



# Mayor and City Council of Cumberland

*Mayor* Raymond M. Morriss  
*Councilman* Seth D. Bernard  
*Councilman* Richard J. "Rock" Cioni  
*Councilman* Eugene T. Frazier  
*Councilwoman* Laurie P. Marchini

City Administrator Jeffrey D. Rhodes  
City Solicitor Michael S. Cohen  
City Clerk Marjorie A. Woodring

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## AGENDA

M&CC Special Public Meeting  
57 N. Liberty Street, Cumberland, MD 21502

DATE: March 31, 2020

### OPEN SESSION

1. 6:15 p.m. - Convene in Open Session

### Pledge of Allegiance

### Roll Call

### New Business

#### (B) Orders (Consent Agenda)

[Order](#) 26,617 - authorizing the execution of a Sole Source Professional Services Agreement between the CEDC, the DDC, and Cochran Studio, Inc. for design oversight services related to the Baltimore Street Redevelopment Project, in an amount not-to-exceed \$56,000 and retroactive to March 1, 2020

[Order](#) 26,618 - accepting the proposal from Wycliffe Enterprises, Inc., to provide a CCTV/Security Camera System for the Center City Parking Garage and camera software management platform for the City, for the amount not to exceed \$26,130.36, which includes cost over the base bid for additional equipment to allow for future expansion of the system

[Order](#) 26,619 - temporarily suspending the purchasing provisions of Sections 2-151 through 2-176 of the City Code to provide flexibility that will allow purchasing needs of the City, including contracts, equipment, professional services, supplies, maintenance / repair contracts, to continue in a manner uninterrupted by unanticipated consequences of Coronavirus-19

[Order](#) 26,620 - authorizing an extension of the date by which an addendum to the MOU between the City, County, and CEDC identifying and assigning County staff to the Allegany Development Corporation (ADC) would be completed from April 1, 2020 to June 1, 2020

## **CLOSED SESSION**

1. 6:30 p.m. - Close the meeting for an Executive Session pursuant to Sections 3-305(b)(1), (4) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss selection of the new Police Chief, a proposal for the development of the East Side School site, and to consult with legal counsel regarding the transfer of City-owned property at 400 N. Mechanic Street

## **Adjournment**

**Item Attachment Documents:**

Order 26,617 - authorizing the execution of a Sole Source Professional Services Agreement between the CEDC, the DDC, and Cochran Studio, Inc. for design oversight services related to the Baltimore Street Redevelopment Project, in an amount not-to-exceed \$56,000 and retroactive to March 1, 2020

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 26,617**

**DATE: April 7, 2020**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the Mayor and City Council of Cumberland are hereby authorized to execute a Professional Services Agreement by and between the Cumberland Economic Development Corporation (CEDC), the Downtown Development Commission (DDC), and Cochran Studio, Inc. for design oversight services related to the Baltimore Street Redevelopment Project, in an amount not-to-exceed Fifty-six Thousand Dollars and No Cents (\$56,000.00); and

**BE IT FURTHER ORDERED, THAT**, this agreement shall be effective retroactively from March 1, 2020, and shall continue through completion of construction of the Project, while being expressly contingent on approval by the City of Cumberland and compliance with the City's procurement policies

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**Raymond M. Morriss, Mayor**

Funding Source: Downtown Development Commission



Margie Woodring &lt;margie.woodring@cumberlandmd.gov&gt;

**Re: Contract For William Cochran**

1 message

**Jeff Rhodes** <jeff.rhodes@cumberlandmd.gov>

Thu, Mar 5, 2020 at 3:44 PM

To: Paul Kelly &lt;paulkelly@choossecumberland.org&gt;, Margie Woodring &lt;margie.woodring@cumberlandmd.gov&gt;

Cc: Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;

Paul,

next agenda.

I have copied Margie here to have it placed on the

Jeff

Jeffrey D. Rhodes  
City Administrator  
City of Cumberland, Maryland  
301-759-6424

On Thu, Mar 5, 2020 at 10:42 AM Paul Kelly &lt;paulkelly@choossecumberland.org&gt; wrote:

Any decision? I ask because William has a tight schedule to get his work done so that it dovetails with EADS/Bobby's schedule.

On Thu, Feb 27, 2020 at 3:37 PM Paul Kelly &lt;paulkelly@choossecumberland.org&gt; wrote:

Gentlemen,

You may recall that the Mayor & City Council voiced their desire at a public meeting to have William Cochran provide design oversight services for the Baltimore Street Access Project. The Board of the DDC also wants to have William continue with the project. I have negotiated a contract with William which is attached. The contract is very similar, with the exception of the work scope, to William's previous agreement. I anticipate that the DDC Board will unanimously approve the contract on 03/19/2020 provided that you agree it can be considered a sole source procurement. I believe it would fit the sole source procurement criteria set forth in Section 2-171(c)(ii). I am also told that the DDC has sufficient funds to satisfy the contract.

Please let me know whether you agree that the contract can qualify for a sole source procurement. Of course, do not hesitate to call me if you have any questions in this regard.

Sincerely,  
Paul J. Kelly, Jr.  
Executive Director  
Cumberland Economic Development Corporation  
60 Pershing Street  
Cumberland, Maryland 21502  
(301) 722-4173

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Sincerely,  
Paul J. Kelly, Jr.  
Executive Director

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (this "Agreement"), is hereby entered into by and between the **CUMBERLAND ECONOMIC DEVELOPMENT CORPORATION** ("CEDC"), a non-profit public benefit corporation organized and existing under the laws of the State of Maryland and the **DOWNTOWN DEVELOPMENT COMMISSION** ("DDC"), an agency of the Mayor and City Council of Cumberland, Maryland, parties of the first part (collectively referred to herein as the "Principal"); and **COCHRAN STUDIO, INC.** ("Contractor"), a corporation organized and existing under the laws of the State of Maryland, party of the second part.

**1. DEFINITIONS.** The following terms used in this Agreement shall have the following meanings unless expressly stated otherwise herein:

- a. "CEDC" shall mean the Cumberland Economic Development Corporation.
- b. "City" shall mean the Mayor and City Council of Cumberland, Maryland.
- c. "Coordinator" shall mean Paul J. Kelly, Jr., Executive Director of CEDC, his designated agent or successor. It is understood that the Coordinator shall be the sole authorized representative of the Principal with respect to the Work, the implementation of the terms of this Agreement and the Project. The Coordinator shall be obligated to share information with the City and DDC regarding the Contractor's performance of the Work, obtain input from the City and DDC, and administer the terms of this Agreement. The Coordinator shall be the sole point of contact for the Contractor. The Coordinator shall not have the authority to modify the terms of this Agreement without the advice and consent of the DDC and the City. Nothing contained in this paragraph shall, however, cause or require Coordinator to breach any fiduciary duty owed to the CEDC. Douglas Schwab and Sandi Saville shall serve as the Coordinator's points of contact with the DDC.
- d. "Contractor" shall mean Cochran Studio, Inc.
- e. "DDC" shall mean the Downtown Development Commission.
- f. "EADS" shall mean the EADS Group, Inc.
- g. "Principal" shall mean the CEDC and DDC, jointly.
- h. "Project" shall mean the Baltimore Street Redevelopment Project, that is, the City's effort to: (i) re-introduce automobile and bicycle traffic onto Baltimore Street which, in turn, will improve connectivity of the intermodal transportation system, e.g., Canal Place, the Western Maryland Scenic Railroad, the Great Allegheny Passage, the Amtrak station, the County bus transit system, I-68 ingress and egress, and bicycle trails throughout the City; (ii) introduce fiber optic cable to each building along Baltimore Street; thereby, completing the downtown fiber loop and creating a "giga-byte downtown"; (iii) install infrastructure to each building along Baltimore Street to accommodate fire suppression/sprinkler systems; thereby, promoting upper story redevelopment for residential purposes and lower story redevelopment for commercial

purposes; (iv) replace underground infrastructure that has not been materially improved since well before the 1978 installation of the pedestrian mall along Baltimore Street; and (v) install a new streetscape design along Baltimore Street and two adjoining parklets that incorporates modern principles of community development and smart growth, and which is intended to rival modern metropolitan tourist and downtown destinations.

i. “Conceptual Design” shall mean the Project’s conceptual design that was produced by Contractor pursuant to that certain Firm Fixed Price Contract entered by the parties hereto having an effective date of August 16, 2018. The Conceptual Design is discussed in and defined by that certain document titled “Reimagine Cumberland’s Historic City Center” which was produced by Contractor and approved by the City on or about April 2, 2019, as its aspirational, conceptual design for the Project.

**2. CONTRACT TERM.** This Agreement shall be effective on March 1, 2020 (the “Effective Date”), and shall continue through completion of construction of the Project. This Agreement is, however, expressly contingent on approval by the City and compliance with the City’s procurement policies.

**3. TIME OF ESSENCE.** Contractor acknowledges that time is of the essence in providing services under this Agreement and agrees to assign adequate personnel sufficient to respond to requests for service.

**4. SCOPE OF WORK.**

a. Contractor agrees to perform the work and provide the services described in Exhibit A (the “Work”), a copy of which is attached hereto and incorporated herein by reference. Contractor shall coordinate performance of the Work with Coordinator. Contractor shall perform the Work: (i) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession; and (ii) in accordance with the time periods set forth in this Agreement. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the Principal’s best interests.

b. The parties have attempted to establish in Exhibit A the number of hours Contractor shall devote to each category of Work (the “Time Allotments”). The parties do, however, recognize that the Time Allotments may need to be adjusted as the Work progresses. A party shall provide the other party with reasonable, advance notice of any desired change to the Time Allotments and, in such event, the parties shall endeavor, in good faith, to mutually adjust the Time Allotments in Exhibit A. In no event shall Contractor be required to expend more than 448 hours in performance of this Agreement, and in no event shall Principal be required to compensate Contractor for its performance of work in excess of 448 hours.

**5. COMPENSATION.** The Contractor shall perform the Work and otherwise fulfill the terms, covenants and conditions of this Agreement in consideration of payment in an amount not to exceed **Fifty Six Thousand Dollars (\$56,000)**(the “Fee”). Contractor shall supply the

Coordinator with periodic invoices describing the Work performed and the number of hours expended in the performance of such Work. Specific reference shall be made in the invoice to Exhibit A, the category of Work described therein, and the corresponding Time Allotment. Contractor shall bill in increments of one-tenth (1/10) of an hour. Contractor shall be compensated at a rate of One Hundred Twenty-Five Dollars (\$125) per hour. Coordinator shall arrange for payment by DDC of an invoice within fifteen (15) days of its receipt.

**6. OWNERSHIP RIGHTS.** All documents, data, and other materials prepared by the Contractor pursuant to this Agreement, whether complete or incomplete, shall be the property of the Principal.

**7. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, the Contractor agrees that it will comply with all applicable Federal, State and local laws, rules and regulations of or relating to discrimination in employment.

**8. INDEMNIFICATION.**

a. Contractor agrees to indemnify and hold harmless Principal against any liability, claim, and demand for personal injury, property damage and other expenses or losses arising out of or caused by: (a) Contractor's breach of this Agreement; or (b) any negligent act or omission of Contractor, its subcontractors, agents or employees incurred in the performance of the Agreement.

b. Principal agrees to indemnify and hold harmless Contractor against any liability, claim, and demand for personal injury, property damage and other expenses or losses arising out of or caused by: (a) Principal's breach of this Agreement; or (b) any negligent act or omission of Principal, its subcontractors, agents or employees incurred in the performance of the Agreement.

**9. INSURANCE.** At all times during the term of this Agreement, Contractor shall procure and maintain, at its own expense, comprehensive general liability insurance (including bodily injury, property damage and contractual liability) with limits of at least One Million Dollars (\$1,000,000) per person and Two Million Dollars (\$2,000,000) per occurrence with deductibles not greater than One Thousand Dollars (\$1,000). Principal and "Mayor and City Council of Cumberland" must be named as additional insureds. Contractor shall give Principal at least thirty (30) days prior written notice of any cancellation of insurance coverage or any proposed reduction of insurance coverage below the limits set forth in this Section. Contractor shall provide Principal with a certificate of insurance for the required coverage upon the execution of this Agreement and promptly upon request.

**10. TERMINATION FOR CONVENIENCE.** At any time, Principal may terminate this Agreement for convenience by giving Contractor written notice of the same. If the Agreement is terminated by the Principal as provided in this Section, the Contractor shall be paid on a pro-rata basis for Work performed prior to the effective date of such termination.



**11. TERMINATION FOR CAUSE.** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the Principal shall thereupon have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, with such written notice to be provided to Contractor at least ten (10) days before the effective date of such termination. If the Agreement is terminated by the Principal as provided in this Section, the Contractor will be paid an amount based on the number of hours actually worked at the hourly rate of One Hundred Twenty-Five Dollars (\$125). Notwithstanding the above, the Contractor shall not be relieved of liability to the Principal for damages sustained by the Principal by virtue of any breach of the Agreement by the Contractor, and the Principal may withhold any payments due the Contractor up to the full amount of the Fee, until such a time as the exact amount of damages due the Principal from the Contractor is determined by any Court of competent jurisdiction.

**12. COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with Federal, State and local laws, ordinances and regulations that affect performance of the Work.

**13. CONFLICTS OF INTEREST.** The Contractor covenants that, as of the Effective Date, it has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Agreement. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed or otherwise utilized by the Contractor.

**14. INDEPENDENT CONTRACTOR.** The Contractor shall perform this Agreement as an independent contractor and shall not be considered an agent of the Principal, nor shall any of the Contractor's employees or agents be considered subagents of the Principal.

**15. THIRD-PARTY BENEFICIARY.** The City is the only third-party beneficiary of this Agreement. Otherwise, nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**16. PROHIBITION AGAINST CHANGE IN OWNERSHIP.**

a. Except as otherwise provided in this Agreement, the Contractor shall not assign all or any part of this Agreement or any interest thereunder to a third party without the prior written approval of Principal, which approval may be withheld by Principal within its sole and absolute discretion. Any assignment of this Agreement without the prior written approval of the Principal shall be considered to be a breach of the Agreement and void.

b. The qualifications and identities of the persons comprising the Contractor are of particular concern and importance to Principal. It is because of these qualifications and identities that the Principal has entered into this Agreement. No voluntary or involuntary successor in interest of the Contractor shall acquire any rights or powers under this Agreement, except as expressly set forth herein. Any withdrawal or change (whether voluntary, involuntary or by operation of law) of an interest holder owning a controlling interest in the Contractor shall be

deemed to be an assignment of this Agreement to a third party and shall not be permitted except in conformance with the terms of this Agreement.

c. The withdrawal of William Cochran from Contractor, or his unwillingness or inability to perform by and on behalf of Contractor with respect to this Agreement, shall be deemed to be an assignment of this Agreement to a third party and shall not be permitted except in conformance with the terms of this Agreement.

d. The Contractor shall promptly notify Principal, in writing, of material change in (a) the identity of the holder of a controlling interest in Contractor; or (b) the operation, management, officers or members of the Contractor.

**17. MODIFICATION.** This Agreement may be modified only by a written instrument signed by the parties hereto.

**18. ENTIRE AGREEMENT.** This Agreement, including any exhibit(s) attached hereto, constitute the entire agreement between the Principal and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises not contained herein.

**19. GOVERNING LAW.** This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of Maryland. This Section shall survive expiration or termination of this Agreement.

**20. HEADINGS.** The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

**21. SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this Agreement and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way.

**IN WITNESS WHEREOF,** intending to be bound, the parties have caused this Agreement to be signed by their duly authorized representatives.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

ATTEST:

**CUMBERLAND ECONOMIC  
DEVELOPMENT CORPORATION**

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Paul J. Kelly, Jr.,  
Executive Director & President

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Paul J. Kelly, Jr., known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the Executive Director and President of Cumberland Economic Development Corporation, a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

ATTEST:

**DOWNTOWN DEVELOPMENT  
COMMISSION**

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Mayor Raymond Morriss

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared Mayor Raymond Morriss, known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing to be the act and deed of the Downtown Development Commission, an agency of the Mayor and City Council of Cumberland; and at the same time made oath that he is duly authorized to make this acknowledgment.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

ATTEST:

**COCHRAN STUDIO, INC.**

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
William Cochran  
President

STATE OF MARYLAND,  
ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, that on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared William Cochran known to me or satisfactorily identified to be the person whose name is subscribed to the within instrument, the President of Cochran Studio, Inc., a Maryland corporation, and acknowledged the foregoing to be the act and deed of the said corporation; and at the same time made oath he is duly authorized by it to make this acknowledgment.

WITNESS my hand and Notarial Seal.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

## Exhibit A – Scope of Work

1. Contractor shall provide design oversight of the Project as the “Project Designer,” and shall be credited as such by all parties to this Agreement. The phrase “design oversight” shall be afforded the meaning recognized by the applicable industry or profession in the industry and shall require, among other things,

a. Preparation, Background and Research: (i) review Project related documents prepared by EADS as of the Effective Date; (ii) develop plan and staffing for design oversight and design of specialty elements; and (iii) provide written comments to Coordinator. **Time Allotment: 24 hours.**

b. Site Visit and Walkthrough: participate in a meeting in Cumberland to review existing conditions on the ground, identify any constraints or concerns with regard to implementation of the Conceptual Design, and discuss specialized design cultural components (e.g., fountain and plinths), streetscape components (e.g., mobile planters and lighting), and green infrastructure components (e.g., stormwater intakes, permeable pavers, soil cells, and selection of plantings). **Time Allotment: 16 hours.**

c. Meeting with Mayor & Council of Cumberland: attend a work session with the Mayor & City Council of Cumberland to discuss Contractor’s Work. **Time Allotment: 4 hours.**

d. Design Fountain, Sculpture Plinths, and Freestanding Wayfinding Steles: (i) research and create design for the primary water feature and the two multi-purpose plinths; (ii) research and specify consistent materials, colors and finishes; (iii) develop detailed, dimensioned conceptual drawings; and (iv) define general criteria for water flow, pump room, equipment and surfaces. Wayfinding text and graphic elements to be simple, brief and provided by Coordinator. **Time Allotment: 138 hours.**

e. Review of EADS’ Drawings: (i) review Project related drawings, including bid documents, prepared by EADS at submission milestones of 30%, 60%, 90% and 100%; (ii) provide comments intended to coordinate and reconcile construction documents with Cochran Studio's design intent and the Conceptual Design; (iii) provide cost estimate review for submissions 1 through 3; (iv) provide written comments and markups for distribution; (v) respond to comments and inquiries from the City, EADS and SHA; and (vi) provide advice regarding questions of value engineering. Changes made between submissions at the 90% and 100% level should be redlined by EADS. **Time Allotment: 144 hours.**

f. Material Selection Process: (i) assist in identifying construction materials that are consistent with the Conceptual Design; (ii) obtain samples for material design elements (e.g., pavers and mobile planters); (iii) attend a meeting in Cumberland to review samples; and (iv) review bid specifications to ensure compliance with selected materials. **Time Allotment: 64 hours.**

g. General Tasks & Design Contingency: (i) participate in periodic design

meetings via teleconference; (ii) participate in periodic telephone calls and e-mails with the Coordinator to discuss Project status and performance, and otherwise respond to Coordinator's inquiries with reasonable promptness; (iii) generally explain and provide clarification of the Conceptual Design; and (iv) perform such other and further additional tasks that may arise with respect to Contractor's design oversight. **Time Allotment: 58 hours.**

2. It is understood by and between the parties hereto that Contractor will not be required to (a) provide any engineering or architectural drawings; or (b) provide lighting design or produce photometrics.

**Item Attachment Documents:**

Order 26,618 - accepting the proposal from Wycilffe Enterprises, Inc., to provide a CCTV/Security Camera System for the Center City Parking Garage and camera software management platform for the City, for the amount not to exceed \$26,130.36, which includes cost over the base bid for additional equipment to allow for future expansion of the system



**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
**MARYLAND**

**ORDER NO. 26,618**

**DATE: March 31, 2020**

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

**THAT**, the proposal from Wycliffe Enterprises, Inc., 1341 Hughes Road, Suite 101, Frederick, MD 21701, to supply a CCTV/Security Camera System for the Center City Parking Garage and camera software management platform for the City be and is hereby accepted in the amount not to exceed Twenty Six Thousand, One Hundred Thirty Dollars and Thirty-Six Cents (\$26,130.36), which includes cost over the base bid for additional equipment to allow for future expansion; and

**BE IT FURTHER ORDERED**, that all other bids are hereby rejected.

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**Raymond M. Morriss, Mayor**

Base Bids:

Wycliffe Enterprises	\$ 22,916.90
ARK System, Inc.	\$ 28,920.00
West Security, Inc.	\$ 33,460.00



Margie Woodring &lt;margie.woodring@cumberlandmd.gov&gt;

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**Help Pls - Center City (George St) Garage Camera RFP recommendation**1 message

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**Johnna Byers** <johnna.byers@cumberlandmd.gov>

Wed, Mar 11, 2020 at 2:11 PM

To: Ken Tressler &lt;ken.tressler@cumberlandmd.gov&gt;, Margie Woodring &lt;margie.woodring@cumberlandmd.gov&gt;, Jeff Rhodes &lt;jeff.rhodes@cumberlandmd.gov&gt;

Margie,

Could this please go on next week's Mayor and Council agenda?

The IT Department recommends the CCTV/Security Camera solution from Wycliffe Technologies be implemented in the Center City Parking Garage as well as selected as the overall camera software management platform for the city.

Their solution was the lowest bid and included all specs required in the RFP. Their solution also offers the expansion needed for existing as well as future cameras, and would allow management of other non-camera resources within the same platform.

**\$24, 224 will be charged to the Center City Parking Garage Project (Ken do you have GL code?)**

**\$1,906.36 will be charged to \_\_\_\_\_ (Ken where are we charging the management software?)**

Margie do you need any other info?

Thanks!

Johnna

**City of Cumberland**

Bid Opening: January 29, 2020 2:30 p.m., Cumberland City Hall Council Chambers

**CCTV / Security Camera System Proposal**

Company	Total Cost of Project	Option 1	Affidavit	Local Pref	Addn. No. 1
ARK Systems, Inc. 14528 McMullen Hwy. Cresaptown, MD 21502	\$ 28,920.00		Yes	County	Yes
West Security, Inc. 1313 National Hwy, Ste 7 P.O. Box 325 LaVale, MD 21502	\$ 33,460.00	\$ 8,820.00	Yes	County	Yes
Wycliffe Enterprises, Inc. 1341 Hughes Ford Road, Suite 101 Frederick, MD 21701	\$ 22,916.90		Yes	N/A	Yes

**Item Attachment Documents:**

Order 26,619 - temporarily suspending the purchasing provisions of Sections 2-151 through 2-176 of the City Code to provide flexibility that will allow purchasing needs of the City, including contracts, equipment, professional services, supplies, maintenance / repair contracts, to continue in a manner uninterrupted by unanticipated consequences of Coronavirus-19

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,619

DATE: March 31, 2020

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the purchasing provisions of Sections 2-151 through 2-176 of the City Code be and are hereby temporarily suspended to provide flexibility that will allow purchasing needs of the City, including contracts, equipment, professional services, supplies, maintenance / repair contracts, to continue in a manor uninterrupted by unanticipated consequences of the Coronavirus – 19 pandemic.

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**Raymond M. Morriss, Mayor**

**Item Attachment Documents:**

Order 26,620 - authorizing an extension of the date by which an addendum to the MOU between the City, County, and CEDC identifying and assigning County staff to the Allegany Development Corporation (ADC) would be completed from April 1, 2020 to June 1, 2020

**- ORDER -**  
*of the*  
**Mayor and City Council of Cumberland**  
MARYLAND

ORDER NO. 26,620

DATE: March 31, 2020

**ORDERED, By the Mayor and City Council of Cumberland, Maryland**

THAT, the provisions of Section 3 (J) of the Memorandum of Understanding (MOU) between the Mayor and City Council of Cumberland, the Allegany County Commissioners, and the Cumberland Economic Development Commission regarding creation of the Allegany Development Corporation (ADC) be and is hereby amended to extend the date by which an addendum to the MOU identifying and assigning County staff to the ADC would be completed from April 1, 2020 to June 1, 2020.

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**Raymond M. Morriss, Mayor**