



**Council Legislative Meeting Agenda  
\*VIRTUAL MEETING\*  
City of New Carrollton**

**WEDNESDAY, FEBRUARY 16, 2022, 7:00 P.M.**

**Council Action**

1. **Call-to- Order**

2. **Meeting Minutes**

- a.) Council Workshop/Council Legislative Meeting Minutes (January 5, 2022)
- b.) Council Workshop Meeting Minute (January 18, 2022)
- c.) Council Legislative Meeting Minutes (January 19, 2022)

3. **Council Questions/Council Announcements**

4. **Additions to the Agenda by the Council**

5. **OLD BUSINESS**

6. **None**

7. **NEW BUSINESS**

8. **Approval of Audio Visual Room Upgrade Contract**

**Motion:** I move that the City of New Carrollton approve the Audio Visual Contract with Wiser AV (10545 Guilford Rd, Suite 108, Jessup, MD 20794) in the amount not to exceed \$58,680.00 and to authorize the Mayor to sign the contract. – **Dodro**

9. **Adjournment**

**This Agenda is subject to change. If this agenda is modified it will be reposted to the City of New Carrollton’s website:**

10. **[www.newcarrolltonmd.gov](http://www.newcarrolltonmd.gov). If you have any questions, please contact the City Administrative Officer at (301) 459-6100.**

**PLEASE NOTE:** This meeting of the City of New Carrollton Council will be a virtual meeting. Anyone interested in listening to the meeting will be able to by calling the following number: **301-715-8592 with code 895 3749 0077**. You do not need a participant code. If you want to join the meeting via the Computer click on the link to join the Zoom Meeting: Join Zoom Meeting

11. **<https://us06web.zoom.us/j/89537490077> Meeting ID: 895 3749 0077. If you have comments for the City Council please email them to City Administrative Officer Latasha Gatling at [lgatling@newcarrolltonmd.gov](mailto:lgatling@newcarrolltonmd.gov) by 3:00 p.m. the day of the meeting.**

**CITY OF NEW CARROLLTON MINUTES  
COUNCIL WORKSHOP MEETING  
WEDNESDAY, JANUARY 5, 2022**

The Council Workshop Meeting was held at 7:00 p.m., on Wednesday, January 5, 2022, as a virtual meeting. Attending were Chairperson Cynthia DB Mills; Councilmembers, Sarah Potter-Robbins, Katrina R. Dodro, and Briana Urbina; Mayor Phelecia Nembhard; City Administrative Officer Latasha Gatling; Assistant City Administrative Officer Michael McMahon; Chief of Police David G. Rice; Director of Public Works Andre Triplett; Information Technology Administrator Andrew Facey; and Administrative Assistant Araceli Guzman. Councilmember Allyne Hooks was absent.

**1. CALL TO ORDER**

Chairperson Mills welcomed everyone and called the meeting to order.

**2. REPORT OF THE MAYOR AND ADMINISTRATION**

Mayor Nembhard wished everyone a happy new year and referred to Chief of Police David Rice for his report.

Chief Rice began by offering condolences to long-time resident Lloyd Creger, Jr. who recently passed.

He then stated that the National Night Out organization has ranked the City's 2021 event third in its category nationally. Chief Rice then presented the crime statics for December 2021.

The Chief then discussed the recent snow storm and stated the Police Department worked closely with public works during the event to clear downed trees, blocked roadways, and various safety hazards that needed to be addressed.

City Administrative Officer Gatling was called on to deliver the administration's report. Ms. Gatling noted that the we continued to work on the ARPA Implementation Plan and are preparing two upcoming public workshops. She also stated a new annexation plan is being developed and will be coming before the Council soon. Ms. Gatling advised that the City will be conducting interviews for some vacant positions; one being the City Clerk. She reported that Andrew Facey is now in charge of the website and will be making some updates. She concluded by reminding everyone that during inclement weather, the City follows the lead of Prince George's County. When PGC close their offices, the New Carrollton municipal center will be closed.

Director of Public Works Triplett provided an update on the Clean Water Partnership's installation of the foot bridge. The bridge has been completed but it is not open to the public while awaiting final inspections. We are collecting Christmas trees that are placed by the trash. Leaf collection has been halted until next week. He then reported on the recent snow event and thanked the Chief for his assistance. He stated that he and his crews began mobilizing by 1:00 am Monday. With the amount of snow coming down, the salt laid out

did not take effect. He also stated a lot of trees came down and by 7:00 pm Monday all streets were cleared and passable. Any trees that came down were set a side and will be collected later in the week. There is another storm forecasted for Friday and PW will be ready.

Mayor Nembhard concluded by stating she is working on a meeting with our senators and state delegates to see about ways to partner with New Carrollton. She then thanked City staff that assisted with the Christmas food box distribution and all the staff that worked the recent snow event.

**3. COUNCIL QUESTIONS/COUNCIL ANNOUNCEMENTS**

Councilmember Urbina gave an update on her recent experience with the current COVID variant and reminded everyone to take it very seriously.

Councilmember Dodro began by thanking PW and PD for all their work during the recent snow event. She commented that no one was answering the phones at PW and asked that during future events someone is there to take calls. She also asked that the City utilize the email listserv to disseminate information to the residents prior to these events. She concluded by asking Mayor Nembhard to be included in the meeting with the senators.

Councilmember Potter-Robbins wished everyone a Happy New Year and sends her condolences to Susan Krieger.

Chairperson Mills commented that we need more citizen participation in these City Council Workshop meetings. She then asked the Mayor if the Municipal Center is open to the public in which she received an affirmative response from the Mayor.

**4. CURRENT RESIDENTIAL PARKING SUGGESTIONS/DISCUSSION/PATH FORWARD**

Chairperson Mills began by stating this council has not made a decision on how to address the current parking problem. She commented that she received some information from the CAO about Hyattsville's parking system.

Ms. Gatling described Hyattsville's current computerized parking permit system and stated she will send a link to Hyattsville's program to the Council. Councilmember Dodro suggested that we request someone from Hyattsville to give a presentation to this Council and also requested that she receive the same information that was sent to Chairperson Mills.

A discussion followed.

Chairperson Mills concluded the discussion by stating this item will be back on the first meeting in February agenda.

**5. DISCUSSION OF STANDARD PROCLAMATIONS**

Chairperson Mills stated that in October a list of all the proclamations that the Council approved in the past was distributed and one proclamation about National School Choice Week was voted down. She stated she did some research on this proclamation and did not understand why it was voted down. Councilmember Urbina stated she did not vote for that proclamation because New Carrollton does not have any charter schools. A discussion followed.

Mayor Nembhard commented that she can approve and sign proclamations without City Council approval.

Councilmember Dodro stated she did not receive that list and would like to see a standardization of how proclamations are approved.

Ms. Gatling said she would resend the list.

**6. FY22 BUDGET AMENDMENT SUGGESTIONS**

Chairperson Mills opened by stating she added this to the agenda to gather items that the City Council would like to see in the upcoming budget.

Councilmember Urbina would like to use ARPA or City funds to offer retention bonuses to City staff, especially the Police Department, who worked through the pandemic. She also suggested the City conduct a salary study to see if our police officers are earning similar salaries to neighboring municipalities.

Councilmember Potter-Robbins would like to increase staff at Public Works.

**7. FOUR CITIES COALITION MEETING (JANUARY 27, 2022 – HOSTED VIRTUALLY BY THE CITY OF COLLEGE PARK) AGENDA ITEMS**

Chairperson Mills stated the upcoming Four Cities Coalition Meeting will be held by College Park and asked if there is anything that you would like to add to that agenda.

Councilmember Dodro stated she would like to add residential parking.

Councilmember Urbina would like to discuss a Four Cities municipal composting program.

**8. CITY OF NEW CARROLLTON FY2023 BUDGET SCHEDULE**

Chairperson Mills asked the CAO to present a memo about the FY 2023 Budget schedule. Ms. Gatling stated she provided three scenarios and asked for comments. A discussion followed.

Councilmembers decided to conduct workshops over four nights with each major section having one night. It was also suggested to conduct a separate meeting on April 18<sup>th</sup> for the public to provide input.

**9. MEETING MINUTES**

- a.) Council Workshop Meeting Minutes (December 13, 2021)
- b.) Council Legislative Meeting Minutes (December 15, 2021)

**10. PUBLIC COMMENT - RESIDENTS' CONCERNS, AUDIENCE PARTICIPATION AND TELEPHONE CALLS**

Ms. Crystal Garrett commented that Public Works did an excellent job clearing the snow. She then stated we need an emergency system to communicate with the public during these types of emergencies and she hopes the new phone system will help.

She asked what event is taking place on January 22<sup>nd</sup> at the United Baptist Church? Mayor Nembhard stated it is a vaccination event.

She then stated something needs to be done about illegal parking in the City.

**11. ADJOURNMENT**

There being no further business, Councilmember Potter-Robbins moved to adjourn the Council Workshop Meeting of Wednesday, January 5, 2022, seconded by Ms. Urbina. The motion was approved (4-0-0).

The meeting ended at 8:37 p.m.

Respectfully submitted,

Michael McMahan  
Assistant City Administrative Officer

Adopted by the City Council on \_\_\_\_\_.

Note: The official recording of the City of New Carrollton's Council Workshop Meeting of Wednesday, January 5, 2022, has been posted to the City of New Carrollton's website.

**CITY OF NEW CARROLLTON MINUTES  
COUNCIL WORKSHOP MEETING  
TUESDAY, JANUARY 18, 2022**

The Council Workshop Meeting was held at 7:00 p.m., on Tuesday, January 18, 2022, as a virtual meeting. Attending were Chairperson Cynthia DB Mills; Councilmembers, Sarah Potter-Robbins, Katrina R. Dodro, and Briana Urbina; Mayor Phelecia Nembhard; City Administrative Officer Latasha Gatling; Assistant City Administrative Officer Michael McMahon; Chief of Police David G. Rice; Director of Public Works Andre Triplett; Information Technology Administrator Andrew Facey; and Administrative Assistant Araceli Guzman. Councilmember Allyne Hooks was absent.

**1. CALL TO ORDER**

Chairperson Mills welcomed everyone and called the meeting to order.

**2. REPORT OF THE MAYOR AND ADMINISTRATION**

Mayor Nembhard referred to Chief of Police David Rice for his report.

Chief Rice began by stating that he has no official report tonight other than adding that the Police Department has been extremely busy with all the weather changes that have taken place over the past several weeks.

Director of Public Works Triplett was called on to give his report and began with a report on snow operations from the last three snow events. He stated that three plows went down during the events and one is now back in operation. The City is down to 60% of its salt supply and a new order is arriving next Monday. Storm cleanup from the first event was difficult with the number of trees that came down but cleanup should be completed this week. He then stated that the Clean Water Partnership's crews will be cutting back vegetation overgrowth this week and then reseed the area in February.

City Administrative Officer Gatling was asked to give the Administration report. She referred the Council to the agenda packet for her written report. She then stated staff plans to bring the results of the AV Room RFP to the Council next month and the new phone system implementation is on schedule. She also reported that the first ARPA public workshop was rescheduled to Wednesday, January 26<sup>th</sup> at 7pm due to the City Newsletter not being delivered to New Carrollton residents on-time by the U.S. Post Office.

Mayor Nembhard then gave her report stating that she asked the CAO to send an email to all Councilmembers concerning the upcoming Maryland Municipal League Summer Conference. She then stated that the "*If I Were a Mayor*" contest is coming up and has been in contact with area schools. There is a free school lunch box give-away at RFK stadium every Sunday. The School Board Transformation Taskforce listening session is January 19<sup>th</sup> at 6pm. COVID test kits are available at the New Carrollton Public Library this week Wednesday and Thursday from 11:30 to 1:30 pm. Test kits are also available to be ordered online.

The Mayor then encouraged residents to sign-up for the City eNewsletter as the U.S. Mail has been severally delayed and the regular City newsletter is just now arriving in residents homes. That is why we rescheduled the ARPA listening session.

Food distribution is starting up through Capital Area Food Bank, Lindemann Foundation and the City of New Carrollton twice a month on the second and fourth Wednesday time to be determined. The next food distribution at Charles Carroll Middle School will take place January 29<sup>th</sup>.

The Metro Board Chairman announced the retirement of General Manager and CEO Paul Wiedefeld. PGCMA nominations are open for secretary's and two nominations were made for New Carrollton. The Mayor added that she has been selected to serve as secretary of the Maryland Black Mayors Association for a second year.

Sump pump drain pipes at the curb need to be connected to the drain and if you have any issues to contact Public Works. Branch cleanup should also be directed to Public Works.

We had a meeting with Senator Ben Cardin's office last week on how to partner with the Senate office. The \$2,500 Prince George's County Association of Realtors Macline Scholarship for PGC High School Seniors is open. Information can be found at that PGCAR Website. January 9<sup>th</sup> was Law Enforcement Appreciation Day. She wanted to recognize all our hard-working law enforcement personnel in the City. MLK Day of Service was a success with the Maryland Black Mayors Association. Our U.S. Congressman recently sent information on insuring equable broadband and clearwater.

**3. COUNCIL QUESTIONS/COUNCIL ANNOUNCEMENTS**

Councilmember Dodro began by stating people can sign up to receive four free COVID test kits at [USPC.Com/covidtests](https://USPC.Com/covidtests). She then asked who is the acting City Clerk. CAO Gatling responded that she is the acting City Clerk.

Councilmember Urbina reported that she may be unavailable for the next few weeks due to her pregnancy. She then commented there were a lot less cars on the road during the last snow event and attributed that to the increase in social media posting by the City.

Councilmember Potter-Robbins requested that the City Administration please include page numbers to the City Council Agenda Packets. She then gave high praise to Public Works for the schedule they have been keeping the past few weeks.

**4. PROCLAMATION BLACK HISTORY MONTH – FEBRUARY 2022**

Chairperson Mills asked if anyone would like to discuss the proclamation for Black History Month. She recognized Councilmember Dodro who stated that she has comments about the proclamation issue that was discussed previously. Chairperson Mills stated it will on an upcoming agenda for discussion.

Councilmember Urbina was recognized and stated that she is happy we are doing it to acknowledge our history.

**5. DISCUSS HYATTSVILLE PARKING**

Chairperson Mills asked the Councilmembers if everyone received the packet that she sent on Hyattsville parking? She then stated this will be brought back on a future agenda. A discussion followed.

**6. ENDORSEMENT OF SUSTAINABLE MARYLAND**

Chairperson Mills referred to Assistant City Administrative Officer Michael McMahon. Mr. McMahon began by stating that he has two items to discuss. First, is that the City's Sustainable Maryland Community Certification expires at the end of 2022 and staff has begun the process for re-certification. Secondly, he stated that the Mayor received a request from Sustainable Maryland to be included in a letter of support for HB100/SB14. This bill creates a Sustainable Maryland Program Fund in the amount of \$750,000 beginning in 2024. He added that this bill has the support of MML. He then stated that the Mayor intends to have her name included on the letter and asked if any other Councilmember would like their name added. All the Councilmembers present requested to have their names added to the letter.

**7. FY 2023 BUDGET – COUNCIL INPUT**

Chairperson Mills opened by stating that the Council previously discussed the FY 2023 Budget and requested if anything additional needs to be included. CAO Gatling was recognized by the Chair. The CAO stated that she included the Budget Schedule the Council previously approved with an April 18<sup>th</sup> meeting for public input.

Councilmember Urbina was recognized and stated that she would like to add money to the budget for COVID test kits. CAO Gatling was recognized and reported that she requested 10,000 test kits from the State.

Councilmember Dodro requested money to be set aside for creating two community groups. The first being a CERT community group and a second being a youth community advisory group.

Councilmember Potter-Robbins requested additional moneys be added to the Public Works budget in order to retain employees. A discussion followed about staffing and compensation in Public Works.

**8. MEETING MINUTES**

- a.) Council Workshop Meeting Minutes (December 13, 2021)
- b.) Council Legislative Meeting Minutes (December 15, 2021)

No discussion



**9. REVIEW OF PAID BILLS**

Batch #1 (December 17, 2021); Batch #2 (December 23, 2021);

Batch #3 (December 31, 2021)

No discussion

**10. PUBLIC COMMENT - RESIDENTS' CONCERNS, AUDIENCE PARTICIPATION AND TELEPHONE CALLS**

Chairperson Mills recognized Roy Peterson at 8406 Ravenswood Road. Mr. Peterson began by asking three questions. First, he asked about road access to a vacant lot at the end of Legation Road behind Metro Points Hotel? He then asked why the Agenda Packets are not on the City Website for download? Finally, he asked when the Green Team will be able to meet? Mayor Nembhard was recognized and stated the road access onto Legation for that empty lot was to assist with a COVID testing site at Metro Points to allow vehicles to exit the site more safely. She then stated that we recently discussed calling a Green Team meeting soon due to the Sustainable Maryland certification. CAO Gatling commented that the agenda packet it is on the website in another folder and in the future will add the packets to the homepage.

**11. REQUEST FOR FUTURE AGENDA ITEMS**

Councilmember Urbina was recognized by Chairperson Mills. She stated that she would like to expand the electorate in New Carrollton. She has written a bill to expand the electorate to include Non-U.S. Citizens and sixteen-year-old voters. She continued by stating that she recently attended Parkdale High School and received letters for the Mayor in support of sixteen-year-old voters.

**12. ADJOURNMENT**

There being no further business, Councilmember Urbina moved to adjourn the Council Workshop Meeting of Tuesday, January 18, 2022. Seconded by Councilmember Dodro. The motion was approved (4-0-0).

The meeting ended at 7:46 p.m.

Respectfully submitted,

Michael McMahon

Assistant City Administrative Officer

Adopted by the City Council on \_\_\_\_\_.

Note: The official recording of the City of New Carrollton's Council Workshop Meeting of Tuesday, January 18, 2022, has been posted to the City of New Carrollton's website.

**CITY OF NEW CARROLLTON MINUTES  
COUNCIL LEGISLATIVE MEETING  
WEDNESDAY, JANUARY 19, 2022**

The Council Legislative Meeting was held at 7:01 p.m., on Wednesday, January 19, 2022, as a virtual meeting. Attending were Chairperson Cynthia DB Mills; Councilmembers, Sarah Potter-Robbins, Allyne Hooks, Katrina R. Dodro, and Briana Urbina; Mayor Phelecia Nembhard; City Administrative Officer Latasha Gatling; Assistant City Administrative Officer Michael McMahon; Chief of Police David G. Rice; Director of Public Works Andre Triplett; Information Technology Administrator Andrew Facey; Director of Finance Lorna Grant-Charles; and Administrative Assistant Araceli Guzman.

**1. CALL TO ORDER**

Chairperson Mills welcomed everyone and called the meeting to order.

**2. MEETING MINUTES**

- a.) Council Workshop Meeting Minutes (December 13, 2021)
- b.) Council Legislative Meeting Minutes (December 15, 2021)

**Motion:** Councilmember Dodro moved that the following Council Meeting Minutes be approved: Council Workshop Meeting Minutes (December 13, 2021), Council Workshop Meeting Minutes (December 15, 2021). Councilmember Urbina seconded the motion. There was no discussion. Ms. Mills called for the vote. The motion was approved (5-0-0). Councilmember Robbins abstained from the vote for the December 13, 2021 Council Workshop Meeting Minutes.

**3. COUNCIL QUESTIONS/COUNCIL ANNOUNCEMENTS**

Councilmember Urbina reported that she received the City Newsletter in the mail today.

Chairperson Mills thanked Chief Rice for displaying a sign warning work vehicles are subject to being towed.

Councilmember Dodro reminded everyone there are multiple ways to get your testing done and there are ways to get free N-95 masks.

Councilmember Hooks requested code enforcement inspect her block for garbage cans staying on the street after pick-up.

**4. ADDITIONS TO THE AGENDA BY THE COUNCIL**

There were no additions to the agenda.

**5. OLD BUSINESS**

There was no old business.

**6. NEW BUSINESS**

**PROCLAMATION BLACK HISTORY MONTH – FEBRUARY 2022**

Councilmember Dodro read the proclamation for Black History Month and made a motion to approve. Councilmember Urbina seconded the motion. There was a brief discussion. Ms. Mills called for the vote. The motion was approved (5-0-0).

**ADOPTION OF FY2023 BUDGET SCHEDULE**

Councilmember Urbina made a motion for the council to adopt FY2023 Budget Schedule, Exhibit B as presented at the Council Workshop Meeting of Wednesday, January 5, 2022. Councilmember Dodro seconded the motion. Ms. Mills called for the vote. The motion was approved (5-0-0).

**7. ADJOURNMENT**

There being no further business, Councilmember Urbina moved to adjourn the Council Workshop Meeting of Wednesday, January 19, 2022. Councilmember Hooks seconded the motion. The motion was approved (5-0-0).

The meeting ended at 7:15 p.m.

Respectfully submitted,

Michael McMahon

Assistant City Administrative Officer

Adopted by the City Council on \_\_\_\_\_.

Note: The official recording of the City of New Carrollton's Council Workshop Meeting of Wednesday, January 19, 2022, has been posted to the City of New Carrollton's website.

**AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the City of New Carrollton, a municipal corporation of the State of Maryland (“City”) and Wiser AV, LLC, a Maryland Company, (“Contractor”) with principal offices located at 10545 Guilford Road, Suite 108, Jessup, Maryland 20794.

In consideration of the mutual covenants and obligations contained herein, the sufficiency of which is hereby acknowledged, the City and the Contractor hereby agree as follows:

**1. Services Provided:** The Contractor shall provide the following services for the City: Redesign/Upgrade of Audio/Visual Control Room (“the Services”). The Services shall be provided as detailed in the Contract Documents listed below which are attached hereto as Appendix “A” and incorporated herein by reference:

- (1) Request for Proposals #2022-03 \_\_\_\_\_  
(Including Instructions to Bidders, RFP Submission Requirements, General Terms and Conditions, etc.)
- (2) ADA Certificate \_\_\_\_\_
- (3) Drug-Free Workplace Form \_\_\_\_\_
- (4) Equal Opportunity Employer Form \_\_\_\_\_
- (5) Statement Under Oath to Accompany Bid \_\_\_\_\_
- (6) Proposal \_\_\_\_\_
- (7) Insurance Certificate \_\_\_\_\_
- (8) Notice of Award \_\_\_\_\_
- (9) Notice to Proceed (when issued) \_\_\_\_\_
- (10) Performance Bond \_\_\_\_\_
- (11) Payment Bond \_\_\_\_\_

It being the intent of the City to prescribe a complete work or improvement in obtaining a new and redesigned audio/visual control room, which Contractor undertakes to do in full compliance with all applicable plans, specifications, request for proposals, and responses to request for proposals, together with all authorized written alterations thereto. Contractor shall procure all permits and licenses, pay all charges and fees, and give all notice necessary and incidental to the due and lawful prosecution of the Services called for hereunder. Any and all

debris and materials removed by Contractor during the course of providing the Services shall be disposed of in accordance with all applicable laws, regulations and ordinances, including but not limited to the Occupational Safety and Health Act of 1970 and any amendments thereto, as well as the Occupational Safety regulations promulgated by the Maryland Division of Labor and Industry pursuant to the Labor and Employment Article of the Annotated Code of Maryland.

Contractor agrees to accept the City's schedule and budget and to complete the Services within 70 days from the date of the Notice to Proceed. Contractor further acknowledges that the City retains the right to reduce the scope of the Services herein contracted for in order to accomplish the Services within the City's established budget and schedule. The contractor further acknowledges that the project hereunder must be completed within the 70 days' time frame, as time is of the essence and that the City reserves the right to set-off and/or reduce the price paid by a sum certain equivalent to that paid to any other entity to ensure completion within the stipulated time frame, where Contractor fails to meet the 70 days from date of Notice to Proceed deadline.

It is understood by the parties hereto that time is of the essence in the completion of the Services required by this Agreement. There shall be no modification of this Agreement unless both the City and Contractor agree thereto in writing prior to the effective date of such modification.

The Contractor hereby agrees to furnish any and all equipment needed to perform the Services (the "Contractor's Equipment").

**2. Fees:** The City hereby agrees to pay Contractor, as full consideration for Contractor's satisfactory performance of its obligations under this Agreement, the amount earned—which is computed from actual quantities of work performed by Contractor and accepted by the City upon inspection within sixty (60) days after Contractor completes performance—a sum not to exceed FIFTY-EIGHT THOUSAND SIX HUNDRED EIGHTY Dollars and ZERO cents (\$58,680.00) payable in the following manner: One half of the contractual cost and one half after the completion of services. Prior to the City's payment of the aforementioned amount, the Contractor shall send an invoice to the City for each amount to be paid pursuant to this Agreement. Each invoice to the City shall document and describe to the reasonable satisfaction of the City the work being invoiced. Upon receipt of such invoice, the City shall

send Contractor a check in payment for all undisputed amounts contained in the invoice within thirty (30) days. Partial billings may be approved at the sole discretion of the City. Changes in cost of labor, material or equipment, regardless of the reason therefor, will not be considered a basis for any change in the contract price. The City shall not be responsible for the payment of any change order submitted by Contractor that is for work that was not approved by the City in writing, in advance of Contractor incurring the cost.

**3. Binding Effect of Agreement:** This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors and assigns.

**4. Other Payments, Taxes, Expenses:** Except as may be specifically agreed upon by the parties in writing, Contractor shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the services to be rendered or materials provided hereunder. The parties hereto further agree that the City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Contractor in connection with the performance of its obligations under this Agreement, including, but not limited to, the cost of any insurance or license fees.

It is expressly understood and acknowledged by the parties hereto that the fees payable hereunder shall be paid in gross amount, without reduction for any Federal or State withholding or other payroll taxes, or any other governmental taxes or charges. The parties hereto further recognize that the Contractor is an independent contractor of the City and is therefore responsible for directly assuming and remitting any applicable Federal or State withholding taxes, estimated tax payments, or any other fees, taxes or expenses whatsoever. In the event that the Contractor is deemed not to be an independent contractor of the City by any local, state or federal government agency, the Contractor agrees to indemnify and hold harmless the City for any and all fees, costs and expenses, including but not limited to, costs of suit, damages, claims made, attorneys' fees, incurred thereby.

**5. Insurance:** Contractor covenants to maintain all applicable insurance in such amounts and form as are determined by the City, in its sole discretion, from time to time to be appropriate. Contractor further agrees to provide evidence of such insurance upon request by the City and to provide evidence of the insurance required below upon signing this Agreement. The Certificates of Insurance shall be for an occurrence based policy or policies and shall either (a)

provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required to be given to the Contractor by the terms of Contractor's policy or policies of insurance, **and** provide copies of the relevant provisions of said policies to the City with the Certificates. Said insurance is to also cover personal injury claims with a minimum liability limit of one million dollars (1,000,000.00) **All insurance shall include completed operations and contractual liability coverage, and must name the City as an additional insured, not just a certificate holder.**

PROVISION OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE CONTRACTOR OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS ASSUMED BY CONTRACTOR IN THE CONTRACT AWARDED, OR FOR WHICH CONTRACTOR MAY BE LIABLE BY LAW OR OTHERWISE.

A. **Workers' Compensation Insurance:** Contractor shall comply with the requirements and benefits established by the State of Maryland for the provision of Workers' Compensation Insurance and must submit an insurance certificate as proof of coverage prior to contract approval. All Corporations are required to provide Workers' Compensation Certificates of Insurance.

B. **Comprehensive General Liability Insurance:** Contractor shall provide general liability insurance in the following amounts and shall submit an insurance certificate as proof of coverage prior to contract approval:

1. **Personal injury liability** insurance with a limit of **\$1,000,000.00** for each occurrence and **\$1,000,000.00** aggregate, where insurance aggregates apply:

2. **Property damage liability** insurance with limits of **\$250,000.00** for each occurrence and **\$500,000.00** aggregate, where aggregates apply. Property damage insurance shall specifically include explosion, collapse and underground damage (X, C, U).

3. **Automobile Liability Insurance.** Motor vehicle insurance meeting the requirements of Maryland law and covering every vehicle and driver involved in providing the services, in the following amounts:

(a) Bodily injury liability with limits of \$500,000.00 each person and

\$1,000,000.00 each accident;

(b) Property damage liability with a limit of \$100,000 each accident.

**6. Doing Business in Maryland:** Contractor warrants and represents that it (1) is either (a) incorporated in Maryland or (b) registered or qualified by the Maryland State Department of Assessments and Taxation (SDAT) as required by the Maryland Annotated Code, Corps. & Assocs. Article, to do business in Maryland and (2) is in good standing with SDAT.

**7. Bonds:** Performance and payment bonds are required as set forth in the Request for Proposals.

**8. Compliance with Laws:** The Contractor shall, without any additional expense to the City, be responsible for complying with any and all applicable laws, codes and regulations in connection with the services provided by the Contractor, including but not limited to obtaining any licenses required by the Contractor to perform the services herein contracted for.

**9. Indemnification:** The Contractor hereby acknowledges and agrees that the Contractor shall be responsible for and indemnify, defend and hold the City harmless against any and all claims for loss, personal injury and/or damage that may be suffered as a result of the Contractor's negligence or willful misconduct in the Contractor's performance of the services herein contracted for or for any failure of the materials supplied under this Agreement or for any failure by the Contractor to perform the obligations of this Agreement, including but not limited to, attorneys' fees and any cost incurred by the City in defending any such claim. Contractor shall be responsible for and shall indemnify and hold the City harmless against any claim for loss, howsoever arising or incurred, for damage that may occur to Contractor's property or property of third parties that Contractor stores at the construction site and/or is maintained/used by the Contractor in delivery of the services the Contractor is providing.

**10. Not Assignable:** The Contractor shall not assign or transfer any interest or claim under this Agreement except as may be agreed upon and authorized in writing by the City and no contract shall be made by the Contractor with any other party for furnishing any of the services herein contracted for without the prior written approval of the City.

**11. Relief:** In the event of a breach or a threatened breach by the Contractor of any provision of the Agreement, the Contractor recognizes the substantial and immediate harm that a breach or threatened breach will impose upon the City, and further recognizes that in such event



monetary damages will be inadequate to fully protect the City. Accordingly, in the event of a breach or threatened breach of this Agreement, the Contractor consents to the City's entitlement to such ex parte, preliminary, interlocutory, temporary or permanent injunctive, or any other equitable relief, protecting and fully enforcing the City's rights hereunder and preventing the Contractor from further breaching any of his obligations set forth herein. The Contractor expressly waives any requirement based on any statute, rule of procedure, or other source, that the City post a bond as a condition of obtaining any of the above-described remedies. Nothing herein shall be construed as prohibiting the City from pursuing any other remedies available to the City at law or in equity for such breach or threatened breach, including the recovery of damages from the Contractor.

**12. City's Right to Terminate:** The services herein contracted for may be terminated immediately by the City upon written notice in whole or in part, when the City, in its sole and absolute discretion, determines such action to be in its best interests and shall be terminated whenever adequate funds have not been appropriated by the City Council in the annual budget for the purpose set forth herein. The Contractor is advised that the City does not guarantee the appropriation of funds for any subsequent fiscal year (beginning July 1). Upon such termination, the City shall be liable to the Contractor only for payment for services actually provided prior to the effective date of the termination.

**13. Entire Understanding:** This Agreement contains the entire understanding between the parties, and any additions or modifications hereto may only be made in writing, executed by both parties.

**14. Applicable Law:** This Agreement shall be interpreted in accordance with the laws of the State of Maryland. Any suit to enforce the terms hereof or for remedy for breach hereof shall be brought exclusively in the courts of the State of Maryland for Prince George's County and the parties expressly consent to the jurisdiction thereof and waive any right that they may otherwise have to bring, transfer or remove such suit in or to the courts of any other jurisdiction.

**15. Conflict of Interest:** The person executing this Agreement on behalf of the Contractor certifies that he understands the provisions of the New Carrollton City Charter and Code dealing with conflicts of interest and the prohibition of the solicitation or acceptance of gifts.

**16. Set-Off:** In the event that the Contractor shall owe an obligation of any type whatsoever

to the City at any time during the term hereof, or after the termination of the relationship created hereunder, the City shall have the right to offset any amount so owed the Contractor against any compensation due to Contractor for the provision of the Services.

**17. Severability:** If any term or provision of this Agreement shall be held invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be enforced to the fullest extent permitted by law.

**18. Record Retention, Audits and Inspections:** The Contractor shall:

A. Retain all financial and programmatic records for a period of three (3) years from the date of issuance of final payment hereunder.

B. Permit the City to have access to any and all records, including all subcontracts covered by this Agreement for the purpose of making audits, examinations, reproductions, excerpts, and transcripts. Access shall be available at any time during normal business hours and as often as deemed necessary by the City.

**19. Miscellaneous Contractor Representations**

By signing this Agreement, Contractor warrants that it has inspected the site of the proposed project and has acquainted itself with all applicable laws, ordinances and regulations, and has otherwise thoroughly familiarized itself with all matters that may affect the performance of the Services. Accordingly, no concession will be made because of any claimed lack of understanding or lack of information by Contractor.

IN WITNESS WHEREOF, on the date hereinabove set forth, the parties hereto have executed this Agreement in two duplicate originals, any one of these shall be adequate proof of this Agreement without locating or accounting for the other.

WITNESS:

\_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Typed Name/Title of Signatory

Federal I.D. Number: \_\_\_\_\_

\_\_\_\_\_ Full Name of Contractor

Telephone Number: \_\_\_\_\_

\_\_\_\_\_ Address

FAX Number: \_\_\_\_\_

\_\_\_\_\_ City State Zip Code

Email: \_\_\_\_\_

WITNESS:

CITY OF NEW CARROLLTON

\_\_\_\_\_  
INSERT CLERK NAME, City Clerk

BY: \_\_\_\_\_  
Phelecia Nembhard, Mayor