

**TOWN COUNCIL
WORK SESSION MEETING**

Monday, December 7, 2020
7:30 pm
Municipal Building

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
 - a. Minutes from November 18, 2020
- VI. Lobbyist, Greenwill Consulting (3 minutes) Presentation
- VII. Public Period (limit 2 minutes)
- VIII. Reports
 - a. Treasurer
 - b. Public Works Director
 - c. Lobbyist, Greenwill Consulting
 - d. Code Enforcement
 - e. Ombudsman
 - f. Police Chief
 - g. Town Administrator
- IX. Councilmember/Mayor Report
 - a. Ward I
 - b. Ward II
 - c. Ward II
- X. Legislation
 - a. Resolution 70-20 A resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Bernard Jones Jr. as a Police Lieutenant to serve within the Forest Heights Police Department and to approve a reimbursement agreement
 - b. Resolution 71-20 A resolution to approve a contract with Tri-State Solutions of Maryland, LLCs for Landscaping and Snow Removal Services
 - c. Resolution 72-20 A resolution to approve a three-year Salt Utilization agreement between the State Highway Administration (“Sha”) and the Town of Forest Heights (The “Town”)
- XI. New Business
- XII. Adjournment

**Town of Forest Heights
Town Meeting- 8:00 PM
Wednesday, November 18, 2020
Meeting Minutes**

Call to Order: 8:01 PM

Roll Call: CM Barnes, CM Washington, CW Noble, CM Atkinson, CW Hines, CM Kennedy II and Mayor Muhammad present. Quorum established.

Moment of Silence:

Pledge of Allegiance:

Approval of Agenda: Motion by CW Hines to approve the agenda; seconded by CM Washington; all in favor; motion passed.

Public Period: Ms. Theresa Brownson thanked Mrs. Hawkins for state of the resolutions. She asked why Resolution 57-20 bypassed competitive bidding and stated she felt that the Town should look at more vendors for bidding projects.

Legislation:

Resolution 57-20: A Resolution to purchase (4) Police Vehicles and equipment for the Automated Speed Enforcement Unit. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion passed; motion by CM Washington to adopt Resolution 57-20; seconded by CW Hines; all in favor; no discussion; vote (7 yes; 0 no) motion passed.

Resolution 58-20: A Resolution to raise the salary of the current police officers and to adopt a pay scale for the Police Department. Motion by CM Washington to waive the full reading; seconded by CW Hines; all in favor; motion passed; no discussion; motion by CM Washington to adopt Resolution 58-20; seconded by CW Hines; all in favor; Attorney Kevin Best as a point of order proposed an amendment and asked to entertain a motion to strike the "be it further resolved" clause, and replace it with "be it resolved that the Council approves the pay changes stated above, along with the pay scale chart, attached herein as Exhibit A." Motion by CM Washington to amend the resolution; seconded by CW Hines; all in favor; motion passed. Vote; (7 yes; 0 no); motion passed as amended.

Resolution 59-20: A Resolution of the Mayor and Council of the Town of Forest Heights, Maryland to approve the employment and appointment of Christian Suite to serve as an automated speed enforcement clerk. Motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Kennedy II to adopt Resolution 59-20; seconded by CM Washington; vote (7 yes; 0 no) motion passed.

Resolution 60-20: A Resolution to lease an office trailer from the Automated Speed Enforcement Unit. Motion by CM Washington to waive the full reading; seconded by CW Hines. Motion by CM Washington to adopt Resolution 60-20; seconded by CW Hines. Attorney Best with a point of order suggested an amendment. He proposed that the title be changed to read "from William Scotsman, Inc." and to change where to "whereas" in the last recital. Motion by CM Washington to amend Resolution 60-20 as recommended; seconded by CW Hines; all in favor. Vote (7 yes; 0 no) motion passed as amended.

Resolution 61-20: A Resolution to purchase and install police equipment into a 2014 Chevrolet Tahoe, 2014 Ford Police Interceptor Utility and 2016 Police Interceptor Sedan using Local Impact Grant Funds. Motion by CM Washington to waive the full reading seconded by CW Hines; motion by CM Washington to adopt Resolution 61-20; seconded by CW Hines; discussion; all in favor; vote (7 yes; 0 no) motion passed.

Resolution 62-20: A Resolution to select a proposal and award a contract for auditing services for the Town of Forest Heights for Fiscal Years 2020-2022 to Francis J. DiSalvo, CPA to perform the year ending June 30, 2020 audit and the subsequent audits for an additional two (2) fiscal years thereafter. Motion by CW Hines to waive the full reading; seconded by CM Kennedy II; motion by CW Hines to adopt Resolution 62-20; seconded by CM Kennedy II; all in favor; discussion; proposal to amend by changing language to reflect that it is just a 1 year contract. Vote to amend (6 yes; 1 no); motion passed as amended. Attorney Best recommended that Mr. DiSalvo either be asked to amend his retaining letter or sign off on the pen and ink changes. Motion by CM Washington to adopt Resolution 62-20 as amended; seconded by CM Kennedy II. Vote (6 yes; 1 no) motion passed.

Resolution 63-20: A Resolution to amend sums and amounts for the Fiscal Year beginning July 1, 2019 and ending June 30, 2020. Motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Washington to adopt Resolution 63-20; seconded by CM Kennedy II; all in favor. Vote (6 yes; 1 no); motion passed.

Resolution 64-20: Fiscal Year 2021 Budget Amendment-A Resolution to amend sums and amounts for the Fiscal Year beginning July 1, 2020 and ending June 30, 2021. Motion by CW Hines to waive the full reading; seconded by CM Washington; motion by CM Washington to adopt Resolution 64-20; seconded by CW Hines; all in favor; Vote; (6 yes; 1 no) motion passed.

Resolution 65-20: A Resolution to award a contract based on proposals received pursuant to requests for proposals (RFP) 03-FH for Landscaping and Snow Removal Services. Motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Washington to adopt Resolution 65-20; seconded by CW Hines; discussion; Town Administrator. Mr. Robinson stated that it would be another company (Tri-State Solutions of Maryland, LLC) that would be providing the services, as the option to renew with the existing company expired and it had to be put to bid. CW Noble asked if the annexed properties were considered as part of landscaping and snow removal. CM Washington responded that those annexed roads were under the control of the county or state, so the Town would not be responsible for their care. The Town Attorney concurred that the annexation did not change any Public Works responsibility. CW Noble asked if the memorandum of understanding meant the Town was responsible. Public Works Director Mr. Larry Vaughn said that it only applied to maintaining the grass on Maryland 210, and they had not yet responded to that. CW Noble asked if there was a reason for changing contractors. Mr. Robinson said there was no dissatisfaction. He stated that it was time for the Town to explore the market. Vote (6 yes; 1 no) motion passed.

Ordinance 04-20: An Ordinance of the Mayor and Council of the Town of Forest Heights, Maryland Amending Article 14 (Town Public Ethics Ordinance) of the Town Ordinance Code, by amending Sections 14.4 (Conflicts of Interest); and 14.5 (Financial Disclosure by Elected Officials and Candidates) to approve certain changes made thereto consistent with the requirement of HB 879 (Enacted during the 2017 Legislative Session), including certain changes that must be adopted for a local government to be in compliance with the requirements of Subtitle 8 of the Public Ethics Law or COMAR 19A.04 such as (1) Language added to the conflict of interest section covering local elected officials precluded from lobbying for one calendar year after leaving office and (II) removal of home addresses from public disclosure for local employees and elected officials on their filing submitted after January 1, 2019 and certain other discretionary changes; and generally relating to the Town's Public Ethics Law. Motion by CM Washington to waive the full reading; seconded by CW Hines; motion by CM Washington to adopt Ordinance 04-20; seconded by CW Hines; all in favor; motion passed. Vote (7 yes; 0 no) motion passed.

New Business: CW Noble noted to the Town Clerk that she appreciated the change to the agenda to have the resolutions. CM Barnes stated that there was a notification on Next-door that stated that water contamination from a military installation was causing cancer symptoms within 10 miles. He stated the phone number of a law firm. Attorney Best stated that he had not heard of any occurrences in the metropolis area. He had stated that there was a claim made against a camp in North Carolina for similar sounding practices.

Meeting Adjourned: 9:04 PM

**Town of Forest Heights
Treasurer's Report
December 7, 2020**

- Updated -

	Bank Acct Balance <u>12/04/20</u>	Quickbook Balance <u>11/30/20</u>	Quickbook Balance <u>11/30/19</u>
TD Bank General Fund	435,120.12	427,264.65	440,170.26
TD Bank Rainy Day Fund	160,132.40	160,132.40	157,132.40
TD Bank Speed Camera	3,146,576.84	3,076,551.84	2,676,321.15
TD Bank Municipal Money Market	213,664.59	213,664.59	213,664.59
	<u>3,955,493.95</u>	<u>3,877,613.48</u>	<u>3,487,288.40</u>

General Fund Highlights:

1. Real Estate Tax distribution - \$82,067.88
2. Local Income Tax distribution - \$62,218.80
3. Highway User distribution - \$9,729.10
4. Solar Energy redeemed - \$405.48
5. Personal Property Tax payments received - \$17,292.80

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

December 4, 2020

Town Appearance:

- Maintenance and upkeep of the Community Park next to Henry's
- Daily Trash pickup on both sides of the town
- Monthly inspection of the Tot Lot
- Patching of potholes
- Reporting of Street light outages
- Leaf Pick up
- Cleaning storm drains and curbs of leaves and grass
- Cutting/removal of fallen trees
- Maintaining the Pet Waste Stations
- Monitoring of the Bigbelly Trash Compactors

Town Infrastructure:

- **N. Huron Drive**
 - David Cox (DPIE) ESC inspector has final inspection (TBD)
 - ADA has recommended that the Crosswalk and stop signs at the pathway to the school next to the garden be removed and replaced with a speed hump.
 - Pervious sidewalk (8 panels) has been replaced, a bicycle rode over it and left a tire track. Anything with a depression greater than ¼" will need to be replaced for ADA compliance.
 - Back curbs have been installed where required
 - Driveway slopes at 105,107 & 117 have been repaired
 - Invoice # 4 is being processed
 - Attend weekly conference call meetings
 - Participate in all onsite meetings
- **Sachem Drive – Hill:**
 - It has been decided that FES will be the contractor to complete the restoration and stabilization of hill on Sachem Dr. Mr. Robinson has been in contact with the contractor
- Painting Speed Humps and curbs (ongoing)
- RFP needed for the sidewalks that will need repairing or replacing.
- RFP needed for the streets that will need patching
- Both parties, Goode Trash & TOFH, working together for a better solution to eliminate the excess trash in the streets. This is an ongoing effort. There are still a number of complaints coming in from the town's residents.

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

- The three (3) year salt agreement with SHA has expired and is now up for renewal before the council.
- Landscaping/Snow Removal contractor has been approved by council. The contract between the Town and the Contractor, is now before the council for approval.
- Received maps from Emily Clifton (LID) 11/17/20 which shows possible BMP's for TOFH Storm Water Management issues. They will present a few more options to consider.
- The DPW has been tasked to remove the brick Forest Heights sign at the entrance to the Municipal Building in order to make room for the new electronic sign. The price for the removal by a contractor was too costly. Taken down 12/03/20
- DPW along with Mrs. Hawkins have been in communication with the contractors, Weisman Electric and Kerley Signs to facilitate the installation of the new Electronic Town sign.

- **Cree Drive**
 - RFP is expected to be sent out.
Pavement is heavily distressed/cracked due to a number of overlays and groundwater run-off. Residents have sent in numerous complaints about Cree Dr., this has not been overlooked or forgotten. There have been a number of inspections performed pertaining to Cree Dr. Government agencies, Contractors, WSSC, as well as Engineering Firms have looked at the cause of the breakdown of the pavement. The water has been tested by PG Department of the Environment to try to determine its origin. It is still to be determined. It is believed that approx. 50% of the water source may be coming from the homeowner. It's not in the best interest of the street to repair one or two areas, as the water has not ceased to flow. To repair Cree Drive, it will be a very intensive and expensive venture.

- **Rolph Drive**
 - The Pervious Concrete Sidewalk has started faulting and cracking. Mr. Drew Parks (Z-Con Concrete) came out to inspect the sidewalk. He has provided the town with a cost estimate (\$8,319.61) to clean and repair the sidewalk. A conversation was had with Bill Varnon (Scheibel Const.), he will come out to look at the sidewalk.
 - Spoke with resident at 104 Rolph Dr. concerning the bushes on her walkway that was replace during the Rolph Dr. project. Both bushes have been removed.

Building Infrastructure:

- POD rented to house donated furniture during 606 Modoc's construction, has been removed and the furniture has been placed in the garage at 606 Modoc La.
- Temporary safety fence around construction project at 606 Modoc La.
- Custom Sneeze Guards has been ordered for the Administration office.
- The Town Hall building is being cleaned and sanitized daily by DPW

The Town of Forest Heights

Department of Public Works

Larry D. Vaughn, Director

- Abe Sbitan (Property Solutions came in on 11/28/20 to conduct a deep cleaning and Disinfecting of the building with Micro Mist/High touch/contact surface cleaning and carpet cleaning.

Equipment Maintenance

- Tennant repaired ATLV Leaf Vac
- Chevy Silverado to Danny's Auto for repairs
- New tires for Ford F-250 from Rice Tires
- Acquired tags for new Ford F-250
- Large Leaf Vac in for repairs at Suitland Lawn

Other Areas:

- Answering Resident Communication
- Making/receiving phone calls, follow ups and meetings with contractors and vendors daily
- Purchase of Face shields and disposable Hooded coveralls
- 50 bags of Perma-Patch delivered

GREENWILL

– Government Relations –

December 3rd, 2020

The Town of Forest Heights – November Briefing

Below are several topics we wish to brief the Board on, at Monday's meeting, December 6th, 2020. The information covers committee updates from November, Forest Heights initiatives, as well as new and continuing issues/initiatives that we are currently hearing out of Annapolis.

November 2020 Committee Hearings/Initiatives

- Referendum Questions: Sports Betting, The Governor's Budget
- House Sports Betting Bill
- Legislation Pre-File

Committee Focus/Initiatives in December

- "COVID Storm" - Joint Covid-19 Response Legislative Workgroup – Pandemic Assistance & Response, Health & Human Services
- Sports Betting
- Pre-filed Bills
 - Police Reform, Health & Human Services, Education, Etc.
- Fiscal Budget

Forest Heights Initiatives

- CRF Re-allocation - Hardship Relief Grant Program
- 2021 Legislative Ask - Increase in Local Impact (Casino) Grant

CODE ENFORCEMENT REPORT NOVEMBER 2020

Date	Violation Type	Amount	Location	Status
11/11/2020	business license	\$200.00	5722 Livingston Rd	paid
11/12/2020	civil citation	\$200.00	126 Iroquois way	paid
11/13/2020	civil citation	\$500.00	5916 Ottawa St	paid
11/13/2020	rental license	\$75.00	5916 Ottawa St	paid
11/16/2020	T building permit	\$83.87	116 Seneca Dr	paid
11/17/2020	civil citation	\$300.00	112 Fox Way	pending
11/20/2020	T building permit	\$50.00	5812 Shoshone Dr	paid
11/24/2020	T building permit	\$50.00	5803 Sachem Dr	paid
11/27/2020	vacant property	\$125.00	5906 Deaware Dr	paid
11/27/2020	boarding permit	\$200.00	5906 Delaware Dr	paid

Total \$1,733.87

TOWN OF FOREST HEIGHTS
AUTOMATED SPEED ENFORCEMENT OMBUDSMAN
October 2020
November Report
Ronald B Govan

For the month of November, the Town of Forest Heights had

- **9** Late fees requested
- **6** Late fee requests granted
- **9** Cancel citation
- **3** Transfer Liability

FOREST HEIGHTS POLICE DEPARTMENT NOVEMBER REPORT

<i>Incident Type</i>	<i>Total</i>
911 DISCONNECT	14
ACCIDENT	7
ARMED PERSON	3
ASSAULT	1
CHECK WELFARE	5
CHECK WELFARE COMBINED	3
CIT ROBBERY COMBINED	1
DEATH REPORT	2
DISORDERLY	6
DOA COMBINED	1
DOMESTIC	4
DOMESTIC STANDBY	1
DOMESTIC W/ WEAPON	1
FAMILY DISPUTE	1
FIGHT	1
FOUND	3
FRAUD	1
GUNSHOTS	1
LOST PROPERTY	1
MISC POLICE INCIDENT	10
NOISE COMPLAINT	1
PARENTAL / CUSTODIAL ABDUCTION	1
PREMISE CHECK	67
RESIDENTIAL ALARM	9
RESIDENTIAL PANIC ALARM	1
STOLEN VEH	2
SUBJECT STOP	2
SUSPICIOUS AUTO	8
SUSPICIOUS OCC AUTO	3
SUSPICIOUS PERSON	1
THEFT FROM AUTO	1
THEFT J O	1
TRAFFIC COMPLAINT	5
TRAFFIC HAZARD	1
UNKNOWN TROUBLE	9
VANDALISM	2
VEHICLE ACCIDENT COMBINED	3
Total Calls --> 184	

*Residents Please Remember to Lock Your
Doors and DON'T Have Valuables In Plain
View*

*Please welcome Lieutenant Marcus Jones. Lt
Jones is the Commander over the Bureau of
Administrative Services.*

Welcome Officer Taneisha Bigelow-Clark

Welcome Back !!! Officer Antoine Williams

Fortitude Honor Peacemaker Devoted

STATISTICAL REPORT

Parking Citations Issued 5

Arrest-9

Impounds-67

Reports-76

Town Council Work Session Report For 12.7.20 (Town Administrator)

Town Administrator Face Covering Directive

In response to the continuing and currently surging COVID-19 pandemic in our area, on November 23rd I issued a continued face covering directive to Town employees who enter the Municipal Building and while they are at work.

The directive is a continuing directive originally issued in April which requires essential, as well as any other employees who enter the building, to wear face coverings. It also encourages social distancing while in the Municipal Building and while conducting their duties within the town during the pandemic.

Lastly, the directive requests all department managers and supervisors to monitor their staff for common COVID-19 symptoms and if discovered, immediately send them home, encourage a visit to the doctor and require a positive COVID-19 test result before allowing them to return to work.

(A copy of the directive is attached.)

Sachem Drive Slope Stabilization Project

In October, the Town Council adopted Resolution 55-20 approving the company FES Group, LLP to stabilize portions of the failing steep slopes adjacent to Sachem Drive.

The project will protect against further erosion of the slope and protect vulnerable areas against potential mudslides into the roadway.

The contract for this project was recently signed by both parties and a commencement meeting involving Town and FES representatives will be scheduled for next week.

Sneeze Barriers Purchased for Administrative Offices

In November, as a safeguard against COVID-19, Mayor Muhammad exercised her authority under Code Section 20.4 (5) (II) "Emergency Purchases" to procure sneeze barriers/partitions to separate and protect administrative staff who share office space.

The sneeze guards will be custom made by Maryland CNC and the cost will be \$1,202.44.

Town Hall Monument Sign Removal

Very soon, Forest Heights will be installing a new electronic message board sign by the parking lot in front of the Municipal Building. The sign was purchased with funds from a Census 2020 grant obtained by our Circuit Rider and will be located at the site of the existing monument sign. Consequently, the existing sign must be removed to make room for the new one.

The staff considered several options concerning the potential preservation of the monument sign, including relocation to another site. Unfortunately, after obtaining several proposals, this option was determined to be cost prohibitive because of the high-priced quotes received.

As a result, the existing monument sign has been taken down.

However, we look forward to progress and the installation of the Town's new electronic message board sign!



Town of Forest Heights

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

Habeeb-Ullah Muhammad
Mayor

COUNCIL MEMBERS

Calvin Washington – Ward I
Robert O. Barnes – Ward I
Jonathon Kennedy II – Ward II
Clifton Atkinson – Ward II
Taunya Hines – Ward III
Paula Noble – Ward III

MEMORANDUM

To: All Department Heads & Management Staff

From: Linwood Robinson, Jr. Town Administrator 

SUBJECT: CONTINUED FACE COVERING DIRECTIVE & OTHER PROTOCOL FOR ESSENTIAL EMPLOYEES AND OTHER STAFF ENTERING THE MUNICIPAL BUILDING AND WHILE AT WORK DURING COVID-19 PANDEMIC

DATE: November 23, 2020

In response to the COVID-19 outbreak, on April 5, 2020 Mayor Muhammad issued a proclamation declaring a Local Emergency consisting of two main components. One, it closed the Municipal Building to the public and limited staff access to essential personnel. And two, it declared town parks and open spaces closed to assembly until further notice.

As a precautionary measure, on April 28th I issued a directive to employees requiring all essential personnel to wear a face mask or covering while at work or on tour of duty as much as practicable. This directive included the time employees spend outside of the municipal building serving the public, as well as time spent inside the municipal building performing job duties. Said directive also encouraged employees to practice social distancing, especially while in the municipal building. (Six-foot social distancing between individuals) The directive was continued by memorandum back on August 7th.

This memorandum serves again as a continuing directive to essential and other staff entering the Municipal Building and while at work during the pandemic. This is of paramount importance considering the COVID-19 pandemic is surging once again in Maryland, as well as many other areas throughout the country.

As a reminder, by way of the Mayor's proclamation and legislation passed by our Town Council, Police and Public Works employees comprise the bulk of essential personnel related to the pandemic and limited access to the municipal building.

However, the abovementioned protocol requiring the wearing of face coverings and encouraged social distancing shall also apply to all other employees while at work during the pandemic and current Local Emergency declaration.

Department heads and managers are still encouraged to monitor employees for common symptoms connected with the Coronavirus, either reported to them or exhibited by their staff. Such employees should be immediately sent home, encouraged to see a doctor and, required to undergo COVID-19 testing BEFORE returning to work. Under these circumstances, the department head or manager MUST require the employee to provide medical clearance that proves either, 1) they have not been exposed to the Coronavirus or, 2) they have been exposed but, now test negative afterwards.

It shall be the responsibility each department head to make sure this directive is carried out within their departments.

Please let me know if you have questions and thank you for your cooperation!

Cc: Mayor Habeeb-Ullah Muhammad
Town Council President Calvin Washington

TOWN OF FOREST HEIGHTS
RESOLUTION 70-20

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE TOWN OF FOREST HEIGHTS, MARYLAND TO APPROVE THE EMPLOYMENT AND APPOINTMENT OF BERNARD JONES JR. AS A POLICE LIEUTENANT TO SERVE WITHIN THE FOREST HEIGHTS POLICE DEPARTMENT AND TO APPROVE A REIMBURSEMENT AGREEMENT

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, pursuant to Section 33-66 of the Charter of the Town of Forest Heights (the "Charter") the Town shall have the power to employ such officers and employees as it deems necessary to execute the powers and duties provided by the Charter or other state law and to operate the Town government; and

WHEREAS, pursuant to Section 33-18(b) of the Charter, all full-time subordinate officers and employees of the offices, departments, and agencies of the Town government shall be appointed and removed by the Mayor with the consent of the Council, in accordance with rules and regulations of any merit system which may be adopted by the Council; and

WHEREAS, pursuant to Section 23.2 of the Town Ordinance Code, certain minimum qualifications for police officers is stated therein, and the Chief of Police has verified to the Mayor and Council that the candidate is of good moral character and emotionally stable, as determined by a comprehensive background investigation, which includes fingerprinting of the applicant and a search made of local, state and criminal records, including a check of military, selective service, school and credit agency records; and

WHEREAS, pursuant to General Order No. 2016-1 (Ch. 2, § 3) sworn personnel will remain on probation until successfully completing twelve (12) consecutive months of full time employment with the FHPD and authorized by the FHPD Chief of Police as having successfully completed the probation period; and

WHEREAS, the Council finds that Bernard Jones Jr. has shown that he has the necessary experience, training, MPTC certifications and knowledge to serve as a Police Lieutenant in the Police Department and it is in the best interest of the Town to appoint Mr. Jones as a Police Lieutenant; and

WHEREAS, Mr. Jones has been a reserve Police Officer since November 2019, and

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby consents to the Mayor's appointment of Bernard Jones Jr. as Police Lieutenant at the annual salary of \$71,288.00; and

BE IT FURTHER RESOLVED, that said officer's salary shall be paid from line item 7054 Salary from the FY2021 Budget; and

TOWN OF FOREST HEIGHTS
RESOLUTION 70-20

BE IT FURTHER RESOLVED, that the Town Council hereby approves the Reimbursement Agreement, attached hereto and incorporated herein, as Exhibit 1, which requires said officer to reimburse the Town in an amount not to exceed \$5,000 should he be unwilling to serve for the requisite minimum of two (3) years.

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

PASSED this ___ day of December 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: _____
Mayor 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 December 2020 with _____ Aye votes and _____ Nay votes the aforesaid Resolution ___-20 passed.

Sherletta Hawkins, Town Clerk

THE TOWN OF FOREST HEIGHT POLICE OFFICER
REIMBURSEMENT AGREEMENT

THIS AGREEMENT, effective as of _____ (the "Effective Date"), by and between _____ ("Employee"), and THE TOWN OF FOREST HEIGHTS, MARYLAND, a Maryland Municipal Corporation, 5508 Arapahoe Drive, Forest Heights, Maryland 20745 (the "Town").

RECITALS:

WHEREAS the Town desires to hire the Employee to serve as a police officer and desires to make such employment contingent upon certain conditions; and,

WHEREAS the Town will incur significant costs in connection with the hiring, training and outfitting of the Employee as a new police officer; and,

WHEREAS the purpose of this Agreement is to ensure that the Town receives the services of a police officer for a minimum of three (3) years in order that the Town may recoup the investment of time and money expended in training and outfitting the Employee.

NOW, THEREFORE, in consideration of good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual benefits and promises herein made, the Employee and the Town agree as follows:

1. The term of this Agreement begins as of the Effective Date of hire and expires twenty-four (24) months after the Effective Date of hire.

2. The Employee will serve in a probationary status for a period of twelve (12) months from the Effective Date of this Agreement. During the period of probation, the Employee is an "employee at will" and the Mayor, based on the Chief's recommendation may, in his/her sole discretion, terminate the Employee with or without cause.

3. The Town agrees to provide all necessary uniforms, equipment, materials and training in order to prepare the Employee for assuming the duties of a Forest Heights Police Officer. In particular, the Employee may be required to attend, at the Town's expense, police training including but not limited to the Comparative Compliance Course (Law Enforcement Review Class) at the Public Safety and Security Institute at PGCC, which may cost approximately \$735.00 or more. The Town's police department will also pay for a ballistic vest. The Town also agrees to give the Employee a signing bonus not to exceed \$5,000.00 over a three (3) year period. Each year the Employee will receive \$1,667.00 until they reached \$5,000.00. This will be paid from the Employee salary line item.

4. Upon completion of required initial training, the Employee shall serve as a Forest Heights Police Officer in any duty assignment or location designated by the Chief of Police or his designee.

5. The Employee shall comply with all policies, procedures, rules and requirements of the General Orders of the Forest Heights Police Department existing at the time of this Agreement and as are issued from time to time, the Town's personnel and police directives, and the Town of Forest Heights Ordinance Code.

6. The Employee and the Town agree that by hiring the Employee, the Town has lost the opportunity to hire other qualified candidates and that the Town has incurred substantial expense in hiring, paying wages, training and outfitting the Employee.

7. The Employee agrees that the total cost to the Town is extensive and difficult to determine to a reasonable degree of specificity.

8. The Employee agrees to pay a sum not to exceed \$5,000.00 to the Town as liquidated damages in the event that the Employee terminates his/her employment with the Town for any reason or otherwise breaches this Agreement, or if the Town terminates the Employee's employment during the term of this Agreement as expressed in paragraph 1 above. The amount repaid to the Town is not as a penalty; rather it is a partial reimbursement for expenses incurred by the Town. The amount of liquidated damages to be paid by the Employee is calculated as follows:

a. If the Employee's termination date is within twelve (12) months of the Effective Date of this Agreement, the Employee shall pay the amount of \$1,667.00 to the Town.

b. If the Employee's termination date is between twelve (12) and twenty-four (24) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$3,333.00.

c. If the Employee's termination date is between twenty-four (24) and thirty-six (36) months of the Effective Date of this Agreement, the Employee shall pay to the Town the amount of \$138.89 per month for the number of months remaining in the term of this Agreement, in a total amount not to exceed \$5,000.00.

9. Termination for reasons of a physical or mental incapacity that precludes the Employee from performing the duties of a police officer shall not constitute a breach of this Agreement if a licensed physician approved by the Town certifies that the Employee is unable to perform the duties of a police officer.

10. In the event that the Employee is called to active military duty or is granted a leave of absence for any reason, the term of this Agreement as expressed in paragraph 1 above, shall be extended for a period of time equal to the time of military service or approved leave of absence.

11. Within five (5) days of the Effective Date of this Agreement the Employee shall, in writing, withdraw his or her name as a potential candidate for employment with all other law enforcement agencies.

12. The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held

to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

13. The waiver of any covenant or condition by the Town shall not be construed as a waiver of a subsequent breach of the same covenant or condition. The waiver of exercise of any legal right hereunder shall not be construed as a waiver of any other action or right the Town may have pursuant to the terms of this Agreement.

14. In the event of breach of this Agreement, the Employee agrees and consents to the Town withholding any and all sums due to the Employee from the Town, to include wages, contributions to the Employee's retirement accounts and unpaid leave as a setoff against the liquidated damages described above. The Employee further agrees to pay all court costs, attorney's fees and other costs incurred by the Town in an action to enforce this Agreement and/or to collect the liquidated damages provided for herein.

15. Assignment. This Agreement may not be assigned to any other person, firm or organization without the express written consent of Town.

16. Entire Agreement. This Agreement shall constitute the entire agreement between the parties as to the issues contained within this Agreement, and any prior understanding or representation of any kind regarding the issues contained within this Agreement preceding the date of this Agreement shall not be binding upon either party, except to the extent incorporated in this Agreement.

17. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced in writing, signed by each party or an authorized representative of each party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first above written.

EMPLOYEE:

WITNESS

Name:

THE TOWN OF FOREST HEIGHTS

WITNESS

By: _____
Habeeb-Ullah Muhammad, Mayor

THE TOWN OF FOREST HEIGHTS
RESOLUTION 71-20

A RESOLUTION TO APPROVE A CONTRACT WITH TRI-STATE SOLUTIONS OF MARYLAND, LLC FOR LANDSCAPING AND SNOW REMOVAL SERVICES

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Charter, Section 33-83 states that the Town shall have the power to do whatever may be necessary to protect town property and to keep all Town property in good condition; and

WHEREAS, the Town Ordinance Code, § 20.4(a)(4) mandates that a purchase of \$10,000 or more must be approved by the Council and shall be procured competitively by advertising a request for invitations to bid or a request for proposals, and that a minimum of three (3) bids or proposals are typically required to award a contract; and

WHEREAS, pursuant to Resolution 65-20 approved on November 18, 2020, the Town Council having received six (6) proposals and awarded a bid for snow removal and landscaping services as described in Request for Bids (RFB 03FH (sic) [RFB 04FH]) to Tri-State Solutions of Maryland, LLC, which is to be paid from the FY 21 Budget's designated line item; and

WHEREAS, pursuant to the FY 21 Budget approved by the Council, Line Item # 7263 was appropriated for \$30,000; and

WHEREAS, as stated in the RFP, (i) the initial contract term shall run from November 1, 2020 through November 1, 2021, (ii) with the possibility of extension for an additional five (5) years, and (iii) with the possibility of an annual price adjustment not to exceed the CPI, provided an contract term extension and/or price adjustment is approved by Council; and

WHEREAS, as stated in the RFP, the scope of work is: (i) snow must be removed and/or salt must be spread for approximately 9 miles of local (i.e., municipal) residential streets in accordance with specifications, and (ii) spring and fall cleanup for 21 enumerated Town-owned properties and regular lawn care and maintenance during the period of April 1st through October 30th, which is to include a Fertilizer program; and

WHEREAS, according to an article published by WUSA Channel 9 on October 28, 2020, the District of Columbia can expect around 9 inches of snowfall this winter, which is half the city's average accumulation but fifteen times last year's amount; and

WHEREAS, the Town staff recommends that the contract for landscaping and snow removal services with Tri-State Solutions of Maryland, LLC be approved.

NOW THEREFORE BE IT RESOLVED, that the Town Council hereby approves the contract for landscaping and snow removal services with Tri-State Solutions of Maryland, LLC, according to the terms and conditions stated therein, as attached hereto and incorporated by reference herein as Exhibit A.

THE TOWN OF FOREST HEIGHTS
RESOLUTION 71-20

AND BE IT FURTHER RESOLVED, that the Mayor shall be authorized to sign the contract on behalf of the Town consistent with the scope of work, terms and conditions set forth in the RFP previously approved by the Council that further includes a non-refundable Seasonal Mobilization Retainer fee which shall be used to cover costs including mobilization and other opportunity costs; and

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

PASSED this ___ day of December 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	_____
ATKINSON	_____

ATTEST:

THE TOWN OF FOREST HEIGHTS,
MARYLAND

Sherletta Hawkins, Town Clerk

By: _____
Mayor 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 December 2020 with _____ Aye votes and _____ Nay votes the aforesaid Resolution ___-20 passed.

Sherletta Hawkins, Town Clerk

Exhibit – (A CONTRACT AGREEMENT - (BID NO.: FHRFB-03/04 - Snow Removal and Landscaping)

CONTRACT AGREEMENT

(BID NO.: FHRFB-04 - Snow Removal and Landscaping)

THIS CONTRACT, entered into this _____ day of _____, 2020, by and between,

THE TOWN OF FOREST HEIGHTS (a municipal corporation)

5508 Arapahoe Drive
Forest Heights, Maryland 20745
hereinafter ("Forest Heights" or the "Town"),
and

TRI-STATE SOLUTIONS OF MARYLAND, LLC (Federal Tax ID No. 475-508591)

9701 Apollo Drive
Upper Marlboro, Maryland 20774
hereinafter ("Contractor" or "Tri-State").

WHEREAS, RFP 04-FH for the Project entitled "Forest Heights Landscaping and Snow Removal Services" was advertised with a due date of Friday, October 23, 2020, and as stated in the RFP, the scope of work is: (i) snow must be removed and/or salt must be spread for approximately 9 miles of local (i.e., municipal) residential streets in accordance with specifications, and (ii) spring and fall cleanup for 21 enumerated Town-owned properties and regular lawn care and maintenance during the period of April 1st through October 30th, which is to include a Fertilizer program; and

WHEREAS, Forest Heights has chosen the Contractor, and the Contractor, which is registered and in good standing with the State, has agreed to perform the work herein and be bound by the terms of this Contract.

NOW, THEREFORE, for and in consideration of the mutual covenants, conditions and terms herein contained be it agreed by and between the parties hereto as follows:

ARTICLE I - SCOPE OF WORK

The general objective of this Contract is that the Contractor, "**Tri-State**," shall provide landscaping services during the grass cutting season and appropriate snow removal services during the winter season to adequately maintain approximately nine (9) miles of municipal streets in the Town of Forest Heights as directed by the Town of Forest Heights' Representative, as set forth in Forest Heights' Solicitation with Contractor's Bid Cost Form (FHRFB), dated October 23, 2020, which is attached hereto and expressly incorporated herein by reference and made a part of this Contract. Other Specifications, Requirements and Procedures (Para. H) particularly for snow removal including response times are also found in said Solicitation/Bidding Documents (13 pp.) incorporated by reference as if written word for word herein.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

The Town of Forest Heights shall pay the Contractor for Snow Removal and Landscaping, at the rates of:

SNOW REMOVAL

1. One Hundred Twenty-Five Dollars per hour (\$125.00/hr.) for one (1) truck.
2. One Hundred Ten Dollars per hour (\$110.00/hr.) for two (2) trucks working simultaneously.
3. One Hundred Ten Dollars per hour (\$110.00/hr.) for three (3) trucks working simultaneously.
4. The Town of Forest Heights shall also provide the Contractor with a Seasonal Mobilization Retainer of Four Hundred Dollars per Truck (\$400.00/truck) to equal Twelve Hundred Dollars (\$1200.00) for use in the preparation of snow removal equipment at the beginning of the snow season commencing December 1st, annually. The fee to be paid to Tri-State of \$1,200.00 as a non-refundable Seasonal Mobilization Retainer shall be used to cover costs including mobilization and other opportunity costs in the event Tri-State's equipment and services are not utilized during the snow season for actual snow removal, treatment or plowing operations.
5. The minimum number of utilization hours for the Town of Forest Heights to call in the Contractor for Snow service shall be four hours (4 hrs.).

LANDSCAPING

1. Town of Forest Heights shall pay the Contractor, for Landscaping, the rates of Two-Thousand Five Hundred dollars per month (\$2,500.00/Month) for Routine Maintenance to include Mowing, Trimming, and Edging and Sweeping.
2. Two Hundred Thirty Dollars per Month (\$230.00/Month) for Applications to include Bed Maintenance, Brush & Tree Removal/Trimming, and Removal of Debris.
3. Town of Forest Heights shall also pay the Contractor a Special Hourly Rate of Fifty Dollars per hour (\$50/hr.) for discrete or special projects.

The Contractor shall submit bi-weekly invoices for all costs expended in the performance of this Contract. A standard billing format shall be followed including the Contractor's Federal Tax Identification Number of 475-508591 and the Contract Identifying Number FHRFB-04. The invoice shall be delivered to the Town Administrator by the Contractor. Payments shall be made to the Contractor for any or all invoices received in each month within thirty (30) days.

ARTICLE III - TERM

The term of this contract shall be effective between November 2, 2020 and November 2, 2021, which may be automatically renewed by Forest Heights each year in writing for an additional year, up to not more than five (5) years, based upon the performance of the Contractor. A request must be submitted by the Contractor no later than sixty (60) days before the anniversary date of this

contract each year. A request with supporting documentation for a negotiated price adjustment may not typically be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI), for all urban consumers issued for the Washington, D.C. Metropolitan Area, for the twelve-month period immediately prior to the date of the request.

ARTICLE IV - CONTRACT REPRESENTATIVES

Unless otherwise stated herein, all notices made pursuant to this Contract shall be in writing and delivered personally or sent by email or registered or certified mail, return receipt requested, to the parties at their respective addresses set forth below: The following individuals are designated as Contract Representatives for their respective parties may receive said notices or other correspondence:

The Town of Forest Heights
Mr. Larry Vaughn, Public Works Director
5508 Arapahoe Drive, Forest Heights, Maryland 20745
Phone: (301) 839-1030
Email: ldvaughn@forestheightsmd.gov

Contractor: Tri-State Solutions of Maryland LLC
Herman W. Barber III, CEO
James Hayes Barber, Vice President
9701 Apollo Drive, Suite 100
Upper Marlboro, Maryland 20774
Phone: 301-291-6712
Email: tristatesolutionsmd@gmail.com

ARTICLE V - WARRANTY

Contractor warrants to the Town that all services and labor furnished under this contract will be performed in accordance with the standard of care and diligence normally practiced by recognized firms of this type in performing services of a similar nature, free from defects which would not normally be found in work of this nature, and that the work will be of good quality, and in strict conformance with this contract. All work not conforming to these requirements may be considered defective. The Contractor hereby certifies that it has examined the work site, and has carefully considered the specifications, and has read and examined the Contract Documents as referenced herein.

ARTICLE VI – TERMINATION

This Contract is subject to termination for failure to comply with the promises, specifications, terms and conditions by the Town or the Contractor upon written notice by registered mail. Such termination will be effective not less than thirty (30) days nor more than sixty (60) days after Contractor's receipt of such notice from the Town, nor less than sixty (60) days nor more than ninety (90) days after receipt by the Town from the Contractor. Receipt of notice by one party to

terminate the contract will nullify any subsequent reciprocal notice by the receiving party prior to the announced termination date. In the event of termination, the Town shall be responsible to pay the Contractor only for work satisfactorily completed upon the effective date of termination, and the Town shall not be responsible for any other charges.

Should the Town fail to make payment on any undisputed invoice amount within thirty (30) business days upon receipt of such invoice, Contractor may elect to either suspend the services provided or terminate this Agreement; provided, however, prior to termination, the Town shall be given notice of the default and an opportunity to cure such default within ten (10) business days after receipt of the notice of default. Should this Agreement be terminated by the Contractor, the Contractor shall be entitled to be paid only for the services actually completed to the satisfaction of the Town as of the date of termination.

The Town may terminate this contract for convenience by providing sixty (60) calendar days advance written notice to the Contractor. This Agreement may also be terminated by the written mutual consent of both parties.

ARTICLE VII - INSURANCE

The Contractor shall procure and maintain the following insurance, with policy limits not less than, as hereinafter set forth or as set forth in the Bidding Documents, whichever is less, throughout the term of this agreement and any supplemental agreements to protect the Town from damages resulting from the errors, acts, or omissions of the Contractor, its agents, officers, employees, or subcontractors in the performance of services rendered under this agreement and for which it is legally liable:

- Comprehensive General Liability: \$1,000,000 Each Occurrence,
- \$1,000,000 Personal Injury,
- \$2,000,000 General Aggregate,
- \$2,000,000 Products - Completed/Operation Aggregate,
- Automobile Liability: \$1,000,000 Combined Single Limit,
- Workers Compensation: Workers' Compensation – Statutory,
- \$500,000 Each Accident,
- \$500,000 Disease-Policy Limit, and
- \$500,000 Disease-Each Employee

Prior to commencing any work under this agreement, Contractor shall provide the Town with satisfactory Certificates of Insurance with the Town named as an additional insured under General Liability and Automobile Liability. Contractor shall furnish the Town with copies of all insurance policies or certificates of insurance that relate to the insurance policies required to be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the Town shall be given thirty (30) days' written notice by the insurance company before such policy is substantially changed or cancelled.

ARTICLE VIII – INDEMNIFICATION AND SAFETY

The Contractor shall indemnify and hold harmless the Town of Forest Heights, its officers agents, and employees, from all suits, actions, and damages or cost of every kind and description, arising directly or indirectly out of the performance of the contract, whether caused by negligence on the part of the Contractor, its agents and employees, or by other causes. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and requirements, including those required by law in connection with the performance of the work. The contractor shall promptly remedy damages and loss to public or private property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE IX - ASSIGNMENT

This Contract may not be assigned by either party without the prior written consent of the other party.

ARTICLE X – MERGER AND COUNTERPARTS

This Contract embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference. This contract may be signed in counterparts.

ARTICLE XI - APPLICABLE LAW AND VENUE

The construction, interpretation and performance of this Contract shall be governed by and construed in accordance with the laws of the State of Maryland. The Town and the Contractor further agree that this Contract shall be deemed to be made and performed in Forest Heights, Maryland. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the State courts located in Prince George's County, Maryland.

IN WITNESS WHEREOF, the parties have executed this Contract (I.D. No. FHRFB-04) by causing the same to be signed on the day and year first above written.

TRI-STATE SOLUTIONS OF MARYLAND, LLC

BY: _____
Name: _____
Title: _____

WITNESS: _____

THE TOWN OF FOREST HEIGHTS

BY: _____
Name: _____
Title: _____

WITNESS: _____

THE TOWN OF FOREST HEIGHTS
RESOLUTION 72-20

A RESOLUTION TO APPROVE A THREE-YEAR SALT UTILIZATION AGREEMENT BETWEEN THE STATE HIGHWAY ADMINISTRATION (“SHA”) AND THE TOWN OF FOREST HEIGHTS (THE “TOWN”)

Introduced By: Mayor Habeeb-Ullah Muhammad

WHEREAS, the Town of Forest Heights, wishes to enter into a salt utilization agreement with the Maryland State Highway Administration to obtain salt to treat town streets for winter snow or ice events; and

WHEREAS, in the past and by way of a similar agreement, the SHA has allowed the Town to obtain salt from its stockpile for winter snow and ice events on an as needed or emergency basis; and

WHEREAS, the Town of Forest Heights has historically either reimbursed the SHA for this service or provided material to the SHA in like quantity; and

WHEREAS, due to recent accounting measure concerns at the SHA, they now find the need to standardize its practices by maintaining executed agreements of this kind and with the Town of Forest Heights; and

WHEREAS, the term of this Agreement (attached as Exhibit A) is for a period of three (3) years beginning the first (1st) day of September 2020 and ending on the thirty-first (31st) day of August 2023, unless sooner terminated or otherwise set forth per the terms of the Agreement; and

WHEREAS, the SHA will invoice the Town for payment once the winter season has concluded, typically in May each year, for all material costs including overhead and delivery; and

WHEREAS, per the terms of the Agreement, the Town will be billed Fifty-One Dollars and Forty-One Cents (\$51.41) per ton for the cost of the salt which includes delivery and overhead charges not to exceed \$8,000 annually and, to be paid from Budget line item 8008 Snow/Tree Removal; and

WHEREAS, The cost of the salt is based on the average amount of salt used during the previous three (3) years at the prevailing rate at the time of execution of past agreements and will be subject to future adjustments during the term according to costs for salt, delivery and overhead in effect at that time.

THE TOWN OF FOREST HEIGHTS
RESOLUTION 72-20

NOW THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Forest Heights hereby approves the attached Three Year Salt Utilization Agreement between the Town and the SHA for a period of 3 years and authorizes the Mayor to sign said Agreement which is attached hereto and incorporate by reference as Exhibit A;

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 Agreement in accordance with the purpose of this Resolution;

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

PASSED this day of December 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
WASHINGTON
BARNES
HINES
NOBLE
ATKINSON

ATTEST:

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

Sherletta Hawkins, Town Clerk

By: _____
Habeeb-Ullah Muhammad, Mayor

By: _____
Calvin Washington, Council President

THE TOWN OF FOREST HEIGHTS
RESOLUTION 72-20

I, hereby certify, as the duly appointed Town Clerk of the Town of Forest Heights, Maryland, that on the _____ day of December with _ Aye votes and Nay votes the aforesaid Resolution passed.

Sherletta Hawkins, Town Clerk

[Exhibit A: Three Year Salt Utilization Agreement]

THREE YEAR SALT UTILIZATION AGREEMENT

by and between

Maryland Department of Transportation
State Highway Administration

and

Town of Forest Heights, Maryland

This AGREEMENT (“**Agreement**”) made as of the 1st day of September 2020, executed in duplicate, by and between the Maryland Department of Transportation State Highway Administration (“**MDOT SHA**”) and Town of Forest Heights, Maryland, a political subdivision of the State of Maryland and a body politic and corporate (“**TOWN**”).

WHEREAS, during certain winter snow emergency operations (“**Snow Event**”) the TOWN may have a need to obtain additional salt (“**Salt**”) to effectively complete their winter snow operations; and

WHEREAS, the TOWN has requested, and MDOT SHA has agreed, to allow the TOWN to obtain Salt from MDOT SHA stockpiles during a Snow Event in accordance with the terms and conditions contained herein; and

WHEREAS, the TOWN shall reimburse MDOT SHA for the cost of Salt plus other related expenses; and

WHEREAS, MDOT SHA and the TOWN agree that this Agreement will benefit both parties of this Agreement and will promote the safety, health and general welfare of the citizens of the State.

NOW, THEREFORE, in consideration of the premises and of the mutual promises between MDOT SHA and the TOWN, as set forth herein, the adequacy of which is hereby acknowledged, the parties hereby agree to the following:

I. TERM & BUDGET

The Term of this Agreement is for a period of three (3) years beginning the first (1st) day of September 2020 and ending on the thirty first (31st) day of August 2023, both dates inclusive, unless sooner terminated as set forth herein. For budgeting and planning purposes only, during the Term of this Agreement the total cost for Salt shall not exceed Thirty Thousand Dollars (\$30,000). This is an estimate only and the TOWN shall be responsible for actual costs incurred at the time of acquisition.

II. SALT COSTS

- A. The cost of Salt, at the time of execution of this Agreement is Fifty One Dollars and Forty One Cents (\$ 51.41) per ton, which includes the price of the Salt, a Delivery Charge and an Overhead Charge.
- B. The Salt price listed herein are subject to awarded contracts by MDOT SHA and shall be adjusted accordingly.
- C. The Delivery Charge includes the cost of fuel and mileage to transport the Salt to an MDOT SHA Salt dome. The Overhead Charge is determined by the federally approved Overhead Rate that may be adjusted on October 1st of each year. The current Overhead Rate is seven and eighty seven hundredths percent (7.87%).
- D. The cost of the Salt may be adjusted weekly to account for Delivery Charge variances.

III. ESTABLISHMENT of the SALT COST

The MDOT SHA has established a charge number for the TOWN which will be used to document Salt withdrawals from MDOT SHA's inventory system. The current charge number for the TOWN is **BY250M84**.

IV. PROCEDURES

- A. Salt Scheduling
 - 1. The MDOT SHA Shop Locations: For purposes of this Agreement, MDOT SHA shops to be used for Salt for the TOWN, as determined by MDOT SHA, are:
 - Marlboro Salt Dome
 - Forest Heights Salt Dome
 - 2. Prior to a Snow Event: The TOWN will contact Ernie Johnson, MDOT SHA's Resident Maintenance Engineer (RME), or designee, of the Marlboro Shop at 301 952-0555 to arrange for the TOWN's trucks to be loaded with the Salt at the designated location the day before a local forecasted snow if time permits; otherwise MDOT SHA and the TOWN will determine which MDOT SHA salt storage site is appropriate to use to load the Salt onto the trucks and MDOT SHA will provide an operator to facilitate the loading of the Salt.
 - 3. During the Snow Event: The TOWN will contact the appropriate MDOT SHA Shop nearest to that truck and request to be loaded at an approximate preferred time of arrival. MDOT SHA will then arrange for an operator to meet the TOWN truck at that location as close to the preferred time as

possible without negatively affecting MDOT SHA operations. In addition, if a TOWN truck is in the vicinity of a specific dome during a Snow Event and an MDOT SHA operator is present, the TOWN truck may then be topped off, if desired. In situations where MDOT SHA Snow Event operations are already active when the TOWN operations begin, the TOWN can notify MDOT SHA as far in advance as possible and MDOT SHA will make every effort to provide an operator at all the locations requested in order to begin loading TOWN trucks with Salt.

4. Post Snow Event: The TOWN can contact the appropriate MDOT SHA shop to request re-loading after a Snow Event, and MDOT SHA will schedule the re-loading at both parties' convenience.
5. The TOWN shall not return any unused Salt to any MDOT SHA shop.

B. Load Records

1. The TOWN shall ensure all vehicles picking up Salt on their behalf are identified by a sticker or placard indicating the TOWN's name.
2. Only an MDOT SHA authorized loader operator shall load the TOWN trucks.
3. The MDOT SHA shall create a written loading record that must be signed by the TOWN driver. A copy shall be given to the TOWN driver to account for every load of Salt that the TOWN receives from MDOT SHA. Each load record shall contain the following information:
 - a. truck number or license tag number,
 - b. the number of scoops/ buckets loaded,
 - c. the number of tons loaded based on the scoops / bucket size value multiplied by the number of scoops /buckets.

V. PAYMENT

- A. The MDOT SHA shall provide a detailed invoice to the TOWN by May 31st of each year for all actual costs incurred by MDOT SHA to provide Salt to the TOWN. The invoice shall be accompanied by normal documentation from MDOT SHA to evidence actual costs incurred.
- B. Upon request by the TOWN, MDOT SHA may provide information to include the number of buckets and estimated tonnage provided to the TOWN for each date of withdrawal.
- C. The estimated cost of the Salt is based on the average amount of Salt used during the previous three (3) years at the prevailing rate at the time of execution of this Agreement and will be subject to future adjustments during the Term according to costs for Salt, delivery and overhead in effect at that time.
- D. REIMBURSEMENT

1. Reimbursement to MDOT SHA for the SALT during the Term, including MDOT SHA overhead, is estimated to be Thirty Thousand Dollars (\$30,000) and is based on estimated quantities from the previous term, however, actual costs and tonnage may vary and the TOWN shall reimburse MDOT SHA for all actual tonnage (which includes the delivery charge) and overhead costs.
- E. In the event of extremely heavy Salt usage, MDOT SHA reserves the right to submit progress billings to the TOWN in lieu one annual invoice.
- F. The TOWN shall reimburse MDOT SHA for all costs incurred by MDOT SHA for all supplied Salt provided during the Term pursuant to this Agreement within thirty (30) days of receipt of each invoice.
- G. In the event MDOT SHA does not receive payment of invoices within thirty (30) days of the TOWN's receipt of each invoice, MDOT SHA will notify the TOWN of the overdue payment and provide the TOWN the opportunity to pay such overdue amounts. If payment of the overdue amount is not received within thirty (30) days following notification, MDOT SHA will then notify the TOWN in writing, and the parties hereby agree that MDOT SHA may make a deduction from the TOWN's share of Highway User Revenue equal to the overdue invoice amount(s) or MDOT SHA may refer the overdue amount to the Central Collection Unit, at 300 West Preston Street, Room 500, Baltimore MD 21201-2365 for collection of overdue amount.

VI. GENERAL

- A. The MDOT SHA does not supply Brine, a pretreatment salt-based mixture.
- B. Title VI Assurances. All parties to this Agreement shall comply with the requirements of **APPENDIX A** (2 pages) and **APPENDIX E** (1 page) of MDOT SHA's Standard Title VI/Non-Discrimination Assurances DOT Order No. 1050.2A which generally set forth non-discrimination regulations and other civil rights related regulations. **APPENDIX A** and **APPENDIX E** are attached hereto and incorporated herein as substantive parts of this Agreement. The term "Acts" in Appendix A refers to 49 C.F.R. Part 21 and 28 C.F.R. Section 50.3. The term "Recipient" in Appendix refers to MDOT SHA.
- C. The MDOT SHA and the TOWN agree to cooperate with each other to accomplish the terms and conditions of this Agreement.
- D. The provisions contained in this Agreement shall be binding upon the parties until the earlier to occur of; (i) three (3) years from the date first written above, (ii) thirty (30) days after written notice has been given by either party to the other that they elect to no longer be bound by the terms and conditions of this Agreement, or (iii) August 31, 2023. However, termination of this Agreement and any

Amendments is contingent on all outstanding invoices being paid by the TOWN to MDOT SHA.

- E. The TOWN shall indemnify, hold harmless and defend, at MDOT SHA's option, the State of Maryland, MDOT SHA and the Maryland Department of Transportation, from and against any and all liabilities, obligations, damages, penalties, claims, costs, charges and expenses; incurred in connection with the loss of life, personal injury and/or property damage arising from or in connection with the activities performed pursuant to this Agreement by the TOWN or its contractors, agents or assigns.
- F. The MDOT SHA shall reserve the right to limit or deny Salt to the TOWN in order to avoid jeopardizing MDOT SHA's snow remediation operations.
- G. This Agreement shall inure to and be binding upon the parties hereto, their agents, successors and assigns.
- H. This Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with Maryland law and in Maryland courts.
- I. The recitals (WHEREAS clauses) at the beginning of this Agreement are incorporated as substantive provisions of this Agreement.
- J. All notices and/or invoices, if to the TOWN, shall be addressed to:

Larry D. Vaughn
Director of Public Works
Town of Forest Heights
5508 Arapahoe Drive
Forest Heights, MD 20745
Phone: 240 993-9243
Fax:
E-mail: ldvaughn@forestheightsmd.gov

And if to MDOT SHA:

Ernie Johnson
Resident Maintenance Engineer
Maryland State Highway Administration
6500 S.E. Crain Highway
Upper Marlboro, MD 20870
Phone: 301 952-0555
Fax: 301 952-1657
E-mail: ejohnson1@mdot.maryland.gov

With copies to:

Erica Rigby
District Engineer, D-3

State Highway Administration
9300 Kenilworth Avenue
Greenbelt, MD 20770
Phone: 301 513-7300
Fax: 301-513-7415
Email: erigby@mdot.maryland.gov

And,

MDOT SHA Agreements Team
Office of Procurement and Contract Management
State Highway Administration
707 N. Calvert Street
Mailstop C-405
Baltimore, MD 21202
Phone: (410) 545-5547
E-mail: shaagreementsteam@mdot.maryland.gov

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

**MARYLAND DEPARTMENT OF
TRANSPORTATION
STATE HIGHWAY ADMINISTRATION**

WITNESS

By: _____ (SEAL)

Andre Futrell
Deputy Administrator for
District Operations

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

RECOMMENDED FOR APPROVAL:

Assistant Attorney General

Ernie Johnson
Resident Maintenance Engineer

William J. Bertrand
Director
Office of Finance

TOWN OF FOREST HEIGHTS, MARYLAND
a body corporate and politic

WITNESS

BY: _____ (Seal)
Habeeb-Ullah Muhammad
Mayor

Date

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

TOWN Attorney

APPENDIX A OF THE TITLE VI ASSURANCES

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such. provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction; the

Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP 'persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 741 00);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).