



THE MARYLAND-NATIONAL CAPITAL
Park and Planning Commission

COMMISSION MEETING

March 20, 2024

10:00 a.m. – 12:00 p.m.

Wheaton Headquarters
Auditorium
2425 Reddie Drive
Wheaton, Maryland 20902

and via teleconference

MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MEETING AGENDA

Wednesday, March 20, 2024
10:00 am to 12:00 noon

Hybrid – Online & Wheaton Headquarters Auditorium, Wheaton, Maryland

		<u>ACTION</u>	
		Motion	Second
1.	Approval of Commission Agenda (10:00 a.m.)	(*) Page 1	
2.	Approval of Commission Minutes (10:05 a.m.)		
	a) Open Session – January 17, 2024	(*) Page 3	
3.	General Announcements (10:05 a.m.)		
	a) Women’s History Month		
	b) St. Patrick’s Day		
	c) National Colorectal Cancer Awareness Month		
	d) National Nutrition Month		
	e) Upcoming Stress Awareness Month		
	f) Upcoming Alcohol Awareness Month		
	g) Financial Disclosure Filing Requirement Reminder		
4.	Committee and Board Reports (10:10 a.m.)		
	a) Employees’ Retirement System Board of Trustees Regular Meeting Minutes from February 6, 2024		Page 5
5.	Action and Presentation Items (10:15 a.m.)		
	a) Resolution 24-04 Montgomery County Bond Sale (Cohen)	(*) Page 9	
	b) Resolution 24-05 Perpetual Easement of M-NCPPC Property to Prince George’s County at Riverview Park located in Fort Washington (Sun)	(*) Page 53	
	c) Resolution 24-06 Memorandum of Understanding and Reciprocal Enforcement between The M-NCPPC and the University of Maryland College Park Police Department (Aniton)	(*) Page 63	
	d) Acknowledgement of Sergeant Anton White as the Fraternal Order of Police Represented Employee to the ERS Board of Trustees for the remainder of the term ending June 30, 2024 (Rose)	(*) Page 99	
6.	Officers’ Reports (10:40 a.m.)		
	<u>Executive Director’s Report</u>		
	a) Late Evaluation Report, January 2024 (For Information Only)		Page 101
	b) MFD Quarterly Report (For Information Only)		Page 103
	c) Quarterly Budget Transfers Report (For Information Only)		Page 117
	<u>Secretary Treasurer</u>		
	<i>No report scheduled</i>		
	<u>General Counsel</u>		
	d) Litigation Report (For Information Only)		Page 119
<i>Pursuant to the Maryland General Provisions Article of the Annotated Code of Maryland, Section 3-305(b), (9), a closed session is proposed to consider matters relating to collective bargaining negotiations with the Municipal and County Government Employees’ Organization and the Fraternal Order of Police bargaining units to preserve the Commission’s negotiating position.</i>			
7.	<u>Closed Session</u>		
	a) Collective Bargaining Update		

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Commission Meeting
Open Session Minutes
February 21, 2024

The Maryland-National Capital Park and Planning Commission met in hybrid, in-person/videoconference, with the Chair initiating the meeting at the Parks and Recreation Administration Building Auditorium in Riverdale, Maryland. The meeting was broadcast by the Department of Parks and Recreation, Prince George's County.

PRESENT

Prince George's County Commissioners

Peter A. Shapiro, Chair
Dorothy Bailey
William Doerner

Montgomery County Commissioners

Artie Harris, Vice Chair
Shawn Bartley
James Hedrick
Josh Linden
Mitra Pedoeem

NOT PRESENT

Manuel Geraldo
A. Shuanise Washington

Chair Shapiro called the meeting to order at 10:03 a.m.

ITEM 1 APPROVAL OF COMMISSION AGENDA
ACTION: See item 2

ITEM 2 APPROVAL OF COMMISSION MINUTES
Open Session – 1/17/24
Motion by Vice Chair Harris to adopt the 2/21/24 Agenda and
1/17/24 Open Session Minutes
Seconded by Commissioner Bailey
Pedoeem abstained
Hedrick supported (post-vote – technical issues)

7 approved the 2/21/24 agenda
7 approved the 1/17/24 minutes

ITEM 3 GENERAL ANNOUNCEMENTS
a) National Blood Donor Month
b) American / National Heart Month
c) M-NCPPC Black History Month
d) Upcoming Women's History Month
e) Financial Disclosure Filing Requirement Reminder
f) Commission Service Awards for Employees celebrating 25+ years of service

Chair Shapiro also shared a video provided by Bill Foelsch, representing the American Academy for Parks and Recreation Administration, congratulating the M-NCPPC on receiving the National Gold Medal finalist award, the premier national award recognizing agencies for their outstanding parks and recreation administration throughout the United States.

After the video, Chair Shapiro and Vice-Chair Harris thanked the American Academy for Parks and Recreation Administration and National Parks and Recreation Administration and said they were proud to receive the finalist plaque for excellence in Parks and Recreation Administration. Chair Shapiro said the road to the award is no easy feat and would not be possible without the dedication and hard work of hundreds of M-NCPPC staff and volunteers.

ITEM 4 COMMITTEE AND BOARD REPORTS

- a) Employees' Retirement System Board of Trustees Regular meeting Minutes from December 5, 2023.

ITEM 5 ACTION/PRESENTATION ITEMS

- a) Diversity Council Annual Report & Diversity Council Membership Update (Outgoing 2022-23 / Incoming 2024-2025 Members)

Ms. Genevieve Jennai, outgoing co-chair of the Diversity Council presented the Diversity Council's 2023 Annual Report, as included in the packet.

Commissioner Bartley commended Diversity Council for their work, particularly on their work with inclusivity, citing advances in gender-neutral language in the agency's forms and materials. Chair Shapiro shared his appreciation for incoming/outgoing members and their support of the M-NCPPC's mission. The chairs recognized that the Council's work makes the M-NCPPC stronger and helps the agency deliver more effective services, making it a more welcome and inclusive workplace.

ITEM 6 OFFICERS' REPORTS

Executive Director's Report

- a) Late Evaluation Report, January 2024 (For Information Only)

Secretary-Treasurer's Report

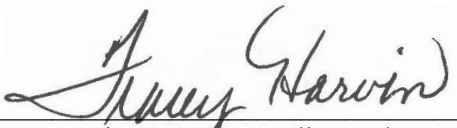
No report scheduled

General Counsel's Report

- b) Litigation Report (For information only)

With no other business to discuss, Chair Shapiro adjourned the meeting at 10:20 a.m.


James Adams, Senior Technical Writer


Tracey Harvin, Corporate Policy and Management
Operations Director, for
Asuntha Chiang-Smith, Executive Director



EMPLOYEES' RETIREMENT SYSTEM
The Maryland-National Capital Park and Planning Commission

BOARD OF TRUSTEES MEETING MINUTES
Tuesday, February 6, 2024; 10:00 a.m.
Kenilworth Office Building, Riverdale, MD
(Virtual Meeting via Microsoft Teams)

The Maryland-National Capital Park and Planning Commission (“Commission”) Employees’ Retirement System (“ERS”) Board of Trustees (“Board”) met virtually via Microsoft Teams with CHAIR SHAPIRO leading the call on Tuesday, February 6, 2024. The meeting was called to order at 10:00 a.m. by CHAIR SHAPIRO.

Board Members Present

Peter A. Shapiro, Board of Trustees Chair, Prince George’s County Commissioner
James Hedrick, Board of Trustees Vice Chair, Montgomery County Commissioner
Gavin Cohen, CPA, M-NCPPC Secretary-Treasurer, Ex-Officio
Sheila Morgan-Johnson, Prince George’s County Public Member
Elaine A. Stookey, Bi-County Open Trustee
Theodore J. Russell III, Prince George’s County Open Trustee
Caroline McCarthy, Montgomery County Open Trustee
Pamela F. Gogol, Montgomery County Public Member
Lisa Blackwell-Brown, MCGEO Represented Trustee

Joined at 10:01 a.m.

Board Members Absent

Asuntha Chiang-Smith, M-NCPPC Executive Director, Ex-Officio

ERS Staff Present

Andrea L. Rose, Executive Director
Jaclyn F. Harris, Deputy Executive Director
Alicia C. Stanford, Administrative Specialist
Sheila Joynes, Accounting Manager

Presentations

Michael “Wes” Aniton, M-NCPPC Office of the General Counsel, Deputy General Counsel

ITEM 1. APPROVAL OF THE FEBRUARY 6, 2024, CONSENT AGENDA

ACTION: MS. GOGOL made a motion, seconded by VICE CHAIR HEDRICK to approve the Consent Agenda of February 6, 2024. The motion PASSED (9-0). (Motion # 24-1).

ITEM 2. CHAIR’S ITEMS

Ms. Rose informed the Board that Howard Brown, Fraternal Order of Police (FOP) Represented Trustee, is on leave and retiring effective April 1, 2024; therefore, he is unable to complete his term on the Board. The FOP will conduct an election for a FOP Represented Trustee to serve the remainder of Sgt. Brown’s term. Sgt. Brown served on the Administration & Personnel Oversight Committee (“Personnel Committee”) and due to this vacancy, another trustee will replace him on the Personnel Committee. As outlined in the Governance Manual, the Chair shall make committee

assignments, subject to Board approval. Chair Shapiro recommended Theodore Russell to serve on the Personnel Committee.

ACTION: MR. COHEN made a motion, seconded by VICE CHAIR HEDRICK, to approve the assignment of Theodore Russell to the Administration & Personnel Oversight Committee. The motion PASSED (9-0). (Motion # 24-2).

ITEM 3. MISCELLANEOUS – No discussion or questions from the Trustees.

ITEM 4. CONSULTANT/MANAGER PRESENTATION

Presentation by Michael “Wes” Aniton, Office of the General Counsel, Deputy General Counsel

Michael “Wes” Aniton, Deputy General Counsel, presented an Ethics and Fiduciary Responsibility Workshop. The Board is committed to completing an annual training session on ethics and fiduciary responsibilities as part of its work program. The Board and trustees from the Commission’s 115 Trust were provided a Fiduciary Ethics Presentation for review prior to the training. The training included a discussion of the legal requirements as a trustee under the Maryland Code governing fiduciary responsibilities and Public Ethics Law, as well as adherence to the ERS Ethics Policy included in the Governance Manual. The training also highlighted three (3) key fiduciary duties (Care, Obedience and Loyalty), prohibited transactions, whistleblowing, conflicts of interest, rules surrounding gifts, resolving conflicts of interest and disclosure of conflict, liability, enforcement and penalties, and confidentiality.

ITEM 5. EXECUTIVE DIRECTOR’S REPORT

Ms. Rose presented the Executive Director’s report dated January 28, 2024. Ms. Rose informed the Board that technical upgrades delaying the annual disaster recovery test have now been resolved with testing rescheduled for February 8, 2024. The ERS issued an RFP for investment consulting services on January 4, 2024 and staff have responded to 40 questions from several investment consulting firms. The submission deadline for proposals is February 20, 2024. The Investment Monitoring Group will review RFP submissions beginning in March 2024 and presentations from the selected investment consulting finalists will be held in-person at the May 2024 Board meeting. Due to a scheduling conflict with the Commission Service Awards Ceremony, the May 7th Board meeting was moved to Wednesday, May 8, 2024. Ms. Rose informed the Board that after going live with the new MemberDirect self-service portal, active members are enrolling and gaining access to their retirement information and the ability to run personalized retirement benefit estimates. Staff plans to provide enrollment statistics, early feedback, and a demonstration of the portal at a future Board meeting.

ERS staff met with Cheiron, the Commission’s Deputy Executive Director, Secretary-Treasurer, and Human Resources Director on January 31, 2024 to discuss the impact of inflation and salary increases on the employer contribution rate and to determine whether an experience study to review the salary assumption study was warranted prior to the next Plan experience study. Given the current economy and unusual salary experience in recent years, Cheiron confirmed looking backwards to project future salary assumptions would result in outsized increases in liabilities and would not help develop a better salary assumption. Instead, Cheiron recommended the Commission involve Cheiron with future negotiations to see how any potential salary increases would impact the ERS. Given Cheiron’s recommendation, an expected tightening in the labor market and that the next experience study is scheduled to follow the June 30, 2025 valuation, ERS and Commission staff determined an experience study to review the salary assumption was not warranted prior to the next Plan experience study and no action was recommended at this time.

ITEM 6. CLOSED SESSION

ACTION: MS. GOGOL made a motion, seconded by VICE CHAIR HEDRICK to go into closed session pursuant to the General Provisions Article of the Annotated Code of Maryland Section 3-305(b)(1) to discuss the performance evaluation and compensation of an employee, over whom this public body has jurisdiction and Section 3-305(b)(7) to consult with counsel to obtain legal advice on a legal matter. The motion PASSED (9-0). (Motion # 24-3).

During Closed Session, the following action was taken:

1. The Board discussed the performance evaluation and compensation of an employee and approved a recommendation from the Administration & Personnel Oversight Committee.
2. The Board considered matters related to negotiation of a pending contract for professional services, received guidance from legal counsel, and approved actions as recommended by legal counsel.

Board of Trustees in Closed Session: Chair Shapiro, Vice Chair Hedrick, Gavin Cohen, Sheila Morgan-Johnson, Theodore Russell III, Elaine Stookey, Caroline McCarthy, Pamela Gogol, and Lisa Blackwell-Brown

ACTION: VICE CHAIR HEDRICK made a motion, seconded by MR. RUSSELL to ratify items taken in Closed Session. The motion PASSED (9-0) (Motion # 24-6).

ITEM 7. ADMINISTRATIVE FUNCTION

The Board recessed to perform administrative functions not subject to the Open Meetings Act, pursuant to Section 3-104 of the General Provisions Article of the Annotated Code of Maryland.

The Board meeting of February 6, 2024, adjourned at 11:37 a.m.

Respectfully,

Alicia C. Stanford

Alicia C. Stanford
Administrative Specialist

Andrea L. Rose

Andrea L. Rose
Executive Director

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RESOLUTION NO. 24-04

\$8,000,000
Montgomery County
General Obligation
Park Acquisition and Development Project Bonds,
Series MC-2024A

RECITALS

The Maryland-National Capital Park and Planning Commission (the “Commission”) has determined to authorize the issuance of one or more series of its Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2024A in an aggregate amount not to exceed \$8,000,000 (collectively, the “Bonds”), pursuant to Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland, as amended (the “Land Use Article”). The Commission is authorizing the issuance of the Bonds (1) to finance and refinance the cost of certain park acquisition and development projects in Montgomery County, Maryland as further described on Exhibit A (collectively, the “Projects”) and (2) to pay the costs of issuance related to the Bonds.

The Bonds may be issued in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Commission or its authorized designee may determine is advisable in consultation with the financial advisor to the Commission and its bond counsel.

BE IT RESOLVED BY THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION:

Section 1: Authorization of Bonds. Acting pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article, the Commission hereby authorizes the borrowing of a sum not to exceed \$8,000,000 and the evidencing of such borrowing by the issuance of one or more series of its Bonds in like aggregate principal amount, to be designated

“Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2024A”, or as further designated by the Secretary-Treasurer. The Bonds are being issued in order to provide funds (i) to pay the costs of the Projects and (ii) to pay, at the discretion of the Secretary-Treasurer, all or a portion of the costs of issuance of the Bonds. The types of projects for which the Bonds will be issued are set forth in Exhibit A. The Secretary-Treasurer of the Commission is authorized to make changes to such Projects set forth in Exhibit A as the Secretary-Treasurer of the Commission determines to be in the best interest of the Commission.

Section 2: Terms of the Bonds.

(a) General Provisions. The Bonds shall be issued as fully registered bonds. The Commission hereby authorizes the Secretary-Treasurer of the Commission, in consultation with its bond counsel and financial advisor, to determine and approve on behalf of the Commission the denominations, the form, terms and conditions, the method of determining the interest rates (variable or fixed), the maturity schedule, the redemption provisions, if any, the amount of the good faith deposit, if any, the dates and the terms and conditions of the sale and delivery of the Bonds, and all other terms, conditions and provisions relating to the issuance, sale and delivery of the Bonds, in accordance with the provisions of this Resolution.

The Bonds shall be numbered from No. R-1 upward, shall be dated and mature (subject to the right of prior redemption, if any) as determined by the Secretary-Treasurer, in the principal amounts approved by the Secretary-Treasurer of the Commission, at or prior to the sale of the Bonds; provided however, that in no event shall the Bonds mature later than 50 years from the date of issue as required by Section 18-203(e) of the Land Use Article.

(b) Book-Entry. The Bonds shall initially be maintained under a book-entry system with The Depository Trust Company, New York, New York, or other securities depository, and

shall be registered in the name of the nominee of such securities depository, all as more fully set forth in an official statement or offering memorandum with respect to the issuance and sale of the Bonds, *provided* the Secretary-Treasurer does not determine that it is in the best interest of the Commission to initially maintain the Bonds under a system other than the book-entry system. The Secretary-Treasurer is hereby authorized to take all action necessary or appropriate to provide for the issuance of the Bonds in book-entry form, including (without limitation) execution of letters of representations with The Depository Trust Company, or such other securities depository. If in the judgment of the Secretary-Treasurer it is in the best interests of the Commission to maintain the Bonds or any series of the Bonds under a system other than the book-entry system or to discontinue the maintenance of the Bonds or any series of the Bonds under a book-entry system, the Secretary-Treasurer is hereby authorized to provide for the termination of the book-entry system, if necessary, and the delivery of printed certificates for such Bonds in lieu thereof. The Secretary-Treasurer may designate a different securities depository.

(c) County Guaranty. The Bonds shall be guaranteed as to payment of principal and interest by Montgomery County, Maryland (“Montgomery County”), as required by Section 18-204(c) of the Land Use Article, and such guaranty shall be endorsed on each bond certificate in the manner hereinafter provided as required by Section 18-204(c) of the Land Use Article. The Secretary-Treasurer is hereby authorized and directed to arrange with the County Executive of Montgomery County for the endorsement on the Bonds of the guarantee of the payment of the principal thereof and interest thereon, as herein outlined and as required by law. The Bonds shall not be delivered until after the endorsement of such guaranty thereon.

(d) Interest Provisions. The Secretary-Treasurer shall determine and approve the method for setting the rates of interest for the Bonds. The rates of interest for the Bonds shall be

as determined and approved by the Secretary-Treasurer to be in the best interest of the Commission. If the Bonds are competitively sold, the Bonds shall bear interest at the rate or rates for each maturity named by the successful bidder for the Bonds, in accordance with the terms of the Notice of Sale hereinafter adopted. Interest shall be payable on the dates (each, an “Interest Payment Date”) and in the manner determined by the Secretary-Treasurer. The Bonds shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or from their date if no interest has been paid on the Bonds.

(e) Redemption Provisions. The Bonds may be subject to redemption at the times, upon the terms and conditions and at the redemption prices approved by the Secretary-Treasurer in consultation with the Commission’s financial advisor and bond counsel, at or prior to the sale of the Bonds.

Section 3: Execution. The Bonds shall be signed by the manual or facsimile signature of the Chair of the Commission and shall be attested by the manual or facsimile signature of the Secretary-Treasurer of the Commission. There shall be printed on each of the Bonds a facsimile of the seal of the Commission. In case any officer of the Commission whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, or in the case that any such officer shall take office subsequent to the date of issue of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for the purposes herein intended.

Section 4: Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication of such Bond substantially in the form hereinafter adopted shall have been duly executed by the Registrar (hereinafter defined) and such executed certificate of the Registrar on

such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Registrar's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Registrar. It shall not be necessary that the same officer or signatory of the Registrar sign the certificate of authentication for all the Bonds issued hereunder.

Section 5: Payment of Bonds. The principal of, premium, if any, and interest on the Bonds shall be payable in lawful money of the United States of America at the time of payment. So long as the Bonds or any series of the Bonds are maintained under a book-entry system with The Depository Trust Company, principal of and premium, if any, and interest on such Bonds shall be payable to Cede & Co., as nominee of The Depository Trust Company, all as described in an official statement or offering memorandum related to such Bonds. If the book-entry system for the Bonds or any series of the Bonds shall be discontinued in accordance with this Resolution, the principal of and premium, if any, on such Bonds shall be payable upon presentation thereof at a designated corporate trust office of a bank or other entity hereafter to be determined by the Secretary-Treasurer, which bank or other entity, or any successor thereof, shall be designated as paying agent for such Bonds (the "Paying Agent"). Interest on such Bonds shall be payable by wire transfer, check or draft mailed by the Paying Agent to the registered owners thereof as of the record date immediately preceding each Interest Payment Date (the "Record Date") at their addresses as they appear on the Bond Register (hereinafter defined) or to such other address as is furnished to the Paying Agent by a registered owner. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will act as the Paying Agent or designate a Paying Agent as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time.

When there is no existing default in the payment of interest on the Bonds, the person in whose name any Bond is registered on the Record Date with respect to an Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date (unless such Bond has been called for redemption on a redemption date which is prior to such Interest Payment Date) notwithstanding the cancellation of such Bond upon any registration of transfer or exchange thereof subsequent to such Record Date and prior to such Interest Payment Date.

Any interest on any Bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the registered owner of the Bond on the relevant Record Date by virtue of having been such owner; and such Defaulted Interest shall be paid by the Paying Agent to the person in whose name the Bond is registered at the close of business on a date (the "Special Record Date") which shall be fixed by the Secretary-Treasurer in consultation with the Paying Agent and bond counsel. Defaulted Interest shall be paid to the persons in whose names the Bonds are registered on such Special Record Date.

Subject to the foregoing provisions of this Section, each Bond delivered under this Resolution upon transfer of or in exchange for or in lieu of any other Bond shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

Section 6: Registration, Transfer or Exchange of Bonds. The Commission shall cause to be kept at a designated corporate trust office of a bank or another designated entity hereafter to be determined by the Secretary-Treasurer, which shall be appointed the Registrar for the Bonds (the "Registrar"), a register (the "Bond Register") for the registration of the transfer or exchange of the Bonds. The Secretary-Treasurer may determine that the Office of the Secretary-Treasurer of the Commission will serve as the Registrar or the Secretary-Treasurer may appoint a

Registrar as provided in this Resolution. Such designation by the Secretary-Treasurer may be done at any time and from time to time. Each Bond shall be registered and transferred or exchanged in accordance with the terms and conditions with respect thereto set forth in such Bond, the form of which is hereinafter adopted.

Section 7: Cancellation of Bonds. The Bonds paid at maturity or upon prior redemption shall be canceled and destroyed by the Registrar in accordance with practices that are commonly used in the marketplace at that time and certificates of such action shall be transmitted to the Commission.

Section 8: Form of Bonds. The Bonds hereby authorized shall be in substantially the form attached hereto as Exhibit B, with appropriate insertions as therein set forth, which is hereby adopted by the Commission as the approved form of the obligations to be incurred by it, and all the covenants, conditions and representations contained in said form are hereby declared to be binding on the Commission and to constitute contracts between the Commission and the holders from time to time of the Bonds, said contracts to become binding when the Bonds are executed and delivered as herein authorized. Such form may be modified by the Secretary-Treasurer in accordance with the provisions of this Resolution, including but not limited to, modifications for the issuance of bonds in the form of serial bonds, term bonds, commercial paper, variable rate demand bonds or such other form as the Secretary-Treasurer may determine advisable in consultation with the financial advisor to the Commission and its bond counsel and modifications to reflect the maintenance of the Bonds under a book-entry system or the termination of a book-entry system as provided herein.

Section 9: Negotiated Sale. The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by private negotiated sale on behalf of the Commission as

authorized by Section 18-203(f) of the Land Use Article. The Chair or Vice Chair and the Secretary-Treasurer of the Commission, in consultation with bond counsel and the financial advisor to the Commission, are hereby authorized to determine on behalf of the Commission the method for conducting such private negotiated sale. The Secretary-Treasurer is hereby authorized to solicit and accept proposals for the sale of such Bonds on a private, negotiated basis. The Secretary-Treasurer of the Commission is hereby authorized to negotiate an agreement for the purchase of such Bonds (the “Bond Purchase Agreement”), to be approved by the Secretary-Treasurer in consultation with the Planning Board of Montgomery County, in accordance with the limitations set forth in this Resolution.

Section 10: Public Sale; Notice of Sale. The Secretary-Treasurer is hereby authorized to sell the Bonds or any series of the Bonds by public competitive sale on behalf of the Commission as authorized by Section 18-203(f) of the Land Use Article. In the event of a public sale, the Secretary-Treasurer is hereby authorized to advertise such sale by any electronic medium or financial journal or to publish a notice of sale or a summary thereof calling for bids for such Bonds in such other manner as the Secretary-Treasurer shall deem appropriate. The Secretary-Treasurer is authorized to offer the Bonds or any series of the Bonds for sale by competitive bid and accept bids, including but not limited to electronic bids via such service provider as the Secretary-Treasurer deems appropriate upon the advice of the financial advisor to the Commission. Said notice of sale shall be substantially in the form of Exhibit C attached hereto, subject to such changes, insertions (including without limitation the insertion of the appropriate amounts and dates in the respective spaces provided therefor in such form) and amendments as the Secretary-Treasurer deems necessary and approves upon the advice of bond counsel and the financial advisor to the Commission, the Secretary-Treasurer’s publication of such notice to constitute conclusive

evidence of the approval of the Secretary-Treasurer of all changes from the form set forth in Exhibit C. In lieu of publishing the entire notice of sale as set forth in Exhibit C in a financial journal or by electronic medium as above specified, the Secretary-Treasurer, upon the advice of the financial advisor to the Commission, may determine to publish a summary of said notice of sale.

Section 11: Official Statement.

(a) The Secretary-Treasurer may prepare a private placement memorandum, a preliminary official statement, a final official statement or another form of offering document (collectively, the “Official Statement”) and a notice of sale with respect to the issuance and sale of any series of the Bonds, including any financial and other information about the Commission and Montgomery County deemed appropriate by the Secretary-Treasurer.

(b) The Secretary-Treasurer is hereby authorized and directed to make all arrangements for the printing, execution and delivery of the Official Statement and certificates for any series of the Bonds.

Section 12: Use of Bond Proceeds. The proceeds of the sale of the Bonds (i) shall be used to pay the costs of the Projects, and (ii) may be used to pay all or a portion of the issuance costs of the Bonds.

Section 13: Tax Pledge. The Commission hereby pledges its full faith and credit and the proceeds of the taxes required to be levied and collected for the Commission by Montgomery County under Section 18-304 of the Land Use Article, to the payment of the principal of and premium and interest on the Bonds as they become due.

The Commission covenants with each and every holder, from time to time, of the Bonds issued hereunder to allocate the proceeds of said taxes, as received, *pari passu*, to debt service on

all outstanding bonds and notes issued by it, including the Bonds, payable from said taxes, subject only to the prior rights of the holders of bonds of the Commission which are secured by a pledge of a specific portion of said tax. The Commission further covenants not to issue any additional bonds or notes payable from said taxes in excess of the limits prescribed, from time to time, by Section 18-203(d) of the Land Use Article.

With respect to the Bonds hereby authorized, the Commission covenants with the holders thereof annually to submit to Montgomery County a budget requesting the imposition of said taxes to produce the revenues to pay the debt service to which the revenues from said taxes is pledged hereby, and to take all action it legally can take to compel Montgomery County to impose taxes at rates sufficient for the purpose and to fulfill and perform its guarantee of the payment, when due, of the principal of and interest on the Bonds.

Section 14: Tax and Arbitrage Covenants. The Secretary-Treasurer shall be the officer of the Commission responsible for the issuance of the Bonds within the meaning of the Arbitrage Regulations (defined herein). The Secretary-Treasurer shall also be the officer of the Commission responsible for the execution and delivery (on the date of issuance of the Bonds) of a certificate of the Commission (the “Section 148 Certificate”) which complies with the requirements of Section 148 of the Internal Revenue Code of 1986, as amended (“Section 148”), and the applicable regulations thereunder (the “Arbitrage Regulations”), and such official is hereby directed to execute the Section 148 Certificate and to deliver the same to bond counsel on the date of the issuance of the Bonds.

The Commission shall set forth in the Section 148 Certificate its reasonable expectations as to relevant facts, estimates and circumstances relating to the use of the proceeds of the Bonds, or of any moneys, securities or other obligations to the credit of any account of the Commission

which may be deemed to be proceeds of the Bonds pursuant to Section 148 or the Arbitrage Regulations (collectively, “Bond Proceeds”). The Commission covenants that the facts, estimates and circumstances set forth in the Section 148 Certificate will be based on the Commission’s reasonable expectations on the date of issuance of the Bonds and will be, to the best of the certifying officials’ knowledge, true and correct as of that date.

The Commission covenants and agrees with each of the holders of any of the Bonds that it will not make, or (to the extent that it exercises control or direction) permit to be made, any use of the Bond Proceeds which would cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 and the Arbitrage Regulations. The Commission further covenants that it will comply with Section 148 and the regulations thereunder which are applicable to the Bonds on the date of issuance of the Bonds and which may subsequently lawfully be made applicable to the Bonds.

The Commission further covenants that it shall make such use of the proceeds of the Bonds, regulate the investment of the proceeds thereof, and take such other and further actions as may be required to maintain the excludability from gross income for federal income tax purposes of interest on the Bonds. All officers, employees and agents of the Commission are hereby authorized and directed to take such actions, and to provide such certifications of facts and estimates regarding the amount and use of the proceeds of the Bonds, as may be necessary or appropriate from time to time to comply with, or to evidence the Commission’s compliance with, the covenants set forth in this Section.

The Secretary-Treasurer, on behalf of the Commission, may make such covenants or agreements in connection with the issuance of the Bonds as such official shall deem advisable in order to assure the registered owners of the Bonds that interest thereon shall be and remain excludable from gross income for federal income tax purposes, and such covenants or agreements

shall be binding on the Commission so long as the observance by the Commission of any such covenants or agreements is necessary in connection with the maintenance of the exclusion of the interest on the Bonds from gross income for federal income tax purposes. The foregoing covenants and agreements may include such covenants or agreements on behalf of the Commission regarding compliance with the provisions of the Internal Revenue Code of 1986, as amended, as the Chair or Vice Chair and the Secretary-Treasurer shall deem advisable in order to assure the registered owners of the Bonds that the interest thereon shall be and remain excludable from gross income for federal income tax purposes, including (without limitation) covenants or agreements relating to the investment of the proceeds of the Bonds, the payment of rebate (or payments in lieu of rebate) to the United States, limitations on the times within which, and the purpose for which, such proceeds may be expended, or the use of specified procedures for accounting for and segregating such proceeds.

Section 15: Appointment of Trustee and other Service Providers. The Secretary-Treasurer is hereby authorized to engage the services of a trustee, a registrar, a paying agent, a credit facility provider, a broker-dealer, a placement agent, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds.

Section 16: Approval, Execution and Delivery of Documents. The Secretary-Treasurer may prepare, as appropriate and shall submit for the approval of the Chair or the Vice Chair any agreement with a registrar, a paying agent, a trustee, credit facility provider, a placement agent, a broker-dealer, a remarketing agent, an underwriter, a liquidity facility provider and such other service providers as the Secretary-Treasurer deems appropriate from time to time with respect to the Bonds or any series of the Bonds (collectively, the “Transaction Documents”). The

Chair or Vice Chair is hereby authorized to execute and deliver, as appropriate, such Transaction Documents. The Chair, Vice Chair, Secretary-Treasurer and all other authorized officers of the Commission are hereby authorized to execute and deliver such other and further documents, certifications and forms as may be necessary, appropriate or advisable in order to effectuate the transaction authorized by this Resolution.

Section 17: Continuing Disclosure Agreement. The Secretary-Treasurer is expressly authorized to approve the form of, and execute and deliver on behalf of the Commission, a continuing disclosure agreement or certificate to assist bidders and/or underwriters in complying with the requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 18: Award of Bonds. The Chair or the Vice Chair or the Secretary-Treasurer are hereby authorized with respect to the Bonds or any series of the Bonds to accept the best bid for such Bonds, reject all other bids for such Bonds, set the interest rates of such Bonds and set the maturity schedules and terms of redemption of such Bonds, in accordance with the limitations set forth in this Resolution.

Section 19: Effective Date. This Resolution shall take effect from the date of its passage.

[Remainder of Page Left Blank Intentionally]

I, GAVIN COHEN, the duly appointed, qualified and acting Secretary-Treasurer of The Maryland-National Capital Park and Planning Commission, do hereby certify that the foregoing is a true copy of Resolution No. 24-04, adopted by said Commission at a regular meeting thereof duly called and held on March 20, 2024.

I do further certify that Commissioners Bailey, Bartley, Doerner, Geraldo, Harris, Hedrick, Linden, Pedoeem, Shapiro and Washington were present. A motion to adopt was made and seconded. The Resolution was adopted [unanimously].

I do further certify that said Resolution has not been amended and is still in force and effect on the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of The Maryland-National Capital Park and Planning Commission, this ____ day of _____, 2024.

Secretary-Treasurer

CERTIFICATION

This is to certify that the foregoing is a true and correct copy of Resolution No. 24-04 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner [____], seconded by Commissioner [____], with [____], [____], Commissioners [____], [____], [____], [____] and [____] voting in favor of the motion, [with Commissioners [____] absent at its regular meeting] held on March 20, 2024 via in-person/video-conference, and broadcast by the Montgomery Planning Department.

Asuntha Chiang-Smith, Executive Director

Approved for Legal Sufficiency
/s Debra Borden, General Counsel
M-NCPPC
March 8, 2024

Projects

PDF	Project Location
871902: Park Refreshers	Caroline Freeland UP
871902: Park Refreshers	Carroll Knolls LP
871902: Park Refreshers	Long Branch Wayne LP
871902: Park Refreshers	Strathmore LP
871902: Park Refreshers	South Silver Spring Urban Rec Park (new)
998702: PLAR Local Park Minor Renov	Long Branch-Garland NP
871902: Park Refreshers	Stonehedge LP
998703: PLAR LP Play Equipment	Greenwood LP

UNITED STATES OF AMERICA

STATE OF MARYLAND

No. R-_____ \$ _____

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Montgomery County
General Obligation
Park Acquisition and Development Project Bond,
Series MC-2024A

<u>Dated Date</u>	<u>Interest Rate</u>	<u>Maturity Date</u>	<u>CUSIP</u>
_____, 2024	___% per annum	_____, 20__	_____

Registered Owner: Cede & Co.

Principal Amount: _____ DOLLARS

The Maryland-National Capital Park and Planning Commission (the “Commission”), a public body corporate, organized and existing under the laws of the State of Maryland, hereby acknowledges itself indebted for value received and, upon presentation and surrender hereof, promises to pay to the Registered Owner shown above, or its registered assigns, on the Maturity Date shown above, unless this bond shall have been called for prior redemption and payment of the redemption price made or provided for, the Principal Amount shown above, and to pay interest on the outstanding principal amount hereof from the most recent Interest Payment Date (as hereinafter defined) to which interest has been paid or duly provided for, or, if no interest has been paid on this bond, from the date of this bond, at the annual rate of interest set forth above, payable semi-annually on _____ 1/15 and _____ 1/15 each year, beginning _____ 1/15, 20__ (each an “Interest Payment Date”) until payment of such Principal Amount shall be discharged as provided in the Resolution (hereinafter defined), by wire transfer or check mailed by the Commission or a banking institution or other entity designated as paying agent by the

Commission (the “Paying Agent”), or any successor thereto, to the person in whose name this bond is registered on the registration books maintained by the Registrar (identified herein) at the close of business on the [fifteenth day of the month immediately preceding such Interest Payment Date] [first day of the month in which such Interest Payment Date occurs] (the “Record Date”). Notwithstanding the preceding sentence, interest on this bond which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date shall forthwith cease to be payable to the owner of this Bond on the relevant Record Date by virtue of having been such owner and such interest shall be paid by the Paying Agent to the person in whose name this bond is registered at the close of business on a Special Record Date for the payment of such interest, which shall be fixed as provided in the Resolution (hereinafter defined). Interest on this bond shall be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal of, premium, if any, and interest on this bond are payable in lawful money of the United States of America, at the time of payment. Principal and premium, if any, hereon will be payable upon presentation and surrender of this bond by the registered owner hereof in person or by his duly authorized attorney, at the designated office of the Paying Agent.

This bond is a general obligation of the Commission and of Montgomery County, Maryland (the “County”), to the payment, in accordance with its terms, of the principal of and interest on which the Commission and the County hereby each pledge their respective full faith and credit and taxing power.

The principal of and premium and interest on this bond are payable in the first instance from mandatory limited annual ad valorem property taxes which the County is required by Section 18-304 of the Land Use Article of the Annotated Code of Maryland, as amended (the “Land Use Article”) to impose at a fixed rate against all property assessed for the purposes of county taxation

in the portion of the Maryland-Washington Metropolitan District (the “District”) established by Title 19 of the Land Use Article located in the County. Section 18-209 of the Land Use Article provides that, if said mandatory tax is insufficient to pay the principal of and interest on this bond, the County shall impose an additional tax upon all assessable property within the portion of the District in the County, and, if the proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency. By the guaranty endorsed hereon, the full faith and credit of the County is pledged to the payment, when due, of the principal of and interest on this bond.

This bond is one of an issue of bonds (the “Bonds”) each of a par value of \$5,000 or an integral multiple thereof in the aggregate principal amount of \$ _____, numbered from No. R-1 upwards, all dated as of the Dated Date and all known as: “The Maryland-National Capital Park and Planning Commission Montgomery County General Obligation Park Acquisition and Development Project Bonds, Series MC-2024A”. Unless previously redeemed as herein provided, the Bonds mature and are payable in consecutive annual installments on _____ 1/15 in each of the years 20__ through 20__, and bear interest payable on each Interest Payment Date until their respective maturities or prior redemption. The Bonds are issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article and in accordance with Resolution No. 24-04 of the Commission duly adopted on March 20, 2024 (the “Resolution”).

The Bonds which mature on or after _____ 1/15, 2035, are subject to redemption prior to their respective maturities, at the option of the Commission, in whole or in part in any order of their maturities, at any time on or after _____ 1/15, 2034, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

If less than all of the Bonds are called for redemption, the particular maturities to be redeemed shall be selected by the Commission. If less than all of the Bonds of any one maturity are called for redemption, the particular Bonds to be redeemed from such maturity shall be selected by lot or other random means by the Paying Agent in such manner as the Paying Agent in its discretion may determine, provided that each \$5,000 of the principal amount of any Bond shall be treated as a separate Bond for this purpose.

Notice of call for redemption shall be delivered to the Depository (as defined herein) prior to the date fixed for redemption in accordance with the Depository's procedures. If the book-entry system is discontinued for the Bonds, a notice calling for redemption of the Bonds to be redeemed shall be mailed by the Commission as Paying Agent, postage prepaid, at least thirty (30) days prior to the date fixed for redemption (the "Redemption Date"), to all registered owners of Bonds to be redeemed, at their last addresses appearing on the registration books kept by the Registrar. Failure to deliver or mail any such notice, or any defect in such notice, or in the delivery or mailing thereof, shall not affect the validity of any redemption proceedings. Such notice shall specify the issue, the numbers and the maturities of the Bonds to be redeemed, which statement of numbers may be from one number to another, inclusive, the Redemption Date and the redemption price, any conditions to such redemption, and shall further state that on such date the Bonds called for redemption will be due and become payable at the offices of the Paying Agent, and that, from and after such date, interest thereon shall cease to accrue.

From and after the date fixed for redemption, if notice has been given as herein provided, and the funds sufficient for payment of the redemption price and accrued interest shall be available therefore on such date, the Bonds so designated for redemption shall cease to bear interest. Upon presentation and surrender in compliance with such notice, the Bonds so called for redemption

shall be paid by the Paying Agent at the redemption price. If not so paid on presentation thereof, such Bonds so called shall continue to bear interest at the rates expressed therein until paid.

This bond shall be registered as to principal and interest in the owner's name on the registration books kept for that purpose at the office of the Secretary-Treasurer or a designated office of the banking institution or other entity, or any successor thereto, designated by the Secretary-Treasurer (the "Registrar").

The transfer of this bond is registerable by the registered owner hereof in person or by his attorney or legal representative at a principal office of the Registrar upon surrender and cancellation of this bond together with a duly executed assignment in the form attached hereto and satisfactory to the Registrar. Upon any such registration of transfer, the Registrar shall authenticate and deliver in exchange for this bond a registered Bond or Bonds registered in the name of the transferee of authorized denomination or denominations, in the aggregate principal amount equal to the principal amount of this bond or the unredeemed portion hereof, of the same maturity and bearing interest at the same rate. Bonds may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, bearing interest at the same rate, of other authorized denominations, at a principal office of the Registrar. The Commission and the Registrar may make a charge for every such exchange or transfer sufficient to reimburse it for any tax, fee, or other governmental charge, shipping charges and insurance required to be paid with respect to such exchange or transfer, and in addition, may charge a sum sufficient to reimburse them for expenses incurred in connection with such exchange or transfer. All Bonds surrendered in such exchange or registration of transfer shall forthwith be canceled by the Registrar. The Registrar shall not be required to register the transfer of this bond or make any such exchange of this bond after the mailing of notice calling this bond or any portion hereof for redemption.

So long as all of the Bonds shall be maintained in Book-Entry Form with The Depository Trust Company or another securities depository (the “Depository”): (1) in the event that fewer than all Bonds of any one maturity shall be called for redemption, the Depository, and not the Registrar, will select the particular accounts from which Bonds or portions thereof will be redeemed in accordance with the Depository’s standard procedures for redemption of obligations such as the Bonds; (2) in the event that part, but not all, of this bond shall be called for redemption, the holder of this bond may elect not to surrender this bond in exchange for a new bond in accordance with the provisions hereof and in such event shall make a notation indicating the principal amount of such redemption and the date thereof on the Payment Grid attached hereto; and (3) payments of principal or redemption price of and interest on this bond shall be payable to the Depository or its assigns in accordance with the provisions of the Resolution. For all purposes, the principal amount of this bond outstanding at any time shall be equal to the lesser of (A) the principal sum shown on the face hereof and (B) such principal sum reduced by the principal amount of any partial redemption of this bond following which the holder of this bond has elected not to surrender this bond in accordance with the provisions hereof. The failure of the holder hereof to note the principal amount of any partial redemption on the Payment Grid attached hereto, or any inaccuracy therein, shall not affect the payment obligation of the Commission hereunder. THEREFORE, IT CANNOT BE DETERMINED FROM THE FACE OF THIS BOND WHETHER A PART OF THE PRINCIPAL OF THIS BOND HAS BEEN PAID.

It is hereby certified and recited that each and every act, condition and thing required to exist, to be done, to have happened and to be performed precedent to and in the issuance of this bond, does exist, has been done, has happened and has been performed, in full and strict compliance with the Constitution and laws of the State of Maryland and the proceedings of the

Commission and of the County, and that the issue of bonds of which this bond is one, together with all other indebtedness of said Commission, and of the County, is within every debt and other limit prescribed by the Constitution and laws of said State.

IN WITNESS WHEREOF, The Maryland-National Capital Park and Planning Commission, in the State of Maryland, has caused this bond to be signed in its name by the signature of its Chair and attested by the signature of its Secretary-Treasurer and has caused the facsimile of its corporate seal to be imprinted hereon, all as of Dated Date set forth above.

ATTEST:

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

Secretary-Treasurer

By: _____
Chair

(CORPORATE SEAL)

GUARANTY

The payment of interest when due, and of the principal on maturity, is guaranteed by Montgomery County, Maryland.

ATTEST:

MONTGOMERY COUNTY, MARYLAND

Clerk

By: _____
County Executive

(CORPORATE SEAL)

CERTIFICATE OF AUTHENTICATION

This bond is one of the Bonds issued under the provisions of and described in the within mentioned Resolution of The Maryland-National Capital Park and Planning Commission.

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

Registrar

By: _____
Authorized Officer

Date of Authentication: _____, 2024

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto (Please Insert Social Security or Other Identifying Number of Assignee) _____

(Print or Type Name and Address, Including Zip Code of Assignee)

the within bond and all rights thereunder, and does hereby constitute and appoint attorney to transfer the within bond on the books kept for the registration thereof, with full power of substitution in the premises.

(Signature of registered owner)

NOTICE: Signature must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

PAYMENT GRID

Date of Payment	Principal Amount Paid	Principal Amount Outstanding	Holder Signature

NOTICE OF SALE

§ _____
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
Montgomery County
General Obligation
Park Acquisition and Development Project Bonds,
Series MC-2024A

Electronic Bids only will be received until [11:00 a.m.],
Local Baltimore, Maryland Time, on May 21, 2024

by The Maryland-National Capital Park and Planning Commission (the “Commission”), for the purchase of the above-named issue of bonds (the “Bonds”) of the Commission, to be dated as of the date of their delivery and to be issued pursuant to the authority of Sections 18-201 through 18-211, inclusive, of the Land Use Article of the Annotated Code of Maryland, as amended (the “Land Use Article”) and a Resolution of the Commission adopted on March 20, 2024. The Bonds will bear interest from the date of delivery payable semiannually on each _____ 1/15 and _____ 1/15, commencing _____ 1/15, 20__ until maturity or prior redemption.

The payment of the principal of and interest on all of the Bonds will be unconditionally guaranteed by Montgomery County, Maryland (the “County”).

Maturities: The Bonds will be separately numbered from No. R-1 upward, and will mature, subject to prior redemption, in consecutive annual installments on _____ 1/15 in the years and amounts set forth in the following table:

MATURITY SCHEDULE

<u>Year of Maturity</u>	<u>Principal Amount</u>	<u>Year of Maturity</u>	<u>Principal Amount</u>
	\$		\$

Adjustments: The aggregate principal amount and the principal amount of each maturity of the Bonds are subject to reduction by the Commission after the receipt of bids for their purchase. The final aggregate principal amount and maturity schedule for the Bonds will be communicated to the successful bidder by 5:00 p.m. local Baltimore, Maryland time on the date of sale and will not reduce the aggregate principal amount of the Bonds by more than the premium bid by the

successful bidder. The dollar amount bid for principal by the successful bidder will be adjusted to reflect any reduction in the aggregate principal amount of the Bonds, but the interest rates specified by the successful bidder for all maturities will not change. The successful bidder may not withdraw its bid as a result of any changes made within these limits.

Book-Entry System: The Bonds shall be issued only in fully registered form without coupons. One bond certificate representing each maturity will be issued to and registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (“DTC”), as registered owner of the Bonds and each bond certificate shall be immobilized in the custody of DTC. DTC will act as securities depository for the Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$5,000 or any integral multiple thereof. Purchasers will not receive physical delivery of certificates representing their interest in the Bonds purchased. The successful bidder, as a condition to delivery of the Bonds, will be required to deposit the bond certificates representing each maturity with DTC.

Registrar and Paying Agent: The Maryland-National Capital Park and Planning Commission will act as Registrar and Paying Agent for the Bonds.

Security: All of the Bonds will be general obligations of the Commission and of the County for the payment, in accordance with their terms, of the principal of and interest on which the Commission and the County will each pledge their respective full faith and credit and taxing power.

The Bonds will be payable as to both principal and interest first from limited ad valorem property taxes which the County is required by law to impose in the portion of the Maryland-Washington Metropolitan District (the “District”) established by Title 19 of the Land Use Article located in the County and remit to the Commission. By its guarantee of the Bonds, the full faith and credit of the County is pledged, as required by law, for the payment of the principal thereof and interest thereon. To the extent that the aforesaid taxes imposed for the benefit of the Commission are inadequate in any year to pay such principal and interest, Section 18-209 of the Land Use Article provides that the County shall impose an additional tax upon all assessable property within the portion of the District in the County, and if the proceeds of such additional tax are still inadequate for such purposes, upon all assessable property within the corporate limits of the County, to pay such deficiency.

Redemption: The Bonds which mature on or after _____ 1/15, 2035, are subject to redemption prior to their respective maturities at any time on or after _____ 1/15, 2034, at the option of the Commission, in whole or in part, in any order of maturities, at a redemption price equal to the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption.

Electronic Bids: Notice is hereby given that electronic proposals will be received via *PARITY*, in the manner described below, until [11:00 a.m.], local Baltimore, Maryland time, on May 21, 2024.

Bids may be submitted electronically pursuant to this Notice until [11:00 a.m.], local Baltimore, Maryland time, but no bid will be received after the time for receiving bids specified

above. To the extent any instructions or directions set forth in **PARITY** conflict with this Notice, the terms of this Notice shall control. For further information about **PARITY**, potential bidders may contact **PARITY** at (212) 849-5021.

Disclaimer: Each prospective electronic bidder shall be solely responsible to submit its bid via **PARITY** as described above. Each prospective electronic bidder shall be solely responsible to make necessary arrangements to access **PARITY** for the purpose of submitting its bid in a timely manner and in compliance with the requirements of the Notice of Sale. Neither the Commission nor **PARITY** shall have any duty or obligation to provide or assure access to **PARITY** to any prospective bidder, and neither the Commission nor **PARITY** shall be responsible for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, **PARITY**. The Commission is using **PARITY** as a communication mechanism, and not as the Commission's agent, to conduct the electronic bidding for the Bonds. The Commission is not bound by any advice and determination of **PARITY** to the effect that any particular bid complies with the terms of this Notice of Sale and in particular the "Bid Specifications" hereinafter set forth. All costs and expenses incurred by prospective bidders in connection with their submission of bids via **PARITY** are the sole responsibility of the bidders; and the Commission is not responsible, directly or indirectly, for any of such costs or expenses. If a prospective bidder encounters any difficulty in submitting, modifying, or withdrawing a bid for the Bonds, the prospective bidder should telephone **PARITY** at (212) 849-5021 and notify the Commission's Financial Advisor, Davenport & Company LLC, by facsimile at (866) 932-6660 and by telephone at (410) 296-9426.

Electronic Bidding Procedures: Electronic bids must be submitted for the purchase of the Bonds (all or none) via **PARITY**. Bids will be communicated electronically to the Commission at [11:00 a.m.] local Baltimore, Maryland time, on May 21, 2024. Prior to that time, a prospective bidder may (1) submit the proposed terms of its bid via **PARITY**, (2) modify the proposed terms of its bid, in which event the proposed terms as last modified will (unless the bid is withdrawn as described herein) constitute its bid for the Bonds or (3) withdraw its proposed bid. Once the bids are communicated electronically via **PARITY** to the Commission, each bid will constitute an irrevocable offer to purchase the Bonds on the terms therein provided. For purposes of the electronic bidding process, the time as maintained on **PARITY** shall constitute the official time.

Bid Specifications: Proposals for purchase of the Bonds must be for all of the Bonds herein described and must be submitted electronically pursuant to this Notice of Sale until [11:00 a.m.] local Baltimore, Maryland time on May 21, 2024. Bidders must pay not less than par and not more than 115% of par. In their proposals, bidders are requested to specify the annual rate or rates of interest to be borne by the Bonds. Bidders are requested to name the interest rate or rates in multiples of 1/8 or 1/20 of 1%. Bidders may specify more than one rate of interest to be borne by the Bonds, but all Bonds maturing on the same date must bear interest at the same rate. Bonds on successive maturity dates may bear the same interest rate. No Bond shall bear more than one rate of interest, which rate shall be uniform for the life of the Bond and no interest rate may be named that exceeds 5.00%. The difference between the highest and lowest interest rates may not exceed three percent (3.00%).

Award of Bonds: The successful bidder will be determined based on the lowest interest cost to the Commission. The lowest interest cost shall be determined in accordance with the true interest cost ("TIC") method by doubling the semi-annual interest rate, compounded semi-

annually, necessary to discount the debt service payments from the payment dates to the date of the Bonds, and to the price bid. Where the proposals of two or more bidders result in the same lowest interest cost, the Bonds may be apportioned between such bidders, but if this shall not be acceptable, the Commission shall have the right to award all of the Bonds to one bidder. The Commission reserves the right to reject any or all proposals and to waive any irregularities in any of the proposals. The Secretary-Treasurer's judgment shall be final and binding upon all bidders with respect to the form and adequacy of any proposal received and as to its conformity to the terms of this Notice of Sale. Any award of the Bonds may be made as late as 4:00 p.m. local Baltimore, Maryland time on the sale date. All bids shall remain firm until an award is made.

Good Faith Deposit: The successful bidder is required to submit a good faith deposit in the amount of \$[] (the "Good Faith Deposit") payable to the order of the Commission in the form of a wire transfer in federal funds as instructed by the Commission. The successful bidder shall submit the Good Faith Deposit not more than two hours after the verbal award is made. The successful bidder should provide as quickly as it is available, evidence of wire transfer by providing the Commission the federal funds reference number. If the Good Faith Deposit is not received in the time allotted, the bid of the successful bidder may be rejected and the Commission may direct the next lowest bidder to submit a Good Faith Deposit and thereafter may award the sale of the Bonds to such bidder. If the successful bidder fails to comply with the Good Faith Deposit requirement as described herein, that bidder is nonetheless obligated to pay to the Commission the sum of \$[] as liquidated damages due to the failure of the successful bidder to timely deposit the Good Faith Deposit.

Submission of a bid to purchase the Bonds serves as acknowledgement and acceptance of the terms of the Good Faith Deposit requirement.

The Good Faith Deposit so wired will be retained by the Commission until the delivery of the Bonds, at which time the Good Faith Deposit will be applied against the purchase price of the Bonds or the Good Faith Deposit will be retained by the Commission as partial liquidated damages in the event of the failure of the successful bidder to take up and pay for such Bonds in compliance with the terms of this Notice of Sale and of its bid. No interest on the Good Faith Deposit will be paid by the Commission. The balance of the purchase price must be wired in federal funds to the account detailed in the closing memorandum, simultaneously with delivery of the Bonds.

Establishment of Issue Price: The successful bidder shall assist the Commission in establishing the issue price of the Bonds and shall execute and deliver to the Commission at closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public or the sales price or prices of the Bonds, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit A-1 or Exhibit A-2, as applicable, with such modifications as may be appropriate or necessary, in the reasonable judgment of the successful bidder, the Commission and Bond Counsel. All actions to be taken by the Commission under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the Commission by the Commission's financial advisor identified herein and any notice or report to be provided to the Commission may be provided to the Commission's financial advisor.

The Commission intends that the provisions of Treasury Regulation Section 1.148-1 (f)(3)(i) (defining “competitive sale” for purposes of establishing the issue price of the Bonds) will apply to the initial sale of the Bonds (the “competitive sale requirements”) because:

- (1) the Commission shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters;
- (2) all bidders shall have an equal opportunity to bid;
- (3) the Commission may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
- (4) the Commission anticipates awarding the sale of the Bonds to the bidder who submits a firm offer to purchase the Bonds at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

By submitting a bid, each bidder (i) confirms that its bid is a firm offer for the purchase of the Bonds identified in this Notice of Sale, on the terms set forth in its bid and this Notice of Sale, except as permitted by this Notice of Sale and (ii) represents that it has an established industry reputation for underwriting new issuances of municipal bonds.

In the event that the competitive sale requirements are not satisfied, the Commission shall so advise the successful bidder. The Commission may determine to treat (i) the first price at which 10% of a maturity of the Bonds (the “10% test”) is sold to the public as the issue price of that maturity and/or (ii) the initial offering price to the public as of the sale date of any maturity of the Bonds as the issue price of that maturity (the “hold-the-offering-price rule”), in each case applied on a maturity-by-maturity basis (and if different interest rates apply within a maturity, to each separate CUSIP number within that maturity). The successful bidder shall advise the Commission if any maturity of the Bonds satisfies the 10% test as of the date and time of the award of the Bonds. The Commission shall promptly advise the successful bidder, at or before the time of award of the Bonds, which maturities (and if different interest rates apply within a maturity, which separate CUSIP number within that maturity) of the Bonds shall be subject to the 10% test or shall be subject to the hold-the-offering-price rule. Bids will not be subject to cancellation in the event that the Commission determines to apply the hold-the-offering-price rule to any maturity of the Bonds. Bidders should prepare their bids on the assumption that some or all of the maturities of the Bonds will be subject to the hold-the-offering-price rule in order to establish the issue price of the Bonds.

By submitting a bid, the successful bidder shall (i) confirm that the underwriters have offered or will offer the Bonds to the public on or before the date of award at the offering price or prices (the “initial offering price”), or at the corresponding yield or yields, set forth in the bid submitted by the successful bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Bonds, that the underwriters will neither offer nor sell unsold Bonds of any maturity to which the hold-the-offering-price rule shall apply to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the underwriters have sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The successful bidder shall promptly advise the Commission when the underwriters have sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

If the competitive sale requirements are not satisfied, then until the 10% test has been satisfied as to each maturity of the Bonds, the successful bidder agrees to promptly report to the Commission the prices at which the unsold Bonds of that maturity have been sold to the public. That reporting obligation shall continue, whether or not the closing has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold.

The Commission acknowledges that, in making the representation set forth above, the successful bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a retail distribution agreement that was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the retail distribution agreement and the related pricing wires. The Commission further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Bonds.

By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each retail distribution agreement (to which the bidder is a party) relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such retail distribution agreement, as applicable, to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a retail distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such retail distribution agreement to (A)

report the prices at which it sells to the public the unsold Bonds of each maturity allotted to it until it is notified by the successful bidder or such underwriter that either the 10% test has been satisfied as to the Bonds of that maturity or all Bonds of that maturity have been sold to the public and (B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the successful bidder or such underwriter and as set forth in the related pricing wires.

Sales of any Bonds to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this Notice of Sale:

(i) “public” means any person other than an underwriter or a related party,

(ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the Commission (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),

(iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(iv) “sale date” means the date that the Bonds are awarded by the Commission to the successful bidder.

CUSIP Numbers; Expenses of the Bidder: CUSIP identification numbers will be applied for by the Commission’s Financial Advisor with respect to the Bonds, and paid for by the Commission, but the Commission will assume no obligation for the assignment or printing of such numbers on the Bonds or the correctness of such numbers, and neither the failure to print such numbers on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Bonds in accordance with the terms of this Notice of Sale.

All charges of DTC and all other expenses of the successful bidder will be the responsibility of the successful bidder for the Bonds.

Official Statement: Not later than seven (7) business days after the date of sale, the Commission will deliver to the successful bidder an Official Statement, which is expected to be substantially in the form of the Preliminary Official Statement referred to below. If so requested by the successful bidder for the Bonds at or before the close of business on the date of the sale, the Commission will include in the Official Statement such pricing and other information with respect to the terms of the reoffering of the Bonds of such issue by the successful bidder therefor, if any,

as may be specified and furnished in writing by such bidder (the “Reoffering Information”). If no such information is specified and furnished by the successful bidder, the Official Statement will include the interest rate or rates on the Bonds resulting from the bid of such successful bidder. The successful bidder shall be responsible to the Commission and its officials for such Reoffering Information furnished by such bidder, and for all decisions made by such bidder with respect to the use or omission of the Reoffering Information in any reoffering of the Bonds. The successful bidder will also be furnished, without cost, with a reasonable number of copies of the Official Statement as determined by the Secretary-Treasurer (and any amendments or supplements thereto).

Legal Opinion: The Bonds described above will be issued and sold subject to approval as to legality by McGuireWoods LLP, Bond Counsel, whose approving opinion will be delivered, upon request, to the successful bidder for the Bonds without charge. Such opinion will be substantially in the form included in Appendix [] to the Preliminary Official Statement referred to below.

Continuing Disclosure: In order to assist bidders in complying with SEC Rule 15c2-12, the Commission will execute and deliver a continuing disclosure certificate on or before the date of issuance of the Bonds pursuant to which the Commission will undertake to provide certain information annually and notices of certain events. A description of this certificate is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

Delivery and Payment: It shall be a condition of the obligation of the successful bidder to accept delivery of and pay for the Bonds, that, simultaneously with or before delivery and payment for the Bonds, said bidder shall be furnished, without cost, with a certificate of the Secretary-Treasurer of the Commission to the effect that, to the best of his knowledge, the Official Statement and any amendment or supplement thereto (except for the Reoffering Information provided by the successful bidder, as to which no view will be expressed) does not contain, as of the date of sale and as of the date of delivery of the Bonds, any untrue statement of a material fact, required to be stated or necessary to be stated, to make such statements, in light of the circumstances under which they were made, not misleading.

Delivery of the Bonds, at the Commission’s expense, will be made by the Commission to the purchaser on June 6, 2024, or as soon as practicable thereafter, through the facilities of DTC in New York, New York, and, thereupon, said purchaser will be required to accept delivery of the Bonds purchased and pay the balance of the purchase price thereon in federal or other immediately available funds. The Bonds will be accompanied by the customary closing documents including a no-litigation certificate effective as of the date of delivery.

Contacts: A preliminary official statement, which is in form “deemed final” as of its date by the Commission for purposes of SEC Rule 15c2-12 (the “Preliminary Official Statement”) but is subject to revision, amendment and completion in the final official statement (the “Official Statement”), together with this Notice of Sale, may be obtained from Gavin Cohen, Secretary-Treasurer, The Maryland-National Capital Park and Planning Commission, 6611 Kenilworth Avenue, Riverdale, Maryland 20737, (301) 454-1540 or Davenport & Company LLC, 8600 LaSalle Road, The Oxford Building, Suite 618, Towson, Maryland 21286, (410) 296-9426.

Right to Change Notice of Sale and Postpone Offering: The Commission reserves the right to change the Notice of Sale and to postpone, from time to time, the date established for the receipt of bids. In the event of a postponement, the new date and time of sale will be announced via BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 News Service at least 24 hours prior to the time proposals are to be submitted. On any such alternative sale date, bidders may submit electronic bids for the purchase of the Bonds in conformity with the provision of this Notice of Sale, except for any changes to this Notice of Sale, the change of the date of sale and the changes described in the next sentence. If the date fixed for receipt of bids is postponed, the expected date of delivery of the Bonds also may be postponed. Such changes, if any, will be announced via BiDCOMP/Parity®/www.i-dealprospectus.com or TM3 News Service at the time any alternative sale date is announced.

THE MARYLAND-NATIONAL CAPITAL PARK
AND PLANNING COMMISSION

By: _____
Chair

\$ __,000,000
**Montgomery County
General Obligation
Park Acquisition and Development Project Bonds,
Series MC-2024A**

ISSUE PRICE CERTIFICATE
(Qualified Competitive Bid)

The undersigned, on behalf of [NAME OF PURCHASER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the “Bonds”).

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public by the Purchaser are the prices listed in Schedule A (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds. Attached as Schedule B is a true and correct copy of the bid provided by the Purchaser to purchase the Bonds.

(b) The Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Purchaser constituted a firm offer to purchase the Bonds.

2. ***Defined Terms.***

(a) *Issuer* means The Maryland-National Capital Park and Planning Commission.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 21, 2024.

(e) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the Federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for Federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other Federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as Purchaser

By: _____
Name: _____
Title: _____

Dated: _____, 2024

SCHEDULE A
Expected Offering Prices of the Bonds

SCHEDULE B
Copy of Bid

\$ __,000,000
**Montgomery County
General Obligation
Park Acquisition and Development Project Bonds,
Series MC-2024A**

ISSUE PRICE CERTIFICATE
(Nonqualified Competitive Bid)

The undersigned, on behalf of [NAME OF PURCHASER] (the “Purchaser”), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the 10% Maturities.*** As of the date of this Certificate, for each Maturity of the 10% Maturities Bonds, the first price at which a Substantial Amount of such Maturity of the Bonds was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Undersold Maturities.***

(a) Each Underwriter offered the Undersold Maturities to the Public for purchase at the respective initial offering prices listed in Schedule B (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this Certificate as Schedule C.

(b) As set forth in the Notice of Sale and bid award, each Underwriter has agreed in writing that, (i) for each Maturity of the Undersold Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Offering Period for such Maturity, nor would it permit a related party to do so (the “hold-the-price rule”) and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-price rule. Pursuant to such agreement, no Underwriter has offered or sold any Maturity of the Undersold Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Offering Period.

3. ***Defined Terms.***

(a) ***10% Maturities*** means those Maturities of the Bonds shown in Schedule A hereto as the “10% Maturities.”

(b) ***Issuer*** means The Maryland-National Capital Park and Planning Commission.

(c) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(d) *Offering Period* means, with respect to an Undersold Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date (May 28, 2024), or (ii) the date on which the Purchaser has sold a Substantial Amount of such Undersold Maturity to the Public at a price that is no higher than the Initial Offering Price for such Undersold Maturity.

(e) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this Certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(f) *Sale Date* means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is May 21, 2024.

(g) *Substantial Amount* means ten percent (10%).

(h) *Undersold Maturities* means those Maturities of the Bonds shown in Schedule B hereto as the “Undersold Maturities.”

(i) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Non-Arbitrage Certificate and Tax Covenants and with respect to compliance with the Federal income tax rules affecting the Bonds, and by McGuireWoods LLP, as bond counsel to the Issuer, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for Federal income tax purposes, the preparation of Internal Revenue Service Form 8038-G, and other Federal income tax advice it may give to the Issuer from time to time relating to the Bonds.

[NAME OF PURCHASER], as Purchaser

By: _____
Name: _____
Title: _____

Dated: _____, 2024

SCHEDULE A
Sale Prices of the 10% Maturities

SCHEDULE B
Initial Offering Prices of the Undersold Maturities

SCHEDULE C
Pricing Wire

184999317_6



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Parks and Recreation

6600 Kenilworth Avenue Riverdale, Maryland 20737

MEMORANDUM

DATE: February 26, 2024

TO: The Maryland-National Capital Park and Planning, Full Commission

FROM: Paul J. Sun, Land Acquisition Specialist *PJS*
Park Planning and Environmental Stewardship
Department of Parks and Recreation

SUBJECT: **PGCPB Resolution No. 2024-06 (M-NCPPC No. 24-__)**

Attached, please find the above referenced Resolution regarding the granting of a perpetual easement on Commission owned property (Riverview Park located in Fort Washington) to Prince George’s County, Maryland.

The Commission agrees to grant this easement for the County’s installation of a subsurface storm drain facility.

We request that this Prince George’s County Planning Board Resolution be scheduled for adoption by the Full Commission in March of 2024.

Thank you for your attention to this matter.

Attachment:

- M-NCPPC Resolution No. 2024-06



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Department of Parks and Recreation

6600 Kenilworth Avenue Riverdale, Maryland 20737

PGCPB No. 2024-006

RESOLUTION

WHEREAS, The Maryland-National Capital Park and Planning Commission ("Commission") is authorized under the Annotated Code of Maryland, Land Use §17-205 to transfer any land held by it and deemed by the Commission not to be needed for park purposes or other authorized purposes; and

WHEREAS, the Commission owns Riverview Park consisting of Parcels 51, 52, 53, 81, 131 and Parcel A, Block U, for a total of 21.78 ± acres located in Fort Washington, and further identified as Tax Map 122, Grids E-3 & E-4; and

WHEREAS, Prince George's County, Maryland has requested that the Commission convey a 578 ± square foot (0.0133 ± acre) perpetual easement over Parcels A and 53 to the County for installation of subsurface storm drain facility to be maintained by the County; and

WHEREAS, for the benefit of the public, the Commission intends to grant to the County such 0.0133 ± acre perpetual easement as requested by the County.

NOW, THEREFORE BE IT RESOLVED, that the Planning Board hereby approves the conveyance of the above-referenced easement, contingent on approval by the full Commission.

BE IT FURTHER RESOLVED, that, in connection with the transactions contemplated herein, the Executive Director is authorized to execute and deliver, on behalf of the Commission, any and all such certificates, documents, and/or instruments, and to do or cause to be done, any and all such acts, as the Executive Director deems necessary or appropriate to make effective or to implement the intended purposes of the foregoing resolution, without limitation, and the taking of such actions shall be deemed conclusively to be authorized hereby.

* * * * *

This is to certify that the foregoing is a true and correct copy of the action taken by the Prince George's County Planning Board of The Maryland-National Capital Park and Planning Commission on the motion of Commissioner Washington, seconded by Commissioner Bailey, with Commissioners Washington, Shapiro, and Bailey voting in favor of the motion, and Commissioners Geraldo and Doerner absent, during open session at its regular meeting on Thursday, February 1, 2024.

Adopted by the Prince George's County Planning Board this 15th day of February, 2024.

APPROVED AS TO LEGAL SUFFICIENCY

[Signature]
M-NCPPC Legal Department

Date 2/20/24

Peter Shapiro
By: *[Signature]*
Jessica Jones
Planning Board Administrator

**Proposed Storm Drain Easement
Property of The Maryland-National Capital Park and Planning
Commission (M-NCPPC)**

Grant of Easement to Prince George's County

Prince George's County Planning Board,

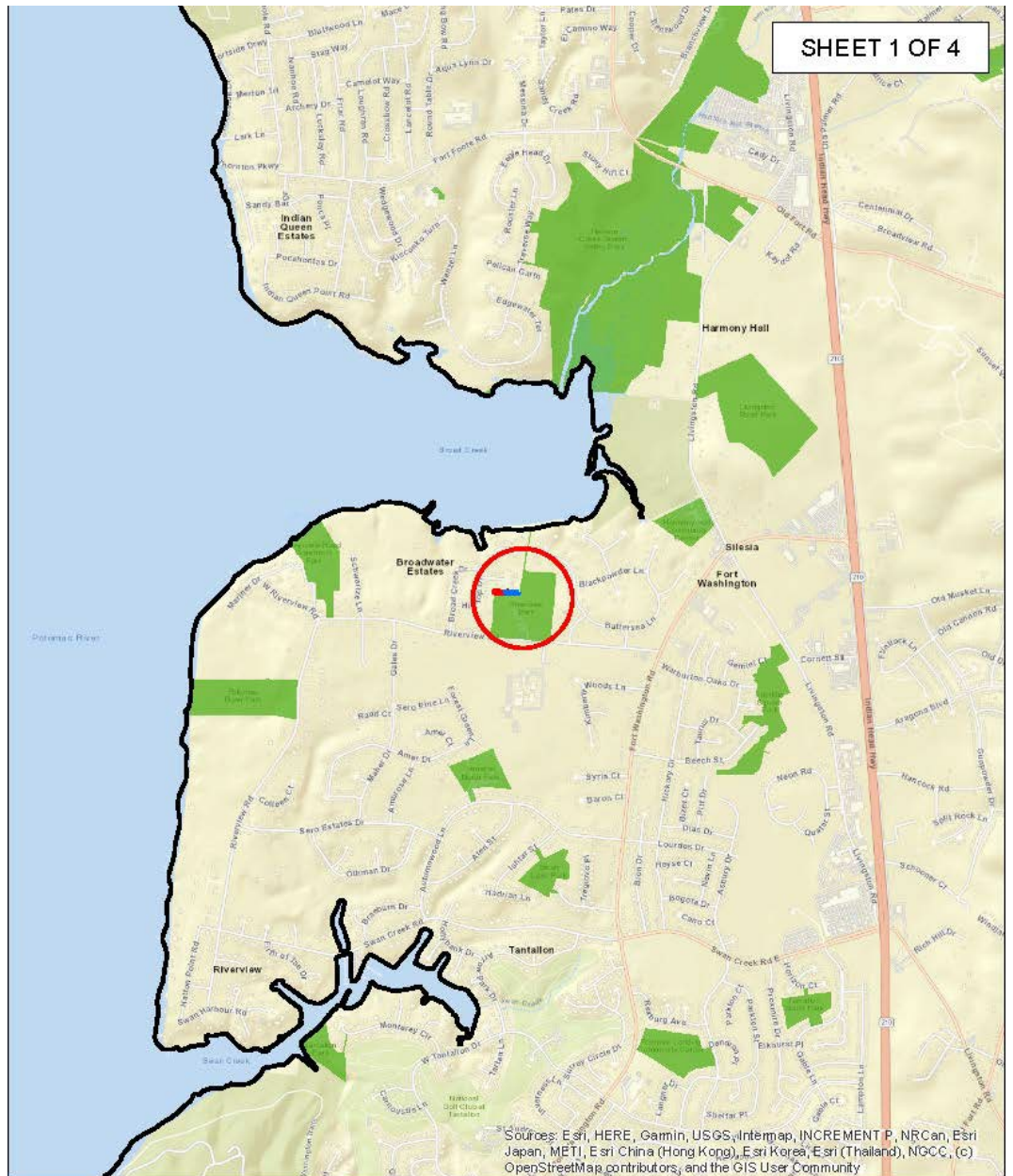
February 1, 2024

Item #___

Property of M-NCPPC

Riverview Park

Map: 122 Grid: E3 & E4
Parcels: 53 and Parcel A



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

Location Map

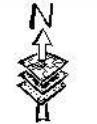


56

Parcels 51 & 81
Part of
063 - Riverview Park

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DATE: 11/19/2020
SCALE: 2,000 Feet

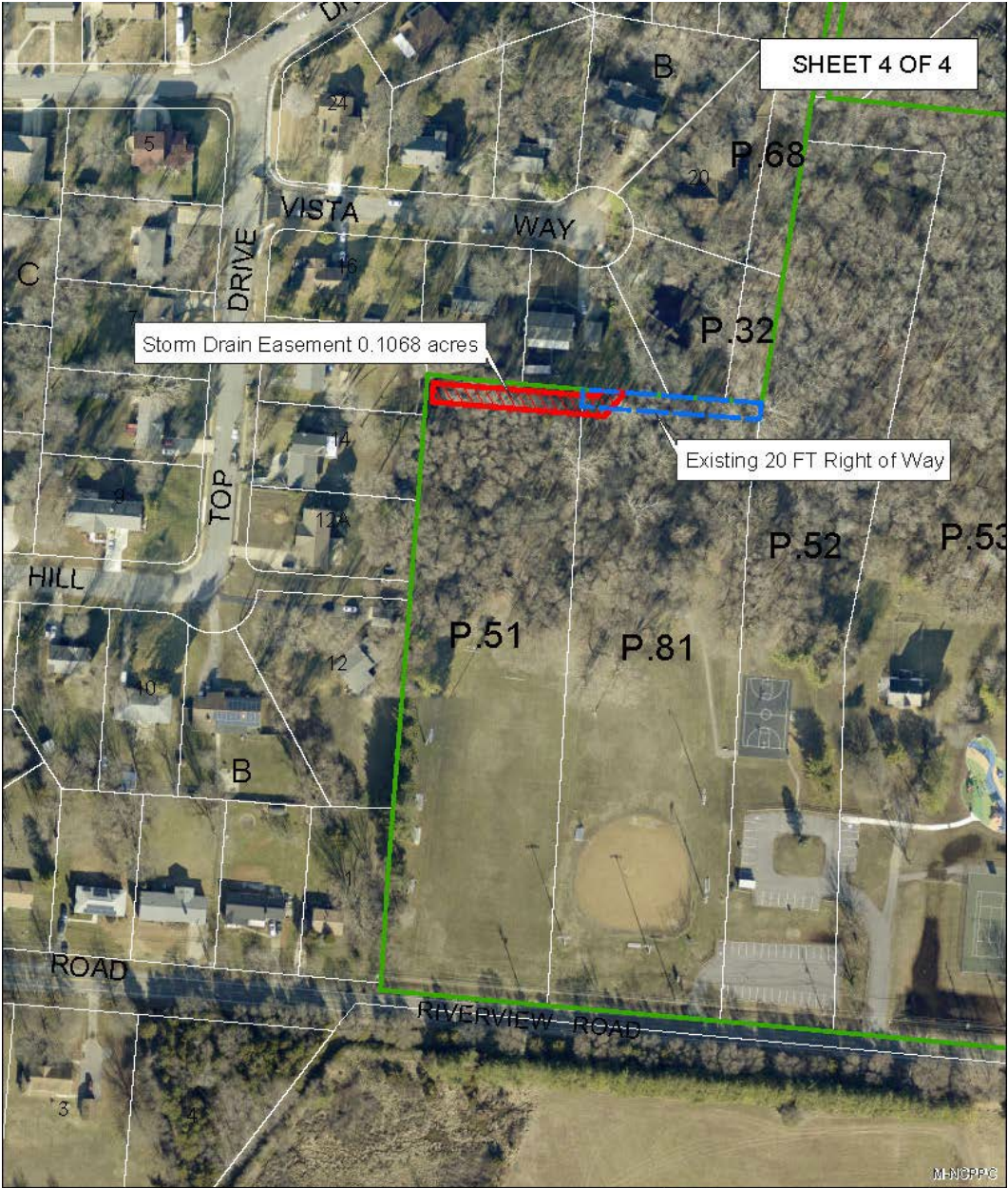


Property of M-NCPPC

Riverview Park



Map: 122 Grid: E4
Parcels: 51 and 81

In February 2022, the Full Commission granted to Prince George's County Applicant a 4,852 square foot permanent easement to allow for the County to construct a storm drain system.



Aerial Map

“Previously Granted Easement”

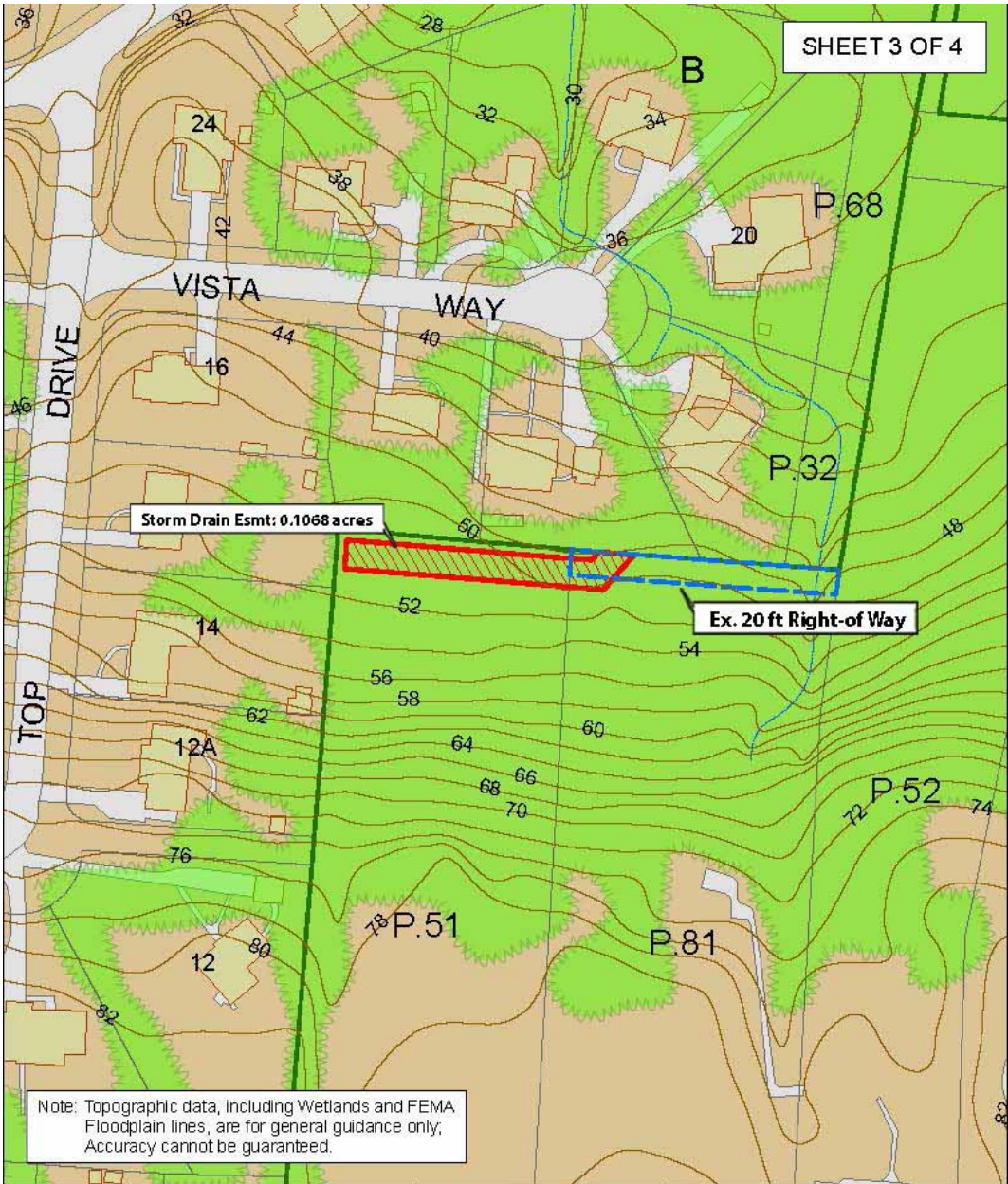
	Parcels 51 & 81 Part of 063 - Riverview Park	This information may not be reproduced, stored in a retrieval system or transmitted in any form, including electronic or by photographic reproduction, without the express written permission of the Maryland National Capital Park and Planning Commission.	DATE: 11/19/2020	
			SCALE: 150 Feet	

Property of M-NCPPC

Riverview Park

Map: 122 Grid: E4
Parcels: 51 and 81

- The implementation of this storm drain system was to alleviate flooding issues onto the adjacent properties.
- In 2021, the easement was recorded in the County Land Records at Liber 45399 folio 074.



SHEET 3 OF 4

Property Map

“Previously Granted Easement”



Parcels 51 & 81
Part of
58
Q63 - Riverview Park

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DATE: 11/19/2020

SCALE: 100 Feet



Proposed Additional Storm Drain Easement at Riverview Park

- Prince George's County is requesting a second easement (at the northern portion of our Park), a 578 square foot permanent easement for constructing the storm drain system.
- The implementation of this storm drain system will also alleviate flooding issues onto the adjacent properties.
- There will be no cost considerations for the granting of this easement.

Property of M-NCPPC

Riverview Park

Proposed Additional Easement

Map: 122 Grid: E3 & E4
 Parcels: 53 and Parcel A

Location Map



60
 Parcels 53 & A
 Part of
 Q53 - Riverview Park

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DATE: 11/27/2023

SCALE: 150 Feet



STAFF
RECOMMENDATION

Approval

(Tyler/McNeal/Sun)

* Subject to Approval of the Full Commission

END



The Maryland-National Capital Park and Planning Commission

Office of the General Counsel

Reply to:

George Johnson
Office of the General Counsel
6611 Kenilworth Avenue, Suite 200-201
Riverdale, Maryland 20737
Phone: 301-454-1670 • Fax: 301-454-1674

March 8, 2024

The Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue
Riverdale Park, Maryland 20737

Re: M-NCPPC Resolution No. 24-06
Mutual Aid and Reciprocal Enforcement Agreement
Request to Authorize by Resolution

The Maryland-National Capital Park and Planning Commission:

Proposed M-NCPPC Resolution No. 24-06 would authorize a Mutual Aid and Reciprocal Enforcement Agreement between this agency and the University of Maryland College Park, principally for the purposes of creating and administering a Special Patrol Jurisdiction within and adjacent to the University’s campus, allowing for shared law-enforcement powers therein under certain circumstances. The parties anticipate that this Agreement will foster a safer and more constructive environment for the subject areas. As for the Commission, the Agreement would affect solely the Prince George’s County Park Police and not its Montgomery County counterpart.

Ensuring that the document complies with the Park Police’s collective bargaining agreement stands as an essential consideration, a matter that Paragraphs Nos. 2.6.5 and 9.3 address.

Thank you for your consideration of this matter.

Sincerely,

by rkg

George Johnson
Associate General Counsel



M-NCPPC
March 8, 2024
Page Two

enclosed: draft M-NCPPC Resolution No. 24-06
 draft Mutual Aid and Reciprocal Enforcement Agreement

cc: Asuntha Chiang-Smith, Executive Director, M-NCPPC
 Bill Tyler, Director, M-NCPPC Prince George's County Dept. of Parks and Recreation
 Germaine Haywood, Acting Chief, M-NCPPC Prince George's County Park Police
 Darryl McSwain, Chief, M-NCPPC Montgomery County Park Police
 Ben Rupert, M-NCPPC Office of the General Counsel
 Kristen Maneval, M-NCPPC Office of the General Counsel



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

RESOLUTION

M-NCPPC 24-06

WHEREAS, by virtue of Chapter 780 of the Laws of Maryland 1959, as amended from time to time and codified now under the Land Use Article of the Annotated Code of Maryland (“Land Use”), The Maryland-National Capital Park and Planning Commission (“Commission”) is a body corporate and bi-county agency of the State of Maryland; and

WHEREAS, by virtue of Land Use Article Section 15-102, certain members are designated by law to sit as the Montgomery County Planning Board and the Prince George’s County Planning Board, respectively; and,

WHEREAS, by virtue of Land Use Article Section 17-101, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission properties (“Park Property”) located from time to time within, or near the University of Maryland College Park (“University”) property, wherein both parties may benefit from a mutual exchange of extra-territorial jurisdiction; and

WHEREAS, by virtue of Land Use Article Sections 17-301, *et seq.*, the Commission has established the Prince George’s County Division of the Maryland-National Capital Park Police (the “Park Police”) as deemed thereby to be necessary for the protection of the Commission’s activities undertaken within certain University property and Commission-owned Park Property.

WHEREAS, by virtue of Land Use Article Section 17-303 and Criminal Procedure Article Section 2-105, of the Annotated Code of Maryland, the Commission and the University desire to make and enter into a Mutual Aid and Reciprocal Enforcement Agreement; and

WHEREAS, the Commission and the University desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all trails, roads, and sidewalks immediately adjacent to any such Park Property or any such trails, roads, and sidewalks within certain University property in which the Commission and/or the University has a documented interest by assigning concurrent jurisdiction to the Commission’s Park Police and the University’s Police; and

WHEREAS, the Commission and the University intend to effectuate and implement said objectives by and through an instrument styled as a Mutual Aid and Reciprocal Enforcement Agreement, or similar appellation; and

WHEREAS, said Agreement shall and does call for, as a prerequisite to execution, the Maryland-National Capital Park and Planning Commission's authorization by resolution;

NOW THEREFORE, BE IT RESOLVED, the Maryland-National Capital Park and Planning Commission, sitting *in toto*, does hereby authorize this the agency's Executive Director to execute and enter into said Mutual Aid and Reciprocal Enforcement Agreement, on behalf of the agency in accordance with the terms and conditions therein; and

BE IT FURTHER RESOLVED, that this agency's Executive Director shall be, and hereby is, authorized to execute any such other instruments and further assurances as may be necessary or appropriate to effectuate the purposes hereof.

This is to certify that the foregoing is a true and correct copy of Resolution No. 24-06 adopted by the Maryland-National Capital Park and Planning Commission on motion of Commissioner _____, seconded by Commissioner _____, with Commissioners _____, _____, _____, voting in favor of the motion, and Commissioners _____, _____, absent during the vote, at its meeting held on March 20, 2024, during a hybrid video-conference/in-person meeting at Wheaton Headquarters in Wheaton, Maryland, and broadcast by the Montgomery Planning Department.

Reviewed and Approved for Legal Sufficiency

George Johnson by rkg
Office of the General Counsel

MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT

THIS MUTUAL AID AND RECIPROCAL ENFORCEMENT AGREEMENT (the "Reciprocal Agreement" or "Agreement") is made as of this ___ day of _____, 2024, by and between the University of Maryland College Park ("UMD"), an instrumentality of the State of Maryland, on behalf of the University of Maryland College Park Police Department ("UMPD"), and the Maryland-National Capital Park and Planning Commission (the "Commission"), a public body corporate and bi-county agency of the State of Maryland.

Explanatory Statements

A. Pursuant to the authority set forth in the Annotated Code of Maryland (the "Code") at Section 13-601 of the Education Article, the UMPD is the UMPD force which is authorized to protect property, and to provide for the safety and general welfare of the public within the boundaries of property that UMD owns, leases, operates, or that is otherwise under its control (the "UMD Limits") See, Exhibit A, "University of Maryland Campus Map."

B. Pursuant to the authority set forth in the Code at Section 17-101 of the Land Use Article, the Commission regularly acquires, develops, owns and/or operates various park facilities and other real properties or interests therein, including such of the Commission properties ("Park Property") located from time to time within, or near to UMD property ("UMD Property"), wherein both parties may benefit from a mutual exchange of extra-territorial jurisdiction, referred to as "Special Patrol Areas" as described in Schedule 2.1.

C. Pursuant to the authority set forth in the Code at Sections 17-301, et seq. of the Land Use Article, the Commission has established the Prince George's County Division of the Maryland-National Capital Park Police (the "Park Police") as deemed thereby to be necessary for the protection of the Commission's activities undertaken within UMD Limits and the Park Property.

D. Pursuant to the authority set forth in the Code at Section 17-303 of the Land Use Article and at Section 2-105 of the Criminal Procedure Article, UMD and the Commission (collectively, the "Parties") desire to make and enter into this Reciprocal Agreement for the purposes provided herein.

E. The Parties desire to provide for the safe and efficient administration of law enforcement within the Park Property and that portion of all trails, roads, and sidewalks immediately adjacent to any such Park Property or any such trails, roads, and sidewalks within UMD Limits in which the Commission and/or UMD has a documented interest by assigning concurrent jurisdiction to the Park Police and the UMD Police, as provided herein.

F. This Agreement has been authorized pursuant to action by UMD taken on _____, a true and correct copy of which is annexed hereto at Exhibit C.

G. This Agreement has been approved by the Chief of Police of Prince George's County, pursuant to Section 13-601(b)(2)(ii) of the Education Article of the Maryland Code, on _____, a true and correct copy of which is annexed hereto at Exhibit D.

H. This Agreement has been authorized by the formal action of the Maryland-National Capital Park and Planning Commission taken on _____ by Resolution _____, a true and correct copy of which is annexed hereto at Exhibit E.

NOW, THEREFORE, in consideration of the mutual rights, duties, promises and obligations herein, the parties desire to set forth in writing the understanding reached between them concerning the manner in which police service is to be rendered within the Park Property and within UMD Limits and therefore agree to the following:

1. Authority Reserved. Nothing contained in this Agreement is intended to cede, relinquish, or limit the respective legal authority or jurisdiction of either department under circumstances not addressed herein, and UMPD and Park Police, respectively, do hereby expressly reserve all such authority and jurisdiction to the fullest extent otherwise provided under the Code, by the laws and ordinances of UMD, resolution of the Commission, Common Law of Maryland, or any other applicable law or regulation promulgated pursuant thereto. By way of example and without limiting the generality of the foregoing, it is understood that nothing provided in this Agreement shall limit or otherwise impair the authority of any officer of UMPD or Park Police to make an arrest pursuant to the provisions of the Code at Sections 2-102, 2-202, 2-203 or 2-301 of the Criminal Procedure Article as amended from time to time. In addition, the failure of either party to comply with the requirements of Sections 2.1, 2.3, 2.4, 3, 4, or 5 of this Agreement, may only be enforced by the Parties under Section 6 of this Agreement and shall have no effect on the authority of UMPD or the Park Police to exercise their respective police powers of this State, it being expressly understood that this Agreement shall have no third-party beneficiaries intended or implied.

2. Special Patrol Jurisdiction.

2.1. Jurisdiction Conferred. The Commission and UMD do hereby warrant and muster the aid of each other and, accordingly, confer upon each other any concurrent and general jurisdiction necessary and sufficient under law to exercise police powers within the specified geographical areas contained within UMD Limits and adjacent Park Property and enumerated in *Schedule 2.1* attached to this Agreement and incorporated herein (the "Special Patrol Areas"); provided, however, that such authority shall be subject to the following limitations:

2.1.1. *Special Patrol Areas*. UMD expressly agrees it will conduct regular patrols as it deems appropriate within the Special Patrol Areas sufficient to address UMD's public safety concerns. Activities undertaken by UMPD within the Special Patrol Areas shall be confined to the Special Patrol Areas; provided, however, that this section is not intended to limit the authority of police officers of UMD to engage in fresh pursuit, for actions that occur within the Special Patrol Areas, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

2.1.2. *Park Property Reserved*. Nothing provided in this Article 2 with respect to the Special Patrol Areas shall limit or otherwise impair the exercise by the Park Police of jurisdiction within any Park Property located within a Special Patrol Area, it being expressly

understood that jurisdiction within any Park Property shall be exercised according to the provisions of Article 3 of this Agreement only.

2.2. Reserved.

2.3. Certain Practices of UMD Police. For the purpose of securing the orderly exercise of jurisdiction described herein and conducting the patrols promised by UMD, UMD agrees to observe certain practices and procedures provided as follows:

2.3.1 *Communications Protocol.* In the event that UMPD officers are first on scene of an incident occurring on Park Property, the UMPD will notify Park Police immediately, with a request for Park Police Officer to come to the scene.

2.3.2. *Incident Reports.* UMPD shall file with the Park Police a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to Park Police incident command. Written incident reports made by UMPD for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the Park Police may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 2.3.2 shall be completed as soon as practicable following the close of the reporting officer's tour of duty, but not later than 24 hours thereafter. The Park Police will likewise provide incident reports, in the same timely form and manner to UMPD with respect to any arrest or other reportable incident.

2.3.3. *Advance Notice of Certain Operations.* To ensure the safety of both UMPD officers and Park Police officers, UMPD shall provide to the Park Police reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted on Park Property. Such notice shall be furnished at least four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the Park Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

2.4 Command.

2.4.1. *On UMD Property.* Except and unless expressly waived at the sole option of the UMPD with respect to a particular incident, the UMPD shall have full charge and responsibility for on-the-scene command of any Park Police officer who exercises concurrent jurisdiction on UMD Property.

2.4.2. *Certain Areas Adjacent to UMD Property.* If any incident begins or is discovered on UMD Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to UMD Property, then, except and unless expressly waived at the sole option of the UMPD with respect to that incident, the UMPD shall have full charge and responsibility for on-the-scene command of any Park Police officer who responds to that incident.

2.4.3. *First on Scene.* Notwithstanding anything herein to the contrary, in the event that a police officer for any signatory jurisdiction is first on the scene, that officer shall

assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim and/or witness information until an officer from the signatory jurisdiction having primary jurisdiction arrives on the scene. A police officer who initially assumes command of a scene as described in this subsection shall relinquish command to the first police officer having primary jurisdiction who arrives on the scene.

2.5. UMD Police. Except as otherwise expressly provided in Section 2.4. of this Agreement, the UMPD shall be the agency of principal responsibility for law enforcement activities undertaken with respect to UMD Property, including, but not limited to, the following:

2.5.1. *Investigation*. Initiation and/or conduct of investigative activities relating to a crime, reported crime, or possible crime occurring on UMD Property (except as provided otherwise in any Agreement of Coordination of Enforcement Responsibilities between Prince George's County Police and UMD Police, as amended from time to time). With respect to those events investigated by the UMD Police, the UMPD shall be solely responsible for the collection and preservation of evidence/property recovered during the course of their investigations.

2.5.2. *Warrants*. The execution on UMD Property of search or arrest warrants relating to any crime, reported crime or possible crime investigated by the UMD Police.

2.5.3. *Crowd Control*. The planning and execution of law enforcement measures to control crowds, demonstrations, public displays, and similar scheduled and unscheduled congregations which may occur from time to time on UMD Property.

2.5.4. *Drug and Alcohol Crime*. The investigation and enforcement of any violation occurring on UMD Property of laws relating to the possession, use and/or distribution of narcotics, and similar controlled dangerous substances or alcoholic beverages.

2.5.5. *Motor Vehicle Laws*. The investigation and enforcement of any violation of the motor vehicle laws of the State of Maryland occurring on UMD Property, whether or not the violation is a crime.

2.5.6. *Enforcement of Rules and Regulations*. The investigation and enforcement of the UMD's policies and rules.

2.6 University Event Patrol. Activities undertaken by the Park Police on UMD Property may include scheduled patrolling of University Events on campus (hereinafter referred to as "University Event Patrol"), as follows. University Events described herein are not limited to the Special Patrols Areas and may occur anywhere on the University campus as designated by the UMD Police.

2.6.1. The UMPD shall provide reasonable advanced notice when requesting University Event Patrol.

2.6.2. The UMPD shall have full charge and responsibility for on-the-scene command of any Park Police officers assigned to University Event Patrol for the purpose of selecting appropriate areas for patrol, on-scene supervision, and duties during shift. The Park

Police has the authority for the scheduling and assignment of Park Police officers assigned to University Event Patrol.

2.6.3. In the exercise of police powers during University Event Patrol, the Park Police officers shall have full and complete authority to exercise police powers, including the making of arrests on University Property.

2.6.4. All incidents observed and arrests made by Park Police officers during University Event Patrol shall be promptly reported by the Park Police and forwarded to the UMD Police.

2.6.5. The UMPD shall reimburse the Commission for all costs for Park Police Officers who are assigned to University Event Patrols at the UMPD's request. The Commission agrees to invoice the UMPD for such costs within thirty (30) days of the date of such event, and the UMPD shall pay any undisputed invoices within thirty (30) days. In the event of any questions or disputes about such invoices, the Parties agree to work to resolve the question or dispute expeditiously and in good faith. In determining Commission costs for Park Police Officers, Park Police assigned to University Event Patrol shall derive an overtime rate of pay pursuant to the provisions of the prevailing collective bargaining agreement between the Commission and FOP Lodge 30.

3. Concurrent Jurisdiction On Park Property. The Parties hereby acknowledge the concurrent jurisdiction of the UMPD and the Park Police with respect to Park Property within the Special Patrol District and that portion of all roads and sidewalks immediately within or adjacent to any Park Property. As a matter of their mutual convenience, and not in limitation, it is understood that such concurrent jurisdiction shall be exercised according to the provisions of this Article 3.

3.1. Command.

3.1.1. *On Park Property.* Except and unless expressly waived at the sole option of the Park Police with respect to a particular incident, the Park Police shall have full charge and responsibility for on-the-scene command of any UMPD officer who exercises concurrent jurisdiction on Park Property.

3.1.2. *Certain Areas Adjacent to Park Property.* If any incident begins or is discovered on Park Property and thereafter continues without interruption onto the roads and sidewalks immediately adjacent to Park Property, then, except and unless expressly waived at the sole option of the Park Police with respect to that incident, the Park Police shall have full charge and responsibility for on-the-scene command of any UMPD officer who responds to that incident.

3.1.3. *First on Scene.* Notwithstanding anything herein to the contrary, in the event that a police officer for any signatory jurisdiction is first on the scene, that officer shall assume command and secure the area, maintain the integrity of any crime scene, establish a perimeter as required and begin to gather victim and/or witness information until an officer from

the signatory jurisdiction having primary jurisdiction arrives on the scene. A police officer who initially assumes command of a scene as described in this subsection shall relinquish command to the first police officer having primary jurisdiction who arrives on the scene.

3.2. Park Police. Except as otherwise expressly provided in Section 3.3. of this Agreement, the Park Police shall be the agency of principal responsibility for law enforcement activities undertaken with respect to Park Property, including, but not limited to, the following:

3.2.1. *Investigation*. Initiation and/or conduct of investigative activities relating to a crime, reported crime, or possible crime occurring on Park Property; provided, however, that, the Prince George's County Police shall be and remain the agency of principal responsibility for investigative activities relating to any human death occurring or discovered on Park Property. With respect to those events investigated by the Park Police, the Park Police shall be solely responsible for the collection and preservation of evidence/property recovered during the course of their investigations.

3.2.2. *Warrants*. The execution on Park Property of search or arrest warrants relating to any crime, reported crime or possible crime investigated by the Park Police.

3.2.3. *Crowd Control*. The planning and execution of law enforcement measures to control crowds, demonstrations, public displays, and similar scheduled and unscheduled congregations which may occur from time to time on Park Property.

3.2.4. *Drug and Alcohol Crime*. The investigation and enforcement of any violation occurring on Park Property of laws relating to the possession, use and/or distribution of narcotics, and similar controlled dangerous substances or alcoholic beverages.

3.2.5. *Motor Vehicle Laws*. The investigation and enforcement of any violation of the motor vehicle laws of the State of Maryland occurring on Park Property, whether or not the violation is a crime.

3.2.6. *Enforcement of Rules and Regulations*. The investigation and enforcement of the Park Rules and Regulations promulgated from time to time by the Commission in accordance with the Code at Land Use Article Section 17-207.

3.3. Certain Practices of Park Police. For the purpose of securing the orderly exercise of Special Patrol Areas, the Park Police agree to observe certain practices and procedures provided as follows:

3.3.1 *Special Patrol Areas*. The Park Police expressly agree that it will conduct regular patrols as it deems appropriate within the Special Patrol Areas sufficient to address the Park Police's public safety concerns. Activities undertaken by the Park Police within the Special Patrol Areas shall be confined to the Special Patrol Areas and Park Property; provided, however, that this section is not intended to limit the authority of Park Police officers to engage in fresh pursuit, for actions that occur within the Special Patrol Areas and Park Property, as provided in the Code at Section 2-301 of the Criminal Procedure Article.

3.3.2. *Communication Protocol.* In the event that Park Police officers are first on scene of an incident occurring on UMD Property, Park Police shall notify UMPD immediately, with a request for an UMPD Officer to come to the scene.

3.3.3 *Clery Act Compliance.* The Park Police shall immediately notify UMPD of any incidents that occur on Park Property adjacent to UMD Property of any significant emergency or dangerous situation involving an immediate threat to the health or safety, or a serious or continuing threat to community by means of radio or telephone transmission.

3.3.4. *Incident Reports.* The Park Police shall file with UMPD a written report for any arrest or other incident reportable according to Park Police regulation or directive, or at the special request made pursuant to UMD Police. Written incident reports made by the Park Police for this purpose shall be provided according to any form, content, and applicable written directives or procedures, which the UMPD may from time to time reasonably promulgate and require. It is understood that incident reports filed pursuant to this Section 3.3.4. shall be completed as soon as practicable following the close of the reporting officers tour of duty, but not later than 24 hours thereafter.

3.3.5. *Advance Notice of Certain Operations.* To ensure the safety of both UMPD officers and Park Police officers, the Park Police shall provide to UMPD reasonable prior notice of any narcotics investigation or undercover enforcement activity conducted in the Special Patrol Areas. Such notice shall be furnished within four (4) hours in advance of commencement of such activity according to such applicable written directives or procedures as the Park Police may from time to time reasonably promulgate and require, unless due to exigent circumstances such notice is impractical.

4. Calls for Emergency Assistance. The Parties acknowledge that the proper and timely routing of telephone calls for emergency service between UMPD and Park Police, and the notice thereof from one unto the other, is a serious matter of public service and a possible source of citizen confusion or complaints. Accordingly, the departments will exercise best efforts and due care in the transaction of such calls according to the provisions of this Article 4.

4.1. Referral to Agency Having Principal Responsibility. The Park Police shall promptly refer to UMPD any telephone call or other request for emergency service which relates to an area other than Park Property but within UMD Limits. UMPD shall promptly refer to the Park Police any telephone call or other request for emergency service which relates to Park Property that is outside the Special Patrol Areas. Telephone calls referred by one agency to another shall be transacted using equipment designed to switch the call without interruption to the person initiating the call.

4.1 Blue-Light Telephones. The Blue-Light Telephones are an emergency telephone network which are prominently marked by a blue light. The telephones are part of UMD's safety network and are located at numerous locations on UMD property and other surrounding properties. One or more Blue-Light Telephones may be located on Park Property. Regardless of where or whether located on Park Property, any Blue-Light Telephone is and shall be the responsibility of UMD and all calls for services shall be routed directly to UMD. The Commission has no maintenance responsibility for the Blue-Light Telephones, nor does it have any responsibility to receive or respond to any such calls for service. However, in the interest of mutual aid, the Park Police may respond to Blue Light Telephone emergency calls when 1) the

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phones are located on Park Property; and 2) when UMD requests that Commission respond to or assist with the call.

4.3. Records. Each party shall maintain a record of calls referred to the other pursuant to this Article 4. The records shall record the date, time and duration of the call, street address or other information regarding location of the request, the nature of complaint, complaint number (if any) and identification of personnel assigned to respond (if any) to each call switched as provided herein. Each party shall furnish to the other a copy of the records maintained upon request.

5. Cooperation; Technical Assistance; Procedures; Complaints. It is the intent of the Parties that UMPD and Park Police shall share liberally their technical expertise, equipment, and human resources to prevent and reduce crime throughout the County and to deliver efficient, coordinated police services to the citizens of Prince George's County, and particularly the residents of UMD campus, including without limitation any available camera feeds or footage taken within the Special Patrol Areas. Each party signatory hereto, and its respective police agencies and employees, covenants that it shall in all events cooperate using best efforts to comply with any reasonable request made by the other. Each police agency may promulgate reasonable rules, regulations and directives for the purpose of ensuring uniform compliance with the requirements set forth in this Agreement. Complaints alleging any incident of non-compliance shall be made in writing addressed to the chief of police of the party to which such complaint relates. Upon receipt, the chief shall conduct promptly a reasonable investigation of each complaint and shall in due course report in writing to the complainant whether such complaint is founded or not. On an annual basis beginning with the first anniversary of the effective date of this Agreement, the status of each complaint of non-compliance shall be reported to UMD and Commission, respectively.

6. Statutory Indemnity. The parties do mutually covenant and agree to waive all claims and indemnify the other according to the terms and requirements set forth in the Code at Section 2-105 (e)(2) of the Criminal Procedure Article, which terms and requirements, as amended from time to time, shall be deemed incorporated herein by reference as if set forth in their entirety.

7. Integration.

7.1. Prior Agreement of the Parties. This Agreement (including the Exhibits and Schedule hereto) constitutes and contains the entire, integrated agreement of the Parties with respect to the subject matter hereof, and shall supersede any and all prior negotiations, correspondence, understandings and agreements between the parties, respecting the subject matter hereof.

7.2. Other Agencies of Law Enforcement. Anything provided in this Agreement to the contrary notwithstanding, it is understood that the Parties may from time to time, under the authority provided under the Code at Section 2-105 of the Criminal Procedure Article, enter into agreements of reciprocal enforcement and mutual aid respecting other law enforcement agencies. In the event any provision contained in this Agreement conflicts with any other such enforcement and aid agreement, the terms of the other such agreement shall be deemed to control.

8. Term. This Agreement shall be deemed effective at 12:01 AM on the date first written above and shall continue in full force and effect until such time as it is terminated by either UMD or the Commission upon thirty (30) days written notice.

9. Miscellaneous.

9.1. Notices. Except as otherwise expressly provided by this Agreement, any written notices, requests, demands, consents, and other communications which are required or may be given under this Agreement shall be given as follows. Any party may notify the other party of a change of addressee as necessary:

If to UMD:

David B. Mitchell
Chief of Police
University of Maryland Police Department
7569 Baltimore Ave
College Park, Md 20740

With a copy to:

Office of General Counsel
University of Maryland
4716 Pontiac Street
Seneca Bldg., Suite 2117
College Park, MD 20742
Attn: Christopher B. Lord

If to UMD Police:

David B. Mitchell
Chief of Police
University of Maryland Police Department
7569 Baltimore Ave
College Park, Md 20740

If to the Commission:

Asuntha Chiang-Smith
Executive Director
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 403
Riverdale, Maryland 20737

With a copy to:

General Counsel
Maryland-National Capital Park and Planning Commission
6611 Kenilworth Avenue, Suite 200
Riverdale, Maryland 20737

If to the Park Police:

Acting Chief Germaine Haywood
Maryland-National Capital Park Police
8100 Corporate Drive
Landover, Maryland 20785

9.2. Severability. Any provision of this Agreement which is held by a court of competent jurisdiction to be prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability, without invalidating or rendering unenforceable the remaining provisions of this Agreement.

9.3. Amendment; Waiver. Any proposed amendment to this Agreement shall be evaluated in good faith by the Parties, and prior to any Commission approval, may be subject to review by the agency's Park Police unions for conformance with any applicable collective bargaining agreement. No provision of this Agreement may be amended, waived, or otherwise modified without the prior written consent of all the Parties hereto.

9.4. Section Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.5. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

9.6. Applicable Law. This Agreement was made in the State of Maryland, and shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Maryland.

9.7. Use of Genders. Whenever used in this Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

IN WITNESS WHEREOF, the Parties have executed and acknowledged this Agreement as of the day and year first written above.

**THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION**

**UNIVERSITY OF MARYLAND COLLEGE
PARK**

By: _____
Asuntha Chiang-Smith
Executive Director
Date:

By: _____
Kenneth E. Ecker
University of Maryland Police
Date:

ATTEST:

Gavin Cohen
Secretary-Treasurer

Approved as to form and legal sufficiency:

Office of the General Counsel
Maryland-National Capital Park and
Planning Commission

Schedule 2.1

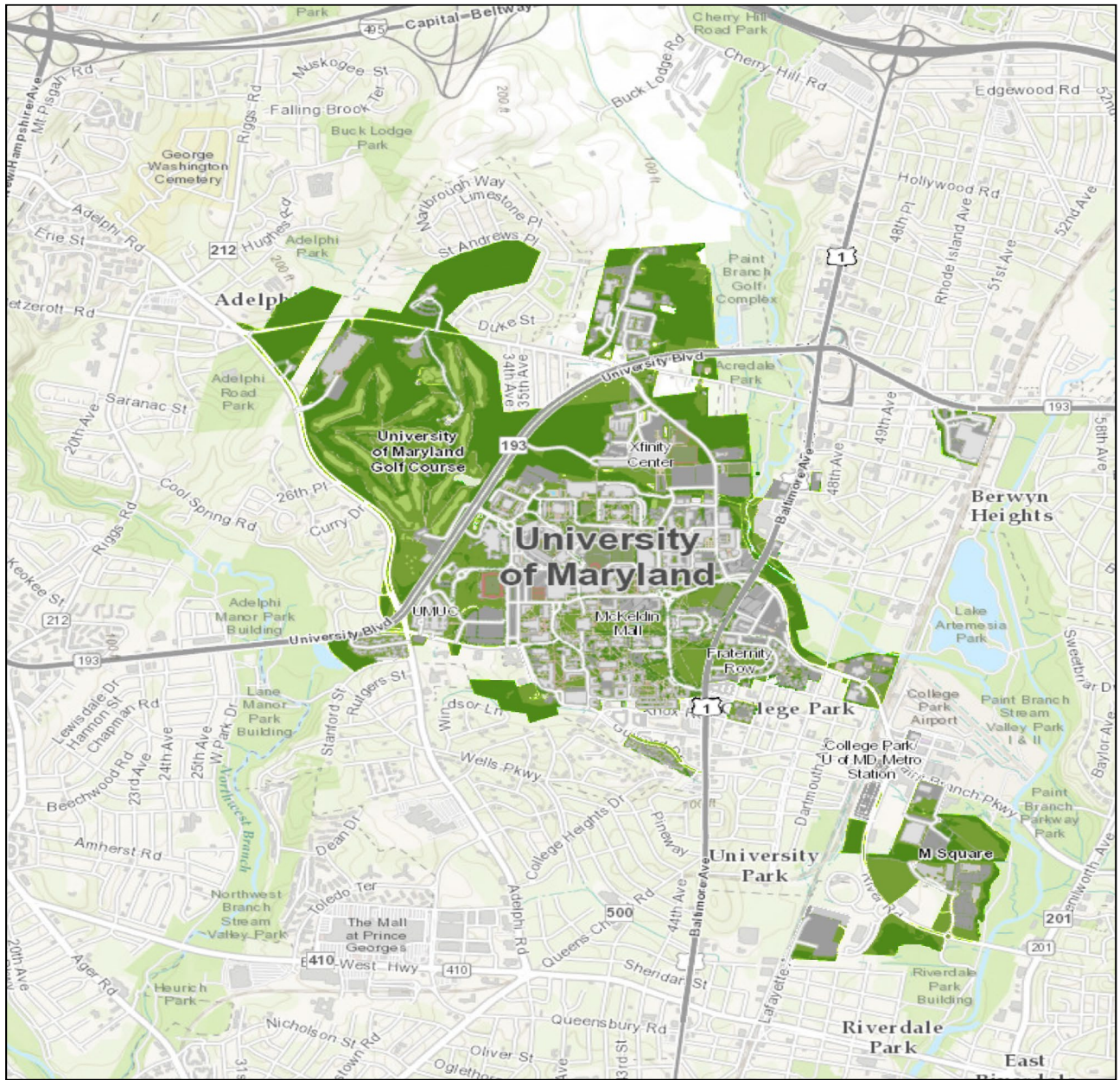
List of “Special Patrol Area” properties that are subject to the Mutual Aid and Reciprocal Enforcement Agreement:

1. All properties belonging to the Commission, but which are immediately adjacent to property belonging to UMD.
2. All properties belonging to UMD, but which are immediately adjacent to properties belonging to the Commission.
3. Any property which is the subject of an easement, right of entry, or any other land-use agreement between UMD and the Commission.
4. Any property which is the subject of an easement, right of entry, or any other land-use agreement between the Commission or UMD and a third party.
5. The following specific properties:

Acredale Park	4300 Metzertott Road College Park, MD, 20740
Berwyn Park	8301 49th Avenue College Park, MD, 20740
Albion Road	4535 Albion Road
Calvert Park	4807 Drexel Road College Park, MD, 20740
College Park Airport	1909 Corporal Frank S Scott Drive College Park, MD, 20740
College Park Aviation Museum	1985 Corporal Frank S Scott Drive College Park, MD, 20740
College Park Community Center	5051 Pierce Avenue College Park, MD, 20740
College Park Woods Park	9119 Saint Andrew's Place College Park, MD, 20740
Ellen E. Linson SplashPark	5211 Paint Branch Parkway College Park, MD, 20740
Herbert W. Wells Ice Skating Center	5211 Paint Branch Parkway College Park, MD, 20740
Junior Tennis Champions Center	5200 Paint Branch Parkway College Park, MD, 20740
Lake Artemesia Park	8200 55th Avenue Berwyn Heights, MD, 20740
Lakeland Park	4901 Lakeland Road College Park, MD, 20740
Paint Branch Golf Complex	4690 University Boulevard College Park, MD, 20740
Paint Branch Parkway Park	5202 Campus Drive College Park, MD, 20740

EXHIBIT A, AREA MAP

University of Maryland Campus Map



University of Maryland - Facilities Management - Campus GIS
Date Created: October 14, 2016

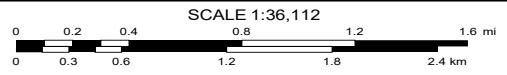


EXHIBIT B: MAPS OF SPECIAL PATROL AREAS

Acredale Park



M-NCPPC's Acredale Park



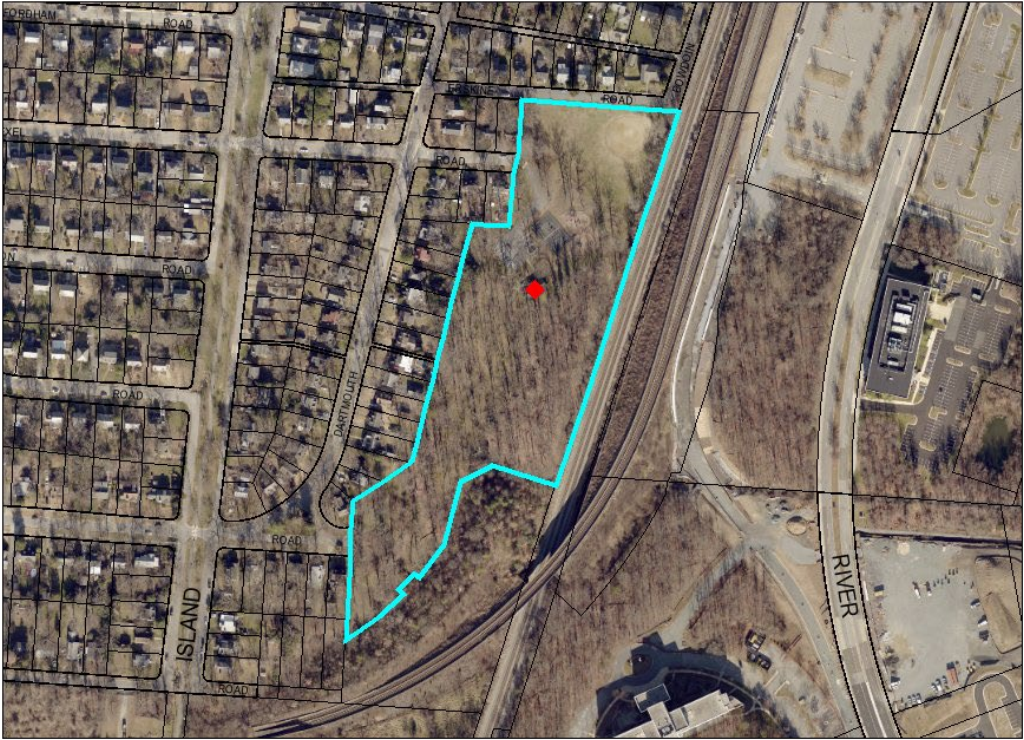
Albion Road

M-NCPPC's Albion Road Property



Calvert Park

M-NCPPC's Calvert Park



College Park Airport & College Park Airport Museum

M-NCPPC's College Park Airport and College Park Airport Museum



College Park Community Center

M-NCPPC's College Park Community Center



College Park Woods Park

M-NCPPC's College Park Woods Park



College Park Woods Trail version 2



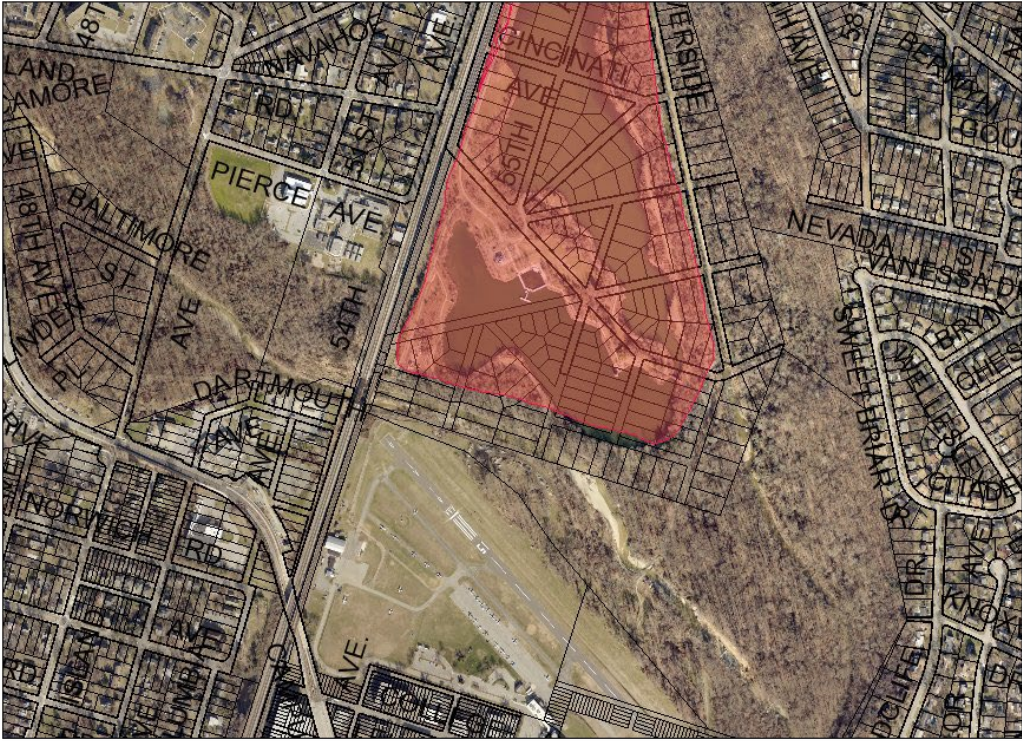
Junior Tennis Champions Center

M-NCPPC Land leased to Junior Tennis Champions Center



Lake Artemesia Park

Lake Artemesia Vicinity Map



Lakeland Park

M-NCPPC's Lakeland Park



Linson Wells/Litton Property



Linson - Wells



M-NCPPC Easement through Litton Property (south of Wells Linson)



Northgate Easement

MMB 233-74

LINE TABLE

LINE	BEARING	DISTANCE
1	S 89°54' E	51.27
2	S 89°54' E	51.27

NOTES

1. Agreement of this plat will have no impact on the existing public water and sewer. Any other utility lines shall be shown on the approved site plan.
2. All easement rights shall be fully enforceable in accordance with the provisions of the easement instrument recorded in the Prince George's County Land Records Office.
3. This property is located in the vicinity of the College Park Airport. Prince George's County has determined that premises within operational use sites of a public use/emergency use general aviation airport may be subject to use right by aircraft. Residents of property used for public use/emergency use should be hereby notified that they may be subject to these conditions. Use of the property shall be subject to these conditions. Prince George's County guarantees the general aviation restrictions (Airport Policy Annex) on the development of some property when general aviation airport environments. The applicant shall provide notice to prospective tenants.
4. This plat is subject to Amendment to Ordinance and Agreement recorded in Liber 28874 of Title 474, approved by Ordinance 0-10 and 05 of PGCRS No. 03-1923 which will show herein/therein to all parcels of University Overlook and University Overlook in accordance with the approved OSP-18880/75.
5. Development is subject to conditions of PGCRS Resolution No. 04-76(1).
6. Development of this property must conform to the Unified Site Plan which was approved by the Planning Board on 5/21/2008, OSP-18880/75 or as amended by any subsequent resolutions.
7. The entire site lies within the 100 year floodplain. Prince George's County Department of Environmental Management is in review since September 15, 2009. Any questions as to the development which will result in the installation of other structures to be constructed shall be the applicant's direction.
8. Prior to issuance of building permits, the applicant shall submit a recreational facilities package in accordance with Condition No. 3 of PGCRS No. 03-76(1).
9. Issuance of building permits is subject to transportation conditions of PGCRS No. 03-76(1).
10. This plat has been prepared in accordance with Section 24-1114(e)(7)(D) and 24-1115B for Parcel B and Section 24-1115B for Parcel E.

SUBMITTER'S DECLARATION

We hereby certify that the plat shown herein is correct, that it is a subdivision of all of the land conveyed by CDRAAL, LLC to 8950 BALTIMORE AVENUE LLC (formerly known as 1400 WOODROW WALK) by deed dated January 21, 2008, and recorded among the land records of Prince George's County, Maryland, in Liber 28874 of Title 474, and that all of the land conveyed by CDRAAL, LLC to 8950 BALTIMORE AVENUE LLC by deed dated January 21, 2008, and recorded among the land records of Prince George's County, Maryland, in Liber 28874 of Title 474, and that the entire property is as depicted on a plat of subdivision recorded in the Public Records Office of Prince George's County, Maryland, in Liber 28874 of Title 474, and that the entire property is as depicted on a plat of subdivision recorded in the Public Records Office of Prince George's County, Maryland, in Liber 28874 of Title 474, and that the entire property is as depicted on a plat of subdivision recorded in the Public Records Office of Prince George's County, Maryland, in Liber 28874 of Title 474.

FILED

NOV 1 2010

NOTARY PUBLIC

8950 BALTIMORE AVENUE LLC

By: [Signature]

8950 ASSOCIATES LLC

By: [Signature]

PARCELS D & E

UNIVERSITY OVERLOOK

PRINCE GEORGE'S COUNTY, MARYLAND

ELECTION DISTRICT No. 21

SCALE: 1" = 50' JANUARY, 2011

MHG Hearn, Harned & Greenock, P.A.
Engineers + Planners
Landscape Architects + Surveyors

1010 Monument Blvd., Ste 100
Springer Park, Maryland
20781-1700

Phone: 301-274-0800
Fax: 301-274-0805
www.mhgpa.com

02103.33

FOR PUBLIC WATER AND SEWER SYSTEMS ONLY

THE MARYLAND-NATIONAL CAPITAL PARK & PLANNING COMMISSION
PRINCE GEORGE'S COUNTY PLANNING
APPROVED February 24, 2011

PLANNING DIRECTOR

DEPARTMENT OF ENVIRONMENTAL RESOURCES
PRINCE GEORGE'S COUNTY, MARYLAND
APPROVED February 1, 2011

DIRECTOR OF RESOURCES

RECORDED 3-7-11

PLAT BOOK MMB 233

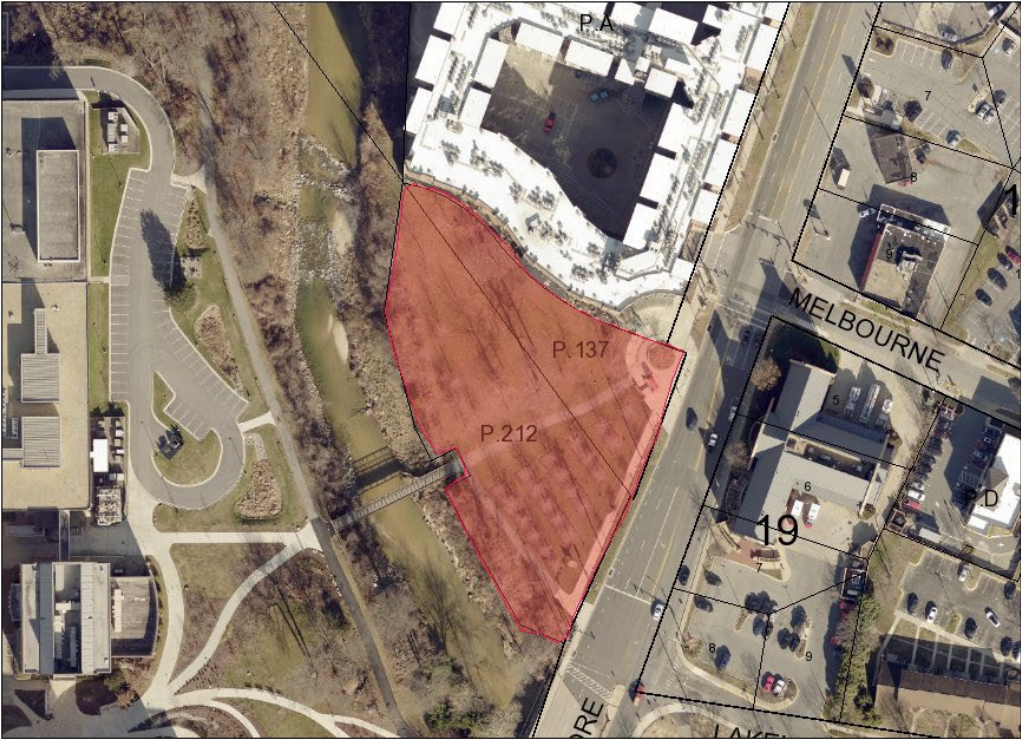
PLAT No. 74

PGCRS Sheet #210 NE 04

P182648 USA 554 12 50 18012

Northgate Urban Park

M-NCPPC's Northgate Urban Park



Paint Branch

M-NCPPC Paint Branch Golf Complex

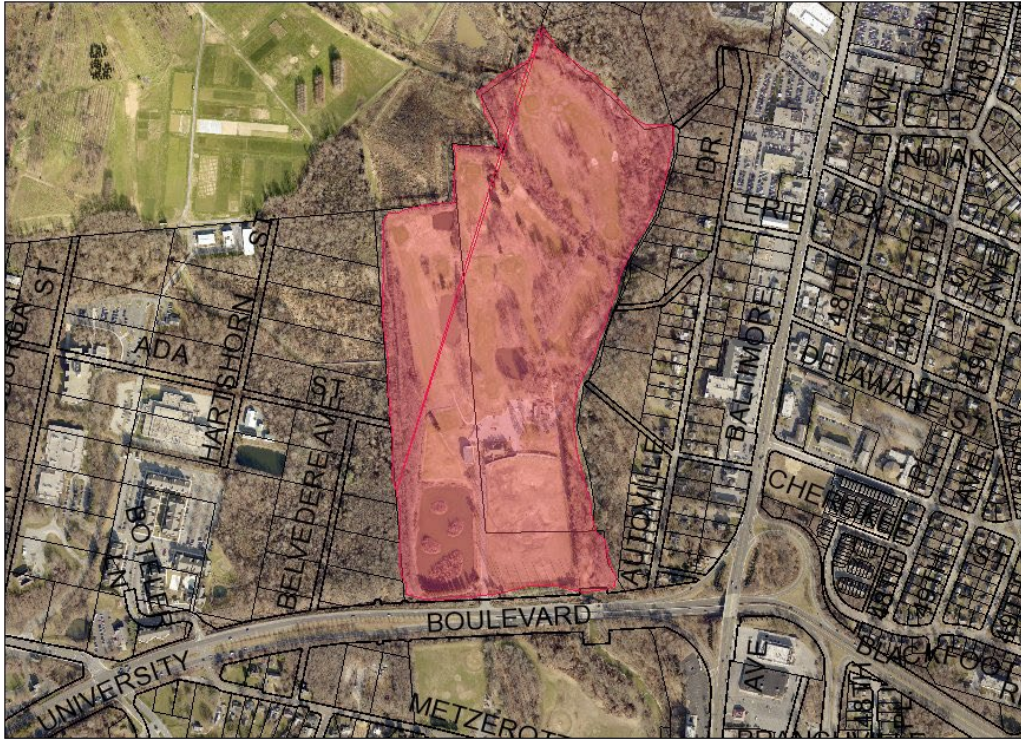


EXHIBIT C, UNIVERSITY OF MARYLAND AUTHORIZATION

VICE PRESIDENT AND CHIEF ADMINISTRATIVE OFFICER

**Carlo Colella, VP & CAO
University of Maryland, College Park, MD**

CHIEF OF POLICE, UNIVERSITY OF MARYLAND

**David B. Mitchell, Chief of Police
University of Maryland, College Park, MD**

**EXHIBIT D, CHIEF OF POLICE OF PRINCE GEORGE’S COUNTY, MARYLAND
AUTHORIZATION**

CHIEF OF POLICE, PRINCE GEORGE’S COUNTY, MARYLAND

**Malik Aziz, Chief of Police
Prince George’s County, Maryland**

PRINCE GEORGE’S COUNTY, MARYLAND

**Barry L. Stanton
Chief Administrative Officer
for Public Safety for Prince George’s County, Maryland**

EXHIBIT E, COMMISSION RESOLUTION

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MEMORANDUM



EMPLOYEES' RETIREMENT SYSTEM

The Maryland-National Capital Park and Planning Commission

6611 Kenilworth Avenue, Suite 100

Riverdale, Maryland 20737


(301) 454-1415 - Telephone

(301) 454-1420 - Facsimile

Andrea L. Rose
Executive Director

To: The Maryland-National Capital Park
& Planning Commission

Date: March 5, 2024

Via: Peter A. Shapiro 
Chair, ERS Board of Trustees

From: Andrea L. Rose *Andrea Rose*
ERS Executive Director

Subject: ***Acknowledge Sergeant Anton White as the Fraternal Order of Police Represented Trustee to the ERS Board of Trustees for the remainder of the term ending June 30, 2025***

RECOMMENDATION

On behalf of the Board of Trustees of the Maryland-National Capital Park and Planning Commission ("Commission") Employees' Retirement System (ERS), I respectfully request the Commission acknowledge Sergeant Anton White as the newly elected Fraternal Order of Police (FOP) Represented Trustee to serve the remainder of the term ending June 30, 2025.

BACKGROUND

In accordance with Section 2.1.5(b) of the Plan Document, Sergeant Anton White was elected by the FOP to replace Sergeant Howard Brown on the ERS Board. At its March 5, 2024 meeting, the Board acknowledged Sergeant White as the FOP Represented Trustee to serve the remainder of the term ending June 30, 2025.

Sergeant White joined the Prince George's County Park Police Division in February 2007 and has 17 years of experience, including 11 years as a former K-9 Handler and Mounted Police Officer.

Sergeant White is passionate about community service and has participated in a monthly food bank delivery program for elderly citizens within Prince George's County, with The Carpenter's Son program in Baltimore, MD and as a volunteer football coach with M-NCPPC, Department of Parks and Recreation, Prince George's County.

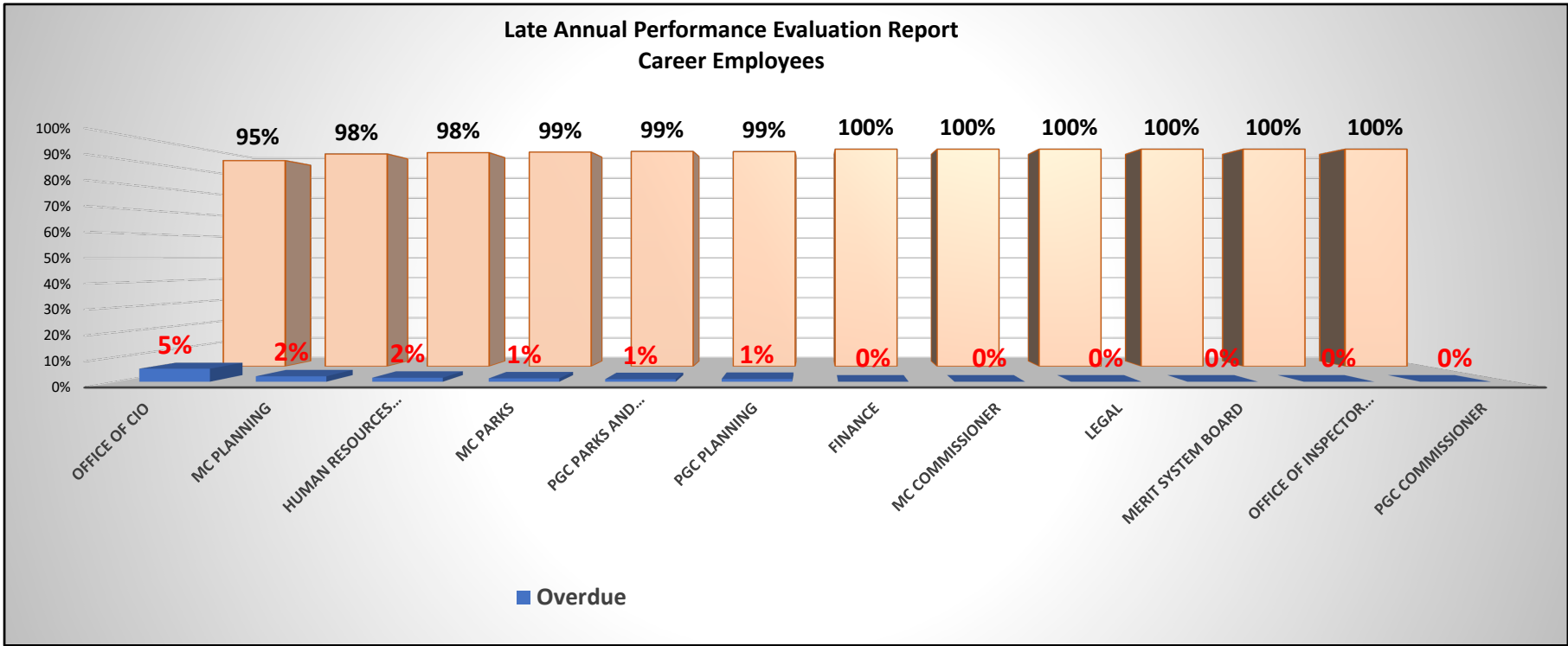
Thank you for your action.

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**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
EMPLOYEE PERFORMANCE EVALUATIONS NOT COMPLETED BY DUE DATE
BY DEPARTMENT AS OF FEBRUARY 2024**

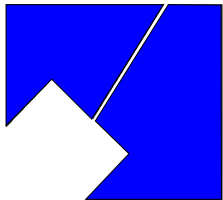
	<u>31 - 60 DAYS</u>		<u>61 - 90 DAYS</u>		<u>91 + DAYS</u>		<u>DEPARTMENT TOTALS</u>	
	Jan-24	Feb-24	Jan-24	Feb-24	Jan-24	Feb-24	Jan-24	Feb-24
CHAIRMAN, MONTGOMERY COUNTY	0	0	0	0	0	0	0	0
CHARIMAN, PRINCE GEORGE'S COUNTY	0	0	0	0	0	0	0	0
OFFICE OF CIO	0	0	0	0	1	1	1	1
OFFICE OF INSPECTOR GENERAL	0	0	0	0	0	0	0	0
EXECUTIVE COMMITTEE/CHAIRS	0	0	0	0	0	0	0	0
DEPT. OF HUMAN RESOURCES & MGT.	0	2	0	0	0	0	0	1
LEGAL DEPARTMENT	0	0	0	0	0	0	0	0
FINANCE DEPARTMENT	0	0	0	0	0	0	0	0
PRINCE GEORGE'S PLANNING	0	0	0	0	0	0	0	2
PRINCE GEORGE'S PARKS & RECREATION	5	11	2	0	1	1	8	11
MONTGOMERY COUNTY PARKS	13	11	1	0	0	0	12	10
MONTGOMERY COUNTY PLANNING	4	2	1	0	0	1	4	3
DEPARTMENT TOTAL BY DAYS LATE	22	26	4	0	2	3		
COMMISSION-WIDE TOTAL							25	28

**DEPARTMENTS HAVE BEEN NOTIFIED OF LATE EVALUATIONS.



*Data as of February 29, 2024

<u>Employee Count</u>	Evaluation Status		
Department	Compliant	Overdue	Total Employees
Finance	43		43
Human Resources and Mgt	61	1	62
Legal	25		25
MC Commissioner	3		3
MC Parks	729	10	739
MC Planning	132	3	135
Merit System Board	1		1
Office of CIO	18	1	19
Office of Inspector General	6		6
PGC Commissioner	9		9
PGC Parks and Recreation	1,051	11	1,062
PGC Planning	173	2	175
Total Employees	2,251	28	2,279



Maryland-National Capital Park & Planning Commission
 Corporate Policy & Management Operations Division
 Supplier Diversity Program

6611 Kenilworth Avenue • Riverdale, Maryland 20737 • Phone: 301-454-1740

March 6, 2024

To: Commissioners

Via: Asuntha Chiang-Smith, Executive Director
 Tracey A. Harvin, Corporate Policy & Management Operations Director

From: Lawrence Taylor, Supplier Diversity & Inclusion Chief

Re: MFD Purchasing Statistics — Second Quarter FY24

The Commission's procurement policy (Practice 4-10, Purchasing) includes an anti-discrimination component which assures that fair and equitable vendor opportunities are made available to minority, female or disabled owned firms (MFDs). This program is administered jointly by the Office of the Executive Director and the Purchasing Division and includes an MFD subcontracting component based on the Commission procurement practices and the available MFD vendors in the marketplace.

The Commission's new Local/Small Business Enterprise Program will specifically seek to increase procurement opportunities for small businesses located in Montgomery County and Prince George's County and similar efforts focused upon certified Minority Business Enterprises will commence this fall.

The participation of MFDs in the Commission's procurement process during the Second Quarter of FY24 were as follows:

- Attachment A indicates that through the Second Quarter of FY24, the Commission procured \$65,087,679 in goods, professional services, construction, and miscellaneous services and \$16,442,133 or 25.3% was spent with minority, female and disabled (MFD) owned firms.
- Attachment B indicates that in the Second Quarter of FY24, 25.3% was spent with minority, female and disabled (MFD) owned firms.
- Attachment C represents the MFD participation by type of procurement. The MFD participation for construction through the Second Quarter of FY24 was 37.5%. Attachment C also indicates that the largest consumers of goods and services in the Commission are Prince George's County Department of Parks and Recreation and Montgomery Parks. These programs significantly impact the Commission's utilization of MFD firms. The MFD cumulative utilization numbers for these

Departments through the Second Quarter of FY24 are 36.6% and 35.2% respectively.

- Attachment D presents the FY24 activity for the Purchase Card program totaling \$6,630,928 of which 3.5% was spent with minority, female and disabled (MFD) firms. The amount of procurement card activity represents 10.2% of the Commission's total procurement dollars.
- Attachment E portrays the historic MFD participation rates, and the total procurement from FY91 to Second Quarter FY24.
- Attachments F and G show the MFD participation in procurements at various bid levels to determine if MFD vendors are successful in obtaining opportunities in procurements that require informal bidding and formal bidding. Based on the analysis, MFD vendors do appear to be participating, at an overall rate of 29.4% in informal (under \$30,000) and 23.5% in the formal (over \$30,000) procurements. For transactions under \$10k, MFD participation is 10.1%. For transactions over \$10k but under \$30k, MFD participation is 29.7%. MFD vendors are participating at an overall rate of 31.3% in transactions over \$250,000.
- Attachment H presents the total amount of procurements and the number of vendors by location. Of the \$65,087,679 in total procurement, \$40,909,708 was procured from Maryland vendors. Of the \$40,909,708 in procurement from Maryland vendors, \$12,891,837 was procured from MFD vendors located in Maryland with 69.6% or \$11,424,090 procured from MFD vendors located in Montgomery and Prince George's Counties.
- Attachment I compare the utilization of MFD vendors by the Commission with the availability of MFD vendors. The results show under-utilization in the following categories: African American, Asian, Native American, and Females. The amount and percentage of procurement from MFD vendors is broken out by categories as defined by the Commission's Anti-Discrimination Policy.¹
- Attachments J and K show the number and dollar amount of waivers of the procurement policy by department and by reason for waiver.

For further information on this report, please contact the Office of Executive Director at (301) 454-1740.

Attachments

¹ The availability percentages are taken from the most recent State of Maryland disparity study dated June 25, 2018.

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MFD PROCUREMENT STATISTICS
FY 2024
FOR SIX MONTHS ENDED DECEMBER 31, 2023

Attachment A

	Procurement		Waivers		Procurement	
	Total \$		Total \$	Total #	MFD \$	%
<u>Prince George's County</u>						
Commissioners' Office	\$ 64,400	\$ -	-	-	\$ 35,748	55.5%
Planning Department	1,801,175	62,100	1		411,392	22.8%
Parks and Recreation Department	38,472,102	2,201,998	8		10,387,791	27.0%
Total	40,337,677	2,264,098	9		10,834,931	26.9%
<u>Montgomery County</u>						
Commissioners' Office	88,427	-	-		725	0.8%
Planning Department	998,513	-	-		414,449	41.5%
Parks Department	20,524,171	898,939	9		4,135,292	20.1%
Total	21,611,111	898,939	9		4,550,466	21.1%
<u>Central Administrative Services</u>						
Dept. of Human Resources and Mgt.	1,299,256	900,995	7		690,583	53.2%
Finance Department	129,164	72,450	1		7,094	5.5%
Legal Department	121,276	77,769	2		-	0.0%
Merit Board	-	-	-		-	0.0%
Office of Chief Information Officer	1,575,812	20,400	1		359,059	22.8%
Office of Inspector General	13,383	-	-		-	0.0%
Total	3,138,891	1,071,614	11		1,056,736	33.7%
Grand Total	\$ 65,087,679	\$ 4,234,651	29		\$ 16,442,133	25.3%

Note: The "Waivers" columns report the amount and number of purchases approved to be exempt from the competitive procurement process, including sole source procurements.

Prepared by Supplier Diversity Program Manager, Corporate Policy & Management Operations Division
February 21, 2022

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MFD PROCUREMENT STATISTICS

FY 2024

MFD STATISTICS - CUMULATIVE AND ACTIVITY BY QUARTER

Attachment B

CUMULATIVE BY QUARTER

	SEPTEMBER	DECEMBER	MARCH	JUNE
<u>Prince George's County</u>				
Commissioners' Office	52.8%	55.5%		
Planning Department	40.1%	22.8%		
Parks and Recreation Department	22.2%	27.0%		
Total	<u>22.6%</u>	<u>26.9%</u>		
<u>Montgomery County</u>				
Commissioners' Office	0.0%	0.8%		
Planning Department	54.5%	41.5%		
Parks Department	20.5%	20.1%		
Total	<u>22.3%</u>	<u>21.1%</u>		
<u>Central Administrative Services</u>				
Dept. of Human Resources and Mgt.	79.4%	53.2%		
Finance Department	6.7%	5.5%		
Legal Department	0.0%	0.0%		
Merit Board	0.0%	0.0%		
Office of Chief Information Officer	29.3%	22.8%		
Office of Inspector General	0.0%	0.0%		
Total	<u>46.2%</u>	<u>33.7%</u>		
Grand Total	<u><u>23.8%</u></u>	<u><u>25.3%</u></u>		

ACTIVITY BY QUARTER

	FIRST QUARTER	SECOND QUARTER	THIRD QUARTER	FOURTH QUARTER	TOTAL
<u>Prince George's County</u>					
Commissioners' Office	52.8%	57.7%			55.5%
Planning Department	40.1%	17.0%			22.8%
Parks and Recreation Department	22.2%	32.9%			27.0%
Total	<u>22.6%</u>	<u>31.8%</u>			<u>26.9%</u>
<u>Montgomery County</u>					
Commissioners' Office	0.0%	0.9%			0.8%
Planning Department	54.5%	16.9%			41.5%
Parks Department	20.5%	19.7%			20.1%
Total	<u>22.3%</u>	<u>19.5%</u>			<u>21.1%</u>
<u>Central Administrative Services</u>					
Dept. of Human Resources and Mgt.	79.4%	15.6%			53.2%
Finance Department	6.7%	4.4%			5.5%
Legal Department	0.0%	0.0%			0.0%
Merit Board	0.0%	0.0%			0.0%
Office of Chief Information Officer	29.3%	7.6%			22.8%
Office of Inspector General	0.0%	0.0%			0.0%
Total	<u>46.2%</u>	<u>11.0%</u>			<u>33.7%</u>
Grand Total	<u><u>23.8%</u></u>	<u><u>27.0%</u></u>			<u><u>25.3%</u></u>

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

MFD PROCUREMENT STATISTICS
BY MAJOR PROCUREMENT CATEGORY
FY 2024

FOR SIX MONTHS ENDED DECEMBER 31, 2023

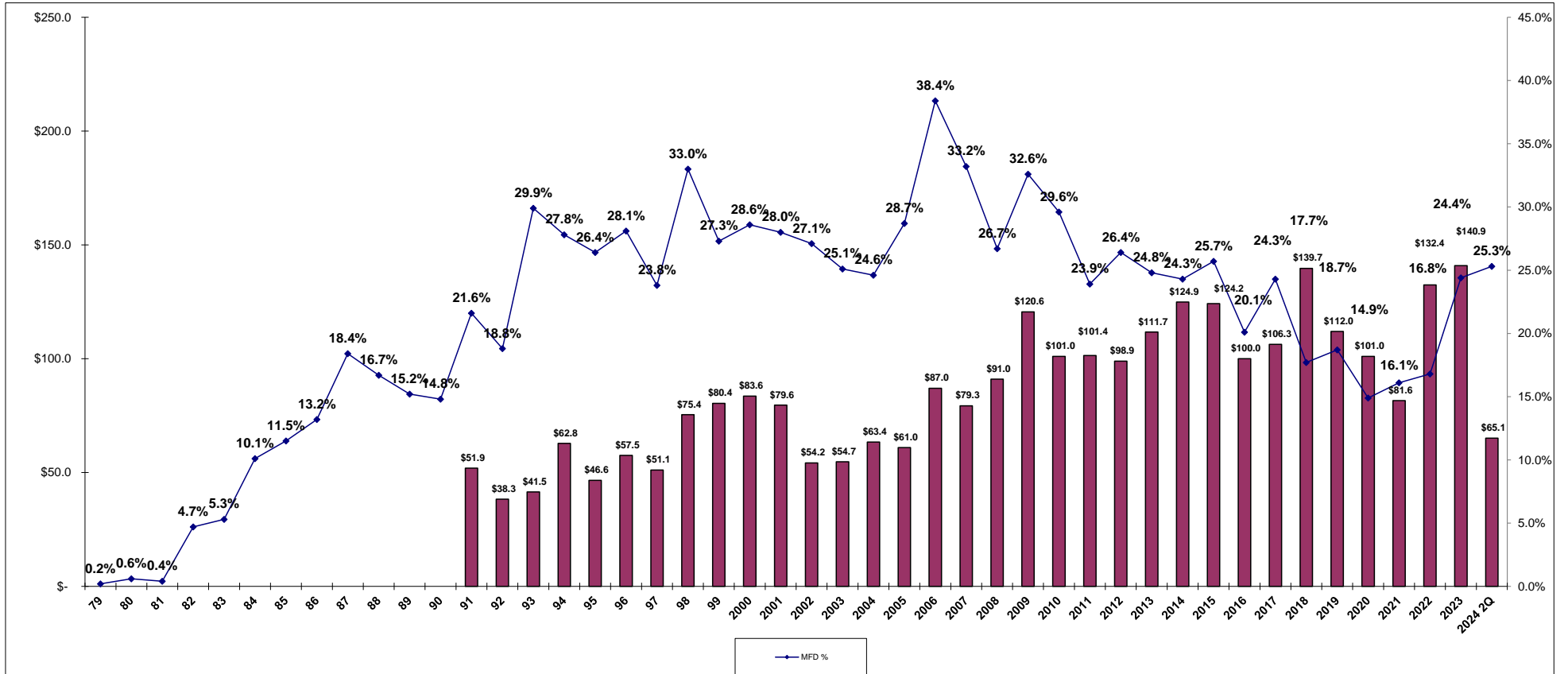
ATTACHMENT C

	Grand Total	Montgomery Planning	Montgomery Parks	Pr. Geo. Parks & Recreation	Pr. Geo. Planning	Dept. of Human Resources	Finance Dept.	Legal Dept.	Office of Chief Information
Goods:									
Total \$	\$ 19,606,146	\$ 104,415	\$ 6,935,033	\$ 11,680,608	\$ 378,259	\$ 70,670	\$ 52,256	\$ 14,250	\$ 370,655
MFD \$	\$ 1,228,122	\$ 162	\$ 85,418	\$ 697,945	\$ 123,877	\$ 0	\$ 4,122	\$ 0	\$ 316,598
Percentage	6.3%	0.2%	1.2%	6.0%	32.7%	0.0%	7.9%	0.0%	85.4%
Miscellaneous Services:									
Total \$	\$ 10,184,900	\$ 744,118	\$ 3,976,621	\$ 3,878,087	\$ 852,968	\$ 104,008	\$ 72,708	\$ 11,832	\$ 544,558
MFD \$	\$ 2,477,145	\$ 414,287	\$ 1,105,968	\$ 854,668	\$ 42,660	\$ 20,729	\$ 2,972	\$ 0	\$ 35,861
Percentage	24.3%	55.7%	27.8%	22.0%	5.0%	19.9%	4.1%	0.0%	6.6%
Professional Services:									
Total \$	\$ 7,263,347	\$ 149,980	\$ 1,987,930	\$ 3,575,496	\$ 569,948	\$ 220,000	\$ 4,200	\$ 95,194	\$ 660,599
MFD \$	\$ 2,262,815	\$ 0	\$ 263,433	\$ 1,747,927	\$ 244,855	\$ 0	\$ 0	\$ 0	\$ 6,600
Percentage	31.2%	0.0%	13.3%	48.9%	43.0%	0.0%	0.0%	0.0%	1.0%
Construction:									
Total \$	\$ 27,867,076	\$ 0	\$ 7,624,587	\$ 19,337,911	\$ 0	\$ 904,578	\$ 0	\$ 0	\$ 0
MFD \$	\$ 10,437,578	\$ 0	\$ 2,680,473	\$ 7,087,251	\$ 0	\$ 669,854	\$ 0	\$ 0	\$ 0
Percentage	37.5%	0.0%	35.2%	36.6%	0.0%	74.1%	0.0%	0.0%	0.0%
SUBTOTAL									
Total \$	\$ 64,921,469	\$ 998,513	\$ 20,524,171	\$ 38,472,102	\$ 1,801,175	\$ 1,299,256	\$ 129,164	\$ 121,276	\$ 1,575,812
MFD \$	\$ 16,405,660	\$ 414,449	\$ 4,135,292	\$ 10,387,791	\$ 411,392	\$ 690,583	\$ 7,094	\$ 0	\$ 359,059
Percentage	25.3%	41.5%	20.1%	27.0%	22.8%	53.2%	5.5%	0.0%	22.8%
Pr. Geo. Commissioners' Office									
Total \$	\$ 64,400								
MFD \$	\$ 35,748								
Percentage	55.5%								
Mont. Commissioners' Office									
Total \$	\$ 88,427								
MFD \$	\$ 725								
Percentage	0.8%								
Merit Board									
Total \$	\$ 0								
MFD \$	\$ 0								
Percentage	0.0%								
Office of Inspector General									
Total \$	\$ 13,383								
MFD \$	\$ 0								
Percentage	0.0%								
GRAND TOTAL \$	\$ 65,087,679								
MFD\$	\$ 16,442,133								
Percentage	25.3%								



THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MFD PROCUREMENT RESULTS and TOTAL PROCUREMENT (millions)

Attachment E

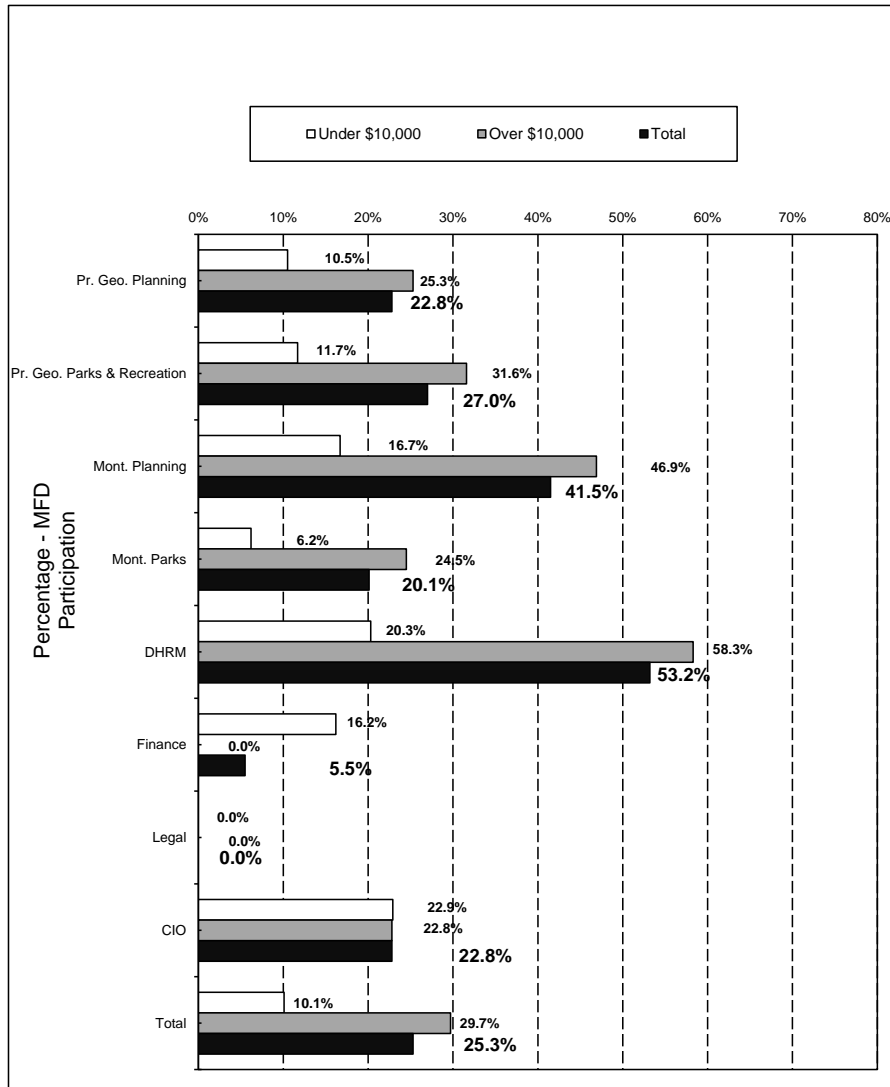


TOTAL PROCUREMENT \$ (MIL.)	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024 2Q
MFD %	\$124.2	\$100.0	\$106.3	\$139.7	\$112.0	\$101.0	\$81.6	\$132.4	\$140.9	\$65.1
	25.7%	20.1%	24.3%	17.7%	18.7%	14.9%	16.1%	16.8%	24.4%	25.3%

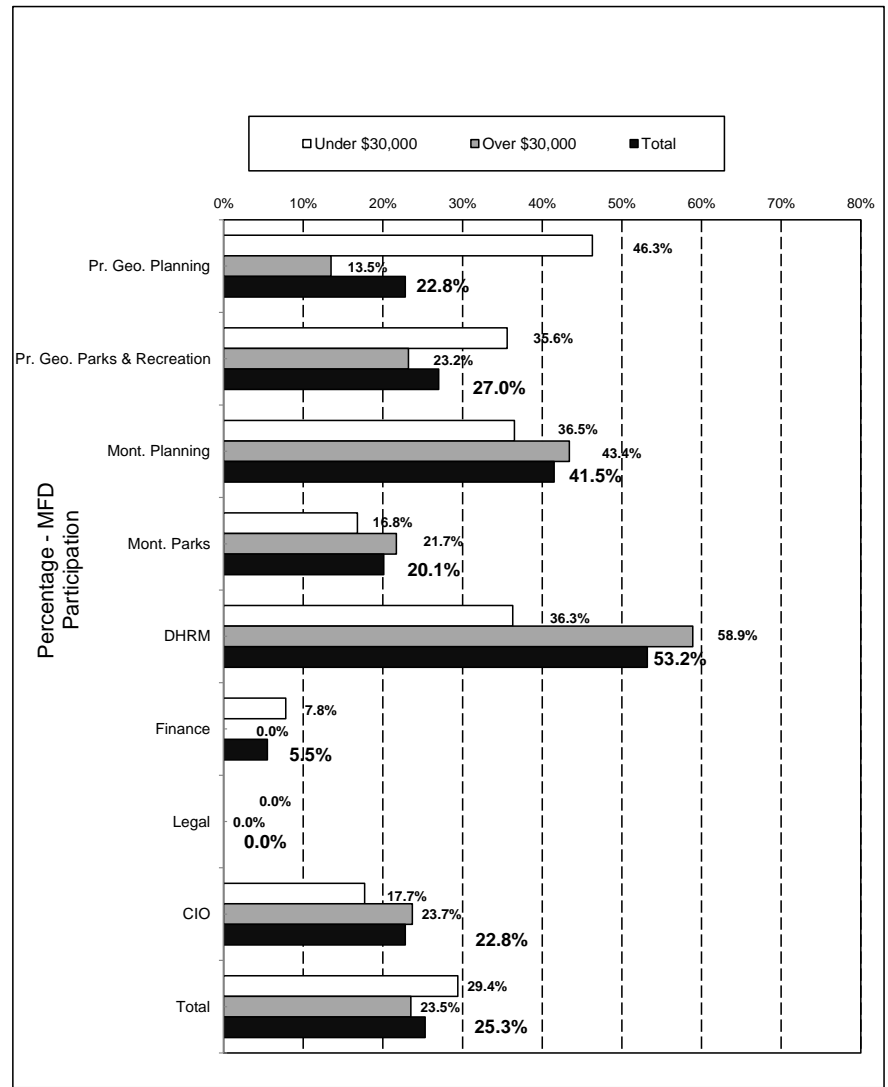
Prepared by Supplier Diversity Program Manager, Corporate Policy & Management Operations Division
 February 21, 2024

The Maryland-National Capital Park and Planning Commission
 MFD Procurement Statistics - Transactions Under/Over \$10,000 & \$30,000 plus Total %
 FY 2024 2Q

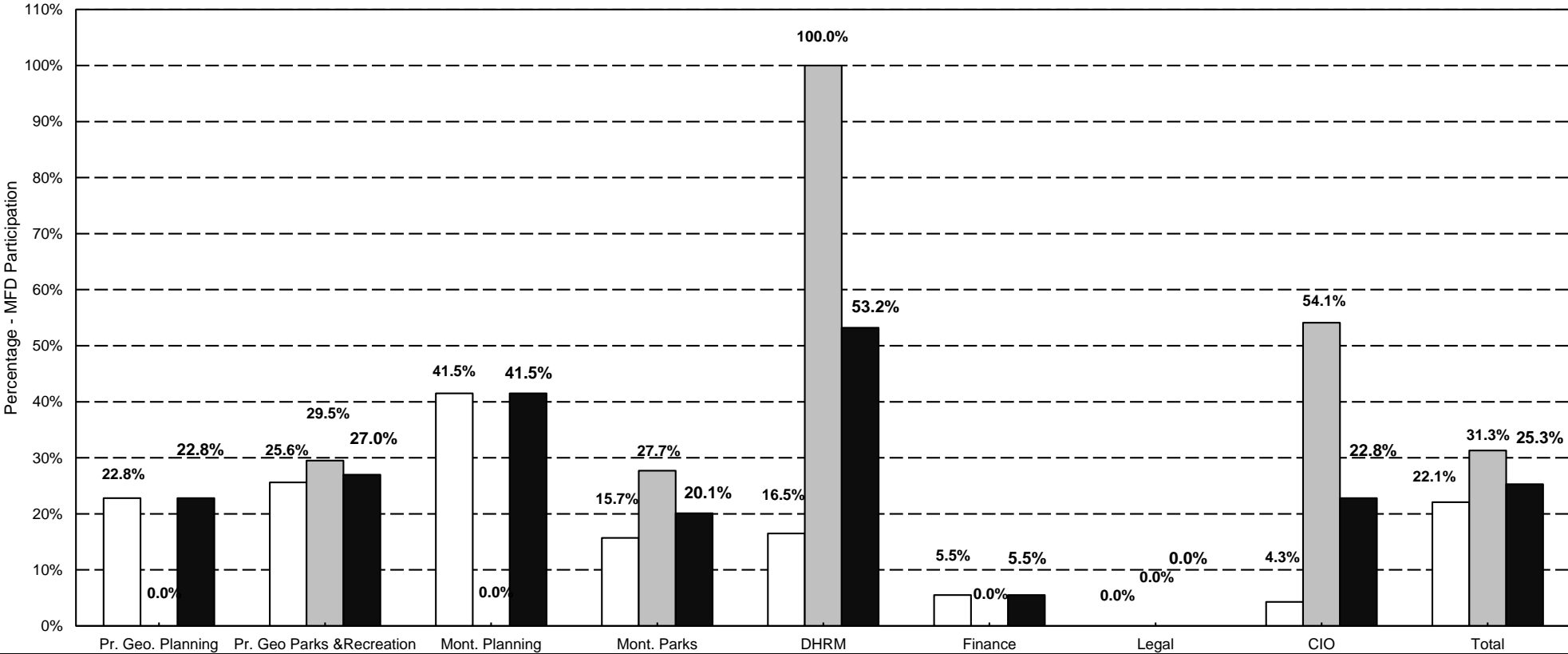
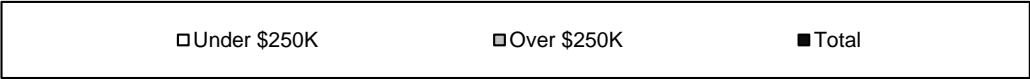
Under/Over \$10,000



Under/Over \$30,000



The Maryland-National Capital Park and Planning Commission
 MFD Procurement Statistics - Transactions Under /Over \$250,000 and Total %
 FY 2024 2Q



Prepared by Supplier Diversity Program Manager, Corporate Policy & Management Operations Division
 February 21, 2024

THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

Amount of Procurement and Number of Vendors by Location

FY 2024

FOR SIX MONTHS ENDED DECEMBER 31, 2023

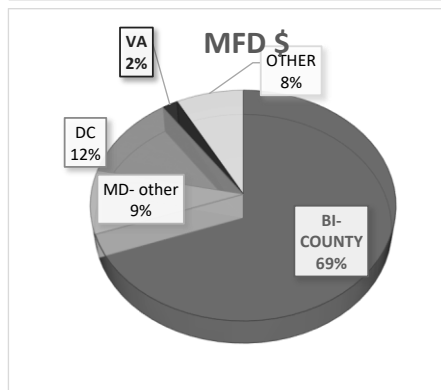
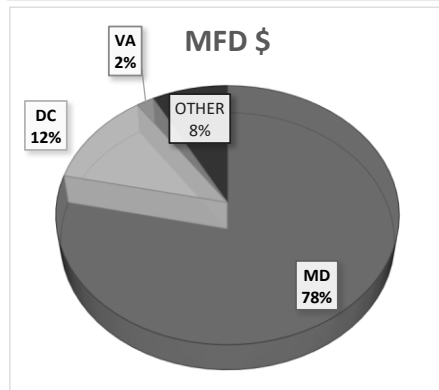
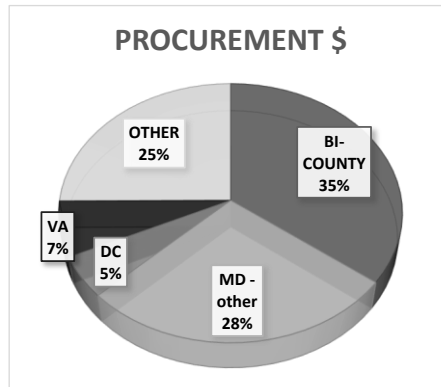
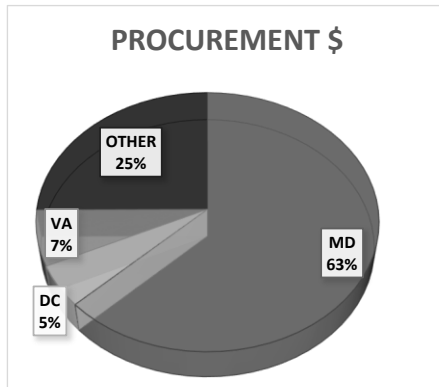
Attachment H

ALL VENDORS

Location	Procurement		Number of Vendors	
	Amount	%	Number	%
Montgomery County	\$ 8,577,542	13.2%	234	15.9%
Prince George's County	14,387,723	22.1%	360	24.6%
Subtotal	22,965,265	35.3%	594	40.5%
Maryland - other locations	17,944,443	27.5%	285	19.4%
Total Maryland	40,909,708	62.8%	879	59.9%
District of Columbia	3,367,024	5.2%	67	4.6%
Virginia	4,488,000	6.9%	121	8.2%
Other Locations	16,322,947	25.1%	401	27.3%
Total	\$ 65,087,679	100.0%	1,468	100.0%

MFD Vendors

Location	Procurement		Number of Vendors	
	Amount	%	Number	%
Montgomery County	\$ 2,015,720	12.3%	44	20.3%
Prince George's County	9,408,370	57.3%	73	33.6%
Subtotal	11,424,090	69.6%	117	53.9%
Maryland - other locations	1,467,747	8.9%	45	20.7%
Total Maryland	12,891,837	78.5%	162	74.6%
District of Columbia	1,963,224	11.9%	18	8.3%
Virginia	299,365	1.8%	13	6.0%
Other Locations	1,287,707	7.8%	24	11.1%
Total	\$ 16,442,133	100.0%	217	100.0%



Prepared by Supplier Diversity Program Manager, Corporate Policy & Management Operations Division
February 21, 2024

Note: The number of vendors excludes purchase card vendors.

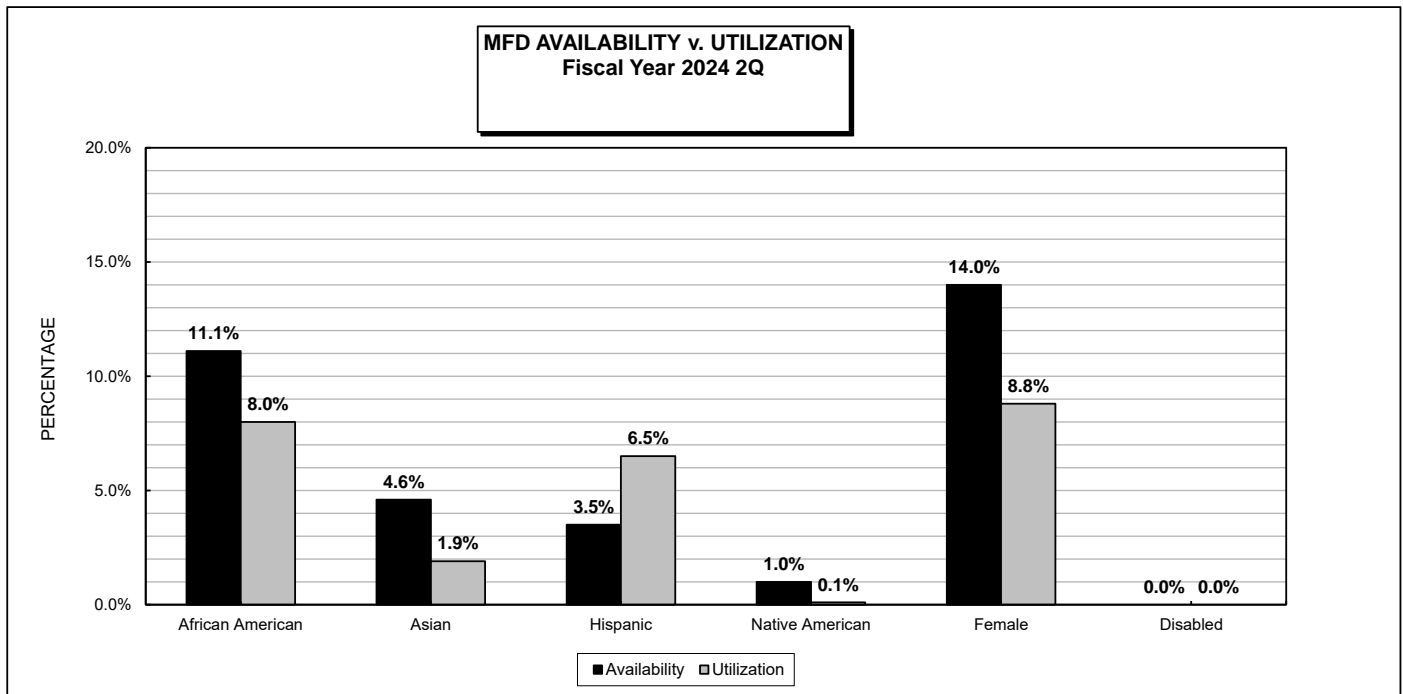
THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
MFD PROCUREMENT RESULTS
FY 2024
FOR SIX MONTHS ENDED DECEMBER 31, 2023

Attachment I

Total Amount of Procurement **\$ 65,087,679**

**Amount, Percentage of Procurement by Category, and
 Percentage of Availability by Category:**

	<u>Procurement</u>		<u>Availability</u>
	<u>Amount</u>	<u>%</u>	<u>%</u>
Minority Owned Firms			
African American	\$ 5,233,037	8.0%	11.1%
Asian	1,225,854	1.9%	4.6%
Hispanic	4,199,818	6.5%	3.5%
Native American	61,447	0.1%	1.0%
Total Minority Owned Firms	10,720,156	16.5%	20.2%
Female Owned Firms	5,721,025	8.8%	14.0%
Disabled Owned Firms	952	0.0%	n/a
Total Minority, Female, and Disabled Owned Firms	\$ 16,442,133	25.3%	34.2%



Note: (1) Availability percentages are taken from State of Maryland study titled "Disadvantaged Business Enterprise Disparity Study: Vol. 1", dated June 25, 2018, page 13.

(2) n/a = not available

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
REASONS FOR WAIVERS**

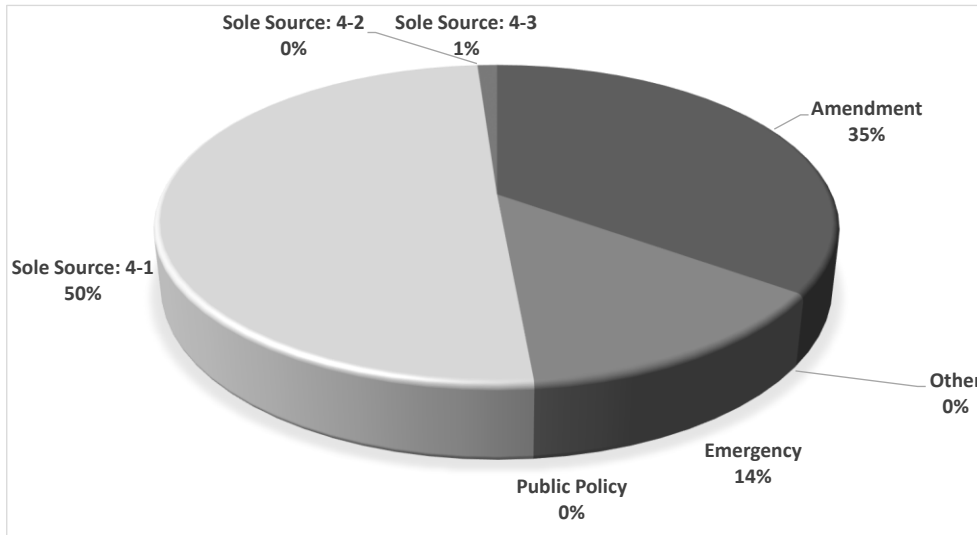
CUMULATIVE DOLLAR AMOUNT & NUMBER OF WAIVERS

FY 2024

FOR SIX MONTHS ENDED DECEMBER 31, 2023

Attachment J

REASON	NUMBER	AMOUNT	%
Emergency	5	\$ 579,244	13.7%
Other	0	\$ -	0.0%
Public Policy	0	\$ -	0.0%
Amendment	8	\$ 1,476,817	34.9%
Sole Source: 4-1	13	\$ 2,130,964	50.3%
Sole Source: 4-2	1	\$ 1,630	0.0%
Sole Source: 4-3	2	\$ 45,996	1.1%
Total	29	\$ 4,234,651	100.0%



Waiver Reason Definitions:

Emergency:

Sudden and unforeseeable circumstance have arisen which actually or imminently threaten the continuance of an essential operation of the Commission or which threaten public health, welfare or safety such that there is not enough time to conduct the competitive bidding.

Required by Law or Grant:

Public law or the terms of a donation/grant require that the above noted vendor be chosen.

Amendment:

A contract is already in place and it is appropriate for the above noted vendor to provide additional services and/or goods not within the original scope of the contract because the interested service and/or goods are uniquely compatible with the Commission's existing systems and patently superior in quality and/or capability than what can be gained through an open bidding process.

Sole Source 4:

It has been determined that:

- #1: The vendor's knowledge and experience with the Commission's existing equipment and/or systems offer a greater advantage in quality and/or cost to the Commission than the cost savings possible through competitive bidding, or
- #2: The interested services or goods need to remain confidential to protect the Commission's security, court proceedings and/or contractual commitments, or
- #3: The services or goods have no comparable and the above noted vendor is the only distributor for the interested manufacturer or there is otherwise only one source available for the sought after services or goods, e.g. software maintenance, copyrighted materials, or otherwise legally protected goods or services.

**THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION
TOTAL WAIVERS, MFD WAIVERS, AND SOLE SOURCE WAIVERS BY DEPARTMENT
PROCESSED FY 2024
FOR THE SIX MONTHS ENDED DECEMBER 31, 2023**

Attachment K

	Total Waivers		MFD/Waivers		% of MFD	Sole Source 4-1 Waivers		Sole Source 4-2 Waivers		Sole Source 4-3 Waivers		%Sole Source
	\$	Number	\$	Number	%	\$	Number	\$	Number	\$	Number	%
Prince George's County												
Commissioners' Office	\$ -	0	\$ -	0	0.0%	\$ -	0	\$ -	0	\$ -	0	0.0%
Planning Department	62,100	1	-	0	0.0%	62,100	1	-	0	-	0	100.0%
Parks and Recreation Department	2,201,998	8	-	0	0.0%	972,883	5	-	0	28,996	1	45.5%
Total	2,264,098	9	-	0	0.0%	1,034,983	6	-	0	28,996	1	47.0%
Montgomery County												
Commissioners' Office	-	0	-	0	0.0%	-	0	-	0	-	0	0.0%
Planning Department	-	0	-	0	0.0%	-	0	-	0	-	0	0.0%
Parks Department	898,939	9	-	0	0.0%	798,212	4	1,630	1	17,000	1	90.9%
Total	898,939	9	-	0	0.0%	798,212	4	1,630	1	17,000	1	90.9%
Central Administrative Services												
Dept. of Human Resources and Mgt.	900,995	7	-	0	0.0%	270,000	2	-	0	-	0	30.0%
Finance Department	72,450	1	-	0	0.0%	-	0	-	0	-	0	0.0%
Legal Department	77,769	2	-	0	0.0%	27,769	1	-	0	-	0	35.7%
OCIO	20,400	1	-	0	0.0%	-	0	-	0	-	0	0.0%
Merit Board	-	0	-	0	0.0%	-	0	-	0	-	0	0.0%
Total	1,071,614	11	-	0	0.0%	297,769	3	-	0	-	0	27.8%
Grand Total	\$ 4,234,651	29	\$ -	0	0.0%	\$2,130,964	13	\$ 1,630	1	\$ 45,996	2	51.4%

Purpose of Summary of Waiver Report:

- (1) To monitor the amount, number, reasons for waivers in order to ensure the Commission is encouraging and maintaining good community, public, vendor, and interdepartmental relations;
To ensure fair and equitable treatment of all persons who deal in purchasing matters; to promote economy in Commission purchasing; and to ensure that minority owned firms receive a fair share of Commission awards (source: Practice 4-10); and
- (2) To comply with the Prince George's Planning Board directive of January 29, 1991 to report waiver activity to the Department Heads and the Planning Boards on a quarterly basis.

Sole Source: 4

It has been determined that:

- 4-1: The vendor's knowledge and experience with the Commission's existing equipment and/or systems offer a greater advantage in quality and/or cost to the Commission than the cost savings possible through competitive bidding, or
- 4-2: The interested services or goods need to remain confidential to protect the Commission's security, court proceedings and/or contractual commitments, or
- 4-3: The services or goods have no comparable and the above noted vendor is the only distributor for the interested manufacturer or there is otherwise only one source available for the sought after services or goods, e.g. software maintenance, copyrighted materials, or otherwise legally protected goods or services.

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THE MARYLAND-NATIONAL CAPITAL PARK AND PLANNING COMMISSION

6611 Kenilworth Avenue • Riverdale, Maryland 20737

To: The Commission
From: Terri Bacote-Charles, Corporate Budget Director
Date: March 6, 2024
Subject: Q2 2024 Budget Transfer Report

BACKGROUND

Commission *Practice 3-60, Budget Adjustments (Amendments and Transfers)* requires the Corporate Budget Office to provide a summary of all approved operating budget and capital project budget transfers and amendments to the Commission on a quarterly basis.

REPORT (For Information Only – No Action Required)

The attached report provides details for the following Operating and Capital budget transfers approved during the second quarter of FY24:

- Transfer #24-4 approved by the Montgomery County Planning Board

I would be happy to answer any questions relating to this report or individual budget adjustments.

Attachment

Operating Budget Adjustment Log

BA #	Date	Transfer From					Transfer To					Description	Approval
		Fund	Fund Name	Department	Division	Amount	Fund #	Fund Name	Department	Division	Amount		
24-4	12/27/2023	201	MC Admin	Planning	Non-Departmental	100,000	201	MC Admin	Planning	Support Services	100,000	Distribute salary marker to Planning Department for settlement approved on 12/14/23	MCPB



Reply to:
Debra S. Borden, General Counsel
Office of the General Counsel
6611 Kenilworth Avenue, Suite 200-201
Riverdale, Maryland 20737
Phone: 301-454-1670 • Fax: 301-454-1674

March 6, 2024

MEMORANDUM

TO: The Maryland-National Capital Park and Planning Commission
FROM: Debra S. Borden
General Counsel
RE: Litigation Report for February 2024 – FY 2024

Please find the attached litigation report we have prepared for your meeting scheduled for Wednesday, March 20, 2024. As always, please do not hesitate to call me in advance if you would like me to provide a substantive briefing on any of the cases reported.

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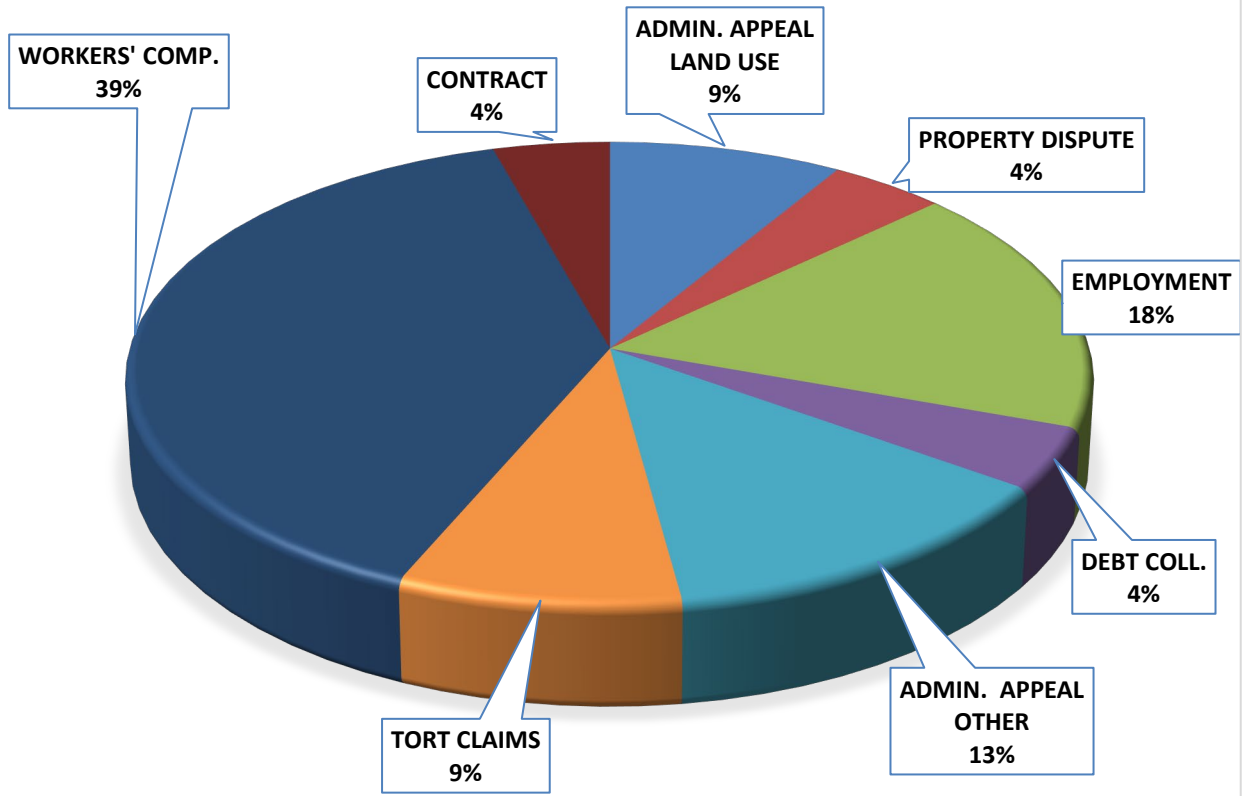
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February 2024
Composition of Pending Litigation

(Sorted by Subject Matter and Forum)

	STATE TRIAL COURT	APPELLATE COURT OF MARYLAND	SUPREME COURT OF MARYLAND	FEDERAL TRIAL COURT	FEDERAL APPEALS COURT	U.S. SUPREME COURT	SUBJECT MATTER TOTALS
ADMIN APPEAL: LAND USE	1	1					2
ADMIN APPEAL: OTHER	3						3
BANKRUPTCY							
CIVIL ENFORCEMENT							
CONTRACT DISPUTE	1						1
DEBT COLLECTION	1						1
EMPLOYMENT DISPUTE	3			1			4
LAND USE DISPUTE							
MISCELLANEOUS							
PROPERTY DISPUTE	1						1
TORT CLAIM	2						2
WORKERS' COMPENSATION	9						9
PER FORUM TOTALS	21	1		1			23

OVERVIEW OF PENDING LITIGATION



February 2024 Litigation Activity Summary

	COUNT FOR MONTH			COUNT FOR FISCAL YEAR 2024			
	Pending Jan. 2024	New Cases	Resolved Cases	Pending Prior F/Y	New Cases F/YTD**	Resolved Cases F/YTD**	Pending Current Month
Admin Appeal: Land Use (AALU)	3	1	2	4	4	6	2
Admin Appeal: Other (AAO)	3			2			3
Bankruptcy (B)							0
Civil Enforcement (CE)							0
Contract Disputes (CD)	2		1	2		1	1
Debt Collection (D)	1			2		1	1
Employment Disputes (ED)	6		2	3	6	4	4
Land Use Disputes (LD)				1		1	0
Miscellaneous (M)	1		1	1	1	3	0
Property Disputes (PD)	1				1		1
Tort Claims (T)	2			2	2	2	2
Workers' Compensation (WC)	9			6	9	3	9
TOTALS	28	1	6	23	23	21	23

**INDEX OF YTD NEW CASES
(7/1/2023 TO 6/30/24)**

A. <u>New Trial Court Cases.</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
Wright v. Commission	MC	Misc.	Mar.
Mays v. Commission, et al.	Charles County	ED	July
Wallace v. Commission, et al.	PG	ED	July
Celey v. Commission	PG	ED	July
In the Matter of Pocahontas Drive Homeowners	MC	AALU	July
Fennell v. Commission	PG	ED	Aug.
In the Matter of Jeanne Kavinsky	PG	WC	Sept.
In the Matter of Jeanne Kavinsky	PG	WC	Sept.
In the Matter of Jeanne Kavinsky	PG	WC	Sept.
In the Matter of Jeanne Kavinsky	PG	WC	Sept.
Carolyn Gray v. Commission, et al.	PG	PD	Oct.
Paige Industrial Services, Inc. v. Commission	MC	AAO	Nov.
In the Matter of Jeanne Kavinski	PG	WC	Nov.
Spriggs v. Brown	PG	Tort	Jan.
Weisman v. Commission, et al.	MC	ED	Jan.
In the Matter of Forest Grove Citizens Association, et al.	MC	AALU	Jan.

B. <u>New Appellate Court Cases.</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
Brij Bhargava, et al. v. Prince George's County Public Schools Proposed Southern K-8 Middle School, et al.	PG	AALU	May
Friends of Ten Mile Creek v. Montgomery County Planning Board	MC	AALU	Aug.

**INDEX OF YTD RESOLVED CASES
(7/1/2023 TO 6/30/2024)**

<u>A. Trial Court Cases Resolved</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
English-Figaro v. Planning Board of Prince George's County	PG	AALU	June
Fairwood Community Association, Inc. v. Prince George's County Planning Board	PG	AALU	July
Citizen Association of Kenwood, Inc. v. Commission	MC	LUD	Aug.
In the Matter of James Montville	PG	WC	Aug.
Wilmington Savings Fund Society FSB v. Burke, et al.	PG	Misc.	Aug.
Commission v. Faulk	PG	DC	Aug.
Deakins v. Commission, et al.	MC	ED	Sept.
Troublefield v. Prince George's County, et al.	PG	Tort	Oct.
In the Matter of Kenneth Rogers	PG	WC	Nov.
Wright v. Commission	MC	Misc.	Dec.
In the Matter of Pocahontas Drive Homeowners	MC	AALU	Jan.
Fennell v. Commission	PG	ED	Jan.
Izadjoo v. Commission	MC	ED	Jan.

<u>B. Appellate Court Cases Resolved</u>	<u>Unit</u>	<u>Subject Matter</u>	<u>Month</u>
In the Matter of Friends of Ten Mile Creek, et al.	MC	AALU	July
In the Matter of Friends of Ten Mile Creek, et al.	MC	AALU	Oct.
Evans v. Commission, et. al.	MC	ED	Nov.
In the Matter of HMF Paving Contractors Inc.	MC	CD	Jan.
Wolf, et al. v. Planning Board of Prince George's County	PG	AALU	Jan.

	Disposition of FY24 Closed Cases Sorted by Department	
CLIENT	PRINCIPAL CAUSE OF ACTION IN DISPUTE	DISPOSITION
Employees Retirement System		
Finance Department		
Department of Human Resources & Management		
Fennell v. Maryland-National Capital Park and Planning Commission	Fennell filed suit arising out of her termination from employment related to her COVID vaccination status.	01/25/2024 - Order approving the parties' stipulation of dismissal with prejudice.
Montgomery County Department of Parks		
Deakins v. Commission, et al.	Complaint by former employee relating to Commission's COVID-19 vaccination mandate. Complaint alleged disability discrimination and unreasonable failure to accommodate	09/25/2023 – Case settled.
In the Matter of HMF Paving Contractors Inc.	Appeal of decision affirming CCRC decision denying HMF's demand that an allowance be made, and additional monies be paid by the Commission to HMF for construction at Greenbriar Local Park.	01/05/2024 – Mandate of Court. Case Voluntarily Dismissed. Parties settled.
Izadjoo v. Commission	Former Montgomery Parks employee alleging employment discrimination	01/26/2024 - Case settled.
Montgomery County Park Police		
Evans v. Commission, et al.	Plaintiff, police lieutenant, filed a complaint against the Commission and four individual defendants, alleging discrimination, retaliation and assorted negligence and constitutional violations.	11/21/2023 - Order of Court affirming decision of the District Court

Montgomery County Planning Board		
Citizen Association of Kenwood, Inc. v. Maryland-National Park and Planning Commission	Complaint to prevent implementation of road diet project for Little Falls Parkway in Montgomery County.	08/01/2023 - Voluntary Dismissal Without Prejudice
In the Matter of Friends of Ten Mile Creek, et al.	Appeal of decision affirming the Montgomery County Planning Board's approval of Site Plan 820200160 – Creekside at Cabin Branch.	07/18/2023 – Judgment of the Circuit Court for Montgomery County affirmed.
In the Matter of Friends of Ten Mile Creek, et al.	Petitioner seeks appeal of Decision of the Appeal's Court of Maryland affirming the Appeal of decision affirming the Montgomery County Planning Board's approval of Site Plan 820200160 – Creekside at Cabin Branch.	10/24/2023 – Petition denied.
Gwen Wright v. Maryland-National Park and Planning Commission	Plaintiff sought to enforce a request under the Maryland Public Information Act.	12/29/2023 – Settlement reached and stipulation of Dismissal without Prejudice
In the Matter of Pocahontas Drive Homeowners	Petitioners sought Judicial Review of the Montgomery County Planning Department's approval of Forest Conservation Act Exemption 4203166E to Davis Airport.	01/23/2024 - Decision of the Montgomery County Planning Department reversed.
Prince George's County Department of Parks and Recreation		
In the Matter of James Montville	Claimant sought judicial review of Workers' Compensation Commission decision dated October 3, 2022, which determined that he has a 12% permanent partial disability. Claimant was seeking an award that was much higher.	08/10/2023 - Case remanded to Workers' Compensation Commission for approval of agreement.
Commission v. Faulk	Subrogation action to recover losses for damage(s) to Commission property	08/28/2023 - Judgment in favor of the Commission for \$3,546.13.
Wilmington Savings Fund Society FSB v. Burke, et al.	Lawsuit to quiet title to deed of trust and extinguish the lien and debt associated with that deed, establishing that Plaintiff's deed is in full force and effect and has first priority over the Commission's lien on property owned by Tomel Burke, judgment Debtor.	08/30/2023 - Judgment by Consent against the Commission in favor of the Plaintiff

Troublefield v. Prince George's County, et al.	Tort suit for injuries allegedly sustained while attending a graduation ceremony at Show Pace Arena.	10/13/2023 – Case settled and dismissed.
In the Matter of Kenneth Rogers	Claimant sought judicial review of Workers' Compensation Commission decision dated March 30, 2023, which determined that the Claimant did not suffer from a serious disability.	10/19/2023 – Case settled and remanded to Workers' Compensation Commission for approval of agreement.
Prince George's County Planning Board		
English-Figaro v. Planning Board of Prince George's County	Petition for Judicial Review of Planning Board's approval of Preliminary Plan of Subdivision 4-2104.	06/01/2023 Case voluntarily dismissed with prejudice.
Fairwood Community Association, Inc. v. Prince George's County Planning Board	Petition for Judicial Review of Planning Board's approval of Preliminary Plan of Subdivision 4-2104.	07/27/2023 - Case voluntarily dismissed without prejudice.
Wolf, et al. v. Planning Board of Prince George's County	Appeal of decision affirming the Prince George's County Planning Board's approval of Preliminary Plan of Subdivision 4-18001 (Magruder Pointe).	01/25/2024 - Decision of Planning Board Affirmed.
Prince George's Park Police		
Office of Internal Audit		

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DISTRICT COURT FOR MONTGOMERY COUNTY, MARYLAND

Commission v. Build A Barn, LLC

Case No. D-06-CV-23-013209 (CD)

Lead Counsel: Johnson
Other Counsel:

Abstract: Breach of Contract matter to recover funds expended for sheds that were never received.

Status: Judgment awarded in favor of the Commission for \$9,218.50.

Docket:

05/11/2023	Complaint filed
08/18/2023	Defendant served
11/29/2023	Hearing
12/13/2023	Affidavit judgment denied
12/26/2023	Motion to Alter or Amend filed
01/17/2024	Supplement Regarding Motion to Alter or Amend
02/07/2024	Order of Court granting Motion to Amend and entering judgment in favor of the Commission.

DISTRICT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Commission v. Lindsey

Case No. 050200183742022 (D)

Lead Counsel: Johnson
Other Counsel:

Abstract: Action to recover losses for damage(s) to Commission property.

Status: Affidavit Judgment in favor of the Commission for \$966.21

Docket:

09/12/2022	Complaint filed
12/05/2022	Request for summons renewal filed
05/02/2023	Request for summons renewal filed
06/26/2023	Affidavit of Non-service filed
07/18/2023	Motion for Alternative Service denied
08/25/2023	Second Motion for Alternative Service filed
09/12/2023	Order of the Court. Motion for Alternative Service Granted
10/26/2023	Request for summons renewal filed
01/03/2024	Affidavit of Service on MVA
02/20/2024	Affidavit Judgment in favor of the Commission for \$966.21 plus costs and post-judgment interest.

CIRCUIT COURT FOR CHARLES COUNTY, MARYLAND

Beth Mays v. Maryland-National Park and Planning Commission, et al.

Case No. C-08-CV-23-000516 (ED)

Lead Counsel: Ticer
Other Counsel: Rupert

Abstract: Employee terminated from the Commission for her COVID vaccination status has brought suit alleging several employment-related claims, such as religious and genetic discrimination, retaliation, and wrongful discharge

Status: In discovery.

Docket:

07/03/2023	Complaint filed
07/12/2023	Commission served
08/07/2023	Commission's Motion to Dismiss filed
08/21/2023	Consent Stipulation to Extend time for Plaintiff to Respond to Motion to Dismiss
09/05/2023	Response in Opposition to Motion to Dismiss
09/05/2023	Amended Complaint
09/13/2023	Order to Extend time
09/20/2023	Motion to Dismiss Amended Complaint
10/05/2023	Response in Opposition to Motion to Dismiss
10/16/2023	Reply to Plaintiff's Opposition to Motion to Dismiss
12/20/2023	Motion to Dismiss granted in part and denied in part. Counts 5-9 dismissed. All parties except for the Commission dismissed.
01/11/2024	Order of Court dismissing defendants, Christine Fanning, Thomas Baden, and the Prince George's County Planning Board. Counts V, VII, VIII and IX of Complaint are also dismissed.
02/09/2024	Answer to Amended Complaint filed
02/27/2024	Scheduling Order issued
10/31/2024	Pre-Trial Conference
11/18/2024	Trial

CIRCUIT COURT FOR MONTGOMERY COUNTY, MARYLAND

In the Matter of Forest Grove Citizens Association, et al.

Case No. C-15-CV-24-000505 (AALU)

Lead Counsel: Mills
Other Counsel:

Abstract: Petitioners seeks Judicial Review of the Montgomery County Planning Department's decision regarding 9801 Georgia Avenue Sketch Plan 320230020.

Status: Motion to Dismiss Pending.

Docket:

01/30/2024	Petition for Administrative Mandamus
02/09/2024	Response to Petition for Administrative Mandamus
02/26/2024	Response to Petition for Administrative Mandamus
02/26/2023	Motion to Dismiss Administrative Mandamus

In the Matter of Joshua P. Scully

Case No. C-15-CV-23-002546 (WC)

Lead Counsel: Ticer
Other Counsel:

Abstract: Claimant seeks judicial review of Workers' Compensation Order finding that claimant at maximum medical improvement and denying right shoulder surgery.

Status: Trial set.

Docket:

06/27/2023	Petition for Judicial Review filed
12/01/2023	Pretrial status hearing
04/01/2024	Trial set

Paige Industrial Services, Inc. v. The Maryland-National Park and Planning Commission

Case No. C-15-CV-23-004219 (AAO)

Lead Counsel: Rupert
Other Counsel: Mills (CCRC)

Abstract: Judicial review of the decision of the CCRC, dated October 17, 2023, relating to contractor's claim for additional payments for construction at Rock Creek Maintenance Yard.

Status: Appeal filed.

Docket:

11/10/2023	Petition for Judicial Review
11/30/2023	Scheduling and Briefing Order of Court issued
12/08/2023	Notice of Intent to Participate filed by Commission
01/17/2024	Order Granting Extension of Time

CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

Tiffany Celey v. Maryland-National Capital Park and Planning Commission

Case No. C-16-CV-23-003168 (ED)

Lead Counsel: Ticer
Other Counsel: Johnson; Rupert

Abstract: Defendant is alleging discrimination based upon race, sex, retaliation, and disability.

Status: In discovery.

Docket:

07/12/2023	Complaint filed
09/26/2023	Summons reissued
12/28/2023	Complaint received from SDAT via certified mail.
01/03/2024	Answer filed
02/14/2024	Stipulation Order Regarding Confidentiality of Discovery Material filed
02/28/2024	Order of Court regarding Confidentiality of Discovery Material

In the Matter of William Dickerson
Case No. C-16-CV-23-001402 (AAO)

Lead Counsel: Gates (Groom Law Group)
Other Counsel:

Abstract: Claimant seeks judicial review of Employees Retirement System (“ERS”) decision dated February 21, 2023, which denied a reconsideration of the COLA calculation.

Status: Hearing date set.

Docket:

03/28/2023	Petition for Judicial Review filed
04/05/2023	ERS served
04/25/2023	Administrative Record received
05/26/2023	Stipulation for Extension of Time for Petition to File Opening Memorandum
06/20/2023	Petitioner’s Memorandum of Law in Support of Petition for Judicial Review
06/29/2023	Stipulation for Extension of Time for Respondent to File Answering Memorandum
06/30/2023	Order Granting Extension of Time
07/31/2023	Response to Petitioner’s Memorandum
08/12/2023	Reply Memorandum
05/01/2024	Oral Argument set

Carolyn Gray v. Maryland-National Capital Park and Planning Commission, et al.

Case No. C-16-CV-23-004509 (PD)

Lead Counsel: Rupert
Other Counsel:

Abstract: Plaintiff alleges the Commission caused damage to her property.

Status: Commission Voluntarily Dismissed.

Docket:

09/30/2023	Complaint filed
10/13/2023	Commission served
11/20/2023	AEB Properties Motion to Dismiss
01/23/2024	Order of Court to set matter in for hearing
01/24/2024	Amended Order of Court. Hearing set 2/20/2024.
02/21/2024	Commission Voluntarily Dismissed.

In the Matter of Danielle Jones-Dawson

Case No. C-16-CV-22-000675 (AAO)

Lead Counsel: Ticer
Other Counsel:

Abstract: Claimant seeks judicial review of Merit Board decision (October 20, 2022) denying claimant's appeal of her termination due to non-compliance with Notice 21-07, COVID-19 Vaccination Requirements.

Status: Hearing reset.

Docket:

11/20/2022	Petition for Judicial Review filed
11/29/2022	Response to Petition for Judicial Review
02/08/2023	Memorandum for Petitioner
03/09/2023	Commission's Answering Memorandum
11/20/2023	Motion for Continuance
01/29/2024	Hearing reset to 05/02/2024
05/02/2024	Hearing set.

In the Matter of Jeanne Kavinski

Case No. C-16-CV-23-001821, C-16-CV--23-001826, C-16-CV-23-001827 (WC)

Lead Counsel: Ticer
Other Counsel:

Abstract: Claimant filed the same issues in three claims with overlapping body parts seeking authorization for treatment and causal relationship of a new injury. In addition, the Commission contested whether a compensable injury occurred in a new claim (D/A:4/28/2021). The Commission was successful in defending the authorization for treatment and against the new claim. Claimant has appealed the determination in all three claims.

Status: Response filed. Discovery Pending in C-16-CV-23-001827. Other cases consolidated. Trial set.

Docket:

04/18/2023	Petition for Judicial Review filed
05/02/2023	Response to Petition for Judicial Review filed in all three cases
05/02/2023	Commission's Designation of Experts filed in case number C-16-CV-23-001827
06/27/2023	Order of the Court. Cases C-16-CV23-001821 and C-16-CV-23-001826 are consolidated. Case - C-16-CV-23-001821 to serve as the lead case
08/29/2023	Scheduling Order issued in C-16-CV-23-001827
05/08/2024	Trial in case C-16-CV-23-001827

In the Matter of Jeanne Kavinsky

Case No. C-16-CV-23-004139 (WC) – Lead case

Consolidated with C-16-CV-23-004296, C-16-CV-23-004297, C-16-CV-23-004298, C-16-CV-23-004975

Lead Counsel: Ticer
Other Counsel:

Abstract: Claimant sought a finding that treatment to her left ankle, to include surgery, and associated indemnity benefits were causally related to any of the subject claims; all treatment and related benefits were denied. Claimant also sought a finding of permanent disability related to head injuries; the Commission found no permanent disability. Claimant has appealed all findings.

Status: Trial set.

Docket:

09/08/2023	Petition for Judicial Review filed
09/29/2023	Response to Petition for Judicial Review
09/29/2023	Expert Designation
01/03/2024	Consent Motion to Consolidate Cases
01/23/2024	Motion to Consolidate Granted.
06/10/2024	Settlement Hearing
08/13/2024	Trial

Simmons v. Commission, et al.
Case No. C-16-CV-23-000873 (Tort)

Lead Counsel: Thornton
Other Counsel:

Abstract: Tort suit for injuries allegedly sustained while attending Therapeutic Recreations Programs, Kids' Care After-School Program at Cedar Heights Community Center.

Status: In discovery.

Docket:

02/24/2023	Complaint filed
02/28/2023	Commission served
03/28/2023	Motion to Dismiss filed.
03/30/2023	Prince George's County's Motion to Dismiss
04/14/2023	Stipulation of Dismissal as to Defendants Prince George's County and Maryland-National Park and Planning Commission
04/20/2023	Answer of Defendant Chatman
05/09/2023	Scheduling Order issued
06/05/2023	Order Granting Plaintiff's Consent Motion to Extend Time to Respond to Motion to Dismiss
08/21/2023	Line to Correct Misnomer, Entry of Appearance and Notice of Discovery filed
02/02/2024	Plaintiff's Expert Designation
03/05/2024	Settlement Conference
05/06/2024	Trial

Alicia Spriggs v. Thomas W. Brown
Case No. C-16-CV-23-003019 (Tort)

Lead Counsel: Thornton
Other Counsel:

Abstract: Tort suit for injuries allegedly sustained in a motor vehicle accident.

Status: In discovery.

Docket:

6/30/2023	Complaint filed
01/03/2023	Commission served
01/10/2023	Answer to Complaint and Request for Jury Trial
03/25/2024	Settlement hearing
05/28/2024	Trial set

Rakiya-Rae Wallace v. Commission, et al. v. Commission, et al.
Case No. C-16-CV-23-003055 (ED)

Lead Counsel: Ticer
Other Counsel: Johnson

Abstract: Employee terminated from the Commission for her COVID vaccination status has brought suit alleging several employment-related claims, such as religious and genetic discrimination, retaliation, and wrongful discharge

Status: Hearing set on Commission's Motion to Dismiss.

Docket:

07/03/2023	Complaint filed
07/12/2023	Commission served
08/07/2023	Motion to Dismiss and Supporting Memorandum
08/21/2023	Consent Stipulation to Extend Time to Respond to Motion to Dismiss
09/05/2023	Response in Opposition to Defendants' Motion to Dismiss
09/05/2023	Amended Complaint
09/18/2023	Order of Court. Motion to Dismiss Denied as Moot
09/22/2023	Motion to Dismiss Amended Complaint
10/06/2023	Response in Opposition to Dismiss Amended Complaint
10/18/2023	Reply to Opposition to Motion to Dismiss
02/16/2024	Motion to Stay and/or Modify Scheduling Order
02/27/2024	Order of Court striking scheduling order issued on 10/12/2023.
03/29/2024	Motions hearing

APPELLATE COURT OF MARYLAND

Brij Bhargava, et al. v. Prince George's County Public Schools
Proposed Southern K-8 Middle School

Case No. ACM REG – 0659-2023 (AALU)
(Originally filed under CAL21-13945 in Prince George's County)

Lead Counsel: Warner
Other Counsel:

Abstract: Appeal of decision affirming the Prince George's County Planning Board's decision to affirm the Planning Director's approval of a tree conservation plan, a revision of that tree conservation plan, and variances to the Woodland Conservation Ordinance that allowed removal of specimen trees.

Status: Oral argument set.

Docket:

05/31/2023	Appeal filed
06/27/2023	Order to Proceed
08/25/2023	Briefing Notice
08/30/2023	Joint Stipulation to Modify Briefing Schedule
10/11/2023	Record Extract
10/13/2023	Appellant Brief
12/01/2023	Appellees Brief filed
12/21/2023	Reply Brief
01/25/2024	Scheduling Notice
03/12/2024	Oral argument scheduled.

SUPREME COURT OF MARYLAND

No Pending Matters

U.S. DISTRICT COURT OF MARYLAND

Weisman v. Commission, et al.

1:24-cv-00009 GLR (ED)

Lead Counsel: Ticer
Other Counsel: Thornton

Abstract: Plaintiff, a former police sergeant, filed a complaint against the Commission and the Montgomery County Chief of Police, alleging a hostile work environment due to discrimination based on sex, sexual orientation, and religion.

Status: Motion to Dismiss pending.

Docket:

01/03/2024	Complaint filed
01/05/2024	Commission served
01/22/2024	Motion to Dismiss filed by Commission
02/05/2024	Opposition to Motion to Dismiss
02/16/2024	Reply to Opposition to Motion to Dismiss

U.S. COURT OF APPEALS FOR THE FOURTH CIRCUIT

No Pending Matters