
- A community organizing campaign may be developed to ensure inclusive (not representative) involvement. This process depends on the relationship between community and the city.
- Informal neighborhood and site visits (i.e. parks, etc)
- Surveys may be used to gather contextual data specific to the assessment, as well as to establish a baseline for ongoing assessments.
- Research existing data to determine trends.
- Surface a wide range of qualitative and quantitative data that can determine strategies to move forward in a roadmap or action plan.

## Community Assessment Categories

Tribesy evaluates a wide range of categories. **Below is a sample only:**

- Community partnerships
- Community communications
- City sponsored events
- Community surveys
- Designation of marginalized communities
- Community understanding of diversity, equity and inclusion concepts and behaviors as it relates to city services
- Programs (i.e. housing, transportation, health, etc)
- Impact of staff culture and city practices on communities
- Levels of trust, trauma, understanding "isms" and confidence in DEI concepts
- Impact of public works and development on communities
- Access procedures for records and general public transparency
- City elections process
- City Council agendas
- Council community engagement process
- External DEI complaints filed about any "ism"
- Outdoor recreational spaces

# DEI LENS PHASE 3

## DEI Employee Resource Group

Development of the DEI Committee is critical as this group acts to shepherd the process within their sphere of influence. This could involve collaborating with the existing group and/or establishment of a different group. Tribesy will collaborate with/facilitate DEI Group meetings in the following areas:



### FOUNDATIONAL TRAINING



### CRAFTING A DEI LENS & ALIGNMENT TOOL/ADOPTION



### CRAFTING A WHY STATEMENT

## Foundational Training

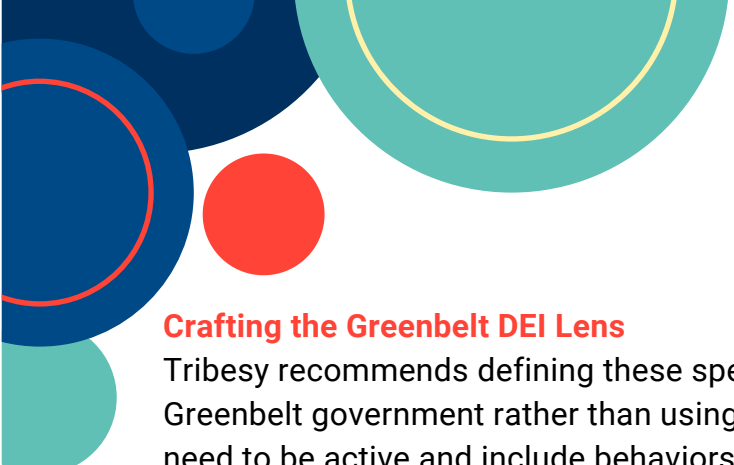
Foundational training and/or experiential learning opportunities that support the process may include:

- Dynamics of privilege(s)/blind spots
- Foundational concepts (ie. racism, colorism, white default, etc)
- Bias
- Socialization and intersectional identity as it applies to DEI

*"Definitions anchor us in principles. This is not a light point: If we don't do the basic work of defining the kind of people we want to be in language that is stable and consistent, we can't work toward stable, consistent goals."*

- Ibram X. Kendi





### **Crafting the Greenbelt DEI Lens**

Tribesy recommends defining these specific concepts within the context of the City of Greenbelt government rather than using explanations from other sources. Definitions need to be active and include behaviors that support the concepts. Ultimately, the ways these concepts are defined and interconnect will become the Lens for decision-making; therefore, it is important that they are contextualized in ways that all employee groups can understand and apply. Additionally, the process of developing specific definitions builds community, capacity and buy in for systemic transformation.

### **DEI Alignment Tool**

A DEI Alignment Tool is an effective and explicit way of measuring and proving action and change relative to the DEI Lens. It helps everyone using the DEI Lens steer clear of watered down decisions and actions and becomes a transparent means of decision-making. It is also an effective tool for action planning and aligning goals. Generally, an alignment tool is a short list of questions based on the definitions. Alignment tool questions are designed to target key components of the definitions that require a deeper dive and challenges the intent vs impact stream of thought.

### **Adoption of Lens/Alignment Tool**

Adoption of the definitions (Lens) and alignment tool institutionally ensures that this decision-making process becomes part of the structure and culture across all departments. Tribesy collaborates with key staff to “test” the lens and tool and strategize a process of adoption, education and daily application.

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# DEI VISION

## PHASE 3

### Define “Why” DEI/Vision

A vision statement communicates intent and provides direction from leadership. Different from a vision, a “why” statement communicates values from a heart and gut perspective, which drives behavior. A “why” statement is very useful when pushback and challenges occur. The why statements taps into meaningful concepts various communities can relate to.

Tribesy will collaborate with key stakeholders/DEI Group to develop the vision, “why” statements and develop a process to build consensus.



# ROADMAP/PLAN

## PHASE 3

### Purpose

A DEI-based roadmap/strategic plan is substantially different from "traditional" plans that have DEI as a component or project. It is **not a "check-the-box" list of actions** rather it **incorporates processes** that are based in DEI in order to move towards best practices.

Ultimately, the purpose of the plan is to operationalize the City's DEI lens through incorporating recommendations from assessments.



### OPERATIONALIZE DIVERSITY, EQUITY & INCLUSION

### Roadmap/Plan

The DEI cultural, structural and community assessments (Phase 1 and 2) are designed with the DEI roadmap/strategic plan in mind. A comprehensive plan puts into context:

- Baseline assessments in key areas
- Global best practices
- Recommendations to move the needle towards best practices
- Metrics for adult growth in support of operationalizing DEI
- Accountability
- Organizational capacity



A DEI roadmap/strategic plan is an extensive interactive document. Since the city cannot shut down to reboot, it will be important to determine "areas of focus" by department for each year.

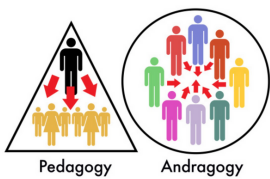
Actions and processes for areas of focus are based on recommendations designed to move the city from current baseline assessments to the next level. Usually improvements are incremental and not giant leaps (the City of Greenbelt journey).

# SKILLS

## PHASE 3

### Purpose

It is important that staff training and learning experiences support using the City of Greenbelt DEI lens and alignment tool within daily work. Using the lens and tool regularly begins to shift both culture and structure of the city. Based on the structural, cultural and community assessments a developmental adult training program would be incorporated into the DEI roadmap/strategic plan.



### Adult Learning

Tribesy utilizes the process of andragogy, incorporating multiple intelligences and the adult learning cycle to develop trainings and experiential learning based on analysis of survey and assessment results. We recognize that adults bring a wealth of experience and we draw upon that so that participants can learn from one another.

### DEI Facilitation

Tribesy also utilizes DEI-based facilitation skills which are different than typical facilitated sessions. We utilize transformative and artful questions in order to challenge paradigms and surface possibilities. We draw upon behaviors that support and promote dialogue to allow for connections and addressing strengths and gaps identified through the survey.

### Comfort with Discomfort

The process of infusing DEI inherently causes levels of discomfort. Perceptions can vary based on intersectional generational identities. Therefore its important to build in a process that allows for psychological bravery (metacognition) that supports challenging default thinking and innovation while ensuring physical safety.





# ACCOUNTABILITY

## PHASE 4

### Accountability

Operationalizing diversity, equity and inclusion is not based in a punitive accountability model. DEI-based accountability is rooted in an **account of DEI abilities** that allows for honest assessments and adult growth.

### Implementation

The City's DEI lens and alignment tool are utilized to implement and evaluate actions in the DEI roadmap/strategic plan. Tribesy will work with the key stakeholders, departmental leads and community partners to strategize on the best methods of operationalizing DEI. By department, Tribesy will facilitate a conversation to create priority areas and benchmarks of the DEI plan and develop actions to increase the level of DEI engagement within city operations and lead each sector into best global DEI practices.

### DEI Growth Model

Tribesy consultants will facilitate the development of a growth and evaluative model for each department (including Council). This is to be used as a method of gathering data, evaluating the DEI journey and creating structural and cultural reflection and consistent behaviors that support the DEI journey.



Account of abilities = accountability

# Timeline & Deliverables

Creating a timeline for this process is dependent on several factors such as availability of partner staff, delivery of materials, levels of trauma, commitment, internalized oppression, individual and collective journeys as well as power and privilege dynamics. Based on our experiences with city governments and the size and scope of the City of Greenbelt, Tribesy provides the following estimates for the scope of work. Although the timeline appears in a linear form, some of the milestones could happen simultaneously.

## Key Issues

**Partner clients underestimating the impact the pandemic has had on staff capacity and communities served.**

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**Not recognizing that staff are in different places on their individual journeys and that systemic cultural and structural change can happen without everyone being on the “same page.”**

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**Allowing space for unforeseen circumstances and the flexibility to pivot as needed.**

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Therefore Reena and Gail assist our partners in developing realistic timeframes. Below is an estimate.

The timeline is for Phase I only as outlined in the RFP. However, some Phase 1 components could happen simultaneously as will be discussed with the City. Although the timeline may appear linear, there will be overlap within subsequent phases.

## Pre-assessment

**1 month**

Initial meetings  
Pre-assessment process presentations  
to key stakeholders  
Input on initial DEI communication to  
staff

## Phase 1

**3-4 months**

Ongoing checkins/updates and strategy  
sessions with key contacts.  
Structural assessment request of  
documents, interviews, research and  
analysis.  
Cultural assessment schedule of focus  
groups, develop surveys, strategic  
approach, impact and analysis of  
qualitative and quantitative data.  
City site visits and interviews.

## Phase 1 Reports

**1 month**

Presentation of draft report to key  
stakeholders with time to read and  
digest the content with guiding  
questions.  
Follow up dialogue session about the  
report, answer questions, determine next  
steps.  
Delivery final report to key stakeholders

| Phase I DEI Audit                                       |   | July 2023 - January 2024 |   |   |   |   |  |  |  |  |  |  |  |
|---------------------------------------------------------|---|--------------------------|---|---|---|---|--|--|--|--|--|--|--|
| Months                                                  | 1 | 2                        | 3 | 4 | 5 | 6 |  |  |  |  |  |  |  |
| Pre-assessment                                          |   |                          |   |   |   |   |  |  |  |  |  |  |  |
| Cultural assessment                                     |   |                          |   |   |   |   |  |  |  |  |  |  |  |
| Structural assessment                                   |   |                          |   |   |   |   |  |  |  |  |  |  |  |
| Presentation of Reports                                 |   |                          |   |   |   |   |  |  |  |  |  |  |  |
| Ongoing checkins /<br>strategy with key<br>stakeholders |   |                          |   |   |   |   |  |  |  |  |  |  |  |

# TAB 4

## PERSONNEL TECHNICAL QUALIFICATIONS

# ABOUT TRIBESY



## About Tribesy

Tribesy specializes in holistic organizational transformation, both culturally and structurally through infusing a Diversity, Equity and Inclusion (DEI) Lens. Tribesy is a women-owned, 50% BIPOC general partnership firm with Reena Doyle and Gail Watts as co-founders and primary consultants. Tribesy is a team of 6 with 2 principle consultants, 1 police advisory consultant and 3 staff that provide support and assistance in the areas of communications, videography, research and executive assistance. Our team is inclusive of multiple identities including race, ethnicity, gender, sexual orientation, generation, ability, status and geography.



## Consulting Team

Reena and Gail each have about 30 years experience and have been working together for 20 years. We are enthusiastic and passionate about the global impact of social justice and enjoy clients that also have excitement for the DEI journey, even if they aren't exactly sure what it entails. We know the pitfalls of systemic change and work with our clients to address the inevitable pushback and unexpected obstacles. The Tribesy Team provides partner value through:



Thought leadership in social justice.



Taking big ideas and making them easier to digest.

### Meaning of the name TRIBESY (trahyb ah c)

As humans, we have a tendency to tribe ourselves into "like groups," which means that those outside our group(s) become the "other." Tribesy understands that the ways in which individuals have been socialized impacts what they consider to be "normal/like us" and "other." In embedding a DEI Lens and litmus test these norms will be challenged in order to sync/connect all tribes.



A psychological, comprehensive and thorough approach to organizational change models.



Focusing on relationships not transactions.



Executive/leadership/team coaching and mentorship

### **Project-Based**

Tribesy is a project based consulting firm. We work with our partner project manager(s) to ensure the full completion of the scope of work within stated timelines. Our partners appreciate our distinct organized approach to consulting and, if needed, flexibility in organizational pivots.

Reena and Gail intentionally work with partners as a collaborative team on all aspects of the project. We do what it takes to ensure project outcomes. Our approach is primarily about achieving desired outcomes for our clients, and therefore, includes preparation, delivery and debriefs along the entire process. We encourage our partners to establish regular check-ins and contact us as situations may necessitate.

### **Subcontractor / Litigation / Contract Termination**

- Tribesy has not been involved in any litigation resulting from professional services.
  - Tribesy has not had any contracts terminated in the last 12 months.
  - Tribesy will not be subcontracting. Reena Doyle and Gail Watts will be co-leads for this proposal.
-

# TRIBESY QUALIFICATIONS

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Tribesy specializes in holistic organizational transformation, both culturally and structurally through infusing a Diversity, Equity and Inclusion (DEI) Lens.

Reena Doyle and Gail Watts as co-founders of Tribesy and co-leads for this proposal, have been working together for 20 years with 30 years of experience. We have very practical experiences in all facets of racial equity/social justice and understand the pitfalls and obstacles in doing this work in local governments. We also know the joy, liberation and success that stems from full city wide transformations based in diversity, equity and inclusion. **The advantage we bring is based in our experience and expertise.**

## Experience with City Governments

We have decades of experience working with city governments and nonprofits that partner with city governments and unions.

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Our work spans across 48 of the 50 states and 5 other countries.

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Gail and Reena have a breadth of experience working with organizations of different sizes; from those with only three staff to thousands of employees and affiliate organizations.

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Our range of experience provides unique insights that support the creation of a diversity, equity and inclusion plan.

Our work within the aforementioned sectors have included conducting thousands of trainings and experiential learning scenarios, labor negotiations, organizing and advising community organizations, providing executive/management coaching to leadership, developing/conducting assessments and evaluations, policy language, working with council members, boards/trustees and managing DEI city wide change.







## Expertise

We understand the dynamics of humans who are in different places on their journeys of awareness, understanding and skills relative to DEI. Therefore, we work with our clients as partners on the individual, community and institutional levels. We create customized, adaptive and strategic approaches that support a journey for individuals and communities within an evolving organizational change model. Our expertise includes:

Gaining trust with city council members, staff, unions and diverse communities through building relationships and coaching.

Analyzing local government structure and culture through a DEI lens and developing metrics and benchmarks to move cities towards best practices.

Developing training and experiential learning based in adult learning theory, utilizing multiple intelligences.

Being highly skilled at engaging participants in dialogue-based experiences through artful questions. We believe the answers are within the group; therefore, we bring questions that stimulate thought, reframe thinking and shift paradigms.

Taking big ideas and vast amounts of data and making it manageable and accessible.

Systemic and measurable transformation through working with cities and communities to develop a short/long-term roadmap specific to each city department to infuse DEI structurally and culturally.

Flexibility and the ability to pivot and adapt as needed.

High level skills at facilitating "taboo" topics across multiple components of identities.

Developing transformative learning experiences where individuals can learn from each other and build competence in concepts that support using a DEI lens.

Developing strategies with our partners to find the right balance.



## REENA DOYLE, CO-FOUNDER

### Professional Summary

A creative and dynamic consultant with 30 years of results driven successful experience with large and small organizations in 45 states and multiple countries. Extensive leadership in building cross cultural relationships, organizational culture, executive coaching and structural change with data driven diversity and inclusion practices. Develop programs, trainings, evaluative tools, hiring practices, etc to support diversity, equity and inclusion values using data driven benchmarks.

### Specialty

Reena facilitates and consults on many topics including, but not limited to: diversity, equity and inclusion, bias, organizational change management, human behavior, internalized racism, a progressive dialogue about race, disabilities, school to prison pipeline, global women rights, LGBTQIA rights, international economic development, "isms" of media, intersectionality, discipline in schools, power and privilege and the prison industrial complex.

### Industries

Reena has worked with a variety of organizations in various countries with extensive knowledge in local governments, educational systems, labor, healthcare, environmental, prisons, FAA, Housing Development, and many other non-profit organizations.

### Education

Cornell University - Certification: Diversity, Equity and Inclusion

Harvard University - Master of Science: Sociology

University of Maryland - Bachelor of Science: International Economics

### Core Competencies and Skills

- Expertise in human social behavior
- Data collection and analysis
- Strong oral and written communication skills
- Dynamic presenter and keynote speaker
- Direct complex organizational paradigm shifts
- Knowledge of various reporting data collecting systems
- Strong leadership, management and relationship skills



# GAIL WATTS CO-FOUNDER

## Professional Summary

Gail Watts has 28 years of hands-on experience in the areas of racial and social justice, which has resulted in a unique approach to this work. Extensive skill in managing complex change, executive coaching, organizational analysis and community building in particular. Creation of tools, training and experiential learning programs to create cultural shifts in equity, diversity and inclusion.

## Specialty

Gail facilitates and consults on many topics including, but not limited to: justice, equity, diversity, inclusion, antiracism, bias, race, generational theory, gender, organizational structural and cultural analysis, immigration, whiteness, leadership development, complex organizational change, socio-economic justice, conflict mediation, LGBTQ+ community, social identity, privilege, human and civil rights, and the Universal Declaration of Human Rights.

## Industries

Gail has worked with a variety of organizations including all levels of education, college student organizations, local governments, religious organizations, nonprofits, small business and labor unions across multiple states.

## Education

San Francisco State University - Masters Program in Museum Studies

San Francisco State University - Bachelor of Arts Anthropology

## Core Competencies and Skills

- Executive coaching
- Development of experiential learning opportunities
- Strong oral and written communication
- Compelling presenter / speaker
- Data collection and analysis
- Conflict mediation
- Leadership development and mentorship
- Managing complex change

# TAB 5

## REFERENCES



# REFERENCES



## **City of Chula Vista, CA**

276 4th Avenue

Chula Vista, CA. 91910

### **Miranda Evans, Manager of Economic Development**

619-409-5913

[mevans@chulavista.gov](mailto:mevans@chulavista.gov)



## **Education Writers Association**

1825 K Street, NW, Suite 200

Washington, DC 20006

### **Kathy Chow, Executive Director**

202-452-9830

[kchow@ewa.org](mailto:kchow@ewa.org)



## **Maryland League of Conservation Voters**

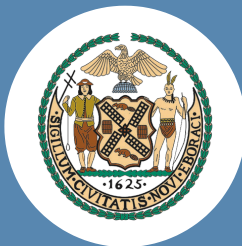
30 West Street C

Annapolis, MD 21401

### **Shivaugn Ahern, Director of Operations**

410-280-9855

[sahern@mdlcv.org](mailto:sahern@mdlcv.org)



## **New York City, NY**

### **Karen Francis - Moorer**

Deputy Director of Citywide Personnel Policy

New York City, NY

[kmoorer@dcas.nyc.gov](mailto:kmoorer@dcas.nyc.gov)



## **Orange County, CA**

### **Heidi Darby**

OC Waste & Recycling Communications Specialist,

Orange County, CA

[heidi.darby@ocwr.OCgov.com](mailto:heidi.darby@ocwr.OCgov.com)



# TAB 6

## FEE PROPOSAL



# Your Investment

In order to provide better value for our clients, Tribesy is a project-based consulting firm. Once we've agreed conceptually to a project, any adjustments needed to complete the project will not result in an increase in fees.

Our approach is primarily about achieving desired outcomes for our clients. Tribesy welcomes the opportunity for virtual and in person activities as mutually agreed upon, therefore **travel costs are estimated and included** in the pricing below. No additional fees associated with the design, preparation and administration of the project, including travel, lodging, meals, copies etc., will be incurred. Timelines are dependent on the access to documents, and availability of key personnel.

## Consulting Fees

|                                                                                        |          |
|----------------------------------------------------------------------------------------|----------|
| Process Mtgs, Cultural Assessment (focus groups and surveys) and Structural Assessment | \$25,000 |
|----------------------------------------------------------------------------------------|----------|

|       |          |
|-------|----------|
| TOTAL | \$25,000 |
|-------|----------|





# TAB 7

## SUBCONTRACTING

# Subcontracting

Tribesy is a full service DEI consulting firm, therefore we will not be subcontracting any part of this project. Principal consultants Reena Doyle and Gail Watts will partner with the City of Greenbelt contacts along with logistical assistance from the Tribesy Executive Assistant.

# TAB 8

## REQUIRED FORMS ADDITIONAL INFORMATION

**NON-COLLUSION AFFIDAVIT**

**Attachment – B-1**

I Gail Jo Ann Watts, being duly sworn on oath, deposes and says:

That he/she is the

CO- OWNER

(Owner, Partner, Title if on behalf of a Corporation)

Tribesy Consulting

of \_\_\_\_\_  
(Name of Business, Corporation or Partnership)

the party submitting the foregoing Bid; that (he has not) (no officer of the said Corporation has) (no partner of the said Partnership has) nor has any person, firm or corporation acting on (his/her) (its) (their) behalf; agreed, conspired, connived or colluded to produce a deceptive show of competition in the compilation of the Bid being submitted herewith; and that (he/she) (the said Corporation) (the said Partnership) has not in any manner, directly or indirectly, entered into any agreement, participated in any collusion to fix the Bid Price of the Bidder herein or any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the within Bid is submitted; that in making this Affidavit, the affiant represents that he/she has personal knowledge of the matters and facts herein stated. The Affiant hereby declares and affirms under the penalties of perjury that the foregoing is true to the best of his/her knowledge and information.

Printed Name of Affiant Gail Jo Ann Watts

Signature of Affiant Gail Jo Ann Watts

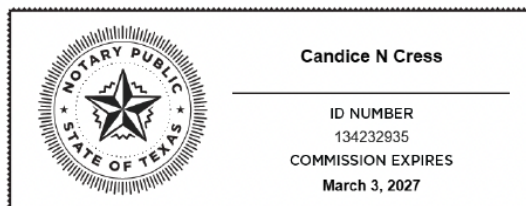
Before me, this day 05/24/2023

(Month / Day / Year)

Notary Public of: CC

My Commission Expires: 03/03/2027

Seal:



Notarized online using audio-video communication

**FALSE PRETENSES AFFIDAVIT**  
**Attachment -B-2**

I Gail Jo Ann Watts, the undersigned CO-OWNER  
(Name) (Office Held)  
of Tribesy Consulting first being duly sworn and under oath, say and  
(Name if Business Entity)  
affirm this 24th day of May, ~~2022~~ <sup>2023</sup>, that I hold the aforementioned office in  
Tribesy Consulting  
(Name of Business Entity)

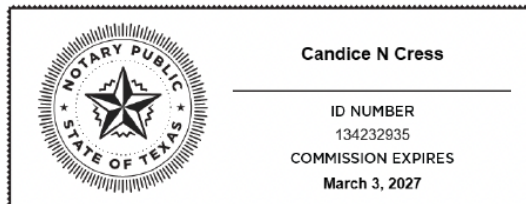
I FURTHER DECLARE AND AFFIRM, under the penalties of perjury, that neither I nor, to the best of my knowledge, information and belief, the above Business Entity nor any officer, director, partner, member or associate thereof; nor any of its employees directly involved in obtaining contracts with the City, has been convicted of false pretenses, attempted false pretenses or conspiracy to commit false pretenses under the laws of any state or federal government, based upon acts committed after July 1, 1981.

Printed Name of Affiant Gail Jo Ann Watts  
Signature of Affiant Gail Jo Ann Watts  
Before me, this day 05/24/2023  
(Month / Day / Year)

Notary Public of: CC

My Commission Expires: 03/03/2027

Seal:



Notarized online using audio-video communication



## Affidavit of Non-Conviction

### Attachment -B-3

I hereby affirm that:

I am the CO-OWNER (title) and duly authorized representative of Tribesy Consulting (name of business entity) whose address is 65 ENTERPRISE, SUITE 400, ALISO VIEJO, CA 92656 and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting. I further affirm:

1. Except as described in paragraph 2 below, neither I nor the above business entity, nor to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the State, including any bi-county or multi-county entity) has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following: (1) bribery, attempted bribery, or conspiracy to bribe; (2) a criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property; (4) a criminal violation of an anti-trust statute; (5) a violation of the Racketeer Influenced and Corrupt Organization Act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract; (6) a violation of State Finance and Procurement Article of the Annotated Code of Maryland; or (7) conspiracy to commit any of the foregoing;

B. pled *nolo contendere* to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph;

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract; or

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph;

2. State "none" or, as appropriate, list on a separate sheet any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the firm, and the sentence or disposition, if any.

\_\_\_\_\_.

3. I further affirm that neither I nor the above business entity shall knowingly enter into such a

contract with the City of Greenbelt under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland, will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property or construction.

I acknowledge that this affidavit is given pursuant to Maryland Code, Finance and Procurement Article, Section 16-311. I acknowledge that, if the representations set forth in this affidavit are not true and correct, the City of Greenbelt may terminate any contract awarded and take any other appropriate actions. I further acknowledge that I am executing this affidavit in compliance with Section 16-309 of the State Finance and Procurement Article which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City of Greenbelt.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Name of Business Entity: Tribesy Consulting

Signature and Title: Gail Jo Ann Watts CO-OWNER

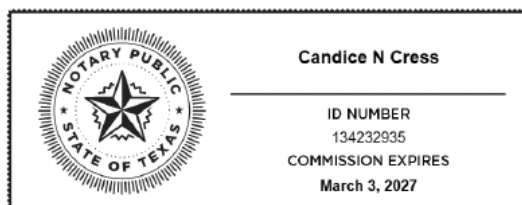
Printed Name: Gail Jo Ann Watts

Date: 05/24/2023  
(Month / Day / Year)

Notary Public of: CC

My Commission Expires: 03/03/2027

Seal:



Notarized online using audio-video communication

**BRIBERY AFFIDAVIT**

**Attachment – B-4**

I Gail Watts, the undersigned Co-founder / Partner  
(Name) (Office Held)

of Tribesy Consulting first being duly sworn and under oath, say and  
(Name if Business Entity)

affirm this 24 day of May 2023, 2022, that I hold the aforementioned office in

Tribesy Consulting  
(Name of Business Entity)

submitting a bid or otherwise applying for a contract with the City of Greenbelt, a municipal corporation in the State of Maryland, for the supply of goods or services, to wit:

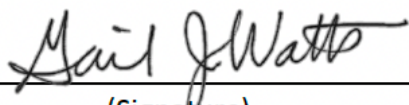
**Job Classification and Compensation Consulting**

and that to the best of my knowledge no Officer, Director or Partner of:

Tribesy Consulting  
(Name of Business Entity)

nor any employee of Tribesy Consulting directly involved in  
obtaining  
(Name of Business Entity)

contracts with the State of Maryland or any County or Municipal Corporation or other Subdivision of the State has not been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or federal government for acts or omissions committed. I HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE FOREGOING IS TRUE TO THE BEST OF MY KNOWLEDGE AND INFORMATION.

  
(Signature)

Gail Watts, Affiant  
(Bidder)

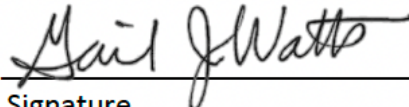


**CERTIFICATE OF NON-SUSPENSION**  
**Attachment – B-5**

I Gail Watts, do hereby certify

that Gail Watts at Tribesy Consulting  
(Name of Bidder) (Name of Business or Entity)

has not been suspended or barred from participation in contract activities with any government.

  
Signature

Co-founder / Partner

Title

5/24/23

Date

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                             |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Tribes Consulting</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                             |
| 2 Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                             |
| 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><br><input type="checkbox"/> Individual/sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input checked="" type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>C</b><br><b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><br><input type="checkbox"/> Other (see instructions) ► | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from FATCA reporting code (if any) _____<br><br><small>(Applies to accounts maintained outside the U.S.)</small> |
| 5 Address (number, street, and apt. or suite no.) See instructions.<br><b>65 Enterprise Suite 400</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | Requester's name and address (optional)                                                                                                                                                                                                                                     |
| 6 City, state, and ZIP code<br><b>Aliso Viejo, CA 92656</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                             |
| 7 List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                             |

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

|                                |   |   |   |   |   |   |   |   |   |
|--------------------------------|---|---|---|---|---|---|---|---|---|
| Social security number         |   |   |   |   |   |   |   |   |   |
|                                |   |   | - |   |   |   | - |   |   |
| or                             |   |   |   |   |   |   |   |   |   |
| Employer identification number |   |   |   |   |   |   |   |   |   |
| 8                              | 6 | - | 1 | 7 | 2 | 7 | 2 | 9 | 1 |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

|           |                                                                                                                |                          |
|-----------|----------------------------------------------------------------------------------------------------------------|--------------------------|
| Sign Here | Signature of U.S. person ►  | Date ► <b>04/17/2023</b> |
|-----------|----------------------------------------------------------------------------------------------------------------|--------------------------|

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)  
Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.  
*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Bonita Anderson

Submitting Department: Administration

Item Type: OTHER BUSINESS

Agenda Section: OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)

---

**Subject:**

Greenbelt Middle School Letter of Support

**Suggested Action:**

Councilmember Gordon requested this item to be added to the agenda for Council discussion regarding sending a letter to Prince George's County Board of Education to have the back area of the Greenbelt Middle School paved where the students are dropped off by the buses. He stated that a resident, Ms. Donna Peterson, had contacted him to express her concern regarding the dust being driven up and affecting the students.

**Attachments:**

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)

---

**Subject:**

\* Meetings

**Suggested Action:**

**Attachments:**

[meetings.pdf](#)

**CITY OF GREENBELT, MARYLAND**  
**25 Crescent Road, Greenbelt, MD 20770-1891**

7/5/2023 1:16 PM



**City Council Meetings & Work Sessions**  
**July – August**

|                                                                                |       |       |              |
|--------------------------------------------------------------------------------|-------|-------|--------------|
| Advisory Board Interview                                                       | Wed.  | 07/12 | 7:10 pm      |
| Work Session – Advisory Board/Committee Chairs Meeting                         | Wed.  | 07/12 | 7:30 pm      |
| No Meeting                                                                     | Mon.  | 07/17 |              |
| No Meeting                                                                     | Wed.  | 07/19 |              |
| No Meeting                                                                     | Mon.  | 07/24 |              |
| No Meeting                                                                     | Wed.  | 07/26 |              |
| Four Cities Meeting (Berwyn Heights)                                           | Thur. | 07/27 | 7:00 pm      |
| Work Session – City Manager’s Quarterly Update                                 | Mon.  | 07/31 | 7:30 pm      |
| Special Meeting/Closed Session – (Personnel Matters and Pending Legal Matters) | Mon.  | 07/31 | Following WS |
| Work Session – GHI (stakeholder)                                               | Wed.  | 08/02 | 7:30 pm      |
| Work Session – Hotels (stakeholder)                                            | Mon.  | 08/07 | 7:30 pm      |
| Work Session – TBD                                                             | Wed.  | 08/09 | 7:30 pm      |
| Regular Meeting                                                                | Mon.  | 08/14 | 7:30 pm      |
| Work Session – TBD                                                             | Wed.  | 08/16 | 7:30 pm      |
| Work Session – TBD                                                             | Mon.  | 08/21 | 7:30 pm      |
| Work Session – Washington Gas                                                  | Wed.  | 08/23 | 7:30 pm      |
| Work Session – Greenbelt Station HOA (stakeholder)                             | Mon.  | 08/28 | 7:30 pm      |
| Work Session – TBD                                                             | Wed.  | 08/30 | 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](mailto: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](http://www.greenbeltmd.gov) on the meeting calendar.*

Bonita Anderson, City Clerk

**A NATIONAL HISTORIC LANDMARK**

(301) 474-8000

fax (301) 441-8248  
[www.greenbeltmd.gov](http://www.greenbeltmd.gov)

MD RELAY 711

# CITY OF GREENBELT, MARYLAND

25 Crescent Road, Greenbelt, MD 20770-1891



7/5/2023 1:16 PM

## Ready to be scheduled:

Parke Crescent Apartment Complex (Provided  
*Fall Dates*)  
Virtual Meetings Accessibility for Blind and  
Visually Impaired  
City Contracting Policy  
Street Lights (Pepco)  
Walk-way fixture  
Department of Permitting, Inspections &  
Enforcement (DPIE) (*Provided August Dates*)  
Verde Apartments (*Provided August Dates*)  
WSSC (Standpipe)

## For later scheduling:

Zoning Enforcement  
Parkway Apartment Owners/GHI (*parking*)  
Northway Fields Master Plan  
City Manager Updates (Jan, Pre-budget; July &  
Sept/Oct)  
Meeting with County on Transportation Plan  
Museum Plan  
Bernard Penney (*Memorial Donation in honor of  
Leonie Penney*)  
Potential Bond Referendum/Capital Financing  
Cemetery Plans  
MARC Train Service/ MDOT  
Arts & Entertainment District  
EV Chargers Five Year Plan  
Fleet Vehicles Ten Year Plan

## City Council Agenda Item Report

Meeting Date: July 10, 2023

Submitted by: Shaniya Lashley-Mullen

Submitting Department: Administration

Item Type: MEETINGS

Agenda Section: OTHER BUSINESS 90 minutes (8:30 - 9:45 pm)

---

**Subject:**

\* Stakeholder List

**Suggested Action:**

**Attachments:**

[Stakeholder Schedule.pdf](#)

|                                                                                      |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--------------------------------------------------------------------------------------|-------|-------|--|--|--|--|--|--|--|--|--|--|--|--|--|
| <b>Annual</b>                                                                        |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Advisory Group Chairs                                                                | 7/22  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Franklin Park at Greenbelt Station Mgmt.                                             | 12/21 | 12/22 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Center HOAs                                                                | 3/23  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt East HOAs and COAs/Greenbelt East Advisory Coalition                       | 4/22  | 6/23  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Homes, Inc.                                                                | 8/22  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Station HOA/Verde Apts.                                                    | 8/22  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| School Board Member                                                                  | 9/21  | 2/23  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| State Highway Administration                                                         | 11/20 | 11/22 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Biennial</b>                                                                      |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Beltsville Ag. Research Center                                                       | 8/18  | 11/22 |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Beltway Plaza                                                                        | 9/22  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Twice a Year</b>                                                                  |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| County Council Person and At Large Members                                           | 5/23  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Meetings as Needed</b>                                                            |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Apartments                                                                           | 4/21  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Comcast/Verizon                                                                      | 3/21  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Office Parks                                                               |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Greenbelt Watershed Groups                                                           | 10/19 |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Hotels                                                                               |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| PEPCO                                                                                | 2/22  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| WSSC                                                                                 | 2/22  | 6/23  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| 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  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>Newly Elected/Appointed Officials (Presentation of a Council Regular Meeting)</b> |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| County Executive                                                                     |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| School Board CEO                                                                     |       |       |  |  |  |  |  |  |  |  |  |  |  |  |  |
| State's Attorney                                                                     | 1/23  |       |  |  |  |  |  |  |  |  |  |  |  |  |  |