

**Agenda for the Work Session of  
Mayor & City Council  
City of Mount Rainier  
1 Municipal Place  
Mount Rainier, Maryland 20712**

**Tuesday, April 28, 2020  
7:00 PM – Virtual Meeting**

**Items for discussion:**

**Suggested Discussion  
Time:**

- 1. Call To Order**
- 2. Review of Agenda**
- 3. 34<sup>th</sup> Street Arts Project** **(15 Min)**  
*The Mount Rainier Arts Commission (MRAC) will present its plan for doing a local call for artists to paint a mural on 34<sup>th</sup> Street with the MRAC's remaining funds for fiscal year 2020.*
- 4. Extending Deadlines For Paying Fines & Fees** **(15 Min)**  
*Mayor & City Council will discuss extending the time allowed for residents to pay fees and fines during and after the state of emergency due to COVID-19.*
- 5. Deprioritizing Of Victimless Crimes During Pandemic** **(15 Min)**  
*Mayor & City Council will discuss police discretion as it relates to victimless crimes during and after the state of emergency due to COVID-19.*
- 6. Property Tax Rate & Tax Class Discussion** **(15 Min)**  
*Mayor & City Council will discuss the property tax rates & property tax classes for fiscal year 2021.*

- 7. MOU Spring Park / Peace Park** (15 Min)  
*Mayor & City Council will discuss the Spring Park MOU between Little Friends For Peace & City of Mount Rainier (33<sup>rd</sup> and Shepherd Street).*
- 8. Declaring May Month of Peace** (10 Min)  
*Mayor & City Council will discuss partnering with Little Friends For Peace to declare May a month of peace in the City of Mount Rainier.*
- 9. Tax Differential & Dispatch Agreement With Hyattsville** (15 Min)  
*Mayor & City Council will discuss the current dispatch agreement with the City of Hyattsville and the pros and cons of switching to the County dispatch system, including the impact both options have on Mount Rainier's tax differential with the County.*
- 10. Funding For The Community Garden in FY 2021** (15 Min)  
*Mayor & City Council will discuss the Community Garden's funding request for fiscal year 2021 and review their proposed budget.*
- 11. Fiscal Year 2018 & Fiscal Year 2019 Audit Update** (15 Min)  
*Mayor & City Council will hear an update of the fiscal year 2018 & fiscal year 2019 audits.*
- 12. City Credit Card Policy** (15 Min)  
*Mayor & City Council will discuss updating Resolution 05-2017 authorizing City credit cards.*
- 13. Maryland Milestones Grant Application** (15 Min)  
*Mayor & City Council will discuss and possibly amend the Maryland Milestones Grant Application.*
- 14. Adjournment**

GRANT AGREEMENT  
BETWEEN  
THE CITY OF MOUNT RAINIER, MARYLAND  
AND  
LITTLE FRIENDS FOR PEACE

This Grant Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Mount Rainier (“the City”), a Maryland municipal corporation and body politic, and Little Friends for Peace (“the Grantee”), a Maryland non-profit corporation, located at 4405 29<sup>th</sup> Street, Mount Rainier, Maryland 20712.

Whereas, the Grantee proposes to complete a project known as the Peace Park of Mount Rainier (“the Project”); and

Whereas, the Grantee has procured grant funding from the Redevelopment Authority of Prince George’s County (“Redevelopment Authority”) in the amount of \$50,000; and

Whereas, the City has agreed to provide a matching grant to the Grantee in an amount up to Forty Thousand Dollars (\$40,000.00) (“the City Grant”); and

Whereas, the City and the Grantee wish to set forth the terms and conditions upon which the City Grant funds will be paid by the City to the Grantee.

Now therefore, in consideration of the mutual promises and conditions set forth herein, the City and the Grantee agree as follows:

I. Grant Agreement Documents

This Grant Agreement between the parties includes the following documents:

- Exhibit A – Project Scope
- Exhibit B - Project Budget
- Exhibit C – Project Schedule
- Exhibit D – Certificates of Insurance

II. The Project

The Project will comprise a labyrinth and path, the restoration and reactivation of a historic well, and the installation of lighting, seating and signage, as more specifically set forth in Exhibits A and B hereto. The Project is to be completed within a period of one (1) year from the date of the grantee’s receipt of City Grant funds. The City may, in its sole discretion, extend the term of the Grant for good cause upon a written request from the Grantee submitted at least forty-five (45) days prior to the expiration of the initial grant term.

III. The City Grant

- A. The City will reimburse the Grantee for expenditures it incurs in connection with the

Project in accordance with the Project Scope and Project Budget on a dollar-for-dollar matching basis up to the total grant amount of Forty Thousand Dollars (\$40,000.00). Funds will be disbursed no more frequently than once per month, within 30 days following receipt by the City of an invoice for costs incurred prior to the invoice date and supporting documentation acceptable to City, including receipts and documentation that the Grantee has expended equivalent amounts of its own funds prior to incurring the expense or expenses for which it seeks reimbursement. (The Grantee may count expenditures of grant funds from other sources towards this match requirement).

B. Notwithstanding anything in this Agreement to the contrary, of the total City Grant funds, an amount not to exceed Ten Thousand Five Hundred Dollars (\$10,500.00) shall be paid by the City to the University of Maryland for the benefit of Department of Plant Science and Landscape Services (“the Department”) in accordance with the terms of an Agreement between the City and the Department dated \_\_\_\_\_, 2020.

#### IV. General Conditions

A. The Grantee shall submit detailed status reports to the City at least monthly beginning on the date of the first disbursement of grant funds and continuing through the final completion of the Project. The status report shall include, at a minimum:

1. the amount of the Project completed
2. a schedule of remaining tasks with anticipated completion dates
3. an explanation of any tasks not completed on a timely basis based on previous reports
4. a proposal for timely completion of the Project, if any tasks have not been timely completed
5. a running account of Project funds (from all sources) expended and remaining

B. The Grantee shall maintain program records and all pertinent information required by the City for a minimum period of five (5) calendar years subsequent to the expiration of this Agreement and shall make them available for inspection and copying by the City within three days of a written request from the City. The Grantee shall adhere to the generally accepted accounting principles (“GAAP”) and maintain books, records, documents and other evidence that sufficiently and properly reflects all direct and indirect costs of any nature expended in connection with the Project. The Grantee shall make available such books, records, documents, and other evidentiary records for inspections, review or audits by the City within five (5) business days. In the event that any litigation, claim, negotiation, audit, or other action involving the records and documents is started before the expiration of the five (5) year period, the records and documents shall be maintained by the Grantee until completion of such action and resolution of all issues.

C. If the Project is not satisfactorily and timely prosecuted to completion for any reason other than the fault of the City, the Grantee shall be obligated, within 45 days of a demand from the City, to return all funds paid by the City to the Grantee or on its behalf or in connection with the Project for the benefit of the Grantee. Satisfactory prosecution and completion of the Project in accordance with this Agreement shall be determined by the City’s designated Project monitor.

D. The Grantee shall keep comply with all applicable federal, state, and local laws, ordinances, and regulations, including but not limited to laws, ordinances, and regulations relating to anti-lobbying, anti-bribery and non-collusion, drug- and alcohol-free workplace, non-discrimination, equal pay and other civil rights laws and regulations.

E. The City may duplicate, use and disclose in any manner and for any purpose whatsoever, and have others so do, all data and documents delivered under this Agreement except where such use may contravene federal, state and/or county laws regarding confidentiality. The Grantee shall not affix any restrictive markings upon any data and if such markings are affixed, the City shall have the right at any time to modify, remove, obliterate, or ignore such markings, except where prohibited by law.

F. The Grantee hereby grants the City a royalty-free, nonexclusive, and irrevocable license to publish, translate, reduce, deliver, perform, dispose of, and to authorize others to do, all data and materials now or hereafter covered by copyright and/or provided to the City in connection with the Project. All published materials (written, visual, or audio) prepared in connection with the Project shall carry a footnote acknowledging assistance received under this Agreement. In addition, a copy of all publications must be furnished to the City.

G. The Grantee shall submit to the City a completed audit report for any grants by the end of the quarter following the end of the Grantee's fiscal year. The Grantee shall retain independent auditor services in accordance with any auditing requirements set forth by OMB Circular No. A-133, if applicable. If any unauthorized expenditures, unallowable expenditures or irregularities are discovered upon examination of audit records and documents pertinent to the Project in accordance with this Agreement, the Grantee shall be responsible for such expenditures and shall reimburse the City for misspent or unauthorized funds.

H. This Agreement is contingent upon the annual appropriation of funds by the City Council for the purpose of the Project. The City must approve, in writing, any request by the Grantee to modify, amend or otherwise change the scope of services, fiscal and programmatic requirements, the term of performance or any other provision of this Agreement.

#### V. Grantee's Representations and Warranties

Grantee hereby represents and warrants the following:

A. Grantee has the financial ability to complete the Scope of Work prior to seeking reimbursement of grant funds from the City.

B. The individual executing and delivering this Agreement on behalf of Grantee is authorized to do so and to legally bind the Grantee to the terms and conditions of this Agreement.

C. All information the Grantee has provided or will provide to the City is true and correct and can be relied upon by the City for the enforcement terms and conditions of this Agreement. Any false or misleading information is a basis for the City to terminate this Agreement for cause

and to pursue any other appropriate remedy.

D. No officer, director, employee, or person responsible for the governance or management of the Grantee will financially benefit from the Project.

E. The Grantee has not been, nor currently is, the subject of an investigation by any federal, state, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.

## I. Insurance

The Grantee covenants to maintain the insurance coverages set forth herein for the full term of the Contract. The Grantee further agrees to provide Certificates of Insurance upon signing this Agreement and such Certificates shall be on an occurrences basis and shall either (a) provide that the City shall be given at least thirty (30) days prior written notice of the cancellation of, intention not to renew, or material change in the coverage or (b) provide that the City shall be given such notice of the cancellation of, intention not to renew, or material change in the coverage as is required by the terms of the Grantee's policy or policies of insurance. All Certificates must name the City as an additional insured.

Provision of any insurance required herein does not relieve the Grantee of any of the responsibilities or obligations assumed by the Grantee in the contract awarded, or for which the Grantee may be liable by law or otherwise.

A. **Workers' Compensation Insurance:** The Grantee 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. If the Grantee is a corporation or a limited liability corporation or other entity eligible to elect an exemption for officers under Md. Code Ann., Lab. & Emp. Art., § 9-206, the Grantee shall provide the City with a copy of the election form filed with the Maryland Workers' Compensation Commission together with proof of filing. If the Grantee has no covered employees, the Grantee shall submit a statement attesting to that fact under the penalties of perjury.

B. **Comprehensive General Liability Insurance:** The Grantee 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.

C. **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:

1. Bodily injury liability with limits of \$500,000.00 each person and \$1,000,000.00 each

accident;

2. Property damage liability with a limit of \$100,000 each accident.

V. Termination

A. If the City fails to appropriate funds in any subsequent fiscal year, this Agreement shall be terminated. The Grantee shall not be entitled to recover damages for said termination and it shall be entitled only to payment of invoices pending on June 30 of the preceding year.

B. The City may terminate this Agreement for cause, including but not limited to, the following:

1. Improper and/or ineffective use of project funds
2. Refusal and/or failure to comply with the terms and conditions of this Agreement and/or
3. Submission to the City of reports that are incorrect and/or incomplete in any material respect.
4. Failure to comply with any applicable city, county, state and/or federal laws, ordinances, rules, or regulations.
5. Failure to fulfill the Grantee's obligations under this Agreement properly and on time, or other violation of any provision of this Agreement.

VI. No Additional Compensation.

Except as may be specifically agreed upon by the parties in writing, the Grantee shall be entitled to no fees, bonuses, contingent payments, or any other amount in connection with the Project beyond the Grant Amount set forth in Section II hereof. The City shall have no obligation to reimburse, pay directly or otherwise satisfy any expenses of the Grantee in connection with the Project, including, but not limited to, the cost of any insurance or license fees.

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 Grantee 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 owed to any governmental entity on its own behalf or that of its agents, employees or contractors.

VII. Assignment of Agreement

The Grantee shall not assign, transfer or otherwise dispose of its obligations hereunder to any other person, firm, or corporation, without the previous written consent of the City, but in no case shall such consent relieve the Grantee from its obligations, or change the terms of this Agreement.

### VIII. Indemnification

The Grantee shall indemnify the City and hold it harmless, together with its agents, officials and employees, from any liability, claims, losses, expenses, or costs arising from or out of the acts, failures to act, or negligence of the Grantee, its agents and employees, in connection with or arising out of performance of this Agreement including but not limited to personal injury and property damage. The Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City in any such action, the Grantee shall at its own expense, satisfy and discharge same. The Grantee agrees that any performance bond or any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the Grantee's responsibility to indemnify, keep and save harmless and defend the county as herein provided. The City does not waive any right or defense, or forebear any action, in connection herewith.

### IX. Governing Law and Jurisdiction

This Grant 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 in and 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 to the courts of any other jurisdiction.

### XII. Maryland Public Information Act

This Agreement is subject to the Maryland Public Information Act, State Government Article, Section 10-611 et seq. of the Annotated Code of Maryland.

### XIII. Defaults and Remedies

A. A default shall occur upon any of the following events:

1. The failure or inability of the Grantee to perform any of the terms, conditions of this Agreement, which has not been cured within thirty (30) days after written notice to the City;
2. The expenditure of City Grant funds for any use other than as set forth in the Scope of Work, or in any unauthorized manner;
3. The submission by the Grantee to the City of reports that are incorrect or incomplete in any material respect;
4. a breach by the Grantee of the representations and warranties set forth herein.
5. a breach by the Grantee of any provision of a Grant Agreement between the Grantee and the Prince George's County Redevelopment Authority dated \_\_\_\_\_.

B. Upon the occurrence of any default that is not timely cured in accordance with the terms of a demand from the City, the City shall have the right to terminate this Agreement by written notice to the Grantee.

C. Grantee shall have no right, title, or interest in or to any of the undisbursed Grant

funds upon the completion of the Project or termination of this Agreement.

D. The City shall have the right to demand repayment of grant funds from the Grantee of any amounts the City, in its sole discretion, determines were not expended in accordance with this Agreement.

E. In addition to the rights and remedies contained in this Agreement, the City may at any time proceed to protect and enforce all legal rights available to the City in law or equity, or by any other appropriate proceeding, all of which rights and remedies shall survive the termination of this Agreement and shall not be mutually exclusive.

F. If the City brings any legal action or proceeding to enforce the terms and conditions of this Agreement, the City shall be entitled to payment of costs, including reasonable attorney's fees.

**IN WITNESS WHEREOF**, as of 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: THE CITY OF MOUNT RAINIER, MARYLAND

\_\_\_\_\_  
John Hoatson, City Clerk

By: \_\_\_\_\_  
Latasha Gatling, Acting City Manager

WITNESS: LITTLE FRIENDS OF PEACE

\_\_\_\_\_

By: \_\_\_\_\_  
Mary J.Park, Executive Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

\_\_\_\_\_  
Elissa D. Levan, City Attorney

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# MAY 2020



Daily peaceful practices to promote happy and healthy lifestyles

Check in with yourself. Write your thoughts on a piece of paper and keep it.

**National Brothers and Sisters Day**

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

Start spring cleaning!

Take a 30 minute walk and enjoy nature

Thank someone who has taught you

Appreciate a nurse, however you can

Meditate for 15 minutes today

Try cooking something you love but have never made before

DIY Spa Day!

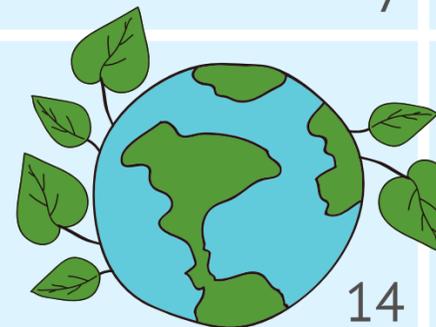


**Mother's Day**

Thank a special woman in your life

Start a book by a peacemaker

Make peace with someone



Learn something new today

Ask a family member or friend to tell a story about themselves that you haven't heard.

Bono's Birthday

Thank a special woman in your life

Start a book by a peacemaker

Fair Trade Day

International Day of Families

Take a 24 hour break from social media

Try monotasking: do one thing at a time with your full attention

Malcom X & Ho Chi Minh's Birthday

Listen to some Josephine Baker today!

Write a letter

Use the long weekend to do something you've been putting off

Make a list of things you're grateful for

Practice your I-care rules!

**Memorial Day**

Try to give a compliment to everyone you talk to today



Listen to a song that brings you peace

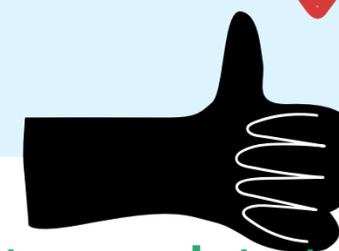
Practice Positivity

Pick up trash in your neighborhood

Revisit that piece of paper from the 1st. Repeat the activity and reflect on your month of peace



# 31 DAYS OF PEACE



**"It isn't enough to talk about peace. One must believe in it. And it isn't enough to believe in it. One must work at it."**

- Eleanor Roosevelt



Angela D. Alsobrooks  
County Executive

# PRINCE GEORGE'S COUNTY GOVERNMENT

## OFFICE OF MANAGEMENT AND BUDGET

December 5, 2019

The Honorable Malinda G. Miles  
Mayor  
City of Mount Rainier  
One Municipal Place  
Mount Rainier, MD 20712

Dear Mayor Miles:

Thank you for submitting your FY 2021 Municipal Tax Differential Request. The Office of Management and Budget has reviewed your submission and supporting documentation. As a result, your application is accepted as submitted with the following modifications:

### **Public Works/Inspections – Engineering Services**

The City requested a tax differential of 100% for public works/inspections - engineering services, a 10% increase from the tax differential received in FY 2020. Based on the level of services provided, the County has determined that the City qualifies for a 90% tax differential for this category.

### **Education/Library – Library**

The City requested 100% for education/library – library, an 90% increase above the level received in FY 2020. Based on the information provided, the City is not operating a library facility. Therefore, the County has recommended that the City's tax differential for education/library services be set at 10%.

### **Non-Departmental – Street Lighting/Traffic Control**

The City requested a 10% tax differential for non-departmental - street lighting/traffic control, an 30% increase from the tax differential received in FY 2020. To receive full credit the municipality must provide 6.7% of street lights/traffic signals per capita, which is equivalent to the street light/traffic signal provided by the County. Based on the 100 streets lights and 5 traffic lights in the municipality and the estimated population of 8,600, the City is providing 1.2% of street lights per capita. Therefore, the County is recommending a 40% tax differential. This is consistent the tax differential granted to other municipalities providing a similar service and the FY 2021 Tax Differential Scale.

Wayne K. Curry Administration Building, 1301 McCormick Drive, Largo, MD 20774  
(301) 952-3300

[www.princegeorgescountymd.gov](http://www.princegeorgescountymd.gov)



The Honorable Malinda G. Miles  
Page 2  
December 5, 2019

A spreadsheet is enclosed which summarizes the City of Mount Rainier's original tax differential submission and the County's decision. We appreciate your cooperation throughout this process. Please feel free to contact Ms. Latasha Coates via telephone at (301) 952-5141 or via email at lcoates@co.pg.md.us for additional information.

Sincerely,



Stanley A. Earley  
Director

Enclosure

cc: Latasha Coates, Budget Management Analyst



1 POLICE COMMUNICATIONS AGREEMENT

2 by and between

3 CITY OF HYATTSVILLE

4 and the

5 CITY OF MOUNT RAINIER

6  
7 THIS AGREEMENT made this 19<sup>TH</sup> day of JUNE, 2017, by and  
8 between the City of Hyattsville, a body corporate and politic (hereafter referred to as  
9 "Hyattsville"), on behalf of the City of Hyattsville Police Department and the City of Mount  
10 Rainier, a body corporate and politic (hereafter referred to as "Mount Rainier"), on behalf of the  
11 Mount Rainier Police Department.

12  
13 WHEREAS, the parties believe that coordinated law enforcement radio dispatching and  
14 call taking is both cost effective and leads to better services; and

15  
16 WHEREAS, Mount Rainier does not provide law enforcement dispatching for its police  
17 department and has previously contracted with another local government for said dispatching;

18  
19 WHEREAS, Mount Rainier desires to have law enforcement dispatching for its police  
20 department; and

21  
22 WHEREAS, Mount Rainier and Hyattsville wish to enter into an agreement for  
23 Hyattsville to furnish radio dispatching and to handle incoming calls for services for the Mount  
24 Rainier Police Department, as specifically described herein.

25  
26 NOW THEREFORE, in consideration of the mutual promises and agreements of the  
27 parties and the monetary payments hereinafter set forth, Hyattsville and Mount Rainier agree as  
28 follows:

29  
30 1. Agreement to Supply Police Radio Dispatching and Call Taking Services.  
31 Hyattsville, for and in consideration of the payments hereinafter agreed to be made by Mount  
32 Rainier, hereby covenants and agrees to furnish police radio dispatching and to handle incoming  
33 calls for police services (both emergency and non-emergency police calls) for Mount Rainier.

34  
35 2. Place and Nature of Services. This agreement shall not affect any police services  
36 now or hereafter provided by Mount Rainier for Mount Rainier citizens generally within the City  
37 of Mount Rainier. The Chief of Police for the Hyattsville Police Department (hereinafter referred  
38 to as "Hyattsville Chief") shall make all determinations in scheduling and designating  
39 dispatchers and/or communications clerks to provide police dispatching and handle all incoming  
40 calls for police services, both emergency and non-emergency, for Mount Rainier. The standards  
41 of performance, dispatching of employees and other matters incident to the performance of the  
42 services to be provided hereunder, and the employment terms of the personnel providing such  
43 services shall be in accordance with Hyattsville practices. Mount Rainier shall have the right to

1 monitor the dispatch and call taking services to be provided under this agreement in order to  
2 ensure that the services being provided are of good quality.

3  
4 3. Personnel and Equipment. Hyattsville shall furnish and supply all necessary labor  
5 supervision, equipment, communications facilities and supplies necessary to perform the police  
6 dispatch and call-taking services to be rendered hereunder. Where special supplies, stationery,  
7 notices, forms, and similar material are to be issued in the name of Mount Rainier, the same shall  
8 be supplied by Mount Rainier at its own expense.

9  
10 4. Designation of Employees. All persons employed in the performance of the  
11 contract services and functions shall be Hyattsville employees with all rights and privileges set  
12 forth in Hyattsville's Personnel Rules and Regulations, and in the Policies and Procedures of the  
13 Hyattsville Police Department, including attendance and leave.

14  
15 5. Obligations. Mount Rainier shall provide for cooperation and assistance to  
16 Hyattsville, its officers, agents and employees, in order to facilitate and accomplish the services  
17 performed under this agreement. Mount Rainier shall not be required to pay or assume liability  
18 for the direct payment of any salaries, wages, or other compensation to any Hyattsville personnel  
19 performing services hereunder for Mount Rainier. Mount Rainier shall not be liable for  
20 compensation or indemnity for any Hyattsville employee for injury or sickness arising out of his  
21 or her employment. Mount Rainier shall designate a representative to act in the capacity of  
22 liaison between Mount Rainier and representatives of the Hyattsville Chief in matters pertaining  
23 to operational policies or procedures of Hyattsville employees.

24  
25 6. Dispute Resolution. Any disputes that arise between Mount Rainier police  
26 officers and the Hyattsville dispatchers providing dispatching services for the Mount Rainier  
27 police shall be handled in the following manner:

- 28  
29 a. First, the Mount Rainier on duty patrol supervisor and the Hyattsville on  
30 duty patrol supervisor shall confer and attempt to resolve the dispute.  
31 b. Second, if the duty supervisors are unable to resolve the dispute, the  
32 Mount Rainier deputy police chief and the Hyattsville deputy police chief  
33 shall confer and attempt to resolve the dispute.  
34 c. Third, if the deputy police chiefs are unable to resolve the dispute, the  
35 Mount Rainier police chief and the Hyattsville police chief shall confer  
36 and attempt to resolve the dispute.  
37 d. Finally, if the police chiefs cannot resolve the dispute, then the dispute  
38 shall be decided by the Mount Rainier city manager and the Hyattsville  
39 city administrator.

40  
41 7. Payment. Mount Rainier, in consideration of the faithful performance by  
42 Hyattsville of its agreement to furnish police radio-dispatching and handle incoming calls for  
43 service for the Mount Rainier Police Department, hereby agrees to pay to Hyattsville, the

1 contract sum set forth in Section 8. Payment of the annual contract sum shall be made as follows:  
2 one twelfth (1/12) of the annual contract sum per month payable by the 10th day of each month,  
3 beginning July 10, 2017. If such monthly payments are not received by the 10th of each month,  
4 Hyattsville may satisfy such payment by proceeding in the manner provided by law to collect  
5 such indebtedness, without advance notice to Mount Rainier.

6  
7 8. Contract Sum. The first year of term of this contract commencing July 1, 2017,  
8 shall be for the annual sum of sixty-one thousand three hundred dollars and zero cents  
9 (\$61,300.00). Costs directly included in the contract sum and attributable to this contract include:

- 10  
11 a. The basic salary and fringe benefits for one, full time  
12 dispatcher/communications clerk.  
13 b. Uniform allowance for one, full time dispatcher/communication clerk.  
14 c. Overhead expenses incurred by Hyattsville administrative, supervision and  
15 management staff related to the provision of the contract services.  
16 d. The contract sum of sixty-one thousand three hundred dollars and zero cents  
17 (\$61,300.00) shall increase in accordance with any cost of living increases,  
18 merit increases, and/or other increases provided for by the City of  
19 Hyattsville's personnel system.  
20

21 9. Term.

- 22  
23 a. It is mutually agreed that this contract shall be for a term of three (3) years and  
24 shall be effective on the 1st day of July, 2017. At the option of either  
25 Hyattsville or Mount Rainier with the acceptance by the other, this agreement  
26 shall be renewable for successive periods not to exceed three (3) years each.  
27 However, in the event that Hyattsville funds required to perform this  
28 agreement are not appropriated for a later fiscal year, Hyattsville's  
29 performance hereof shall terminate immediately upon close of the fiscal year  
30 for which funds have been appropriated. Similarly, in the event Mount Rainier  
31 funds required to perform this agreement are not appropriated for a later fiscal  
32 year, Mount Rainier's participation hereof shall terminate immediately upon  
33 the close of the fiscal year for which the funds have been appropriated. Each  
34 party will immediately notify the other if their respective City Councils do not  
35 appropriate funds required to perform this agreement in the upcoming fiscal  
36 year. In the event Mount Rainier desires to renew this agreement for any  
37 succeeding three (3) year period, it shall notify the Hyattsville Chief not later  
38 than December 31 next preceding the expiration date of this agreement that it  
39 wishes to renew this agreement whereupon the Hyattsville Chief shall notify  
40 Mount Rainier in writing not later than the succeeding last day of January of  
41 the acceptance of such renewal for an additional three (3) year period or such  
42 other terms may be deemed desirable, otherwise, this agreement shall finally  
43 terminate at the end of the said initial (3) year period or the agreed extended

1 period. Notwithstanding the provisions contained herein, either party hereto  
2 may terminate this agreement as of the 1st day of July of any year upon notice  
3 in writing to the other party not less than two calendar months prior to the date  
4 of such termination.

- 5 b. In addition, for the convenience of either party, the performance of services  
6 under this contract may be terminated by either party upon ninety (90) days  
7 written notice to the other party. If this contract is terminated pursuant to this  
8 provision, then Hyattsville shall be paid for services performed or furnished  
9 prior to the effective date of termination.

10  
11 10. Equipment. All equipment presently owned by Hyattsville or purchased by  
12 Hyattsville for the performance of this contract, including communication equipment and  
13 supplies, shall be and remain the property of Hyattsville.  
14

15 11. Miscellaneous.

- 16  
17 a. Phone Numbers. The phone numbers for Mount Rainier police services, which  
18 Mt. Rainier shall have automatically transferred to Hyattsville Dispatch,  
19 effective July 1, 2017, shall be as follows:

- 20 1. (301) 985-6565 shall be for police emergency only.  
21 2. (301) 985-6566 shall be for requesting non-emergency police services.  
22 (Note, the above two lines will be answered by Hyattsville police  
23 dispatchers/communications clerks.)

24 b. Vehicle Impounds. Vehicle impounds will be released from Hyattsville  
25 twenty-four (24) hours a day in accordance with Mount Rainier police procedures.

26 c. Citizen Complaints. Disputes between Mount Rainier citizens and the  
27 Hyattsville dispatcher/communications clerk handling incoming calls for police services for  
28 Mount Rainier shall be handled through Hyattsville police policies and procedures. Citizen  
29 complaint forms will be available at the Mount Rainier Police Department, and any written  
30 complaints received by the Mount Rainier Police Department shall be promptly forwarded to the  
31 Hyattsville Chief or the Chief's designee.

32 d. N.C.I.C. National Crime Information Center (N.C.I.C.) entry shall be  
33 made by Hyattsville police. All case numbers will be issued from Hyattsville police.  
34

35 12. Notices. Any required notice or other communications under this agreement shall  
36 be in writing and personally delivered or sent by facsimile and mailed as follows;  
37  
38  
39  
40  
41  
42  
43

1 If to Hyattsville:

2  
3 Douglas Holland  
4 Chief of Police  
5 City of Hyattsville  
6 Hyattsville, MD 20781  
7 Telephone: (301) 985-5046  
8 Fax: (301) 985-5074  
9

10 If to Mount Rainier:

11  
12 Michael Scott  
13 Chief of Police  
14 City of Mount Rainier  
15 1 Municipal Place  
16 Mount Rainier, MD 20712  
17 Telephone: (301) 985-6575  
18 Fax: (301) 985-6570  
19

20 or to such other person or address as either party shall have designated by a notice in writing to  
21 the other. Copies of all notices also shall be sent to the City Administrator for Hyattsville and  
22 Mount Rainier, as applicable. Notices shall be deemed given when personally delivered or when  
23 sent by facsimile and deposited properly addressed and postage prepaid, in the United States  
24 mail.  
25

26 13. Terms and Conditions. This agreement contains all the terms and conditions  
27 agreed upon by the parties hereto and supersedes and cancels any and all previous agreements.  
28 No other agreements, oral or otherwise, shall be deemed to exist or bind any of the said parties  
29 with regard to the police communications as set forth herein. This agreement shall be binding on  
30 the parties and their successors and assigns.  
31

32 IN WITNESS WHEREOF the City of Mount Rainier, pursuant to a Resolution duly  
33 adopted by its City Council on JUNE 6, 2017 has caused this agreement to be signed by its  
34 Mayor and attested by its Clerk, and the City of Hyattsville, pursuant to a Resolution duly  
35 adopted by its City Council on MARCH 6, 2017 has caused this agreement to be signed by its  
36 Mayor and attested by its Clerk.  
37  
38  
39  
40  
41  
42  
43

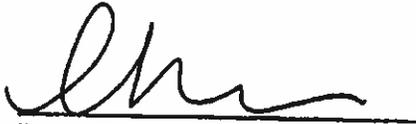
1 Attest:

2

3

4

5



Laura Reams, City Clerk

7

8

9 Attest:

10

11

12

13

 y:

Brishay Corbin, City Clerk

MIRANDA BRAATZ  
CITY MANAGER

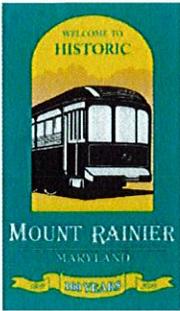
CITY OF HYATTSVILLE  
A Municipal Corporation

By:

  
Candace B. Hollingsworth, Mayor

CITY OF MOUNT RAINIER  
A Municipal Corporation

  
Malinda Miles, Mayor



Introduced: February 7th, 2017

Adopted: March 7th, 2017

**CITY OF MOUNT RAINIER, MARYLAND  
RESOLUTION NO. 05-2017**

(Drafted by Kenneth Sigman, City Attorney)

**Authorizing a Written Policy Governing the Control and Use of City Credit Cards**

**WHEREAS**, the use of credit cards is a convenient and sometimes necessary method of payment for the procurement of goods and services for the operation of the City government; and

**WHEREAS**, a thorough written policy establishing rules for the use of credit cards by City employees and the oversight of credit card use will reduce the risk of improper use of City credit cards.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER, MARYLAND, THAT**

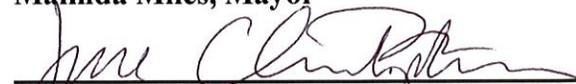
The City Manager, effective immediately, is hereby authorized to promulgate the attached Written Policy Governing Purchases and the Control and Use of Credit Cards, and to make such amendments to said policy in the future as events, circumstances and experience dictate.

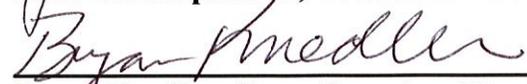
**THIS RESOLUTION IS ADOPTED BY THE COUNCIL OF THE CITY OF MOUNT RAINIER THIS 7<sup>th</sup> DAY OF MARCH, 2017.**

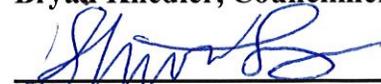
Attest:

  
\_\_\_\_\_  
Miranda Braatz, City Manager

  
\_\_\_\_\_  
Malinda Miles, Mayor

  
\_\_\_\_\_  
Jesse Christopherson, Councilmember Ward 1

  
\_\_\_\_\_  
Bryan Knedler, Councilmember Ward 2

  
\_\_\_\_\_  
Shivali Shah, Councilmember Ward 2

# Corporate Credit Card Policy – Company Pay

## Summary

- The corporate card cannot be used for cash advances, personal or non-business related purchases or the purchase of alcohol
- All entities are tax-exempt. As such when using the credit card, the user should ensure that the vendor is provided with the tax-exempt forms and that, when possible, they are not charged state sales tax.
- Card numbers should not be distributed beyond the cardholder's designee and should not be saved in online accounts to which others have access.
- The cardholder is responsible for ensuring the credit card purchases are within budget and properly approved.
- Receipts need to be turned in to the finance department no later than one week of the closing date of the statement.
- Any receipts for meals or entertainment must clearly indicate the names of all persons attending the meal and the business purpose of the meeting.

## Background

The preferred payment method is through vendor invoices and corporate checks. This method allows for budget compliance and insures that the organization gets certain discounts and does not pay sales taxes. However, in some cases, this is not feasible for a variety of reasons. As such, select people are provided with corporate credit cards.

## Eligibility

Only personnel specifically authorized by the City Manager are provided with corporate credit cards.

## Allowable Uses

Corporate credit cards are for business purposes only of the entity for which the card is issued (joint purchases related to multiple entities are acceptable). Corporate cards may not be used for cash advances for any reason. **Under no circumstances shall the City corporate card be used for the purchase of alcohol.** Corporate credit cards are not intended for purchases that can otherwise be paid for using corporate checks. Instead they are intended for vendors that do not accept corporate checks, purchases during travel or emergency purchases.

## Tax Exemption

All purchases for the City of Mount Rainier are exempt from state sales tax. The documentation is available upon request from the finance department. All purchasers should provide this information to vendors at the time of purchase and do what is feasible to ensure that they are not paying state sales tax on purchases.

## **Card Number Security**

The person whose name the corporate credit card is in is solely responsible for all purchases on the card and ensuring that their credit card number is not used by unauthorized personnel. As such, the cardholder shall NOT share their card number with anyone other than their official designee. In addition, the credit card should not be stored in an online account that anyone other than the cardholder and their designee have access to.

## **Approvals**

All purchases with corporate cards are to be expressly approved by the card holder along with the Director of Finance or City Manager. No purchases shall be made for amounts not included in the entity's budget or outside the adopted Procurement Policy of the City.

## **Statements**

Credit card statements are mailed directly to the finance department. The finance department then scans the statements and emails it to the card holder and their designee.

## **Receipts**

The credit card holder or their designee is responsible for receiving, printing and retaining all receipts related to credit card purchases. This includes receipts related to online purchases and restaurant purchases. The cardholder or their designee shall label all receipts with a description of what it is for to ensure proper coding by the finance department. **All receipts must be submitted to the finance department within one week of the closing date of their statement.** Original receipts should be sent by inter-office mail to the finance department (with a copy retained by the card holder or their designee). If time is an issue, receipts can be scanned and emailed or faxed to the Finance Department to meet the deadline and then the original receipts can be sent via inter-office mail at a later date. If a receipt is accidentally lost, a written description of the items and cost must be submitted for approval to the City Manager (or their designee). Please understand that we routinely are audited on our credit cards and thus it is especially important that all food and large purchases are properly documented with the receipt.

## **Termination**

Upon the termination of employment of a cardholder for any reason, all cards must be cancelled and returned to the designated person, along with any other company owned items.

## **Policy Violations**

Violations of this policy may result in anything from a warning to cancellation of the card to termination, depending on the severity of the violation.

# Corporate Credit Card – Company Pay Policy Acknowledgement

## Primary Card Holder

I, \_\_\_\_\_, hereby acknowledge that I have received/am requested a corporate credit card in my name. I have been provided with and read the corporate credit card policy, and I understand that I am responsible for complying with the policy rules. I understand that violation of such policy may result in consequences including cancellation of my card or my termination.

I would like to designate \_\_\_\_\_ as an authorized user of my card.

\_\_\_\_\_  
Primary Card Holder Signature

\_\_\_\_\_  
Date

## Designee

I, \_\_\_\_\_, hereby acknowledge that I have been designated as a user of the primary card holder above. I understand that all charges that I make using the card will be approved by the primary card holder before I use the card. I have been provided with and read the corporate credit card policy, and I understand that I am responsible for complying with the policy rules. I understand that violation of such policy may result in consequences including cancellation of my card or my termination.

\_\_\_\_\_  
Designee Signature

\_\_\_\_\_  
Date