

# TOWN OF FOREST HEIGHTS TOWN MEETING

Wednesday, May 20, 2020  
8:00 pm  
Virtual Meeting

## Agenda

- I. Call to Order
- II. Roll Call
- III. Moment of Silence
- IV. Pledge of Allegiance to the Flag of the United States of America
- V. Approval of Agenda
- VI. Approval of Consent Agenda
  - a) Minutes from May 4, 2020
- VII. Public Period (limit 2 minutes)
- VIII. Legislation
- IX. New Business
- X. Adjournment

**Town of Forest Heights  
Council Work Session-7:30 PM (Virtually)  
Monday, May 4, 2020  
Meeting Minutes**

**Call to Order:** 7:30pm

**Roll Call** (via Zoom and teleconference): CM Washington, CM Kennedy II, CM Barnes, CM Atkinson (late arrival 7:51pm), CW Hines (late arrival 7:40pm), CW Noble, Mayor Muhammad present. Quorum established.

**Pledge of Allegiance:**

**Approval of Agenda:** Motion by CW Hines to approve the agenda; seconded by CM Washington; all in favor. The April 15, 2020 minutes will be presented at the May 20, 2020 Town Meeting.

**Public Period:** None

**Staff Report**

**Treasurer's:** Status report of the Town's finances for the month of April 2020 were distributed to the Town Council.

**Public Works Director:** CM Kennedy II asked Public Works Director Larry Vaughn how the Town knows about light outages; Mr. Vaughn responded that residents will report lights out, and he also does ride rounds. Mr. Vaughn clarified that Public Works was looking to change where yard waste was dumped to a County location in Upper Marlboro. Mr. Vaughn answered a question from CM Kennedy II about sidewalk construction saying that it had started. CW Noble asked if Pepco had determined the removal of trees and if the Town was involved; Mr. Vaughn responded that Pepco cuts back limbs to protect power lines throughout the county. CM Kennedy II asked the Mayor if the Town could stockpile sanitizing supplies. The Mayor stated it was the Director and the Chief of Police's responsibility. Mr. Vaughn said that some supplies were on back order. The building was also sanitized every day.

**Circuit Rider:** CW Hines asked what the Town would do with the laptops originally bought for the Census Hub. Mr. Mosley stated they were earmarked for the Police Department as part of the "COOP" plan; the Chief of Police clarified that they would be used for staff to continue to work from the home in the event of another long-term situation. They are also working to establish cloud services so that files can be accessed. Mr. Robinson added that some of them were already being used by the staff. CM Kennedy II asked about an ETA for the LED lights; Mr. Mosley stated that it would be this summer, and it would take approximately 6 months for the entire town.

**Code Enforcement:** Status report for the month of April 2020 were distributed to the Town Council.

**Ombudsman's:** Status report for the month of April 2020 were distributed to the Town Council.

**Chief of Police:** CM Kennedy II asked about the ETA for the 3 additions to the fleet. Chief Rease said they have already arrived and have all passed inspection.

**Town Administrator:** Mr. Robinson pointed out that certain items on list of tasks done in response to the coronavirus pandemic were added and completed after the April 15, 2020 meeting. The copies in the meeting packet had not shown that.

**Ward Reports**

**Ward I:** None

**Ward II:** CM Atkinson commended maintenance for their water drain treatments. CM Kennedy II reminded everyone about the Census, as well as taking part in social distancing.

**Ward III:** CW Hines noted that meals were still being provided to children at Glassmanor and that residents should take advantage. CW Noble announced a resident was trying to call into the meeting, but it says the meeting has not started.

**Mayor's Report:** Mayor Muhammad said that the Town Shredding will be Saturday, May 30, 2020 from 9AM-12PM in the parking lot. The Town Hall will still be closed until further notice. Date for Dumping is TBD.

### **Legislation**

**Resolution 22-20:** A Resolution of the Mayor and Council of the Town of Forest Heights appointing Council committees and chairs; motion by CM Washington to waive the full reading; seconded by CW Hines; no discussion.

**Resolution 23-20:** A Resolution approving, ratifying and extending the Mayor's emergency order dated April 5, 2020; motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Kennedy II to adopt Resolution 23-20; seconded by CM Washington; all in favor; vote (7 yes; 0 no) motion passed.

**Resolution 24-20:** A Resolution further modifying the Mayors emergency order dated April 5, 2020 as ratified and extended by the council to increase the compensation for certain essential employees during the declared COVID-19 emergency; motion by CM Washington to waive the full reading; seconded by CW Hines; discussion; CW Noble asked if there was a formula to calculate compensation. Mr. Robinson said that is not a complete resolution and that it needs to be worked on in the work session. CM Washington questioned how the Town could implement a formula and classify essential workers and if they should figure that out before voting on the resolution. CM Kennedy II suggested doing a comparison with similarly sized municipalities. Chief Rease added that police chiefs had been discussing the issue of hazard pay. He stated that other municipalities are doing per diem, some are giving extra days, and some are increasing the hourly pay and labeling as hazard pay. Mayor Muhammad also added that property taxes are not going up during this time, so that should be taken into consideration. CM Kennedy II brought up the retroactive pay aspect. CM Barnes suggested comp time. Attorney Best said that he had included in the chat box guidelines from Maryland and Montgomery County. Mayor Muhammad said that discussion should continue later with CW Hines, CM Washington the Town Treasurer, and the Chief of Police and that those guidelines should be copied and included to all parties.

**Resolution 25-20:** A Resolution consenting to the purchase of a cargo trailer from Jimmy Cox Trailers Inc. from Upper Marlboro, MD for the use and support of municipal emergency operations; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Barnes to waive the full reading; seconded by CW Hines; discussion; Chief Rease explained that the FHPD has an assigned emergency management worker as part of their COOP plan. The trailer would serve as an emergency mobile office/base, also as part of the plan and could be hooked up to any police vehicles. This is the same trailer that the county uses. CM Kennedy II asked about the size concerned that it should be large enough. Location when deactivated should also be considered. CW Noble asked what they would do with it 10 years afterwards and asked about if maintenance is included in costs. Chief Rease stated that the plan can consider scheduled inspection. CM Atkinson exchanged concerns about speed and covering the trailer.

**Resolution 26-20:** A Resolution approving and consenting to the emergency purchase of two-way radios with a 2 year subscription for use by the Police Department in support of municipal emergency operations through the declared local emergency and its aftermath; introduced by Mayor Habeeb-Ullah Muhammad; motion by CW Hines to waive the full reading; seconded by CM Barnes; discussion; Chief Rease explained that these are radios for communication through the Town. The Chief had reached out to the county Communication Liaison, who had sent out demo radios to the Town. The police radios do not work inside the Town Hall. The proposed radios would be backups and only be used by command staff, including members of the council and the mayor. Mr. Robinson further elaborated that the COOP plan designates certain people (up to 5) with extra communication responsibilities in the event of an emergency. CM Kennedy II asked if the radios would work if they were on a national cellular network. CM Washington and Chief Rease answered that they were pushed to talk and if cell phones were not in use, they would switch to a special frequency. It could even utilize radio to radio connectivity. CM

Kennedy II asked about ham-radio. CM Washington responded that First Net is built for governments and that ham-radio would require everyone passing an exam to be licensed by the FCC.

**Resolution 27-20:** A Resolution to approve and authorize the procurement, purchase, and installation of a single faced colorized electronic message center sign from Kerley Signs, Inc for the interest of Town Hall parcel; introduced by Mayor Habeeb-Muhammad; motion by CM Kennedy II to waive the full reading; seconded by CM Atkinson; discussion; CM Kennedy II answered CW Noble's questions about payment, stating that it was leftover grant from the Census. The electric bill will go up, but the LED lights will help to decrease cost. Solar panels will also be generating money.

**Resolution 29-20:** A Resolution authorizing the Mayor to enter into a contract on behalf of the Town of Forest Heights with Computer Helpers, Inc. for information technology services, hardware, and software for the Municipal Building and Police Station; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Kennedy II to waive the full reading; seconded by CW Hines; discussion; CM Kennedy II asked if this job was put to bid; Town Clerk answered that it was not, Computer Helpers had worked with the Town before on annual projects. The Town Clerk had spoken with the Town Attorney and he had said that the bid was not required. A sole source procurement was allowed. The Town Attorney further clarified that the resolution said in the second recital that it was defined as a personal services contract, which is exempt from competitive bidding. CM Kennedy II asked if the Town had switched over to a new telephone company. The Town Clerk answered that it would transition once Computer Helpers had taken over and would handle the VOIP. Computer Helpers is in good standing.

**Resolution 30-20:** A Resolution establishing Fiscal Year 2021 Tax Rates; introduced by Town Council; motion by CM Kennedy II to waive the full reading; seconded by CW Hines; CW Noble asked if any rates listed as pending would be established; Mr. Robinson stated that it was pending research of other municipalities. Goode Companies sanitation is about to have its contract expire.

**Resolution 31-20:** A Resolution of the Mayor and Town Council approving participation in the Maryland Circuit Rider Town Manager Program as a member of North Beach-Forest Heights Circuit; motion by CM Kennedy II to waive the full reading; seconded by CW Hines; no discussion.

**Resolution 32-20:** A Resolution to authorize the cooperative purchase of 2 LED area lights with poles and installation in the Community Gathering Area; introduced by Mayor Habeeb-Ullah Muhammad; motion by CM Kennedy II to waive the full reading; seconded by CW Hines; all in favor; discussion; The Town Clerk explained that these are solar lights on from dusk to dawn, and would dim 20 percent starting at 10:00 PM. It will be paid from the Community Gathering Space Grant.

**Emergency Ordinance 01-20:** (1st Reading only needed): To Amend the Town's Ordinance Code Section 2.9- Regarding the Authority of the Mayor and Council of the Town of Forest Heights for issuing proclamations and orders in response to civil emergencies by adding certain emergency powers including, but limited to: designating essential employees; and for providing modified compensation during a declared emergency and generally relating to similar emergencies; introduced by CW Hines and Mayor Habeeb-Ullah Muhammad; motion by CW Hines to waive the full reading; seconded by CM Kennedy II; discussion; Attorney Best summarized the ordinance. The ordinance adds powers to certain sections of the code in the health and safety related sections in a similar manner as a governor, but for a local section. This ordinance would not need to be passed during the work session. CM Kennedy II asked under what condition would the Town commandeer private property (with compensation to the owner) as listed under Section 16; the Town Attorney stated that it could be used in emergencies, for example a tornado that required emergency housing. In response to CM Kennedy's query about liability, the Town Attorney explained that the doctrine of qualified immunity would protect the Town.

**New Business:** CW Noble asked if the phone to call into the meeting could be fixed. The Town Clerk responded that the number has been posted on the website and will be investigate.

**Council President:** Councilman Calvin Washington will be the Town Council President, with 5 votes for Washington, and 2 votes for Councilman Kennedy II.

**Meeting Adjourned:** 9:54 PM

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 22-20

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST  
HEIGHTS APPOINTING COUNCIL COMMITTEES AND CHAIRS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, pursuant to Section 21.1 of the Town Ordinance Code, within thirty days of taking office, the Mayor shall establish, at a minimum, four (4) standing oversight committees to include, Ways and Means, Finance, Public Works and Sanitation, and Public Safety, and shall appoint chairs with the approval of the full Council from among the sitting councilpersons to each of these committees, and these Council committees shall provide oversight of an advisory nature in their respective areas, and

**WHEREAS**, Subsection 21.1.I of the Town Ordinance Code, further states that the Mayor shall assign one member of the Town Council to serve as Council liaison to the various boards, committees and other bodies, and the Council liaison shall advise the body on issues or on the procedure for bringing matters to Council and shall attend meetings of the body on occasion, if needed and when scheduling allows.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council hereby approves and ratifies the Mayor's appointments as stated in an Email entitled "Committee Appointments in accordance with FH Ordinance Article 21" and dated April 13, 2020, which is attached hereto and incorporated by reference herein.

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

PASSED this \_\_ day of May 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland

| <u>ROLL CALL VOTE</u> | <u>YEA/NAY/ABSTAIN/ABSENT</u> |
|-----------------------|-------------------------------|
| MUHAMMAD              | _____                         |
| KENNEDY II            | _____                         |
| NOBLE                 | _____                         |
| BARNES                | _____                         |
| HINES                 | _____                         |
| WASHINGTON            | _____                         |
| MANN                  | _____                         |

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 22-20

I HEREBY CERTIFY that the above Resolution No. 22-20 was passed by the required ye and nay vote of the Mayor and Council of Forest Heights on the \_\_\_\_ day of May 2020.

ATTEST:

THE MAYOR AND COUNCIL OF THE  
TOWN OF FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_\_ day of May 2020 with \_\_Aye votes and \_\_ Nay votes the aforesaid Resolution 22-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk



# *Town of Forest Heights*

5508 ARAPAHOE DRIVE  
FOREST HEIGHTS, MARYLAND 20745-1998  
(301) 839-1030 Fax (301) 839-9236

Habeeb-Ullah Muhammad  
*Mayor*

## MEMORANDUM

**Date:** April 13th, 2020  
**To:** All Council Members

**Subject:** Committee Appointments in accordance with FH Ordinance Article 21(A)

I, Mayor Habeeb-Ullah Muhammad have assigned Council Chair and Council Liaison for various committees. The following assignments have been made.

Assignment for standing committees as well as Council Liaison for subcommittees are listed below, it is my hope that the Council Liaison will work to recruit and include resident participation in all sub committees. Council members assigned as liaison will provide oversight of an advisory nature to the committee members and report to the entire council.

**Ways and Means Committee** – Chair, Councilperson Paula Noble Committee member Mayor Habeeb-Ullah Muhammad, Town Administrator Linwood Robinson.

**Finance Advisory Committee** – Chair, Councilperson Calvin Washington, Committee members Councilperson Taunya Hines and Clifton Atkinson

**Public Works and Sanitation Advisory Council** – Chair Councilman Jonathon Kennedy II, Committee members Paula Noble, Taunya Hines and Robert Barnes

**Public Safety Advisory Council** – Chair, Calvin Washington, Committee members Clifton Atkinson and Robert Barnes

- Neighborhood Watch -- Council Liaison, Councilperson Clifton Atkinson
- Community Surveillance Cameras -- Council Liaison, Councilperson Jonathon Kennedy, II
- New Sidewalk Projects – Council Liaison, Robert Barnes
- Street Lighting – Council Liaison, Councilperson, Jonathon Kennedy II, Committee members Robert Barnes, Taunya Hines and Clifton Atkinson
- Police Department – Council Liaison, Councilperson Calvin Washington
- Emergency Preparedness (COOP) Chief Rease, Councilperson Calvin Washington and Town Administrator Linwood Robinson

**Sustainability Plan Committee** – Councilperson Clifton Atkinson, Robert Barnes and Town Administrator Linwood Robinson

- **Annexation Planning Committee** – Chair, Mayor Habib-Ullah Muhammad and Councilperson Calvin Washington, Paula Noble and Town Administrator Linwood Robinson
- **Economic Development** - Mayor Habib-Ullah Muhammad and Town Administrator Linwood Robinson
- **Housing and Community Needs** – Councilperson Taunya Hines and Clifton Atkinson
- **Beautification and Appearance Committee**- All Councilpersons for his and her Ward

**Plus 60 Committee** - Council Liaison, Councilperson Taunya Hines

**Communication Committee**-Council Liaison, Councilperson Jonathon Kennedy II, Paula Noble and Robert Barnes

- **Forest Heights Day Committee**- Council Liaison, Jonathon Kennedy II, Committee Members Taunya Hines and Clifton Atkinson

The Town has several committees and Town Council is will need to seek interested citizens to become active with our boards.

- **Annexation:** Committee will attend meetings scheduled by the Prince Georges County Planning Committee (Forest Heights/Eastover/Glass Manor) and provide a report back to the Town Council and citizens. The Committee will also provide a feasibility report to the Mayor and Town Council on the prospect of annexation of any surrounding property.
- **Beautification and Appearance Committee:** The Town of Forest Heights Beautification and Appearance Committee shall advise and assist the Town Council by identifying, recommending, developing programs and projects to improve community appearance, including, but not limited to, identification of appearance problems, preparing plans to improve community appearance, recommending policies, programs, projects, seeking grant opportunities and coordinating volunteer beautification projects.
- **Emergency Preparedness Committee:** The Town of Forest Heights Committee helps to develop policies and procedures and makes recommendations to Town Council.
- **Public Works and Sanitation Advisory Committee:** The Town of Forest Heights Public Works and Sanitation Advisory Council and the Stormwater Drainage Upgrade Committee shall advise and assist the Town Council in the planning and development of a stormwater management infrastructure for the

town, including the need for and financing of new and renovated infrastructure and the development of or revisions of service policies.

- **Safety Advisory Council:** The Town of Forest Heights Public Safety Council shall advise and assist the Town Council in the identification of needs, problems, and proposed solutions related to crime prevention, streets and sidewalk improvement, recommendation for location and development of policy and procedures for the Community Surveillance Cameras, maintenance of street lighting, and community police relationship.
- **Economic Development Committee:** The Town of Forest Heights Economic Development Committee shall advise and assist the Town Council in identifying and recommending ways to improve the availability of business services for residents and visitors. The committee is also to develop strategies for business development, encouraging the establishment of new service businesses, as well as setting, designing, and developing ways to support our business district.
- **Plus 60 Committee:** The Plus 60 Committee will continue to plan events and activities that are targeted towards and work to identify ways to address the needs of the seniors of our Town, to seek grant opportunities and services that will help promote a good quality living for our seniors.
- **Neighborhood Watch Committee:** The Neighborhood Watch Committee (NWC) is responsible for working with local law enforcement and residents of the community to develop and maintain a program of activities that have the goal of increasing the safety and comfort of all residents while minimizing unsafe activities in the community.
- **Sustainability Plan Committee:** The Sustainability Plan Committee will work with the Town to develop the Sustainability Plan. The Committees will meet regularly, to provide the Town with thoughtful and informed guidance, input and feedback throughout the planning process. Additionally, members of the Sustainability Plan Committee will work to encourage others to become involved in the process to develop the Sustainability Plan. The Sustainability Plan Committee will have meetings scheduled throughout the duration of the Sustainability Planning Process. The Committee may consist of employees, technical experts, key business and community stake holders representing higher education, non-profit organizations and state and local agencies

Council Committee Chairs and Liaisons are encouraged to seek citizen participation in each of the committees. Anyone interested in serving on any of the committees are requested to complete an application. Appointments will be approved by the Mayor and Council.

**RESOLUTION 24-20**  
**THE TOWN OF FOREST HEIGHTS**

A RESOLUTION FURTHER MODIFYING THE MAYOR'S EMERGENCY ORDER DATED APRIL 5, 2020, AS RATIFIED AND EXTENDED IN DURATION BY THE COUNCIL THROUGH RESOLUTION 23-20 AND TO HEREBY INCREASE THE COMPENSATION FOR CERTAIN ESSENTIAL TOWN EMPLOYEES DEPLOYED DURING THE DECLARED COVID-19 EMERGENCY

Introduced By: Councilwoman Tonya Hines

**WHEREAS**, the Governor, as of March 5, 2020 and thereafter, has issued orders initially declaring a state of emergency and catastrophic health emergency for the epidemic known as COVID-19; and

**WHEREAS**, the Mayor of the Town of Forest Heights, as of April 5, 2020 issued a proclamation initially declaring the existence of a local emergency thereby requiring the public to observe certain social distancing behaviors and closing the town offices and the municipal building to the public except for essential police operations, and ordering most of the remaining staff to telework; and

**WHEREAS**, the Town Council on May 4, 2020 approved a resolution extending the Mayor's Local Emergency Order beyond 30 days and throughout the same duration as the Governor's State-declared health emergency or until such time as the Mayor or the Council sees fit to terminate said order; and

**WHEREAS**, Section 2.9 of the Town Code, as amended, authorizes the Mayor to issue orders lasting for up to 30 days modifying employee salaries and designating certain essential employees for a given emergency, including allowing for both retroactive and prospective adjustments to employee compensation provided that a state or local emergency has been declared and in effect during any modification period, and further for the hiring of any additional employees as deemed necessary for the purpose of meeting the emergency; and

**WHEREAS**, Subsection 2.9.B of the Town Code, authorizes the Town Council by resolution to modify or reject an emergency order of the Mayor, and if the Council modifies or rejects the order, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order; and

**WHEREAS**, Section 7.140 of the Employee Handbook states that if an emergency arises that threatens life or property, the Town Administrator and the Mayor may, without complying with the provisions of the personnel rules concerning regular employment, employ such persons as are necessary to meet the emergency and that these employees are temporary subject to the approval of the Council regarding the specified time they will work; and

**WHEREAS**, the Town of Forest Heights Continuity of Operations (COOP) Plan describes essential functions as processes or functions which should not be interrupted or unavailable for several days without significantly jeopardizing operations, and that each essential function has associated key personnel who are necessary to ensure continuity of operations, and that without these personnel, the departments will not be able to perform their essential functions or meet citizen or employee needs, and that these personnel are necessary to carry out the department's essential functions and fulfill the Town's mission; and

**WHEREAS**, on May 6, 2020, the County Executive wrote the Mayor stating that under the United States Department of Treasury, Coronavirus Aid, Relief, and Economic Security (CARES) Act, Prince George's County, Maryland, received a direct allocation from the Coronavirus Relief Fund (CRF) to cover necessary expenditures directly related to the Coronavirus Disease 2019 (COVID-19), and that the County will allocate \$15 million of its CRF funding to its 27 municipalities on a per capita basis and that the Town's share would be \$157,000; and

**WHEREAS**, the Town Council from time to time may adopt an employee salary compensation plan.

**NOW THEREFORE BE IT RESOLVED**, that the Town Council approves and authorizes the following special compensation or hazardous duty pay to be paid retroactively and proactively commencing as of March 17, 2020, and paid throughout the duration of the declared local civil emergency to designated essential employees until such time as the Mayor terminates the emergency period as subject to subsequent review and approval or unilateral termination by the Council:

- (1) PUBLIC WORKS AND PUBLIC SAFETY (Retro Pay). For the period of March 17, 2020 through May 16, 2020 the public works and public safety employee positions whose compensation are eligible for reimbursement under the CARES Act, as listed on Exhibit 1, attached hereto and incorporated by reference herein, shall receive retroactive (additional) hazardous duty pay of \$2.00 per hour worked or the equivalent for exempt employees to be paid by separate check.
- (2) ADMINISTRATIVE (Retro Pay). For the period of March 17, 2020 through May 16, 2020 the administrative employee positions whose compensation are not eligible for reimbursement under the CARES Act, as listed on Exhibit 1, attached hereto and incorporated by reference herein, shall receive retroactive (additional) hazardous duty pay of \$2.00 per hour worked or the equivalent for exempt employees to be paid by separate check.
- (3) PUBLIC WORKS AND PUBLIC SAFETY (Future Pay). For the duration of the declared emergency, the public works and public safety employee positions whose compensation are eligible for reimbursement under the CARES Act, as listed on Exhibit 2, attached hereto and incorporated by reference herein, shall receive

retroactive (additional) hazardous duty pay of \$2.00 per hour worked or the equivalent for exempt employees.

- (4) ADMINISTRATIVE (Future Pay). For the duration of the declared emergency, the administrative employee positions whose compensation are not eligible for reimbursement under the CARES Act, as listed on Exhibit 2, attached hereto and incorporated by reference herein, shall receive retroactive (additional) hazardous duty pay of \$2.00 per hour worked or the equivalent for exempt employees.

AND BE IT FURTHER RESOLVED that this Resolution shall authorize the transfer of funds within the FY 2020 Budget (detailed line item) in the following manner:

- (1) Transfer funds in the amount of \$1,000 from line item 7132 (Vehicle Repair) to new line item 7271 (Hazardous Duty Pay - Admin.);
- (2) Transfer funds in the amount of \$3,500 from line item (7087 Salary - Part-time Crewman) to new line item 7272 (Hazardous Duty Pay – PW); and
- (3) Transfer funds in the amount of \$14,400 from line item 7201 (Debt Service - Police Vehicles) to new line item 7273 (Hazardous Duty Pay - Public Safety).

AND BE IT FURTHER RESOLVED that the Mayor is authorized to sign this Resolution on behalf of the Council; and

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

PASSED this \_\_\_ day of May 2020.

APPROVED: By Resolution of the Town Council of The Town of Forest Heights, Maryland

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS,  
MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Habeb-Ullah Muhammad, Mayor

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_ day of May 2020 with \_\_\_ Aye votes and \_\_\_ Nay votes the aforesaid Resolution \_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 25-20

**A RESOLUTION CONSENTING TO THE PURCHASE OF A CARGO TRAILER  
FROM JIMMY COX SALES, INC. OF UPPER MARLBORO, MARYLAND FOR USE  
IN SUPPORT OF MUNICIPAL EMERGENCY OPERATIONS**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Forest Heights Police Department has requested the purchase of a cargo trailer manufactured by Homesteader Trailer and sold by Jimmy Cox Sales, Inc., t/a Cox Trailer Sales, a Maryland corporation with a principal place of business at 9409 Old Marlboro Pike, Upper Marlboro, Md. 20772; and

**WHEREAS**, this trailer will be used to hold emergency equipment such as generators, printers, tables, and chairs, etc., in case the Town needs to activate the COOP Plan and/or should the Town's emergency personnel or police need to go and be supported at an alternate location; and

**WHEREAS**, this trailer is described as a new, Homesteader, 5' x 10,' black in color, single axle, enclosed cargo trailer with side and ramp doors (Model #: 510PS) having a load capacity of 1,910 lbs. and a maximum operating weight or gross vehicle weight rating (GVWR) of 2,990 lbs.; and

**WHEREAS**, pursuant to Section 20.4(a)(5)(II), (Emergency purchases), all emergency purchases and contracts made under said subsection less than \$10,000 in consideration are thereby preapproved by the Council, and the Mayor without prior specific consent or further approval of the Council, but with the written consent of at least two other Council members, may enter into contracts or make purchases not exceeding \$10,000 in value for emergency purposes in order to protect the residents from imminent threat of harm or injury, to protect the health, safety and welfare of the general public from imminent harm, or to prevent the imminent permanent, and substantial loss or damage to Town property; and

**WHEREAS**, pursuant to Section 20.4(a)(5)(III), when making emergency purchases under said subsection, the Mayor may exempt said purchase of a good or service from the competitive selection processes but shall provide a report at the next meeting of the Council as to the reasonableness under the circumstances of the sole-source procurement utilized by the Mayor and staff; and

**WHEREAS**, notwithstanding the emergency procurement provisions found in Section 20.4 of the Town Code, which can be invoked with or without a declared local emergency, upon the proclamation by the Mayor of a civil emergency and during the existence of such civil emergency, the Mayor shall have the power by order to enter into contracts and incur obligations necessary to combat such disaster, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster, and such powers shall be exercised in the light of the exigencies of the situation without regard to time-consuming procedures and formalities prescribed by ordinance (excepting mandatory constitutional requirements),

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 25-20

including, but not limited to, budget law limitations and requirements of competitive bidding..., provided that the Mayor shall, wherever practicable, advise and consult with the Town Council with respect to disaster response activities, and any such order shall at the earliest practicable time be presented to the Town Council for review and appropriate legislation...; and

**WHEREAS**, pursuant to the executive order of a municipal emergency initially issued by the Mayor on April 5, 2020, and § 2.14 of the Town Code, during the existence of the present declared emergency, purchases of supplies, materials and equipment less than \$10,000 in consideration are authorized to be made in accordance with Section 20.4 of the Town Ordinance Code, without the consent of at least two other councilmembers that would typically be required during an undeclared emergency, provided that a log of all purchases made during any emergency is maintained, an account for all costs incurred in making such purchase is made, and upon termination of the emergency, the Treasurer shall report all emergency purchases and shall verify such orders, and submit a summary of said purchases to the Mayor and Council for review; and

**WHEREAS**, the Chief of Police has verified that Jimmy Cox Sales, Inc., is an authorized dealer for utility/cargo trailers, and has sold trailers to Prince George's County and the Maryland-National Capital Park Police, and is in good standing with the State of Maryland; and

**WHEREAS**, the Town Council finds that the above-mentioned purchase and payment therefore are warranted and authorized for a purchase price of **\$3,175.00** allocated from line item **7320**; and

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights hereby ratifies and approves the Trailer Bill of Sale/Agreement between Jimmy Cox Sales, Inc. and the Town, indicating the trailer's vehicle identification number (VIN), which hereby consents to the Mayor or her designee in signing the agreement on behalf of the Town, which is attached hereto and incorporate by reference herein as Exhibit A; and

**BE IT FURTHER RESOLVED** that the Chief of Police is responsible for obtaining the necessary registration, title, and obtaining license plates in this State for the new trailer; and

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

PASSED this \_\_\_\_ day of May 2020.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD \_\_\_\_\_

KENNEDY II \_\_\_\_\_

NOBLE \_\_\_\_\_

BARNES \_\_\_\_\_

The Town of Forest Heights

Resolution 25-20

Page 2

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 25-20

HINES \_\_\_\_\_

WASHINGTON \_\_\_\_\_

ATKINSON \_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of May 2020 with \_\_\_\_ Aye votes and \_\_\_\_ Nay vote the aforesaid Resolution \_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibit A (Letter of Agreement/Bill of Sale)



Condition:new

Size:10'

Manufacturer:Homesteader

Axle:Single

Rear Door/Gate:Ramp Door

Side Door/Gate:Side Door

GVWR:2990

Empty Weight:1080

Load Capacity:1910

Model#:510PS

Color(s):BLACK

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 26-20

**A RESOLUTION APPROVING AND CONSENTING TO THE EMERGENCY  
PURCHASE OF TWO-WAY RADIOS WITH A TWO-YEAR SUBSCRIPTION FOR USE  
BY THE POLICE DEPARTMENT IN SUPPORT OF MUNICIPAL EMERGENCY  
OPERATIONS THROUGH THE DECLARED LOCAL EMERGENCY  
AND ITS AFTERMATH**

Introduced By: Mayor Habib-Ullah Muhammad

**WHEREAS**, the Forest Heights Police Department requests the immediate purchase of five (5) Motorola WAVE™ TLK 100 radios that are two-way radios that operate on a nationwide cellular network by a push-to-talk (PTT) device with one 2-year contract for monthly subscription to dispatch; and

**WHEREAS**, the Wave™ TLK 100 two-way radio by Motorola features Wave PTT Web dispatch service allowing for web-based dispatching to log in from any PC or device, multimedia communication to share information via text, photo, video or file attachments and location and mapping allowing tracking of mobile teams on a map and dispatch based on real-time location or to replay historical routes; and

**WHEREAS**, pursuant to Section 20.4(a)(5)(II), (Emergency purchases), all emergency purchases and contracts made under said subsection less than \$10,000 in consideration are thereby preapproved by the Council, and the Mayor without prior specific consent or further approval of the Council, but with the written consent of at least two other Council members, may enter into contracts or make purchases not exceeding \$10,000 in value for emergency purposes in order to protect the residents from imminent threat of harm or injury, to protect the health, safety and welfare of the general public from imminent harm, or to prevent the imminent permanent, and substantial loss or damage to Town property; and

**WHEREAS**, pursuant to Section 20.4(a)(5)(III), when making emergency purchases under said subsection, the Mayor may exempt said purchase of a good or service from the competitive selection processes but shall provide a report at the next meeting of the Council as to the reasonableness under the circumstances of the sole-source procurement utilized by the Mayor and staff; and

**WHEREAS**, notwithstanding the emergency procurement provisions found in Section 20.4 of the Town Code, which can be invoked with or without a declared local emergency, upon the proclamation by the Mayor of a civil emergency and during the existence of such civil emergency, the Mayor shall have the power by order to enter into contracts and incur obligations necessary to combat such disaster, protect the health and safety of persons and property, and provide emergency assistance to the victims of such disaster, and such powers shall be exercised in the light of the exigencies of the situation without regard to time-consuming procedures and formalities prescribed by ordinance (excepting mandatory constitutional requirements), including, but not limited to, budget law limitations and requirements of competitive bidding..., provided that the Mayor shall, wherever practicable, advise and consult with the Town Council with respect to disaster response activities, and any such order shall at the earliest practicable



THE TOWN OF FOREST HEIGHTS  
RESOLUTION 26-20

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of May 2020 with \_\_\_ Aye votes and \_\_\_ Nay vote the aforesaid Resolution \_\_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibit - (Motorola Solutions, Inc. Service Contract)

# MOTOROLA SOLUTIONS WAVE WIRELESS SERVICES SUBSCRIPTION AGREEMENT

This Agreement is made on the \_\_\_\_ Day of \_\_\_\_\_ 201\_\_ between Motorola Solutions Inc., whose registered office is in Chicago, Illinois ("Motorola Solutions") and

\_\_\_\_\_ ("Customer") each of which is a "Party" and together the "Parties" to this "Agreement."

## BACKGROUND

Motorola Solutions is a provider of communications equipment and related communications services, and

The Customer wishes to purchase subscription services on a Motorola Solutions Push to Talk network ("PTT Services")

In return for up-front and monthly payments from the Customer as set forth in <https://waveoncloud.com/> Motorola Solutions is willing to provide those PTT Services, subject to the terms and conditions of this PTT Services Subscription Agreement ("Agreement").

## THE PARTIES THEREFORE AGREE AS FOLLOWS:

This Agreement sets forth the terms and conditions under which Motorola Solutions will provide and Customer will receive the PTT Services described.

### 1. Definitions

The following terms shall have the meaning set out below in relation to the Agreement:

"Agreement" means this PTT Subscription Agreement entered into between Motorola Solutions and the Customer including Schedule(s) and Appendices thereto, any Schedules included on <https://waveoncloud.com/> and any Change Requests and any Orders or Order Forms;

"Applicable Law" means all federal, state or local laws (including case law), legislation, regulations, statutes, statutory instruments, rules, regulations, edicts, by-laws or directions or guidance from government or governmental agencies which have the force of law from time to time;

"Catalogue" means the catalogue of Motorola Solutions LMR Equipment and Services, which the Customer may order on an ad hoc basis

"Charges" or "Service Charges" mean the charges payable by the Customer from time to time in accordance with this Agreement as set out in <https://waveoncloud.com/> ;

"Confidential Information" means all information which is secret or otherwise not publicly available (in both cases either in its entirety or in part) including commercial, financial, marketing or technical information, know-how, trade secrets or business methods, or Personal Data, in all cases whether disclosed orally or in writing before or after the date of this Agreement;

"Commencement Date" means the date that Customer starts receiving PTT Services;

"Customer Data" means all data, information, personal data and other material inputted by the Customer or the User into the Equipment or Software or transferred by the Equipment or Software;

"Customer Representative" means the person(s) nominated by the Customer and notified to Motorola Solutions in writing who shall be the single point of contact for the purpose of communications between Motorola Solutions and the Customer regarding incidents and service-related issues;

"Customer Responsibilities" means those matters for which the Customer is responsible for providing or complying with as set out at section titled Customer's Obligations;

"Day" means a calendar day commencing at 00.00 hours on that day and ending at 00.00 hours on the following calendar day;

"Defect" means any deficiency in equipment or software that renders it unable to perform the functions or to provide the facilities or to meet the performance standards as set out in its specification, or otherwise

renders it non-compliant with this Agreement. "Defect" shall not include equipment that has been damaged as result of improper use;

"Documentation" means any description of the Software and all technical specifications, user manuals, operating manuals, process definitions and procedures relating thereto;

"Effective Date" means the date this Agreement is signed by both parties;

"Equipment" means any radio or telephone device, any infrastructure element or equipment, any accessory, and any part or portion of such products, including software and other intangible elements, that are furnished by Motorola Solutions or an authorized agent, and that are used in any fashion in transmitting, providing or receiving PTT Services under this Agreement.

"Intellectual Property Rights" means patents, trademarks, trade names and service marks, present and future copyrights (including software), topography rights, database rights, and design rights, moral rights, trade secrets and rights of confidence, know-how and all rights or forms of protection of a similar nature or having similar effect to any of them which may subsist anywhere in the world whether or not any of them is registered and including applications for registration for any of them;

"Invoice Date" means the dates on which Motorola Solutions may issue invoices to the Customer.

"Minimum Period" means the minimum term available to the Customer for the PTT Service chosen, as set out in <https://waveoncloud.com/>, and shall normally be 2 years unless otherwise agreed between the Parties in writing;

"Order" or "Order Form" means an order on Motorola Solutions' Order Form for Devices Equipment or Services available from Motorola Solutions;

"Response Time" means the time taken for Motorola Solutions to respond to the Customer following receipt of an incident or fault notification;

"Service(s)" means any and all service(s), including PTT Services and LMR Services, to be supplied by Motorola Solutions to the Customer, as set forth in the Customer's Order Form and as available at <https://waveoncloud.com/Signup/Pricing>;

"Software" means the object and / or source code of applications owned or licensed by Motorola Solutions supplied as part of the PTT Services or LMR Services, or as otherwise made available;

"Support Services" means the support and maintenance services to be provided by Motorola Solutions;

"Termination Date" means the date on which the Services are terminated by either party in accordance with the terms of this Agreement;

"Third Party Software" means a software platform provided by a third party for the provision of the PTT Services;

"Trade Mark" means Motorola's registered and unregistered trademarks, logos and other branding;

"User" means the Customers' employees or other operatives authorized by the Customer to use the Equipment or the PTT Services;

"Underlying Provider" means the provider that is providing underlying LTE service for the system;

"Working Days" means any day which is not a Saturday, Sunday or holiday in the United States, and

"Working Hours" means between the hours of 09.00 – 17.00 on any Working Day.

## 2. ACCEPTANCE.

All sales to Customer of PTT Service, LMR Services, and any Equipment and wireless telecommunications services, data services and software are made under the terms and conditions herein. Customer's placement of an order, pursuant to this Agreement, or acceptance of or payment for Equipment or Services under this Agreement will constitute acceptance of these terms. If Customer purchases certain applications, features or software, Customer may be subject to and required to agree to additional terms, including but not limited to Motorola Solutions terms of use for such products.

## 3. SERVICES.

In exchange for payment by the Customer of the monthly fees set forth at <https://waveoncloud.com/Signup/Pricing>. Motorola Solutions will provide PTT Services to Customer. Motorola Solutions will provide Customer with these PTT Services to use on the Equipment for the plan,

features and data as specified on the Order Form, as further detailed on Motorola Solutions' web site. Customer acknowledges that the unavailability of coverage is normal and expected in some circumstances, particularly in rural areas, and that at times of high usage concentrated in particular locations, access to the network may also be delayed in such locations. Some PTT Services may not be available or may operate differently in certain markets.

Motorola Solutions may for operational or legislative reasons make minor changes to the codes or the numbers used by it for the provision of the PTT Services, or the technical specification of the PTT Services, provided that any change to the technical specification does not materially affect the performance of the Services.

4. NO RELATIONSHIP WITH UNDERLYING SERVICE PROVIDER and LIABILITY DISCLAIMER  
The Underlying Provider, shall have no liability whatsoever for Customer's losses, claims or damages for any case whatsoever, including but not limited to any failure or disruption of PTT Services provided under this Agreement, regardless of the form of action, whether in contract, tort or otherwise.

CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CUSTOMER IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS AND THE UNDERLYING CARRIER. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

#### 5. EQUIPMENT.

If Customer purchases or leases Devices or other PTT related Equipment from Motorola Solutions, Customer will pay the cost shown for such Equipment described at <https://waveoncloud.com/Signup/Pricing> plus shipping and any applicable tax.

#### 6. MOTOROLA SOLUTIONS' OBLIGATIONS

Motorola Solutions undertakes that:

It will use suitably skilled and appropriately experienced personnel to provide the Services;

Its obligations under this Agreement including, without limitation, the Services will be performed with reasonable skill and care and in accordance with:

i) the Documentation;

ii) Good Industry Practice; and

iii) In compliance with all Applicable Laws.

iv) This undertaking shall not apply to the extent of any non-conformance of the Services which is caused by use of the PTT Services or hardware or software contrary to Motorola Solutions' instructions or caused by any party other than Motorola Solutions or Motorola Solutions' duly authorized agents. If the Services do not conform to the foregoing undertaking, Motorola Solutions will, at its expense, use all reasonable commercial endeavors to correct any such non-conformance promptly, or endeavor to provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking or services provided under this Agreement. Notwithstanding the foregoing, Motorola Solutions does not warrant that the Customer's use of the System, Hardware, Software or Services will be uninterrupted or error-free.

v) This Agreement shall not prevent Motorola Solutions from entering into similar agreements with third

parties, or from independently developing, using, selling or licensing materials, products or services which are similar to those provided under this Agreement.

vi) Motorola Solutions shall keep the Documentation and any other embedded documents updated and may make such changes as it may reasonably consider necessary to such documents.

## 7. CUSTOMER'S OBLIGATIONS

The Customer shall:

i) provide Motorola Solutions with all necessary cooperation in relation to this Agreement; and all necessary access to such information as may be required by Motorola Solutions in order to render the Services,

ii) comply with all applicable laws and regulations with respect to its activities under this Agreement; and  
iii) carry out all other Customer responsibilities set out in this Agreement or in any Attachments or Schedules in a timely and efficient manner.

In the event that there is a delay to any implementation dates or any other dates agreed by the parties and such delay is, in Motorola Solutions' reasonable opinion, caused primarily by the Customer's acts or omissions, the Customer shall pay any charges that would have been properly due and payable to Motorola Solutions on achieving the agreed implementation dates but for such delays. If, in the reasonable opinion of Motorola Solutions, Motorola Solutions has contributed to such delays, then without prejudice to any other rights or remedies of either party, the parties shall enter into good faith negotiations to agree the proportion of charges to be paid by the Customer to Motorola Solutions, provided always that if the parties are unable to agree the proportion of charges within 5 working days, Motorola Solutions shall, acting reasonably and at its sole discretion, determine such charges.

## 8. PAYMENTS AND COLLECTION.

Customer will pay Motorola Solutions all amounts due under the Agreement (including, without limitation amounts due for any PTT Service, Equipment, and any other charges) by the payment due date established by this Agreement, or by any related invoice. The Customer shall pay the Charges invoiced without any set-off, deductions or withholding whatsoever. If the Customer requires any additional services to be performed outside the Working Hours, Motorola Solutions may charge the Customer amounts in addition to the Charges. The Customer shall pay all invoiced amounts properly due.

Customer will pay Motorola Solutions for any expenses Motorola Solutions incurs in collecting amounts due under this Agreement, including without limitation, court costs and attorneys' fees. Motorola Solutions and Motorola Solutions agents may contact Customer's address, email, PTT number, and any other phone/cell phone number provided to Motorola Solutions to contact Customer about Customer's account status or as otherwise permitted by law, including but not limited to, collecting amounts due, and using prerecorded or live calls, emails, and calls or messages delivered by an automatic telephone dialer system.

Customer will pay any federal, state, or local transactional taxes, fees or surcharges based on the place of primary use set forth in the Order Form, including, without limitation, universal service fees, 911 surcharges, sales, mobile communications service taxes, activation fees, regulatory cost recovery fees and gross receipts taxes.

If Customer believes any invoice is incorrect, Customer must notify Motorola Solutions in writing concerning Customer's dispute within 14 days from the date of the first invoice containing Customer's dispute or waive Customer's right to that dispute. If Motorola Solutions agrees with Customer's position, Motorola Solutions will credit Customer's account or, if Customer's account is ended, send Customer a check.

## 9. TERM/TERMINATION.

This Agreement shall come into force on the Effective Date and shall continue in force for the Minimum Period and shall continue thereafter unless or until either Party serves notice of termination. After the end of the Minimum Period, the Agreement will renew for successive one-month terms unless either Motorola Solutions or Customer terminate this Agreement as provided herein. Either Customer or Motorola Solutions may terminate this Agreement upon the expiration of the Minimum Period or any renewal by providing the other with 30 days advance written notice. If the Agreement is terminated, Customer will pay all charges owing under the Agreement within 10 days of the payment due date.

#### Termination For Breach

Either Party may terminate this Agreement:

- i) immediately on notice if the other party commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy such breach or persists in it after thirty (30) days of a written notice requiring it to remedy or desist; or
- ii) immediately on notice if the other party commits a material breach of the Agreement which cannot be remedied; or
- iii) on thirty (30) days' notice if the other party is repeatedly in breach of the Agreement and the overall effect of the breach is material and fails to remedy the breach(es) within thirty (30) days of a written notice to do so; or
- iv) immediately on notice if the other party is the subject of a bankruptcy order, or becomes insolvent, or makes any arrangement or composition with or assignment for the benefit of their creditors, or goes into voluntary (otherwise than for reconstruction or amalgamation) or compulsory liquidation, or a receiver or administrator is appointed over their assets, or if the equivalent of any such events under the laws of any of the relevant jurisdictions occurs to the other party.
- v) Any failure by the Customer to comply with any of its obligations in the Section titled Customer Responsibilities shall be deemed a material breach of this Agreement. If any of the events detailed in such Section occur and the Customer is the defaulting party, Motorola Solutions may, on giving prior notice where practicable, suspend the Service without prejudice to its right to terminate the Agreement. vi) Where the Service is suspended under this Section: the Customer must pay any Charges due for the Service until this Agreement is terminated; and/or Motorola Solutions shall be entitled to charge the Customer its reasonable costs in restoring the Services following any such period of suspension.
- vii) If any party delays in acting upon a breach, that delay will not be regarded as a waiver of that breach. If either party waives a breach of this Agreement, that waiver is limited to that particular breach and shall not prevent the subsequent enforcement of that provision. Any waiver of any breach of this Agreement must be in writing to be effective.
- viii) If the Agreement is terminated by Motorola Solutions for breach during the Minimum Period then the Customer must pay Motorola Solutions, without prejudice to any other rights Motorola Solutions may have, the relevant Termination Charges.

#### Termination By Notice

Unless otherwise agreed in writing between the Parties, the Customer may terminate the Agreement at any time by giving one (1) month prior written notice, subject to the payment of any Termination Charges.

Motorola Solutions may terminate the Agreement at any time by giving 60 days prior written notice, such notice not to expire before the end of the Minimum Period provided always that Motorola Solutions may terminate the Agreement at any time before the end of the Minimum Period if the events in the Section titled Termination for Breach occur.

The termination of this Agreement or of any of the Services shall be without prejudice to the rights and remedies of either party that may have accrued up to the date of termination.

## 10. Consequences of Termination

### EARLY CANCELLATION

If Customer cancels or otherwise terminates an annual service agreement prior to the end of the Minimum Period, which is currently 2 years, Customer shall pay the following charges for each line:

Cancellation from Day 1 to Day 365: Customer will owe the full MSRP of the device for each line cancelled, as set forth the pricing document. The MSRP is currently \$350.00

Cancellation from Day 366 to Day 730: Customer will owe 50% of the MSRP of the device for each line cancelled, as set forth in the pricing document. Customer will owe \$175.00

On the expiry or termination of this Agreement and any Order Form for any reason whatsoever: The relationship of the Parties shall cease to the extent of the Service being provided under this Agreement or any Order Form and any rights or licences granted under or pursuant to this Agreement or any Order Form shall cease to have effect save as (and to the extent) expressly provided for in this Section.

All Sections intended by their nature to continue in effect, shall continue in full force and effect; Upon termination of the Agreement, each party shall promptly return to the other or dispose of in accordance with the other's instructions all of the other party's Confidential Information, Data, other data or documents, together with all copies of the same and certify it has done so and it shall make no further use of such Confidential Information, Data, other data or documents; and Motorola Solutions shall within thirty (30) days of the expiry or termination of this Agreement submit its final invoice to the Customer (including any Termination Charges) setting out the total amounts due to Motorola Solutions pursuant to this Agreement, and the Customer shall pay the same no later than the end of the month following the month in which the invoice was issued by Motorola Solutions.

### 11. DEFAULT.

The occurrence of any of the following events constitutes default under the Agreement: (i) Customer's failure to pay when due any amount payable under this Agreement; (ii) the sale, lease or transfer of PTT Services without Motorola Solutions' prior written consent; (iii) any statement provided by Customer or someone on Customer's behalf that is false or misleading; (iv) use of Equipment, Services or the underlying system in a manner that affects Motorola Solutions' service or operations, is not within the permitted usage allowance, is not within the system, or is not approved by Motorola Solutions; (v) any breach of Customer's obligations under any installment payment agreements with Motorola Solutions, or (vi) any other breach of Customer's obligations under the Agreement. Upon the occurrence of any default, Motorola Solutions may immediately disconnect any PTT Service and pursue any additional legal remedies.

### 12. E-911 / EMERGENCY SERVICES.

NO EMERGENCY SERVICES ACCESS IS PROVIDED OR CONTEMPLATED UNDER THIS AGREEMENT OR UNDER THE SERVICES ASSOCIATED WITH THIS AGREEMENT. THE SYSTEM AND ASSOCIATED PTT SERVICES DO NOT SUPPORT E911 OR 911 DIALING.

### 13. PRIVACY and DATA COLLECTION.

To provide optimal PTT Services, and in accordance with applicable laws, rules and regulations, Motorola Solutions may use and disclose for system diagnostics, operational and other purposes,

information about Users, including, but not limited to, User's usage, name, employer, password, street address, telephone number, email and location. Of this information, Motorola Solutions will obtain and possess certain usage-related Proprietary Network information of "CPNI". Under federal law, Users have the right and Motorola Solutions has the duty, to protect the confidentiality of Customer's CPNI (as defined by applicable law), which Motorola Solutions will protect in accordance with all applicable laws, rules and regulations and Motorola Solutions' policies. Customer acknowledges and agrees that Motorola Solutions may be obligated to disclose User information pursuant to court order or as otherwise required by law. If Motorola Solutions is required by law or similar process to disclose User information, Motorola Solutions may (to the extent legally permissible) provide Customer with written notice of such request or requirement so that Customer may seek an appropriate protective order. In addition, and more generally, Motorola Solutions may collect and protect certain information during (and about) Customer's use of the PTT Services in accordance with Motorola Solutions Privacy Policy.

THE UNDERLYING NETWORK PROVIDER MAY HAVE ADDITIONAL POLICIES REGARDING PRIVACY FOR USERS OF ITS NETWORK.

MSI will capture the following service statistics in a log file: 1) Battery level; 2) Cellular signal strength; 3) Wi-Fi signal strength; 4) GPS coordinates - these are transmitted back to Wave OnCloud server.

In order to continually innovate and improve TLK 100 device/service, MSI may collect additional diagnostics/logs associated with the operation of the software and hardware

Motorola Solutions' collection and use of personally identifiable information about you is subject to our Privacy Statement. For more information, a link to our full privacy statement will be provided to you.

Motorola Solutions cannot ensure that communications on the PTT Network are protected from unauthorized access or other intrusions or data breaches. If Motorola Solutions is made aware by the Underlying Network Provider of a privacy breach, Motorola Solutions will notify Customer and work with Customer and Underlying Network Provider to mitigate the impact of any such breach.

#### 14. CUSTOMER COVENANTS.

Customer will use the PTT Services and related Equipment only in the manner for which each was designed and not for any unlawful, fraudulent, abusive or unethical purpose, and within Customer's permissible usage allowance, all strictly in accordance with Motorola Solutions' Acceptable Use Policy. Customer will use only Equipment that is fully compatible with the PTT Services and system. If Customer is an institutional customer, Customer must instruct Customer's employees in the use of Equipment and PTT Services. Motorola Solutions may terminate the Agreement if Motorola Solutions believes that Customer is in violation any applicable law or engaging in any fraudulent, abusive or unethical behavior. All intellectual property rights remain with Motorola Solutions or the developer and Customer will not (nor will Customer permit any other person to) modify, disclose, reproduce or reverse engineer any portion of software. Any applications, software and content that are loaded on Customer's Equipment by non-representatives or by Customer are done so at Customer's own risk. Neither Motorola Solutions nor Underlying Network Provider are responsible for (or have any liability whatsoever arising from or in connection with) any third party information, content, application, or services that Customer or Users access, download or use on Equipment or otherwise use with the Services.

The Customer shall not use the PTT Services in any way that does not comply with: the terms of any Applicable Law; and/or any instruction given by Motorola Solutions in relation to regulatory, health and safety matters; and/or any other instruction given reasonably by Motorola Solutions or by any other competent governmental or regulatory authority in relation to this Agreement from time to time.

Customer may not use the Equipment or PTT Service for any "mission critical" function, defined as any use for public safety or life-saving purposes, including police, fire, ambulance and other other similar mission critical function.

#### 15. BRING CUSTOMER'S OWN DEVICE.

At this time the only devices authorized on the System shall be the TLK100 provided by Motorola Solutions or authorized dealers of Motorola Solutions.

#### 16. WARRANTIES

Motorola Solutions warrants that the Equipment it provides to Customer will not have any material Defects for the Minimum Period. Motorola Solutions does not warrant Defects that are caused by or result from: Customer action over and above normal wear and tear; or any changes to the Software (required to operate the Device) or configuration effected by the Customer, User or a third party; and Customer or User misuse including where the Customer or User fails to use the Equipment in accordance with Motorola Solutions' usage requirements; incorrect environmental conditions including where the Customer or User fails to maintain the temperature and humidity levels in accordance with manufacturer or Motorola Solutions instructions; electrical surges or failures; lightning damage; electromagnetic interference; any other accidental or deliberate damage; and any services and/or products supplied by a third party and not under this Agreement.

Where Motorola Solutions is in breach of this warranty and the Customer has notified Motorola Solutions, Motorola Solutions will, at its discretion, repair or replace any Equipment or any element of any Equipment to correct any Defects during the Minimum Period. No warranty shall extend beyond the Minimum Period.

**NO GUARANTEE OF FUNCTIONALITY.** Customer acknowledges that functionality of the PTT Service is dependent on many elements beyond Motorola Solutions' control. Therefore, Motorola Solutions does not warrant or guarantee availability or the PTT System, or any minimum level of coverage or connectivity. Interruption or interference with the PTT Services may periodically occur. Motorola Solutions does not provide any assurance or guarantee of coverage. Coverage may not be available or reliable in any geographic area or location. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

**DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT, SOFTWARE, SUBSCRIPTIONS, AND SERVICES PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

#### 17. Limitation of liability

Nothing shall exclude or limit the liability of either party for: death or personal injury caused by its negligence; or fraud or fraudulent misrepresentation; or any other liability that may not be excluded or limited by law.

Nothing shall exclude or limit the liability of the Customer in respect of any indemnities given in this Agreement and in respect of any breach of Section titled Intellectual Property Rights.

Subject to the above, the maximum aggregate liability of Motorola Solutions to the Customer under this Agreement in relation to all claims made in any one calendar year for all losses, damages, costs, claims or

expenses suffered by the other arising out of or in connection with any breach of this Agreement or any tort (including negligence or breach of statutory duty) or breach of contract or misrepresentation or otherwise in connection with such party's obligations under this Agreement, shall under no circumstances exceed the total amount paid for the applicable PTT Services in the relevant calendar year in which the claim or claims are made.

Motorola Solutions shall not be liable to the Customer, whether under the terms of this Agreement, in tort (including negligence) or breach of statutory duty or contract or misrepresentation or otherwise for any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise): loss of revenue; loss of profits; loss of business; loss of anticipated savings; or loss of data; in each case whether direct or indirect, special or consequential loss or damage, howsoever arising.

#### 18. Customer Indemnity

The Customer shall indemnify Motorola Solutions in full and on demand against all claims, demands, actions, proceedings, damages, losses, costs and expenses (including legal and other professional adviser's fee and fines imposed) whether direct or indirect, incurred in relation to: any claims or legal proceedings that are brought or threatened against Motorola Solutions by any third party arising from the Customer's or User's usage of the Services, where such usage is not in accordance with the terms of the Agreement or any Applicable Law;

#### 19. Matters outside either party's control

If any party is unable to perform any obligation under this Agreement because of a matter beyond that party's reasonable control (the "Affected Party"), such as lightning, flood, exceptionally severe weather, fire, explosion, acts of God, war, civil disorder, acts of terrorism, freight embargo, industrial disputes (whether or not involving that party's employees) or acts of local or central government or other competent authorities, or events beyond the reasonable control of that party's suppliers, the Affected Party shall have no liability to the other for that failure to perform except that the Customer always has a duty to pay all Charges due and owing.

Motorola Solutions will have no liability to the Customer for failure to supply the PTT Services in the event of Motorola Solutions being prevented by restrictions of a legal, common law or regulatory nature from supplying the PTT Services. If any of the events detailed in this Section continue unbroken for more than three (3) months, the other party may serve notice on the Affected Party terminating this Agreement or the affected PTT Service, without liability by reason of such termination.

#### 20. Changes to this agreement

Changes to the Services and Charges. Motorola Solutions reserves the right to change the Services from time to time, provided that: such changes to the Services (which may include the withdrawal of some Services or part of the Service and their replacement with new Services or parts of the Service) are part of on-going product development. Motorola Solutions reserves the right to change the fees and other charges for PTT Services and related Equipment upon 60 days prior notice to the Customer.

Changes Required by Law. Where a change in Applicable Law requires a change to the PTT Services, Devices or other Equipment, nothing shall prevent Motorola Solutions from implementing such a change provided that: (1) Motorola Solutions gives the Customer reasonable notice of the change; or (2) If the change materially affects the performance or functionality of the Services or Equipment, Motorola Solutions shall provide a suitable replacement or workaround in relation to the change.

#### 21. Confidentiality

The Parties will keep in confidence any Confidential Information (whether written or oral) obtained pursuant to this Agreement and shall not, without the written consent of the other party, disclose such Confidential Information to any person (other than their employees or professional advisers, or in the case of Motorola Solutions the employees of any Motorola Solutions subsidiary company or their suppliers, who need to know the information or in the case of the Customer the Users where they need to know the information and are under obligations of confidentiality equivalent to those in this Agreement).

This Section shall not apply to: any information that has been published other than through a breach of the Agreement; information lawfully in the possession of the recipient before the disclosure under the applicable Schedule to this Agreement took place; information obtained from a third party who was free to disclose it; and information that a party is required to disclose by law, provided that prior to such disclosure, to the extent permitted by law, the other party is consulted as to the proposed form, nature and purpose of the disclosure.

The obligations of confidentiality contained in this section will remain in effect for two (2) years after the termination of this Agreement.

The Customer acknowledges that Motorola Solutions may be contractually or legally obliged to disclose the identity of a User of the Motorola Solutions network or PTT Services from time to time, and agrees that for the avoidance of doubt such disclosure shall not constitute a breach of the confidentiality obligations under this Section.

## 22. Intellectual Property Rights

IPR In Software/Services: Unless expressly specified otherwise in this Agreement, the Customer shall not acquire title to:

- i) any Intellectual Property Rights in the Services or associated with the provision of the Services;
- ii) Motorola Solutions' Confidential Information and any other documents, assets, designs, software or data supplied by Motorola Solutions as part of the Services; nor any third party Intellectual Property Rights used in the provision and performance of the Services.
- iii) Motorola Solutions grants to the Customer for the duration of this Agreement a non-exclusive, non-transferable license to use the Documentation, together with any software provided pursuant to the Services, to the extent that it is able to do so and is necessary to enable the Customer to use the PTT Services. Customer shall not, without Motorola Solutions' prior written consent, copy, decompile or modify the software, nor copy any Documentation (except as permitted by law). The Customer shall sign any agreement reasonably required by the owner of the copyright in the software or any part of the Documentation to protect the owner's interest in that software and/or Documentation.

IPR Indemnity. Each party hereby indemnifies the other, its employees, sub-contractors and agents in full and on demand and keeps them so indemnified against all claims, demands, actions, proceedings and all direct and indirect damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees) and any consequential loss made against or incurred or suffered by any of them and whether wholly or in part resulting directly or indirectly from any claim by a third party that the provision by Motorola Solutions or use by the Customer or its Users of the PTT Services or the use by Motorola Solutions of the Customer's Intellectual Property Rights in connection with the performance of the Services, or [Customer's use of third party technologies in connection with PTT Services,] infringes the Intellectual Property Rights of any third party. Each party undertakes, if a claim, demand or action is made or threatened which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), then the indemnified party shall as the case may be: notify the indemnifying party of such a claim, demand or action in writing within 5 Working Days of the earlier of it first being made or threatened or, if not reasonably practicable to do so, then as soon as reasonably practicable thereafter, specifying the nature of the Claim in reasonable detail; give the indemnifying party promptly all

reasonable co-operation, assistance and information which may be relevant to the claim, demand or action; and not admit, defend, compromise, negotiate or settle the claim or action without the consent of the indemnifying party (such consent not to be unreasonably withheld) in writing. Nothing shall restrict or limit either Party's general obligation at law to mitigate a loss that it may incur as a result of a matter giving rise to a Claim.

### 23. Assignment

Neither party may assign, sub-contract, novate, transfer or otherwise dispose of any of its rights or obligations under this Agreement, without the written consent of the other, such consent not to be unreasonably withheld or delayed, except that:

Motorola Solutions may transfer its rights or obligations (or both) to a Motorola Solutions subsidiary without consent and Motorola Solutions may sub-contract to any third party such obligations as it deems necessary to perform one or more parts of the Service; and

The Customer may transfer its rights or obligations (or both) to a Customer subsidiary.

### 24. Entire Agreement and third Parties

This Agreement together with the relevant Order Form(s) comprises the entire agreement between the Parties related to its subject matter and supersedes all previous written or oral agreements relating to its subject matter.

The Parties acknowledge and agree that this Agreement has not been entered into wholly or partly in reliance on, nor has either party been given, any warranty, statement, promise or representation by the other or on its behalf, other than as expressly set out in this Agreement.

Each party agrees that the only rights and remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind this Agreement which it might otherwise have had in relation to them.

All warranties, conditions, terms and representations not set out in this Agreement whether implied by statute or otherwise are excluded to the extent permitted by law.

Nothing above will exclude any liability in respect of misrepresentations made fraudulently.

Any person who is not party to this Agreement has no rights under the Contracts to enforce any term of this Agreement.

### 25. Notices

Notices under this Agreement shall be in writing to (for the Customer) to the address or email specified and (for Motorola Solutions) the Motorola Solutions Representative, and may be delivered by hand or by courier, or sent by first class post and, if posted shall be deemed to have been received two (2) Working Days following the date of posting.

### 26. Dispute Resolution

Either party may call a meeting of the Parties by service of not less than thirty (30) days written notice to resolve any disputes or disagreements relating to this Agreement or any Order form and each party agrees to procure that its authorised representatives shall attend all such meetings. The authorised representatives and others attending the meeting shall use all reasonable endeavours to resolve disputes arising out of this Agreement.

If the Parties fail to resolve the dispute in the allotted time, the Parties may within that period on the written request of both Parties ("the ADR Request") agree in writing to enter into an Alternative Dispute Resolution Procedure with the assistance of a mediator agreed by the Parties.

Recourse to this Dispute Resolution Procedure shall be binding on the Parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the Parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until fifteen (15) days after the Parties have failed to reach a binding settlement by mediation.

If, with the assistance of the mediator, the Parties reach a settlement, such settlement shall be reduced to writing and, once signed by a duly authorised representative of each of the Parties, shall remain binding on the Parties.

The Parties shall bear their own legal costs of this Dispute Resolution Procedure, but the costs and expenses of mediation shall be borne by the Parties equally.

#### 27. Severability and variation

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of its provisions will continue in full force and effect as if this Agreement had been executed with the invalid, illegal or unenforceable provision omitted.

#### 28. Further Assurances

Both Parties shall at their own expense promptly:

execute all documents and do all acts and things reasonably required by the other party to give effect to the terms of this Agreement; and

within such time limits as are reasonable in the circumstances provide all accurate information, documentation and assistance reasonably requested by the other party to enable that other party to fulfil its obligations hereunder.

In performing the Services, Motorola Solutions shall operate as, and have the standing of, an independent contractor.

#### 29. [Intentionally deleted -- Reserve]

#### 30. Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement. No counterpart shall be effective until each party has executed at least one counterpart.

#### 31. Governing Law and Jurisdiction

This Agreement and all disputes arising out of or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise shall be governed by the laws of the state of Illinois.

Subject to first complying with Dispute Resolution, the parties submit to the exclusive jurisdiction of the courts of Illinois to settle any dispute arising out of or in connection with this Agreement whether in contract, tort (including negligence), breach of statutory duty or otherwise.

Signed by Customer on the date of this Agreement

Signature

---

Name

---

Title

---

Company

---

Address

---

Email

---

Phone No:

---

Date

---

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 27-20**

**A RESOLUTION TO APPROVE AND AUTHORIZE THE PROCUREMENT,  
PURCHASE AND INSTALLATION OF A SINGLE-FACE, COLORIZED,  
ELECTRONIC MESSAGE CENTER SIGN FROM KERLEY SIGNS, INC. FOR THE  
ENTRANCE TO THE TOWN HALL PARCEL**

Introduced by: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town Charter, § 33-63(a) requires that all purchases and contracts for the Town government shall be made by the Mayor and Council, and the Council may provide by ordinance for rules and regulations regarding the use of competitive bidding and contracts for all Town purchases and contracts; and

WHEREAS, pursuant to Section 20.4(a)(4) of the Town Ordinance Code, Procurement of an item valued at \$10,000 or more, which, in accordance with the Charter, requires competitive bidding and a written contract, shall be advertised in the Town newsletter, newspaper of general circulation or on the Town website and, to the extent the procurement is expected to exceed \$25,000 in value, on the eMaryland Marketplace, the internet-based procurement system managed by the Maryland Department of General Services; and

WHEREAS, the Town Charter, § 33-63(f) & (g) further authorizes the Town to forego the normal procurement process through cooperative purchasing in certain cases where another Maryland government entity or member of the Washington COG has already made a competitive purchase of said item, good or service and therefore the Mayor and Council may, without soliciting bids, purchase the item in question at the bid price from the successful bidder, if the Mayor and Council determines that the bid price is competitive, and furthermore, the Mayor and Council by a two-thirds vote may waive the competitive bidding requirements of said section for good cause shown for sole source procurements of unique products and services whereby written findings as to the basis of such waiver shall be placed in the journal of the Council's proceedings; and

WHEREAS, the Town staff has obtained a proposed Sales Agreement (dated March 18, 2020, attached hereto as Exhibit 1) and a sketch for the proposed new signature of the same date (attached hereto as Exhibit 2) from Sales Representative Joe Kerley of Kerley Signs, Inc. to purchase a 3' x 7' (display), single-sided, full color, electronic message center, with internally illuminated cabinet and white acrylic face and vinyl copy on 4" X 4" (3'-1" tall) steel poles at a total purchase price of \$24,676.00 including installation; and

WHEREAS, the Council further finds that as the vendor, Kerley Signs Inc., is in good standing with the State and is authorized to extend contracts to purchase LED and electronic signs at contract prices in accordance with the Maryland-National Capital Park and Planning Commission's Task Order #370251; and

WHEREAS, the Council further finds that on or about the 4th day of September 2018, a similar LED sign was purchased by the Town of Cottage City for \$23,676.00 from said vendor having the following specifications: One (1) s/f 10mm full color electronic message center sign with

**THE TOWN OF FOREST HEIGHTS  
RESOLUTION 27-20**

a viewing area of 3'x7' to include one (1) s/f 18" tall LED illuminated cabinet with SG grade plex face with color graphics, with two (2) steel posts and steel support frame; and

WHEREAS, the Council further finds that the proposed Sales Agreement of Kerley signs, Inc. is determined to be substantially the lowest or best bid, in terms of quality of goods and work, time of delivery or completion, and responsibility of bidder being and it is prudent and in the best interest of the Town to purchase said sign from Kerley Signs, Inc., and that said purchase may properly bypass the competitive bid or proposal requirements of the Town Charter since said Charter permits cooperative purchasing with other Maryland governments; and

WHEREAS, the Treasurer has certified in writing that the funds are available under Census grant Line Item 8048 of the FY 2020 Budget.

NOW THEREFORE, BE IT RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorize, and approve the purchase by the Mayor or her designee on behalf of the Town of the above-described electronic sign at the quoted total price of \$24,676.00 as described in the Sales Agreement attached hereto as Exhibit 1 and incorporated herein by reference;

AND BE IT FURTHER RESOLVED that said sign shall be erected near the Municipal Building along Arapahoe Drive after appropriate referral or permit application for the electrically-serviced structure is reviewed, as needed, by the Prince George's County Planning Board and/or DPIE pursuant to State and County law;

AND BE IT FURTHER RESOLVED that the Mayor and Town Council of Town of Forest Heights, Maryland hereby authorizes, and approves the Mayor or her designee on behalf of the Town to execute said Sales Agreement;

AND BE IT FURTHER RESOLVED that the Public Works Supervisor or his designee shall serve as a responsible person on location and for any necessary alterations at the Municipal Building, he shall prepare the site of the signage and any required site plan, and further shall report or give notice of the proposed work in the public right of way to be performed pursuant to this Resolution and the above-referenced proposals/agreements and drawings to Miss Utility and/or WSSC, SHA, PEPCO, and any other appropriate entities prior to construction;

AND BE IT FURTHER RESOLVED that the Mayor or the Town Administrator is hereby duly authorized to execute any necessary permit, request, referral, or other legal instrument to effectuate said purchase and installation in accordance with the purpose of this Resolution;

AND BE IT FURTHER RESOLVED that this Resolution shall take effect upon its passage.

PASSED this \_\_\_\_ day of May 2020.

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 27-20

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD \_\_\_\_\_

KENNEDY II \_\_\_\_\_

NOBLE \_\_\_\_\_

BARNES \_\_\_\_\_

HINES \_\_\_\_\_

WASHINGTON \_\_\_\_\_

ATKINSON \_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of May 2020 with \_\_\_ Aye votes and \_\_\_ Nay vote the aforesaid Resolution \_\_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

Exhibits – Sales Agreement & Drawing dated 3/18/20

Creating an Image that Lasts...



7650 PRESTON DRIVE
LANDOVER, MD 20785
PHONE: 301.773.6800
FAX: 301.773.3465

SALES AGREEMENT

NUMBER:
SLSM: Joe Kerley

ATTN: Stanley Mosley

This Sales Agreement (the "Agreement"), entered into this 18th day of March, 2020, between KERLEY SIGNS, INC., hereinafter referred to as 'KSI' and Town of Forest Heights, hereinafter "BUYER", with a principal place of business located at 5508 Arapahoe Drive Forest Heights, MD, the parties hereby agree as follows:

KSI agrees to furnish to the above named Buyer for the price and on the terms and conditions stated below and on the reverse hereof, the items and materials (collectively the 'Items') and services described below and conforming to the attached hereto and made a part of this agreement.

1. DESCRIPTION

One (1) s/f 10mm full color electronic message center sign with a viewing area of 3'x7'
To include one (1) s/f 18" tall LED illuminated cabinet with color Graphics, with two (2) steel posts and steel support frame.

Your cost ..... \$ 21,326.00

Survey and Installation to include Prince George's County hole inspection

Your cost ..... \$ 2,450.00

Permit Procurement

Your cost ..... \$ 450.00

\*\*actual county fees to be billed to customer at cost

Engineered Drawings as required by County

Your cost ..... \$ 450.00

Five (5) Year Watchfire warranty on all parts

2. PRICE The total purchase price is composed of the following:

Sale Price \$ 21,326.00
Permit and Engineered Drawings \$ 900.00
Survey and Installation cost \$ 2,450.00

TOTAL PURCHASE PRICE \$ 24,676.00
.50% Deposit \$ 12,338.00
Balance due at time of completion \$ 12,338.00

3. TERMS. Terms and balance due upon installation unless credit terms have been previously established. If Buyer fails to maintain credit standing satisfactory to KSI, terms change to cash on delivery. Buyer agrees to pay a service charge on past due amounts from the date they become due to the date KSI receives payment, at the rate of one and one-half percent (1 1/2%) per month. Any and all expenses, including costs and attorney's fees incurred by KSI in collecting past due amounts shall be added to the purchase price and invoiced to and paid by Buyer as part thereof. Personal checks are not an acceptable form of payment. Merchandise being shipped out of the continental US must be paid in full with certified funds prior to shipping.

4. PLACE AND TIME OF DELIVERY OR INSTALLATION: The items shall be delivered to and, if required by this Agreement, installed at 5508 Arapahoe Drive Forest Heights, MD, after receipt of down payment, acceptance by KSI of this Agreement and receipt by KSI of permit, if applicable, and, as may be necessary, approvals of owners of premises in or on which items may be installed and of owners trademarks or copyrights on which items may infringe. Any date is only approximate and is subject to availability of components and resolution of technical problems.

5. Taxes. In addition to the price, Buyer shall be responsible for and shall pay when due all taxes imposed by any governmental unit on the items and services to be furnished hereunder, except for taxes imposed on or measured by the net income of KSI.

6. Governmental and Other Approvals. Approvals of various governmental units, including zoning and building permit approvals, are the sole responsibility of the Buyer unless Buyer specifically engages KSI to seek to obtain such approvals. If KSI is specifically engaged to obtain such approvals, KSI's sole responsibility shall be to file, within a reasonable time, the necessary applications, without taking any appeals to court, (filing fees and all incidental out-of-pocket costs to be paid by Buyer) and to make a good faith attempt to obtain such approvals for and on behalf of the Buyer. Buyer shall timely secure all necessary permission from its landlord and the owners of any trademarks and/or copyrights. After this agreement is signed and accepted by KSI, Buyer's failure to obtain such permission shall not relieve Buyer of its obligations under this Agreement.

7. Site Preparation, Installation. Installation is the sole responsibility of Buyer, unless installation is specifically purchased from KSI. Buyer shall, at all times, be and remain responsible for and hold KSI harmless from and against all loss, claim, damage, and liability (including costs and attorney's fees incurred in defending against the same) resulting from or related to location and placement of the items and/or services. All preparation of the site, including but not limited to all necessary primary electrical service and connections, preparation of footings, inspection and, if necessary, modification of load bearing points, such as walls, poles, etc, shall be the sole responsibility of Buyer, and Buyer shall indemnify and hold KSI harmless from and against any and all liability, claim, loss and damage resulting from site preparation (including costs and attorney's fees incurred by KSI in defending against the same). When KSI is required to install free-standing ground signs or pylon signs or directions signs, the price is subject to increase to the extent of additional costs incurred by KSI by reason of excess rock or other unforeseeable foundation conditions. All primary electrical service shall be 110-120v, and all production manufactured by KSI will be wired with 110-120v electrical components. There will be an additional charge for changing the electrical components to accommodate any other primary electrical voltage. With respect to requests for extra work, the Buyer also expressly agrees to compensate KSI for additional costs and expenses at the time of order and/or installation at the option of KSI, and both parties expressly agree that KSI shall have the absolute right to decline any such modifications for extra work.

8. Removal. If removal of an existing sign or display (or component thereof) is necessary in conjunction with the installation or service of a display described in Paragraph 1, the existing sign, display, or component shall be deemed to be worthless and abandoned by the Buyer and shall be disposed of by KSI "EXCEPT BY EXPRESS WRITTEN INSTRUCTIONS BY THE BUYER." In no event shall KSI be responsible for or liable to the Buyer for any damage or injury whatsoever due to the removal of the existing sign, display, or component.

9. Title and Security Interest. Title to all items furnished pursuant to this agreement shall remain in KSI and they shall not be deemed fixtures or otherwise constitute a part of any realty to which they may be attached unless and until the purchase price, and all other sums agreed to be paid hereunder, are paid in full. Until the payment by Buyer of the full amount due hereunder, KSI shall have a purchase money security interest in all items covered by this Agreement and shall have and may exercise, in connection with such security interest, all rights and remedies of a secured party under the Uniform Commercial Code in force in the State of Maryland or under any other applicable law. Should the buyer be in default of the terms set forth in this agreement, KSI may immediately remove said signs, terminate this agreement, and any payments therefore made hereunder shall belong to KSI for compensation and expenses related to fabrication and depreciation in value of the sign. Should KSI be asked to re-install the sign, there will be an additional charge associated with this expense.

10. Risk of Loss. KSI shall bear the entire risk of loss, damage, or destruction of all items covered by this Agreement until delivered to the Buyer and, to the extent required by this Agreement, installed, and Buyer shall bear all such risks thereafter.

11. Cancellation and Reschedule Charges. This agreement is for custom-fabricated items and materials and/or unique services and may not be cancelled by the Buyer. In the event Buyer requests delay of shipment of completed products or of installation, if to be performed by KSI, Buyer shall pay KSI the contract price as if said items were delivered and installed, if required, at the time specified herein, less only the cost of delivery and installation not yet furnished, and a reasonable rescheduling charge for any trips made to installation site and if KSI is required to store items, Buyer agrees to pay KSI a reasonable storage fee to be invoiced monthly, within ten (10) days after receipt of the monthly invoice. All rights, remedies and security KSI has for the collection of the price shall be available to KSI to collect any unpaid storage charges.

12. Warranties. KSI represents and warrants to Buyer that the items and services covered by this Agreement shall be free from any defects of workmanship or materials for a period of two (2) year following delivery to Buyer, or from completion of agreed installation, if to be performed by KSI, or from completion of manufacture, should delivery or installation be delayed by Buyer. All defects in items and services must be reported to KSI in writing within said one year period, and KSI will, at its option, either repair the defect or replace the defective product or part. KSI's sole obligation under this warranty shall be to make such repair or replacement of defective parts. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, KSI MAKES NO WARRANTIES REGARDING ANY OF THE SERVICES OR ITEMS COVERED BY THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE), EITHER EXPRESSED OR IMPLIED. KSI expressly disclaims any responsibility of liability from errors or ambiguities in plans, designs, specifications or drawings furnished to KSI by Buyer or its agents (including its engineers or architects) or defects, damages or injuries caused thereby. The limitations contained in this Paragraph 12 on KSI's liability will apply regardless of the form of action, whether in contract or tort, including negligence. Any action against KSI arising out of or relating to the transaction covered by this Agreement must be brought within ninety (90) days after the cause of action accrues.

13. Limitation of Liability. Notwithstanding anything to the contrary contained herein, KSI's liability under this Agreement, or otherwise arising out of or relating to the transaction covered by this Agreement, shall not exceed the amount Buyer actually paid KSI pursuant to this agreement. IN NO EVENT SHALL KSI BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE FURNISHING, PERFORMANCE OR USE OF ANY ITEM OR SERVICES FURNISHED PURSUANT TO THIS AGREEMENT.

14. Time of Performance. KSI shall not be liable for any delay in the performance of its obligations under this Agreement which is caused by circumstances beyond its reasonable control. If completion of manufacturing is delayed beyond the delivery date for reason beyond KSI's reasonable control, KSI may invoice Buyer, prior to delivery for the portion of the work completed. As a condition of this Agreement, performance of this and all other acts required to be performed by KSI under the terms and conditions of the Agreement shall be subject to delay by strikes, breakage, fires, unforeseen commercial delays, governmental restrictions, acts of God, or other casualties or events beyond control of KSI.

15. General Provisions. This agreement is effective only if and from the date it is accepted by an officer of KSI and constitutes the entire Agreement between the parties with respect to the subject matter hereof. Its terms and conditions shall prevail, notwithstanding any other terms and conditions in any order submitted by Buyer. Terms and conditions of this Agreement may not be altered or modified, except in writing, executed by a duly authorized officer of KSI. All rights and remedies conferred under this Agreement or by law shall be cumulative and may be exercised singly or concurrently. Failure by KSI to enforce this Agreement or any term thereof shall not be deemed a waiver of future enforcement of that or any other term. All provisions of this Agreement are declared to be severable. This agreement shall be governed by the Uniform Commercial Code and other applicable laws of the State of Maryland.

Buyer acknowledges that it has read this Agreement and the Terms and Conditions as stated herein, understands them, agrees to be legally bound by them, and that this Agreement is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. THE SALES REPRESENTATIVE IS ACTING AS A SPECIAL AGENT NOT AUTHORIZED TO BIND KSI AND ALL REPRESENTATIONS AND AGREEMENTS NOT SET FORTH HEREIN ARE DEEMED WAIVED BY BUYER. This agreement shall expire sixty (60) days after date of agreement, unless authorized by an officer of Kerley Signs, Inc. Notwithstanding anything above to the contrary, KSI agree to indemnify and hold harmless the Town from any liability arising from the gross or simple negligence of its agents or employees while working on site during the installation of the sign project.

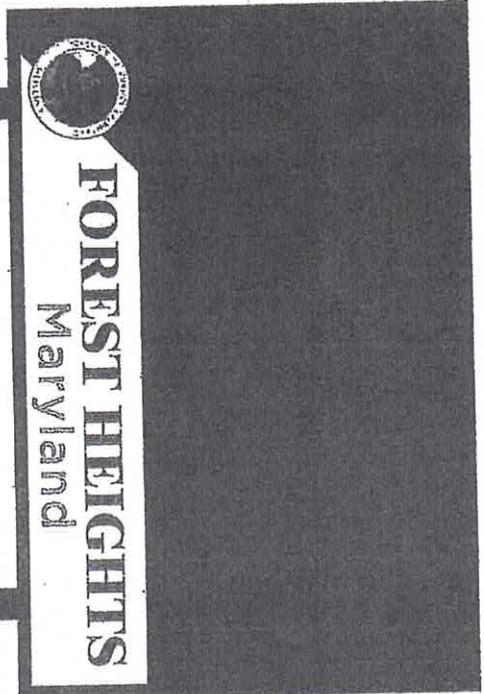
**KERLEY SIGNS, INC.**  
7650 Preston Drive  
Landover, MD 20785  
Phone (301) 773-6800  
Fax (301) 773-3465

By \_\_\_\_\_  
For Kerley Signs, Inc.  
Title \_\_\_\_\_

Buyer \_\_\_\_\_  
Name of Company/Individual Partnership Corporation  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Accepted By: \_\_\_\_\_  
Authorized Signor  
\_\_\_\_\_  
Name (type or print)  
Title \_\_\_\_\_

SINGLE-SIDED

7'-3"

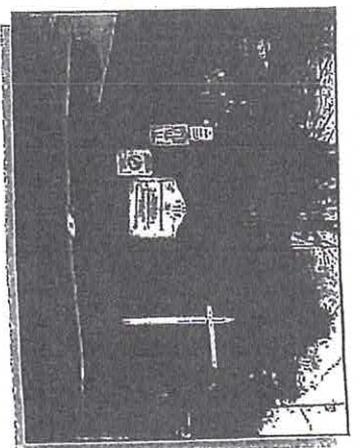


8'-0"

31 1/2 x 71 W FULL COLOR ELECTRONIC MESSAGE CENTER

INTERNALLY ILLUMINATED CABINET: WHITE ACRYLIC FACE W/ VINYL COPY

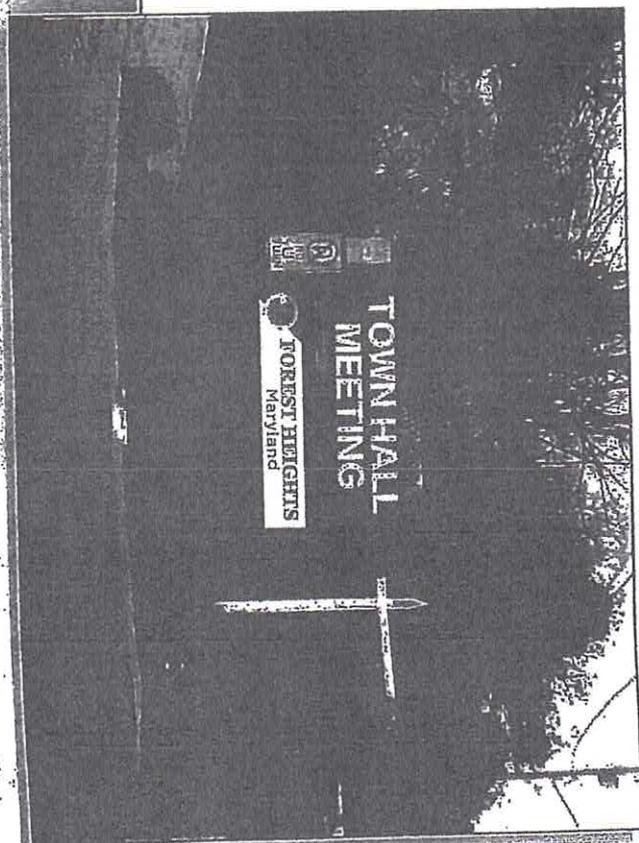
ON 4" x 4" STEEL POLES



3'-1"

3'-5"

1'-2"



NOTE THAT COMPUTER GENERATED COLORS SHOWN ON THIS DRAWING ARE ONLY A REPRESENTATION. ACTUAL COLORS MAY VARY. IF EXACT MATCH IS NEEDED, PLEASE INFORM THE SALESPERSON.

Proposed New Signage For:

**CITY OF FOREST HEIGHTS**

5508 Arapahoe Dr., Forest Heights, MD

Location:

5508 Arapahoe Dr., Forest Heights, MD

|            |                        |
|------------|------------------------|
| SALES REP: | JOE KERLEY             |
| DATE:      | 3/16/2020              |
| SCALE:     | 1/2" = 1'              |
| PROJECT:   | City of Forest Heights |
| SKETCH#:   | 00000                  |
| ARTIST:    | A. Wehler              |

Customer must approve sketch prior to fabrication of sign. Customer is responsible for proofreading and checking copy for any and all spelling and grammatical errors. KSI will not be responsible for these errors. Note that computer generated colors shown on this drawing are only a representation. Actual colors may vary. If exact match is needed - please inform the salesperson. Please initial in box provided.

CUSTOMER'S APPROVAL

DESIGN PROPERTY OF KERLEY SIGNS, INC. Not to be reproduced or photocopied without the expressed written consent of Kerley Signs, Inc. The use of this document for bidding purposes to other companies or if the design is reproduced in any form without permission from Kerley Signs, Inc. the customer will be required to pay for this design. Copyright © KERLEY SIGNS, INC. 2010

**KERLEY SIGNS**

Proud Members Of:



7650 Preston Drive, Landover, Md. 20785  
 PH: (301) 773-6900 FAX: (301) 773-3465

**RESOLUTION 29 -20**  
**THE TOWN OF FOREST HEIGHTS**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT ON BEHALF OF THE TOWN OF FOREST HEIGHTS WITH COMPUTER HELPERS, INC. FOR INFORMATION TECHNOLOGY SERVICES, HARDWARE AND SOFTWARE FOR THE MUNICIPAL BUILDING AND POLICE STATION

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town Council has authority to approve contracts and procurements pursuant to the Town Charter, Section 33-63, and Town Code, Section 20.4; and

WHEREAS, the Charter, Section 33-63 further permits the Council to forego the competitive bidding process in order to negotiate professional services contracts such as accounting, architecture, auditing, engineering and related services; and

WHEREAS, the Town staff has negotiated a personal services contract with an Alexandria, VA based company to provide certain technology solutions and products to the Town to improve, upgrade and enhance its information technology systems and devices.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the Contract referencing a spreadsheet submitted by Computer Helper's, Inc. dated 12/5/19 (1 page), and two (2) proposals of Contractor entitled (i) Forest Heights Municipal building, dated 12/4/19 (2 pp.), and (ii) document describing services installed (discovery), hardware and software upgrades, data storage, network design, and buildouts, undated;

AND BE IT FURTHER RESOLVED that in accordance with the Contract approved herein the Town shall compensate the Contractor \$ 2,929.00 (Monthly recurring for Exchange email, retainer, VOIP and Online remote backup); One time hardware costs of \$ 15,757, and \$ 1,250.00 for yearly anti-virus protection for each device, and the total project is expected not to exceed \$ 15,757.00 for hardware, \$2,929.00 for monthly recurring fees and \$ 1,250.00 for annual anti-virus protection for 25 devices;

AND BE IT FURTHER RESOLVED that consideration for the above contract shall be appropriated and paid for from Line Item 7194 of the FY 2020 Budget;

AND BE IT FURTHER RESOLVED, that prior to the Mayor signing the approved contract the authorized representative of said company or firm shall provide a certificate of good standing or other evidence thereof, and proof of insurance as required by the terms of the Contract, and maintain at all times during the term of said agreement, or any other contract it has with the Town, such insurance coverage (Commercial General Liability, Business Automobile Liability, and Workers' Compensation) to adequately protect the Town or as otherwise required by law and that the Contractor shall cover any claim that may arise while engaged in work under any agreement with the Town;

**RESOLUTION 29 -20  
THE TOWN OF FOREST HEIGHTS**

AND, BE IT FURTHER RESOLVED, that the Town Council of Forest Heights, Maryland hereby authorizes and approves the Mayor on behalf of the Town to execute any other related instrument or document necessary to carry out the intent of this Resolution;

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

**PASSED** this \_\_\_ day of May 2020.

**APPROVED:** By Resolution of the Town Council of The Town of Forest Heights, Maryland.

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

|            |       |
|------------|-------|
| MUHAMMAD   | _____ |
| KENNEDY II | _____ |
| NOBLE      | _____ |
| BARNES     | _____ |
| HINES      | _____ |
| WASHINGTON | _____ |
| ATKINSON   | _____ |

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

**RESOLUTION 29 -20  
THE TOWN OF FOREST HEIGHTS**

**CERTIFICATION**

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of May 2020 with \_\_\_\_\_ Aye votes and \_\_\_\_\_ Nay vote the aforesaid Resolution \_\_\_-20 passed.

---

Sherletta Hawkins, Town Clerk

Exhibit – Contract between the Town of Forest Heights and  
Computer Helpers, Inc. for Information Technology Services, Hardware and Software for the  
Municipal Building and Police Station

**Computer Helpers, Inc.**  
**901 N. Washington Street, Suite 103**  
**Alexandria, VA 22314**  
**703-836-1753 Office**

**Services installed (discovery)**

An ongoing inventory audit for current services will be included in the monthly retainer price to gather all information for future upgrades. We will need full access to all IT related records

- Internet (Verizon, Comcast, T1, and Fiber)
- Phones
- Fax lines
- Other connectivity

**Hardware and software upgrades (recommendations)**

Per the discovery of the above information Computer Helpers, Inc. will provide a list of necessary upgrades for office PC's, routing and switching.

- Before hardware gets replaced we will create a standard of hardware within a certain criteria of hardware specifications and required software. With this standard in place we will realize a standard of things being equal and overcome the current hardware challenges. We will create a realistic IT budget and spans across the life cycle of any giving hardware.

**Data Storage:**

- At present data storage is local per PC and not centralized. In the short term all data will be directed to the in-house server.

**Network Design:**

The below networks will be utilized for both Municipality Admin offices and Police Station

- Municipality – Private network with internal use only which includes the already purchased in house server, Active Directory, file and print and resource sharing.
- Accounting – Network for account connectivity
- Guest wifi – segregated restricted network access firewalled from all networks
- Workshop LAN plus wifi - segregated restricted network access firewalled from all networks

Computer Helpers, Inc.  
901 N. Washington Street, Suite 103  
Alexandria, VA 22314  
703-836-1753 Office

**Buildouts:**

Future buildouts and any other support outside of the retainer will rely on various factors including scheduling and permit so not to create problems for current work. When Forest Heights is ready to move forward with moving the Police Station and then relocating the Admin space we will fine tuning a proposal. Included here (Excel format) is a basic idea of cost regarding network drops, routing, switching and various hardware. During buildout Computer Helpers, Inc. will coordinate all IT related and take full lead for coordinating with various vendors. Most infrastructure work will be done by Computer Helpers, Inc. with the exception of state provided services, police camera relocation, and trench digging for connectivity of Municipal and future police relocation

## Submitted by Computer Helpers, Inc.

### Forest Heights Municipal and Police Station\*\*\*\*

#### Item

#### Municipal Building IT and police

|  |    |          |
|--|----|----------|
| Server Rack (Municipal)  | \$ | 1,495.00 |
| APC (Uninterrupted Power Supply  | \$ | 395.00   |
| SonicWALL NSA with 3 year realtime packet filtering                      | \$ | 2,495.00 |
| Airtight Network Access Point #1   | \$ | 595.00   |
| 3 yr. warranty and support Airtight AP #1                                | \$ | 399.00   |
| Airtight Network Access Point #2   | \$ | 595.00   |
| 3 yr. warranty and support Airtight AP #2                                | \$ | 399.00   |
| Cisco 3750X Series 24 Port Switch, WS-C3750X-24T-S for data connectivity | \$ | 995.00   |
| Cisco SFP adapters X 2.  | \$ | 195.00   |

#### Server

|  |    |          |
|--|----|----------|
| Lenovo RAID 5 server                         | \$ | 4,995.00 |
| Xeon Processor                               |    |          |
| 16 Gigs RAM                                  |    |          |
| RAID 5 (2TB x 3) hard drives                 |    |          |
| Windows Server 2019 with 10 Concurrent seats | \$ | 1,600.00 |

#### Exchange email and Office365

|   |         |
|---|---------|
| Exchange email - 25 Gig mailbox, mobility and owe per users per month | \$18.99 |
| Exchange email with mobility only                                     | \$11.99 |
| Exchange email with Office 365 per users per month                    | \$25.00 |

\*\*\*\* other items might be needed

**CONTRACT BETWEEN THE TOWN OF FOREST HEIGHTS AND  
COMPUTER HELPERS, INC. FOR INFORMATION TECHNOLOGY SERVICES,  
HARDWARE AND SOFTWARE FOR THE  
MUNICIPAL BUILDING AND POLICE STATION**

This CONTRACT (the "Contract") is made on the date indicated below by and between THE TOWN OF FOREST HEIGHTS, Maryland (the "Town"), a municipal corporation, and COMPUTER HELPERS, INC., a Virginia corporation having a usual place of business at 901 N. Washington Street, Suite 103, Alexandria, VA 22314 (the "Contractor").

The Contractor and the Town, in consideration of the mutual covenants, promises, and agreements herein contained, agree as follows:

1. **Provision of Services.** The Contractor hereby agrees to provide the following services to the Town:

THE DETAILED DESCRIPTION OF SERVICES to be provided are described in Contract Documents referenced below and a Spreadsheet dated 12/5/19 including Exchange Email, retainer, VOIP phone and online remote back up with monthly recurring fees, several pieces of hardware with equipment setup costs, cabling, server, and related RAM, hard drives and software, and yearly Anti-virus maintenance costs, attached hereto and incorporated by reference herein.

2. **Contract Documents.** The Contract Documents consist of this Contract, the referenced Spreadsheet submitted by Computer Helper's, Inc. dated 12/5/19 (1 page), and two (2) proposals of Contractor entitled (i) Forest Heights Municipal building, dated 12/4/19 (2 pp.), and (ii) document describing services installed (discovery), hardware and software upgrades, data storage, network design, and buildouts, undated. *Where the terms of this Contract and the Contractor's quote or proposal(s) are at variance, the provisions of this Contract shall prevail.*

3. **Contract Term.** The term of this Contract shall consist of the period of time of one year commencing on the below-stated date with automatic renewal on the anniversary thereof unless notice to terminate is provided pursuant to this Contract.

4. **Contract Amount.** In return for the services identified above, the Town certifies that sufficient funds are budgeted and appropriated and shall compensate the Contractor \$ 2,929.00 (Monthly recurring for Exchange email, retainer, VOIP and Online remote backup); One time hardware costs of \$ 15,757, and \$ 1,250.00 for yearly anti-virus protection for each device. The total project is expected not to exceed \$ 15,757.00 for hardware, \$2,929.00 for monthly recurring fees and \$ 1,250.00 for annual anti-virus protection for 25 devices.

5. **Method of Payment.** The Contractor shall submit invoices to the Town with all supporting documentation and shall be reimbursed within 30 days or receipt of invoice or completion of services, whichever occurs later.

Invoices must detail the hours worked and services performed, must reference the purchase order number, and be mailed or emailed to the address specified below: The Town of Forest Heights, Town Treasurer, 5508 Arapahoe Drive, Forest Heights, MD 20745.

**6. Applicable Law and Courts.** This Contract shall be governed in all respects by the laws of the State of Maryland and any litigation with respect thereto shall be brought in the Circuit Court of Prince George's County or District Court of Maryland for Prince George's County. The Contractor shall comply with applicable federal, state and local laws and regulations.

**7. Assignment of Contract.** This Contract shall not be assignable by the Contractor in whole or in part without the prior written consent of the Town.

**8. Audit.** The Contractor shall retain all books, records, and other documents relative to this Contract for five (5) years after final payment, or until audited by the Town, whichever is sooner. The Town, its authorized agents, and/or its auditors shall have full access to and the right to examine any of said materials during said period.

**9. Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Town, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the Town.

**10. Notice.** The following persons shall be contact persons for the parties, and notice given them, by certified return receipt requested mail to the addresses shown, shall constitute valid notice under the requirements of this agreement:

1. For the Town: The Town of Forest Heights, Town Treasurer (lvaughn@forestheightsmd.gov) and 5508 Arapahoe Drive, Forest Heights, MD 20745.

2. For the Contractor: Computer Helpers, Inc., c/o Mr. Jim Houseman (jimh@computerhelpers.net) of 901 N. Washington St., Suite 103, Alexandria, VA 22314.

The parties may amend such addresses by written notice to the opposite party at the given address.

#### **11. Termination.**

A. Termination without Cause. The Town may terminate this Contract for any reason upon ten (10) days' notice and upon payment of any and all sums already earned under the terms of Paragraphs numbered 4 and 5 of this Contract and reasonable expenses incurred in reliance upon the Contract.

Notwithstanding the foregoing, the Contractor agrees that any resulting contract is subject to annual appropriations of the Forest Heights Town Council and that non-appropriation of sufficient funding to continue the contract will result in its automatic termination once existing funding is exhausted.

B. By Town with Cause. The Town may terminate this contract if the Contractor is in material breach with this Contract and fails to adequately remedy such breach after written notice from the Town and a 14-day period to cure the breach. If this Contract is terminated by the Town for cause,

the Town may withhold any further payments to the Contractor until it determines its damages and may sue the Contractor for any damages caused by the breach. If the Town terminates this Contract for cause and it is later determined that such termination was not justified, then the termination shall be converted into one without cause under Paragraph 11.A. and any liability of the Town shall be limited solely to the liability provided by that paragraph for a termination without cause.

C. If this Contract is terminated by the Town, the Contractor shall within seven days thereafter deliver to the Town all Contract Deliverables regardless of the current state of completion. In such case, the Contractor grants an irrevocable right to the Town to use the Contract Deliverables without additional compensation to the Contractor, by the Contractor will not be liable for any change or alterations to the Contract Deliverables or for their use in an incomplete state.

**12. Integration Clause.** This contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, written or verbal, between the parties hereto related to the subject of this Contract.

**13. Notice of Required Disability Legislation Compliance.** The Town is required to comply with state and federal disability legislation: The Rehabilitation Act of 1973, Section 504, The Americans with Disabilities Act (ADA) for 1990, as amended, 42 U.S.C. § 12102 et seq, Title 34 C.F.R. Section 104.12, Executive Order 01.01.2007.16, Code of Fair Employment Practices, Annotated Code of Maryland State Personnel and Pensions Article, Title 2-302 and Title 5-2 and State Government Article, Title 20.

**14. Authority to Transact Business in Maryland.** A Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the State of Maryland as a domestic or foreign business entity if so required by Business and Associations Article of the Md. Ann. Code or as otherwise required by law. Any business entity described herein that enters into an Agreement with the Town shall not allow its existence to lapse or its certificate of authority or registration to transact business in the State, if so required under the Md. Ann. Code, to be revoked or cancelled at any time during the term of the Agreement. The Town may void any Agreement with a business entity if the business entity fails to remain in compliance with the provisions of this section.

**15. Counterparts.** This Contract and any amendments or renewals hereto may be executed in a number of counterparts, and each counterpart signature, when taken with the other counterpart signatures, is treated as if executed upon one original of this Contract or any amendment or renewal. A signature by any party to this Contract provided by facsimile or electronic mail is binding upon that party as if it were the original.

**16. Ethics in Public Contracting.** All officials, employees and contractors must also comply with the Town of Forest Heights Public Ethics Ordinance (Article 14) and Article 20 of the Town Code (Financial Management and Internal Controls).

**17. Exemption from Taxes.** The Town is exempt from Maryland State Sales or Use Taxes and Federal Excise Tax; therefore, the Contractor shall not charge the Town for Maryland State Sales or Use Taxes or Federal Excise Tax on the finished goods or products provided under the Contract. However, this exemption does not apply to the Contractor, and the Contractor shall be responsible for the payment of any sales, use, or excise tax it incurs in providing the goods required by the Contract, including, but not limited to, taxes on materials purchased by a Contractor for incorporation in or use on a construction project. Nothing in this section shall prohibit the Contractor from including its own sales tax expense in connection with the Contract in its Contract price.

**18. Delays and Delivery Failures.** Time is of the essence. The Contractor must keep the Town advised at all times of status of parties' agreement. If delay is foreseen, the Contractor shall give immediate written notice to Town. Should Contractor fail to deliver the proper item/service at the time and place contracted for, or within a reasonable period of time thereafter as agreed to in writing by the Town, or should the Contractor fail to make a timely replacement of rejected item/service when so required, the Town may purchase item/service of comparable quality and quantity in the open market to replace the undelivered or rejected item/service. The Contractor shall reimburse the Town for all costs in excess of the Contract price when purchases are made in the open market; or, in the event that there is a balance the Town owes to the Contractor from prior transactions, an amount equal to the additional expense incurred by the Town as a result of the Contractor's nonperformance shall be deducted from the balance as payment.

**19. Substitutions.** No substitutions, additions or cancellations, including those of key personnel, are permitted after Contract award without written approval by the Town. Where specific employees are proposed by the Contractor for work, those employees shall perform the work as long as those employees work for the Contractor, either as employees or subcontractors, unless the Town agrees to substitution. Requests for substitutions shall be reviewed and may be approved by Town at its sole discretion.

**20. Workmanship and Inspection.** All work under this Contract shall be performed in a skillful and workmanlike manner. The Contractor and its employees shall be professional and courteous at all times. The Town reserves the right to require immediate removal of any Contractor employee from Town service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Contractor agrees to this condition by accepting this Contract. Further, the Town may, from time to time, make inspections of the work performed under the Contract. Any inspection by the Town does not relieve the Contractor of any responsibility in meeting the Contract requirements.

**21. Contractual Disputes.** The Contractor shall give written notice to the Mayor of intent to file a claim for money or other relief within ten (10) calendar days of the occurrence giving rise to the claim or at the beginning of the work upon which the claim is to be based, whichever is earlier. The Contractor shall submit its invoice for final payment within thirty (30) days after completion or delivery. The claim, with supporting documentation, shall be submitted to the Mayor by U.S. Mail, courier, or overnight delivery service, no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the Mayor shall reduce his/her decision to writing and

mail or otherwise forward a copy thereof to the Contractor within thirty (30) days of the Town's receipt of the claim. The Mayor's decision shall be final unless the Contractor appeals within thirty (30) days by submitting a written letter of appeal to the Town Council, or its designee. The Town Council shall render a decision within sixty (60) days of receipt of the appeal. No Contractor shall institute any legal action until all statutory requirements have been met. Each party shall bear its own costs and expenses resulting from any litigation, including attorney's fees.

22. **Severability.** In the event that any provision shall be adjudged or decreed to be invalid, by a court of competent jurisdiction, such ruling shall not invalidate the entire Contract but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

23. **Force Majeure.** A party will not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, civil disobedience, riots, rebellions, acts of God and similar occurrences beyond the control of the party that make performance impossible or illegal, unless otherwise specified in the Contract. If a party asserts Force Majeure as an excuse for failure to perform the party's obligation, that party must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from, or delaying that party in performing its obligations under this contract and that party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its or their performance of the contract and to fulfill its or their obligations under the contract. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event. The Contractor has no entitlement and Town has no liability for: (1) any costs, losses, expenses, damages or the payment of any part of the contract price during an event of force majeure; and (2) any delay costs in any way incurred by the contractor due to an event of force majeure.

24. **Survival of Terms.** Upon discharge of this Contract, Sections (Notice, Indemnification, Governing Law/Forum, Contractual Disputes) continue and survive in full force and effect.

25. **Insurance.** Contractor shall secure at its own expense general liability insurance in an amount not less than \$1,000,000 solely contained in a Commercial General Liability Policy or in combination with an Umbrella or Excess Policy. Included shall be coverage for Bodily Injury and Property Damage resulting from the operations, products, and completed operations of the contractor. The Contractor shall also carry automobile insurance contained in a Commercial Auto Policy or in combination with an Umbrella or Excess Policy. Contractor shall also carry Workers Compensation insurance, which meets the statutory requirements of the applicable jurisdiction. In addition, Contractor shall also carry other insurance coverage deemed by the Town to be appropriate to this agreement.

26. **Parties' Relationship.** It is the intent of the parties hereto that the Contractor shall be considered as an independent contractor and that neither it nor its employees shall, under any circumstances, be considered servants or agents of the Town and that these bodies shall be at no

time legally responsible for any negligence on the part of said Contractor, its servants or agents, resulting in either bodily or personal injury or property damage to any individual, firm, or corporation.

**27. Ownership of Documents.** Contractor agrees that all information, finished or unfinished documents, data, studies, surveys, specifications, records, reports and other material gathered and/or prepared by or for it under the terms of the Contract shall, at the Town's option, be delivered to, become, and remain the property of the Town. The Town shall also have the right to use and reproduce the data and reports submitted hereunder, without additional compensation to the Contractor.

IN WITNESS WHEREOF, the parties below execute this Contract as of the last date written below.

THE TOWN OF FOREST HEIGHTS

COMPUTER HELPERS, INC.

By: \_\_\_\_\_  
Habeeb-Ullah Muhammad

By: \_\_\_\_\_  
Jim Houseman

Mayor \_\_\_\_\_  
Title

\_\_\_\_\_   
Title

\_\_\_\_\_   
Date

\_\_\_\_\_   
Date

Attachment 1 - Spreadsheet submitted by Computer Helper's, Inc. dated 12/5/19 (1 page),

Attachment 2 - Proposal for Forest Heights Municipal building, dated 12/4/19 (2 pp.), and

Attachment 3 - Document (Proposal) describing services installed (discovery), hardware and software upgrades, data storage, network design, and buildouts, undated.

**MAYOR AND TOWN COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**RESOLUTION 30-20 – Establish Fiscal Year 2021 Tax Rates**

**INTRODUCED BY: MAYOR & TOWN COUNCIL**

**ENACTED: May 20, 2020**

**WHEREAS**, the Mayor and Town Council passed Ordinance No. 03-13 on July 22, 2013 making it effective for the tax year beginning July 1, 2014, and for each tax year thereafter unless altered by subsequent enactment of the Town Council, the classifications of property subject to municipal taxation, with respect to those properties, businesses or utilities located within the municipal boundaries of the Town of Forest Heights, shall be as enumerated herein below; and

**WHEREAS**, the rate adopted with regards to the Commercial Real Property tax rate of \$.6026 was incorrectly stated in Resolution 21-20 and this Resolution seeks to correct that error.

**NOW THEREFORE BE IT RESOLVED** that SDAT has declared the Town exempt for FY 2021 from the requirements of the CYTR law regarding commercial real property; however subject to the pending final approval of the FY 2021 Budget, the Mayor and Town Council of The Town of Forest Heights, Maryland hereby agrees to amend and to adopt and establish a real property tax rate of \$.6086 per \$100 of assessment (for commercial real property);

**BE IT RESOLVED** that the tax rates and waste removal fees for fiscal year 2021 for all real, personal and other property which is subject to taxation by the Town of Forest Heights and as previously approved pursuant to Resolution 21 - 20 regarding specifically the noncommercial, commercial and rented residential real property tax rate and incorporating the herein amended commercial real property rate of \$.6086 are hereby restated, ratified and approved to be as follows:

|                                  |    |         |                                     |
|----------------------------------|----|---------|-------------------------------------|
| Noncommercial Real Property      | \$ | .5269   | per \$100.00 of assessed valuation; |
| Commercial Real Property         | \$ | .6086   | per \$100.00 of assessed valuation; |
| Rented Residential Real Property | \$ | .5269   | per \$100.00 of assessed valuation; |
| Business Personal Property       | \$ | 1.75    | per \$100.00 of assessed valuation; |
| Public Utility Property          | \$ | 2.00    | per \$100.00 of assessed valuation; |
| Waste Removal                    | \$ | pending | per household/flat fee.             |

**AND BE IT FURTHER RESOLVED**, that this Resolution shall take effect July 1, 2020.

PASSED this 20<sup>th</sup> day of May 2020.

MAYOR AND TOWN COUNCIL  
THE TOWN OF FOREST HEIGHTS

RESOLUTION 30-20 – Establish Fiscal Year 2021 Tax Rates

APPROVED:

By Order of the Town Council of  
The Town of Forest Heights, Maryland

ATTEST:

MAYOR AND COUNCIL OF THE TOWN OF  
FOREST HEIGHTS, MARYLAND

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

(SEAL)

\_\_\_\_\_  
Calvin Washington, Council President

**CERTIFICATION**

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the 20<sup>th</sup> day of May 2020 this Resolution \_\_ - 20 was enacted and approved with \_\_\_ Aye votes and \_\_\_ Nay votes.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 31-20

**A RESOLUTION BY THE MAYOR AND TOWN COUNCIL APPROVING TOWN PARTICIPATION IN THE MARYLAND CIRCUIT RIDER TOWN MANAGER PROGRAM AS A MEMBER OF THE NORTH BEACH/FOREST HEIGHTS CIRCUIT**

Introduced By: Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Town of North Beach, Maryland has been contacted by the Maryland Department of Housing and Community Development about its desire to continue participation in the Maryland Circuit Rider Town Manager Program for 2020 and 2021; and

**WHEREAS**, for the past two years the Town of North Beach and Town of Forest Heights have agreed to partner in participation of this program with the Town of North Beach as program sponsor; and

**WHEREAS**, both Towns' Mayors and Town Councils recognize there is a significant need for services to be provided by the Municipal Circuit Rider to the area municipalities; and

**WHEREAS**, the Mayors and Town Councils of North Beach and Forest Heights have once again agreed to join the circuit which is sponsored by the Town of North Beach in partnership with the Town of Forest Heights; and

**WHEREAS**, the Maryland Circuit Rider Town Manager program regulations requires approval of a Resolution authorizing participation by each individual municipality; and

**WHEREAS**, the two towns in the North Beach/Forest Heights Circuit will each agree to contribute their proportional financial share to the program as a supplement to help pay for program costs; and

**WHEREAS**, the Mayor and Town Council of Forest Heights agree to pay its proportional share contribution of \$1,500.00 for the Circuit Rider which begins July 1, 2020 and ends June 30, 2021, to be allocated from Budget Line item 8047; and

**NOW THEREFORE, BE IT RESOLVED**, that the Mayor and Town Council of the Town of Forest Heights hereby endorses the participation of the Town of Forest Heights in the North Beach/Forest Heights Circuit Rider Town Manager program; and

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

PASSED this \_\_\_ day of May 2020.

THE TOWN OF FOREST HEIGHTS  
RESOLUTION 31-20

ROLL CALL VOTE

YEA/NAY/ABSTAIN/ABSENT

MUHAMMAD

\_\_\_\_\_

KENNEDY II

\_\_\_\_\_

NOBLE

\_\_\_\_\_

BARNES

\_\_\_\_\_

HINES

\_\_\_\_\_

WASHINGTON

\_\_\_\_\_

ATKINSON

\_\_\_\_\_

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

\_\_\_\_\_  
Habeeb-Ullah Muhammad, Mayor

\_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the \_\_\_ day of May 2020 with \_\_\_ Aye votes and \_\_\_ Nay vote the aforesaid Resolution \_\_\_-20 passed.

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

**MAYOR AND COUNCIL  
THE TOWN OF FOREST HEIGHTS**

**EMERGENCY ORDINANCE NO 01-20**

**AN ORDINANCE TO AMEND THE TOWN ORDINANCE CODE, SECTION 2.9 REGARDING THE AUTHORITY OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS TO ISSUE PROCLAMATIONS AND ORDERS IN RESPONSE TO CIVIL EMERGENCIES BY ADDING CERTAIN EMERGENCY POWERS INCLUDING BUT NOT LIMITED TO DESIGNATING ESSENTIAL EMPLOYEES AND PROVIDING FOR MODIFIED COMPENSATION DURING A DECLARED EMERGENCY AND GENERALLY RELATING TO CIVIL EMERGENCIES.**

Introduced By: Councilwoman Tonya Hines and Mayor Habeeb-Ullah Muhammad

**WHEREAS**, the Governor of Maryland, as of March 5, 2020, has declared a state of emergency and catastrophic health emergency for the epidemic known as COVID -19, and the Governor has taken other extraordinary measures including issuing Executive Order Number 20-03-30-01 thereby amending and restating the order of March 23, 2020, prohibiting large gatherings and events and closing senior centers, and all non-essential businesses and other establishments, and additionally requiring all persons to stay at home; and

**WHEREAS**, the Mayor of Forest Heights, as of April 5, 2020 issued a proclamation declaring the existence of a local emergency thereby requiring the public to observe certain social distancing behaviors and closing the town offices and municipal building to the public except for essential police operations, and ordering most of the remaining staff to telework; and

**WHEREAS**, Section 7.140 of the Employee Handbook states that if an emergency arises that threatens life or property, the Town Administrator and the Mayor may, without complying with the provisions of the personnel rules concerning regular employment, employ such persons as are necessary to meet the emergency and that these employees are temporary subject to the approval of the Council regarding the specified time they will work; and

**WHEREAS**, the Town of Forest Heights Continuity of Operations (COOP) Plan describes essential functions as processes or functions which should not be interrupted or unavailable for several days without significantly jeopardizing operations, and that each essential function has associated key personnel who are necessary to ensure continuity of operations, and that without these personnel, the departments will not be able to perform their essential functions or meet citizen or employee needs, and that these personnel are necessary to carry out the department's essential functions and fulfill the Town's mission; and

**WHEREAS**, pursuant to § 33-20(a) of the Town Charter, the Council shall have the

---

CAPITALS : Indicate matter to be added to existing law  
[Brackets] : Indicate matter to be deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

power to pass all such ordinances not contrary to the Constitution and laws of the State of Maryland or said Charter as it may deem necessary for the good government of the Town; for the protection and preservation of the Town's property, rights, and privileges; for the preservation of peace and good order; for securing persons and property from violence, danger, or destruction; and for the protection and promotion of the health, safety, comfort, convenience, welfare, and happiness of the residents of the Town and visitors thereto and sojourners therein; and

**WHEREAS**, pursuant to § 14-111 of the Public Safety Article of Md. Ann. Code as found in the Maryland Emergency Management Agency Act, only the principal executive officer of a political subdivision, which means a county or municipal corporation of the State, may declare a local state of emergency, and except with the consent of the governing body of the political subdivision, a local state of emergency may not continue or be renewed for longer than 30 days.; and

**WHEREAS**, the Mayor and Council finds that the Town is in urgent need of and/or will immediately benefit from a specific ordinance regarding civil emergencies to supplement existing ordinances, laws and statutes including the Common Law of Maryland and county ordinances that may be applicable within the Town's corporate limits, whereby the Town's appointed enforcement officials may with more sufficient legal basis, legal authority and clarity, effectively act to insure the health, welfare, and safety of the Town and any visitors thereto.

**WHEREAS**, the Mayor and Council is further authorized by Section 33-12 of the Charter to suspend the normal procedure for passing an ordinance and to enact emergency ordinances by the affirmative vote of five members.

### SECTION 1.

**NOW THEREFORE, BE IT ORDAINED AND ENACTED BY THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS**, that Article 2 (Administration), Part II (Civil Emergencies) of the Ordinance Code of the Town of Forest Heights as written herein below is hereby by emergency measure enacted, adopted, revised and amended such that said Ordinance Code and said Article shall henceforth read as follows:

\* \* \*

## **ARTICLE 2 – ADMINISTRATION**

### **PART I: PERSONNEL**

#### SECTION 2.1. DEFINITIONS.

The following underlined words and phrases when used in this Code shall have the meanings respectively ascribed to them in this section:

---

|                 |   |  |
|-----------------|---|--|
| CAPITALS        | : | Indicate matter to be added to existing law                          |
| [Brackets]      | : | Indicate matter to be deleted from existing law                      |
| Asterisks * * * | : | Indicate that text is retained from existing law but omitted herein. |

COUNCILPERSON

Any member of the Town Council of the Town of Forest Heights and synonymous with Councilman.

ESSENTIAL EMPLOYEE

ANY EMPLOYEE OF THE TOWN WHOSE WORK INVOLVES PUBLIC SAFETY, PUBLIC HEALTH, HEALTH CARE, HUMAN SERVICES, AND SIMILAR EMPLOYEES WHOSE SERVICES ARE SUBSTANTIALLY DEDICATED TO MITIGATING OR RESPONDING TO A DECLARED PUBLIC HEALTH OR OTHER EMERGENCY AS WELL AS ANY OTHER EMPLOYEE REQUIRED TO ENTER THE TOWN HALL BUILDING OR OTHER EXPOSED PUBLIC SPACES DURING A DECLARED PUBLIC HEALTH EMERGENCY OR IS TASKED TO CONDUCT BUSINESS ON BEHALF OF THE TOWN IN A MANNER THAT INCREASES CONTACT AND EXPOSURE WITH THE PUBLIC DURING A DECLARED PUBLIC HEALTH EMERGENCY, SHALL BE CONSIDERED ESSENTIAL EMPLOYEES.

FULL-TIME EMPLOYEE

Any employee of the Town who customarily works 40 or more hours per week.

MAYOR

The Mayor of the Town of Forest Heights.

TOWN COUNCIL

The Mayor and Council for the Town of Forest Heights.

\* \* \*

**PART II: CIVIL EMERGENCIES**

\* \* \*

SECTION 2.9: AUTHORITY OF MAYOR TO ISSUE CERTAIN ORDERS

A. Upon the executive order of a civil municipal emergency by the mayor, and during the existence of such civil emergency, the mayor may, in a form that meets the requirements of this section, make and proclaim any or all of the following orders:

- (1) An order imposing a general curfew applicable to the Town as a whole, or to such geographical area or areas of the Town and during such hours as he deems necessary, which effective hours and affected area or areas may be modified from time to time;
- (2) An order requiring any or all business establishments to close and remain closed until further order;

---

CAPITALS : Indicate matter to be added to existing law  
 [Brackets] : Indicate matter to be deleted from existing law  
 Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

- (3) An order requiring the closure of any or all bars, taverns, liquor stores, and other business establishments where alcoholic beverages are sold or otherwise dispensed, provided that with respect to those business establishments which are not primarily devoted to the sale of alcoholic beverages and in which such alcoholic beverages may be removed or made secure from possible seizure by the public, the portions thereof utilized for the sale of items other than alcoholic beverages may, in the discretion of the Mayor, be allowed to remain open;
- (4) An order requiring the discontinuance of the sale, distribution or giving away of alcoholic beverages in any or all parts of the Town;
- (5) An order requiring the discontinuance of the sale, distribution or giving away of firearms and/or ammunition for firearms in any or all parts of the Town;
- (6) An order requiring the discontinuance of the sale, distribution or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle;
- (7) An order requiring the closure of any or all business establishments where firearms and/or ammunition for firearms are sold or otherwise dispensed, provided that with respect to those business establishments which are not primarily devoted to the sale of firearms and/or ammunition and in which such firearms and/or ammunition may be removed or made secure from possible seizure by the public, the portions thereof utilized for the sale of items other than firearms and ammunition may, in the discretion of the Mayor, be allowed to remain open;
- (8) An order closing to the public any or all public places, including streets, alleys, sidewalks, public ways, schools, parks, shorelines, amusement areas, and public buildings;
- (9) An order prohibiting the carrying or possession of a firearm or any instrument which is capable of producing bodily harm and which is carried or possessed with intent to use the same to cause such harm, provided that any such order shall not apply to peace officers or military personnel engaged in the performance of their official duties;
- (10) An order requesting federal and/or State assistance in combating such civil emergency;
- (11) An order establishing economic controls in aid of and supplementary to and consistent with State and federal orders relating to price stabilization or controls including: the convening and establishing of ration boards; auditing retail and wholesale ration accounts; monitoring price control operations and reporting violations to appropriate authorities; assisting in providing essential supplies to disaster victims; advising appropriate authorities concerning rationing, price control, wage and rent controls and allocation of food and other essential commodities;
- (12) An order directing the use of all public and private health, medical, and convalescent

---

|                 |   |  |
|-----------------|---|--|
| CAPITALS        | : | Indicate matter to be added to existing law                          |
| [Brackets]      | : | Indicate matter to be deleted from existing law                      |
| Asterisks * * * | : | Indicate that text is retained from existing law but omitted herein. |

facilities and equipment to provide emergency health and medical care for injured persons;

(13) An order authorizing, in cooperation with utility management and appropriate State and federal agencies, the shutting off, restoration, and operation of utility services in accordance with priorities established for combating such civil emergency;

(14) An order providing for the evacuation and reception of the population of the Town or any part thereof; ~~and~~

(15) AN ORDER TO SET EVACUATION ROUTES AND THE MODES OF TRANSPORTATION TO BE USED DURING AN EMERGENCY AND TO DIRECT THE CONTROL OF INGRESS TO AND EGRESS FROM AN EMERGENCY AREA, THE MOVEMENT OF INDIVIDUALS IN THE AREA, AND THE OCCUPANCY OF PREMISES IN THE AREA;

(16) AN ORDER TO AUTHORIZE THE USE OF PRIVATE PROPERTY, IN WHICH EVENT THE OWNER OF THE PROPERTY SHALL BE COMPENSATED FOR ITS USE AND FOR ANY DAMAGE TO THE PROPERTY;

(17) AN ORDER TO PROVIDE FOR TEMPORARY HOUSING FOR TOWN RESIDENTS;

(18) AN ORDER TO AUTHORIZE THE CLEARANCE AND REMOVAL OF DEBRIS AND WRECKAGE;

(19) AN ORDER TO CONTROL TRAFFIC AND SUSPEND OR ALTER PARKING REGULATIONS WITHIN THE TOWN;

(20) AN ORDER, IF MEDICALLY NECESSARY AND REASONABLE, TO APPOINT A PUBLIC HEALTH OFFICER, AND TO DEFINE AND REGULATE HIS OR HER POWERS AND DUTIES, AND TO PREVENT AND REMOVE ALL NUISANCES, AND TO INSPECT, REGULATE, AND ABATE ANY BUILDINGS, STRUCTURES, OR PLACES WHICH CAUSE OR MAY CAUSE UNSANITARY CONDITIONS OR CONDITIONS DETRIMENTAL TO HEALTH;

(21) AN ORDER, IF MEDICALLY NECESSARY AND REASONABLE TO TREAT, PREVENT, OR REDUCE THE SPREAD OF THE DISEASE OR OUTBREAK BELIEVED TO HAVE BEEN CAUSED BY THE EXPOSURE TO A DEADLY AGENT, THE MAYOR MAY DESIGNATE A HEALTH OFFICIAL TO:

(I) REQUIRE INDIVIDUALS TO SUBMIT TO MEDICAL EXAMINATION OR TESTING;

(II) REQUIRE INDIVIDUALS TO SUBMIT TO VACCINATION OR

---

CAPITALS : Indicate matter to be added to existing law  
[Brackets] : Indicate matter to be deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

MEDICAL TREATMENT UNLESS THE VACCINATION OR TREATMENT LIKELY WILL CAUSE SERIOUS HARM TO THE INDIVIDUAL;

(III) ESTABLISH PLACES OF TREATMENT, ISOLATION, AND QUARANTINE; OR

(IV) REQUIRE INDIVIDUALS TO GO TO AND REMAIN IN PLACES OF ISOLATION OR QUARANTINE UNTIL THE DESIGNATED OFFICIAL DETERMINES THAT THE INDIVIDUALS NO LONGER POSE A SUBSTANTIAL RISK OF TRANSMITTING THE DISEASE OR CONDITION TO THE PUBLIC.

(22) AN ORDER TO DEROGATE, CHANGE, SUSPEND OR MODIFY EXPRESS ORDINANCE PROVISIONS, RESOLUTIONS OR REGULATIONS OF THE TOWN INCLUDING BUT NOT LIMITED TO ORDINANCES, RESOLUTIONS AND REGULATIONS ESTABLISHED FOR SUPERVISING, CONDUCTING, KEEPING THE POLLS OPEN, CANVASING OR POSTPONING A MUNICIPAL ELECTION OR TO PRESCRIBE THE METHOD OR MEANS OF CONDUCTING A MUNICIPAL ELECTION;

(23) PROVIDED THAT AN EMERGENCY ORDER OF THE GOVERNOR AUTHORIZES THE MAYOR TO DO SO, AN ORDER ABROGATING, SUSPENDING OR MODIFYING, ANY RELEVANT AND EXISTING STATUTE, REGULATION, OR OTHER TIME OR ACT OF AN EVENT DESCRIBED WITHIN ANY STATE OR LOCAL STATUTE, ORDINANCE, RULE OR REGULATION THAT THE TOWN ADOPTS OR ADMINISTERS TO ALLOW FOR EXTENSIONS OF LEGAL OR PROCEDURAL DEADLINES, PERMITS, LICENSES, REGISTRATIONS, OR OTHER PERMISSIONS, DEADLINES OR MANDATED FILINGS TO EXTEND OR AVOID LAPSING OF SAME FOR A PERIOD OF TIME EXTENDING FOR UP TO 30 DAYS AFTER THE EMERGENCY;

(24) AN ORDER MODIFYING EMPLOYEE SALARIES AND DESIGNATING CERTAIN ESSENTIAL EMPLOYEES FOR A GIVEN EMERGENCY, INCLUDING ALLOWING FOR BOTH RETROACTIVE AND PROSPECTIVE ADJUSTMENTS TO EMPLOYEE COMPENSATION PROVIDED THAT A STATE OR LOCAL EMERGENCY HAS BEEN DECLARED AND IN EFFECT DURING ANY MODIFICATION PERIOD, AND FURTHER FOR THE HIRING OF ANY ADDITIONAL EMPLOYEES AS DEEMED NECESSARY FOR THE PURPOSE OF MEETING THE EMERGENCY; AND

[15] (25) Such other orders as are imminently necessary for the protection of life and property[;].

B. Provided, however, that any such order(s) shall, within 48 hours of issuance of the order or as soon as practical at the earliest practicable time, be filed with the Clerk to the Town Council and presented to the Town Council for ratification and confirmation, modification or rejection, and if rejected, shall be void. The Council shall consider the statements set forth in this section and

---

CAPITALS : Indicate matter to be added to existing law  
[Brackets] : Indicate matter to be deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

may, by resolution, modify or reject the order. If the Council modifies or rejects the order, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the order. The Council shall endeavor to act on any order within 48 hours of its being presented to the Council by the Mayor.

\* \* \*

**SECTION 2.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that if any section or part of a section of this Ordinance shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Ordinance nor the context in which such section or part of section so held invalid shall appear, except to the extent that an entire section or part of section may be inseparably connected in meaning and effect with the section or part of section to which such holding shall directly apply.

**SECTION 3.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that any prior ordinances adopting and enacting any substantially similar provision of this newly amended and enacted section of Article 2 of said Ordinance Code, or any other ordinance or resolution previously adopted pertaining to a subject or subjects embodied by the title of this Ordinance or the provisions found herein shall be deemed repealed and superseded by the provisions of this Ordinance. Should a previously enacted ordinance cover a provision or subject that is not specifically covered by this Emergency Ordinance, it shall remain in full force and effect unless it directly conflicts with the express language of this Ordinance.

**SECTION 4.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that this Emergency Ordinance shall take effect immediately upon its enactment, having been passed by the required yea and nay votes of the Mayor and Council of the Town of Forest Heights.

**SECTION 5.**

**AND BE IT FURTHER ORDAINED AND ENACTED**, that upon passage, the Town Clerk shall cause to be published a fair summary of this Emergency Ordinance at least twice in the town newsletter or a newspaper having general circulation within the Town of Forest Heights, and that an executed copy of this Emergency Ordinance shall be transmitted to General Code Corporation for publication and codification.

**HAVING BEEN INTRODUCED AND HAVING BEEN READ** as an emergency ordinance and passed by a yea and nay vote of the Mayor and Council of the Town of Forest Heights with

---

CAPITALS : Indicate matter to be added to existing law  
[Brackets] : Indicate matter to be deleted from existing law  
Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.

the affirmative votes of at least five (5) of the members of the legislative body including the Mayor as indicated below at a Public Meeting of The Mayor and Council of the Town of Forest Heights held on this \_\_\_\_ day of May, 2020, at \_\_:00 o'clock p.m., in the Municipal Building in Forest Heights, Maryland.

| <u>ROLL CALL VOTE</u> | <u>YEA/NAY/ABSTAIN/ABSENT</u> |
|-----------------------|-------------------------------|
| MUHAMMAD              | _____                         |
| KENNEDY II            | _____                         |
| NOBLE                 | _____                         |
| BARNES                | _____                         |
| HINES                 | _____                         |
| WASHINGTON            | _____                         |
| ATKINSON              | _____                         |

I HEREBY CERTIFY that the above Emergency Ordinance No. \_\_-20 was passed by the required ye and nay vote of the Mayor and Council of Forest Heights on the \_\_\_\_ day of May 2020.

ATTEST:

THE TOWN OF FOREST HEIGHTS

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

By: \_\_\_\_\_  
Mayor Habeeb-Ullah Muhammad

By: \_\_\_\_\_  
Calvin Washington, Council President

CERTIFICATION

I HEREBY CERTIFY that following its passage, a summary of this Emergency Ordinance No. \_\_-20 has been published at least twice in the town newsletter or a newspaper having general circulation in the Town of Forest Heights.

Date: May \_\_, 2020

\_\_\_\_\_  
Sherletta Hawkins, Town Clerk

- CAPITALS : Indicate matter to be added to existing law
- [Brackets] : Indicate matter to be deleted from existing law
- Asterisks \* \* \* : Indicate that text is retained from existing law but omitted herein.