



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

AGENDA

M&CC Regular Meeting
Video Conference

DATE: July 07, 2020

CLOSED SESSION

5:45 PM - Convene in open session for the purpose of closing the meeting for an execution session pursuant to Section 3-305 (b) (9) to discuss negotiation issues with AFSCME Local #553

OPEN SESSION

6:15 PM - Reconvene into Open Session

This meeting will be held remotely as a videoconference.

To view the meeting live, go to the City's website at www.ci.cumberland.md.us and access the public meetings link under the Government tab.

To provide public comment during this video conference, citizens must go to the following webpage on Zoom Meeting:

<https://us02web.zoom.us/j/83126134941?pwd=R0VaVnIEQ0R3bHcxSmlyUDBwWmQ2dz09>

and use Meeting ID (831 2613 4941) Password (194130)

To join by phone dial: (+1 301 715 8592); Meeting ID (831 2613 4941) Password (194130)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at Margie.woording@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on July 7, 2020. Comments received will be read during the public comment portions of the meeting.

Roll Call

Statement of Closed Meeting

1. Summary statement of closed meeting held July 7, 2020

Approval of Minutes

1. [Approval of the Executive Session Minutes of March 31, 2020 and April 7, 2020, and the Regular Session Minutes of June 16, 2020](#)

Public Hearings

1. Public Hearing - to receive comment on the proposed Charter Amendment Resolution No. 148 to amend Section 73A of the City Charter to empower the City Administrator to declare emergencies in certain events and pass temporary administrative orders necessary for the preservation of the public health, safety, and/or welfare, and to empower the Mayor and City Council to pass executive orders in emergencies

To provide comment during the Public Hearing, please refer to the instructions noted under Open Session above.

New Business

(A) Ordinances

[Ordinance](#) 3873 (*1st reading*) - providing for the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68. Both parcels lay between lands owned by the Mayor and City Council of Cumberland and the City has agreed to sell the lands to Allegany Junction LP pursuant to the terms of a Purchase Agreement previously executed by both parties.

(B) Orders (Consent Agenda)

[Order](#) 26,653 - authorizing the Chief of Police to accept a FY21 NIBRS Implementation Byrne-Justice Assistance Grant (BJAG) in the amount of \$45,000 to be used to further prepare for the Cumberland Police Department's (CPD) migration from the existing Uniform Crime Reporting (UCR) format to the new National Incident Based Reporting System (NIBRS) format by January 2021. Funds will be applied toward developing a computer training lab within the CPD and will pay for instructors and students to attend this specialized training.

[Order](#) 26,654 - authorizing the Chief of Police to accept a GOCCP FY21 Sex Offender Compliance Grant in the amount of \$20,427 for overtime support for the Cumberland Police Department and Allegany County Sheriff's Office to perform home-visit compliance checks of registered sex offenders to confirm residency

[Order](#) 26,655 - authorizing the Chief of Police to accept a State Aid for Police Protection Grant for FY21 in the amount of \$478,883 to be used exclusively to provide adequate police protection in the City of Cumberland, MD

[Order](#) 26,656 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Dept. to conduct six drug interdiction events between now and June 7, 2021, partnering with the Sheriff's Office, Frostburg Police Dept., and the MD State Police, as appropriate, in an attempt to reduce the illicit supply of opioids in Allegany County. Grant money in the amount of \$10,000 has been appropriated by the Health Dept. through the Opioid Operational Command Center for

these initiatives and to cover meals for one officer to attend Drug Recognition Expert training.

[Order](#) 26,657 - authorizing execution of a Joint Use Agreement with The Housing Authority of the City of Cumberland, MD and the Department of Natural Resources to accept \$149,000 in Community Parks and Playgrounds Program funding for playground improvements at 635 East First Street (Jane Frazier Village) and to provide contingencies for use of the funds

[Order](#) 26,658 - accepting the bid of Harbel, Inc. for "ADA Improvements at 218 Washington Street Project (19-18-M)" in the estimated unit cost of \$37,339.40, which also includes construction phase support, and rejecting all other bids

[Order](#) 26,659 - authorizing execution of a Concession License Agreement with Joyce Wormack for the operation of the concession area on the second floor of the Casino Building at the Constitution Park Pool from June 1, 2020, through September 30, 2020, for a license fee of \$900

[Order](#) 26,660 - authorizing execution of an Employment Agreement with John Charles Ternent for the position of Police Chief for a three (3) year term to be effective retroactive to April 7, 2020, and extending through January 1, 2023, with provisions for automatic renewals

[Order](#) 26,661 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for the period July 1, 2020, through July 1, 2021, in the estimated amount of \$1,085,492 (Premium \$272,812 / Cash Collateral Fund \$790,000 / Claims Service Fund \$22,680) and authorizing execution of documents to effect the coverage

[Order](#) 26,662 - authorizing payment to CBIZ Insurance Services, Inc. for FY21 Risk Management Services for the period July 1, 2020, through June 30, 2021, in the amount not to exceed \$32,500

[Order](#) 26,663 - authorizing execution of a Memorandum of Agreement with the MD Department of Housing and Community Development for the administration of the federally funded Section 8 Housing Choice Voucher Program for the term retroactive to July 1, 2020, and through June 30, 2023

[Order](#) 26,664 - authorizing execution of an Amendment to the Purchase Agreement with Allegany Junction Limited Partnership dated April 7, 2020, pertaining to the sale of a certain parcel of land located at 100 Reynolds Street, to allow Allegany Junction LP to add an additional two (2) 30-day Closing Extensions to allow for the closing of all necessary public rights of ways

[Order](#) 26,665 - authorizing the execution of Change Order No. 7 to the existing contract with Leonard S. Fiore, Inc. for City Project "CSO Storage Facility at WWTP" (1-10-WWTP), increasing calendar days by 90 for substantial completion, and by 45 for final completion, with no increase to the current contract price of \$26,364,856.88. This Change Order is contingent upon approval from the MD Dept. of the Environment

[Order](#) 26,666 - authorizing the execution of Change Order No.1 to the current contract with Casey Smith, LLC dba Service Pro for the "Non-Residential Grass Mowing Contract (11-19-M)" to add City-owned property on Baker Street to the contract for the increased amount of \$1,760, bringing the current contract total to \$40,160

[Order](#) 26,667 - authorizing the execution of Change Order No 3 to the current contract with Casey Smith LLC dba Service Pro for the "Residential Grass Mowing Contract (10-19-M)" to add eight (8) recently acquired properties to the contract for the increased amount of \$4,800 for FY20, bringing the current yearly contract amount to \$56,710

[Order](#) 26,668 - authorizing the City Administrator to execute FY21 Employment Agreements for part-time employees for the City of Cumberland

[Order](#) 26,669 - authorizing the City Administrator to execute all Employment Agreements for seasonal employees entered into during the 2020 spring/summer season; notwithstanding that said agreements shall not exceed six (6) months from the date of execution

[Order](#) 26,670 - approving funding changes to various Community Legacy Central Business District Leasehold Improvement Projects that were previously approved by Order Nos. 26,402 and 26,432. Total amount of the awards remains \$75,000

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

Approval of the Executive Session Minutes of March 31, 2020 and April 7, 2020, and the Regular Session Minutes of June 16, 2020

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502
Second Floor Conference Room

Tuesday, March 31, 6:30 p.m.

The Mayor and City Council convened in open session at 6:30 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) (4) and (7) of the General Provisions Article of the Annotated Code of Maryland to discuss the 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.

MOTION: Motion to enter into closed session was made by Council Member Bernard, seconded by Council Member Cioni, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members, Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk

Mayor and City Council of Cumberland

Closed Session Minutes

City Hall, 57 N. Liberty Street, Cumberland, MD 21502

Second Floor Conference Room

Tuesday, April 7, 6:50 p.m.

The Mayor and City Council convened in open session at 6:50 p.m. for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) of the General Provisions Article of the Annotated Code of Maryland to discuss the selection of the new Police Chief.

MOTION: Motion to enter into closed session was made by Council Member Frazier, seconded by Council Member Bernard, and was passed on a vote of 5-0.

PRESENT: Raymond M. Morriss, President; Council Members, Seth Bernard, Richard Cioni, Eugene Frazier, and Laurie Marchini.

ALSO PRESENT: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie Woodring, City Clerk



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

MINUTES

M&CC Regular Meeting
Video Conference

DATE: June 16, 2020

I. CLOSED SESSION

1. 5:00 p.m. - Convene in open session for the purpose of closing the meeting for an executive session pursuant to Section 3-305 (b) (1) and (9) of the General Provisions Article of the Annotated Code of Maryland to discuss issues pertaining to the City's Administrator's contract and to discuss negotiations with the UFCW Local 1994 representing certain members of the Cumberland Police Department

II. OPEN SESSION

1. This meeting will be held remotely as a videoconference.

To view the meeting, go to the City's website at www.ci.cumberland.md.us and under the Government tab, locate the Public Meetings link which will take you to Live Meeting Coverage.

To provide public comment during the video conference, citizens must go to the following webpage on Zoom Meeting:

<https://us02web.zoom.us/j/85727920648?pwd=ZXhibEJxVVQyd3ZoSFawbm9vcTILQT09>

and use Meeting ID (857 2792 0648) Password (776066).

To join by phone dial: (+1 301 715 8592); Meeting ID: (857 2792 0648) Password: (776066)

Citizens wishing to speak will be placed in a waiting room and will be called upon at the appropriate time.

Written public comment may also be made by emailing the City Clerk at margie.woodring@cumberlandmd.gov. All electronic comments must be submitted by 2 PM on June 16, 2020. Comments received will be read by City staff during the public comment portion of the meeting.

III. Roll Call

PRESENT:

Councilman Richard J. “Rock” Cioni
Councilman Eugene T. Frazier
Councilwoman Laurie P. Marchini
President Raymond M. Morriss

Also Present: Jeffrey D. Rhodes, City Administrator; Michael S. Cohen, City Solicitor; Marjorie A. Woodring, City Clerk; Kenneth Tressler, Director of Administrative Services

IV. Statement of Closed Meeting

1. Summary statements of the closed meetings held June 9 and June 16, 2020

Mayor Morriss announced that a Closed Session had been held on June 9, 2020 at 5:55 p.m. and on June 16, 2020 at 5:00 p.m. and read into the record summaries of those sessions, which are attached hereto and made a part of these minutes as required under Section 3-306 (c) (2) of the General Provisions Article of the Annotated Code of Maryland.

V. Director's Reports

Motion to approve the reports was made by Councilman Frazier, seconded by Councilman Cioni, and was passed on a vote of 4-0.

(A) Administrative Services

Administrative Services monthly report for April, 2020

(B) Engineering

Engineering Division monthly report for May, 2020

(C) Fire

Report of Fire Department Activity for the month of May, 2020

(D) Police

Police Department monthly report for May, 2020

(E) Utilities - Flood, Water, Sewer

Utilities Division / Water Department monthly report for May, 2020

VI. Approval of Minutes

Motion to approve the Minutes was made by Councilwoman Marchini, seconded by Councilman Cioni, and was passed on a vote of 4-0.

1. Approval of the Work Session Minutes of May 12, 2020, and the Budget Work Session and Regular Session Minutes of May 19, 2020

VII. Unfinished Business

(A) Ordinances

Mr. Rhodes introduced the Ordinances and Mr. Tressler provided comments and background, explaining these are the City's annual budget and appropriation Ordinances.

1. **Ordinance No. 3866** (*2nd and 3rd readings*) - providing for the City Tax Levy for FY21. Real Estate tax rate to remain at \$1.0595 per \$100 of assessed value. Personal Property tax rate to remain at \$2.648 per \$100 of assessed value.
2. **Ordinance 3867** (*2nd and 3rd readings*) - providing for the annual appropriation for the General Fund for FY21
3. **Ordinance 3868** (*2nd and 3rd readings*) - providing for the annual appropriation for the Water Fund for FY21
4. **Ordinance 3869** (*2nd and 3rd readings*) - providing for the yearly appropriation for the Sewer Fund for FY21
5. **Ordinance 3870** (*2nd and 3rd readings*) - providing for the annual appropriations for the Special Purpose Funds for FY21
6. **Ordinance 3871** (*2nd and 3rd readings*) - to provide for an increase in water rates effective July 1, 2020

SECOND READING: The Ordinances were presented in title only for their Second Reading. On a motion made by Councilwoman Marchini, seconded by Councilman Frazier, the Second Readings were passed on a vote of 4-0.

Mayor Morriss called for questions or comments. Being none, the Ordinances moved to their Third Reading.

THIRD READING: The Ordinances were presented in title only for their Third Readings and were passed on a vote of 4-0.

VIII. New Business

(A) Orders (Consent Agenda)

Mr. Rhodes reviewed each Order on the Consent Agenda, and Mayor Morriss called for questions or comments. Motion to approve all Consent Agenda items was made by Councilman Frazier, seconded by Councilwoman Marchini, and was passed on a vote of 4-0.

Order 26,649 - accepting the proposal of Century Engineering, Inc. for City Project 36-19-WWTP "Blower Building Electrical Switchgear Replacement - Engineering Services" in the estimated cost of \$29,600, which will include the design and preparation of construction bid documents for the switchgear replacements and a new redundant transformer at the Blower Building at the JDD Water Reclamation Facility

Order 26,650 - authorizing the Chief of Police to enter into a Memorandum of Understanding (MOU) with the United States Secret Service to formalize an existing

partnership with the Cumberland Police Department, making the department eligible to share funds and seek reimbursement for costs associated with certain investigations

Order 26,651 - authorizing execution of lease agreement with Corner Tavern and Cafe, Embassy Theater, Baltimore Street Grill, City Lights, and Mezzos for the use of public right-of-way for outdoor dining and entertainment for a one-year term effective June 1, 2020 through May 31, 2021

Order 26,652 - accepting the report of the City Administrator, dated June 12, 2020, advising that with regard to the closure of two (2) portions of Park Alley in the vicinity of Williams and Cecelia Street, as approved by Ordinance No. 3865, there were no damages caused to the adjacent property owners, those being Cumberland Gateway Real Estate, LLC, and Alter/Scott Acquisitions, LLC, and that any added monetary value to the property owners as a result of the closure will be determined by the MD Department of Assessments and Taxation

IX. Public Comments

There were no public comments

All public comments are limited to 5 minutes per person

X. Adjournment

With no further business at hand, the meeting adjourned at 7:00 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Marjorie A. Woodring, City Clerk _____

File Attachments for Item:

Ordinance 3873 (*1st reading*) - providing for the closure of 1) a portion of an unnamed alley running north from its intersection with East Street, and 2) a portion of East Street between Reynolds Street and Interstate 68. Both parcels lay between lands owned by the Mayor and City Council of Cumberland and the City has agreed to sell the lands to Allegany Junction LP pursuant to the terms of a Purchase Agreement previously executed by both parties.

ORDINANCE NO. 3873

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND, ENTITLED "AN ORDINANCE TO PROVIDE FOR THE CLOSURE OF A PORTION OF AN UNNAMED ALLEY RUNNING NORTH FROM ITS INTERSECTION WITH EAST STREET 124.41 FEET ("PARCEL A") AND A PORTION OF EAST STREET BETWEEN REYNOLDS STREET AND INTERSTATE 68, ABUTTING THE SOUTH SIDE OF THE UNNAMED ALLEY, APPROXIMATELY 303 FEET ON THE NORTH SIDE OF THE PORTION OF EAST STREET BEING CLOSED AND APPROXIMATELY 263 FEET ON THE SOUTHERN SIDE ("PARCEL A"), BOTH PARCELS LYING BETWEEN THE LANDS OWNED BY MAYOR AND CITY COUNCIL OF CUMBERLAND RECORDED AMONG THE LAND RECORDS IN BOOK 2078, PAGE 182, THE PORTIONS OF THE ALLEYS BEING CLOSED BEING LOCATED IN THE CITY OF CUMBERLAND, IN ALLEGANY COUNTY, MARYLAND.

WHEREAS, the Mayor and City Council of Cumberland received a petition from Allegany Junction Limited Partnership, requesting the closure of the portion of the unnamed alley and the portion of East Street which are described in the title to this Ordinance and the Exhibits A and B attached hereto;

WHEREAS, the portions of the unnamed alley and East Street proposed for closure are surrounded by the lands owned by Mayor and City Council of Cumberland (the "City") which are described in the deed recorded among the Land Records of Allegany County, Maryland in Book 2078, Page 182;

WHEREAS, the City has agreed to sell the lands described in the aforesaid deed to Allegany Junction Limited Partnership pursuant to the terms of a Purchase Agreement executed by those parties;

WHEREAS, the City waived the right to receive the personal notice that is required to be mailed to property owners who may be affected by the passage of this Ordinance; and

WHEREAS, in the opinion of the Mayor and City Council of Cumberland, the public welfare and convenience require that the aforesaid portions of the aforesaid unnamed alley and East Street be closed.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF CUMBERLAND AS FOLLOWS:

SECTION 1: The portions of the aforesaid unnamed alley described and identified as Parcel A and the portion of East Street described and identified as Parcel B in the metes and bounds descriptions set forth in the Exhibit A attached hereto and the plat attached hereto as Exhibit B shall be closed and conveyed from the City to itself as provided for hereinafter. This conveyance is subject to the easements, reservations and

restrictions set forth in the Exhibit C attached hereto, which easements, reservations and restrictions shall be incorporated into the deed effecting the conveyance described in this paragraph. The said closure is subject to the reservation/granting of a perpetual easement in favor of the City and public and private utilities for the full length and width of the portion of East Street being closed by this Ordinance for the purpose of ingress, egress, construction, maintenance, operation, alteration, replacement and removal of existing and future utilities. The language describing the aforesaid easements, reservations and restrictions and other matters is set forth in the Exhibit C attached hereto. The easements, reservations and restrictions described in Exhibit C shall not merge into the deed effecting the conveyance described here and they shall be binding upon all of the City's successors in title.

SECTION 2: The Mayor and City Council shall ascertain whether any and what amount in value of damage shall be caused by the aforesaid closure for which the owners or possessors of any property located along the unnamed alley and East Street, or portions thereof, should be compensated, and shall assess and levy generally on the property of the persons benefitted by the closure of the street the whole or any part of the expense which shall be incurred in closing the same.

SECTION 3: The City Administrator or his designee shall, within fifteen (15) days of the passage of this Ordinance, submit a report to the City Clerk setting forth his findings regarding what amount of damages, if any, shall have been caused by the aforesaid closure of the portions of the unnamed alley and East Street described herein, and the names of the owners or possessors of such property along which said streets now pass, and the amount of damages for which they shall be compensated or benefits for which they shall be assessed, and whether said damages arising from the closure shall be assessed generally on the whole assessable property within the City of Cumberland or specially on the property of the person benefitted by the closure; and, in the event of any of said damages being assessed and levied in whole or in part on any property of the persons benefitted, the names of the owners of the property specially benefitted, with a description of said property by reference to the Land Records of Allegany County, and the amount so levied and assessed. The Mayor and City Council shall consider the matter of the City Administrator's report and shall make determinations regarding the subject matter of the report at a meeting held no sooner than fifteen (15) days after the date of the passage of this Ordinance.

SECTION 4: Any person feeling aggrieved or injured by the decision of said Mayor and City Council of Cumberland regarding the subject matter of the aforereferenced report shall have the right of an appeal to the Circuit Court at a trial by jury, as provided in Section 128 of the Charter of the City of Cumberland (1991 Edition), upon filing a written notice of appeal with the City Clerk within thirty (30) days after the Mayor and City Council of Cumberland shall have made their return.

SECTION 5: The benefits assessed by said Mayor and City Council shall be liens upon the property of the persons benefitted to the extent of such assessment, and shall be payable within sixty (60) days after the date of the meeting at which the Mayor

and City Council make their determinations regarding the subject matter set forth in the City Administrator's report, and the collection of the same shall be enforced by *scire facias* in the same manner as paving liens are collected by the Mayor and City Council; and a written record of the said Mayor and City Council's determinations shall be filed for record and reported in the Mechanics' Lien Record in the Clerk's Office in the Circuit Court for Allegany County, and the assessment therein shall be liens upon the properties respectively assessed from the time of such recording, such recording to be effected no sooner than the expiration of the aforesaid sixty (60) day period.

SECTION 6: Upon the collection of all benefits assessed and the payment of the damages ascertained, or the waiver of this provision by the parties interested, if applicable, the said portions of the unnamed alley and East Street particularly described in Section 1 hereof shall be closed and the Mayor shall be empowered to execute the deed effecting the conveyance which is described in Section 1 hereof.

SECTION 7: This Ordinance shall take effect from the date of its passage.

Passed the ____ day of _____, 2020.

Raymond M. Morriss, Mayor

ATTEST:

Marjorie A. Woodring, City Clerk

EXHIBIT A
Property Descriptions

Parcel A

ALL that portion of East Street situated east of Marion Street, and south of Reynolds Street, in the City of Cumberland, Election District No. 22, Allegany County, Maryland, and being more particularly described as follows (Maryland State Plane Meridian courses and horizontal measurements being used thru out) to wit:

BEGINNING for the same at a point on the westerly margin of East Street, being North 01 degrees 55 minutes 30 seconds West, 72.83 feet from the southern terminus of East Street, thence with the westerly right of way margin of East Street;

1. North 01 degrees 55 minutes 30 seconds West, 41.47 feet to a point, thence leaving East Street;
2. South 72 degrees 46 minutes 26 seconds West, 124.41 feet to a point on the easterly margin of an alley, thence running parallel to Marion Street;
3. South 01 degrees 55 minutes 30 seconds East, 41.47 feet to a point, thence with said unnamed street;
4. North 72 degrees 46 minutes 26 seconds East, 124.41 feet to the place of beginning, containing 4,966 square feet, more or less, all of which is shown on "Plan Of Survey" Prepared For Woda Cooper Companies, Inc., dated June 11, 2020, by Bennett, Brewer & Associates, LLC.

ALL OF THE ABOVE described parcel being part of the same property known as East Street in the City of Cumberland, Maryland.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record.

Parcel B

ALL that portion of East Street situated on the southerly side of West Reynolds Street in the City of Cumberland, Election District No. 22, Allegany County, Maryland, and being more particularly described as follows (Maryland State Plane Meridian courses and horizontal measurements being used thru out) to wit:

BEGINNING for the same at a point on the easterly margin of East Street, being South 01 degrees 55 minutes 30 seconds East, 97.00 feet from the intersection of the

eastern right of way margin of East Street with the southerly right of way margin of West Reynolds Street, thence with easterly right of way margin of East Street;

5. South 01 degrees 55 minutes 30 seconds East, 263.00 feet to a point, thence crossing East Street;
6. South 43 degrees 04 minutes 30 seconds West, 56.57 feet to a point in the westerly right of way margin of East Street, thence with a line thereof;
7. North 01 degrees 55 minutes 30 seconds West, 303.00 feet to a point, thence leaving said margin;
8. North 88 degrees 04 minutes 30 seconds East, 40.00 feet to the place of beginning, containing 11,326 square feet, more or less, all of which is shown on "Plan Of Survey" Prepared For Woda Cooper Companies, Inc., dated June 11, 2020, by Bennett, Brewer & Associates, LLC.

ALL OF THE ABOVE described parcel being part of the same property known as East Street in the City of Cumberland, Maryland.

TOGETHER WITH AND SUBJECT TO any restrictions, reservations, covenants, right of ways, et cetera as of record.

EXHIBIT B

Plat

PLAN OF SURVEY

made for

CITY OF CUMBERLAND / WODA COOPER CO.

100 EAST STREET, ELECTION DISTRICT NO. 22-001
ALLEGANY COUNTY
MARYLAND

SCALE: 1" = 100'

JUNE 26, 2020

TAX MAP 105	PARCEL 70126	PROJECT NO. 2019051
CRD FILE: 19051	DRAWN: SM	APPROVED: MB
	CHECKED: ABMB	

NOTE: PARCEL B - THE CITY OF CUMBERLAND SHALL RETAIN AN EASEMENT FOR THE FULL WIDTH AND LENGTH OF THE PUBLIC RIGHT OF WAY TO BE CLOSED FOR ANY EXISTING AND FUTURE WATER LINES, SEWER LINES, AND STORMWATER LINES.



MARYLAND STATE GRID
MD 83

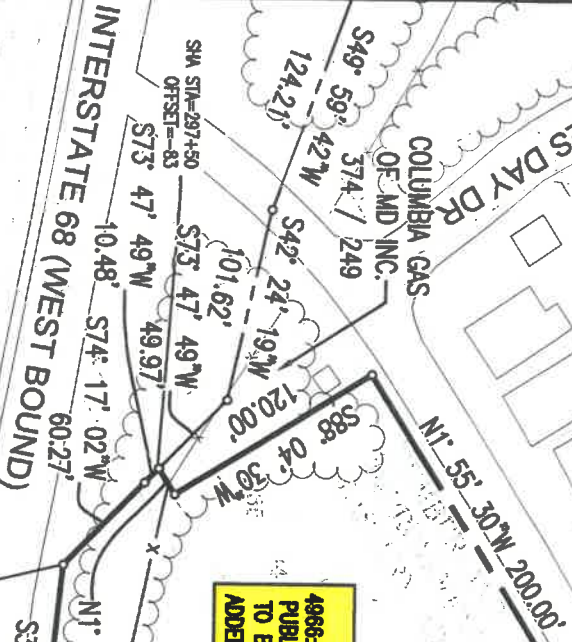
ROBERT M.
BISHOP ET AL
1773 / 085

MARION ST. (40' RW)

REYNOLDS ST.

COLUMBIA GAS
OF MD INC.

MAYOR & CITY
COUNCIL OF
CUMBERLAND



PARCEL A
4968± S.F. - AREA OF
PUBLIC RIGHT OF WAY
TO BE CLOSED TO BE
ADDED TO 2078 / 182

P.O.B. PARCEL A

PARCEL B
11326± S.F. - AREA OF
PUBLIC RIGHT OF WAY
TO BE CLOSED TO BE
ADDED TO 2078 / 182

P.O.B. PARCEL B

MDSHA RIGHT OF WAY STATIONING REFERENCED
FROM PLAT NOS 18890 & 41542

bba

Surveyors | Engineers | Planners

Bennett Brewer & Associates, LLC
23 East Main Street, Suite 200
Frostburg, MD 21532
Phone 301-687-0494



GRAPHIC SCALE - 1" = 100'

REYNOLDS ST.

INTERSTATE 68 (OFF RAMP)

INTERSTATE 68 (EAST BOUND)

CITY OF CUMBERLAND

APPROVAL - DEPARTMENT OF ENGINEERING

DATE

EXHIBIT C
Easements, Reservations & Restrictions

SUBJECT, HOWEVER, to an easement in favor of the Grantor and public and private utilities, including, but not limited to, gas, electric and telephone service providers, for the full length and width of the right-of-way being closed for any existing utility lines, for stormwater and surface drainage and for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of any needed utility lines and stormwater management and sediment and erosion control devices and improvements.

FURTHERMORE, it is a condition of the conveyance effected by this deed that the Grantee, its successors, and assigns, or other(s) to whom this and the other portions of this right-of-way being closed shall be conveyed, shall be allowed to use the surface of the land hereby conveyed; however, he/she/they/it shall not be permitted to place or erect structures or enclosures thereon without the written consent of the Grantor, which consent may be granted or denied for any reason or no reason at all. The Grantee's use of the property conveyed by this deed shall not interfere with the ingress, egress or other actions of the Grantor and public and private utilities, as necessary for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utilities and improvements related thereto. Furthermore, no such structures or enclosures shall be located or constructed upon the land conveyed by this deed until plans therefore have been submitted to and approved by the Grantor's Engineering Division, and no work in the construction of such structures or enclosures or in the use of the surface shall injure or disturb the aforesaid utilities and improvements related thereto or in any way interfere with or adversely impact their operation or maintenance.

FURTHERMORE, the Grantor shall not be permitted to grade the property conveyed under the terms of this deed nor shall he/she/they/it be permitted to alter the surface of the land hereby conveyed, aside from filling potholes, except upon the written consent of the Grantor, said consent not to be unreasonably withheld.

FURTHERMORE, in the event the Grantee alters the surface of the land hereby conveyed or the subsurface thereof and said alterations result in the need to relocate public or private utilities' lines and/or other improvements related thereto, the Grantee shall be liable for all costs associated with the relocation.

FURTHERMORE, the Grantor, and public and private utilities, shall also have the right to remove, where necessary, such trees and other growths as may be required for the installation, inspection, operation, maintenance, repair, replacement and/or relocation of the aforesaid utility lines and stormwater management and sediment and erosion control devices and improvements related to the foregoing.

IT IS UNDERSTOOD, that the foregoing easements, covenants and restrictions shall be deemed to touch and concern the land, shall run with the title to the land, shall inure to the benefit of the Grantor and the other parties thereby benefited, and shall be binding upon the Grantee and all future owners or possessors of all or any of the land hereby conveyed as well as their personal representatives, heirs, successors and assigns, and any and all persons and entities claiming through them.

File Attachments for Item:

Order 26,653 - authorizing the Chief of Police to accept a FY21 NIBRS Implementation Byrne-Justice Assistance Grant (BJAG) in the amount of \$45,000 to be used to further prepare for the Cumberland Police Department's (CPD) migration from the existing Uniform Crime Reporting (UCR) format to the new National Incident Based Reporting System (NIBRS) format by January 2021. Funds will be applied toward developing a computer training lab within the CPD and will pay for instructors and students to attend this specialized training.

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,653

DATE: July 7, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a FY21 NIBRS Implementation grant through the Byrne – Justice Assistance Grant (BJAG) Program (BJAG) in the amount of Forty-five Thousand Dollars and No Cents (\$45,000.00) to assist in implementing migration from the current Uniform Crime Reporting (UCR) format to the new National Incident Based Reporting System (NIBRS) format by January 2021, by funding development of a computer training lab, as well as paying instructors and students to attend this specialized training.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: FY21 NIBRS BJAG Grant

Key Staff Contact: Police Chief Chuck Ternent

Item Title:

FY21 NIBRS BJAG Grant

Summary:

Authorize Chief of Police Chuck Ternent to accept the FY21 NIBRS BJAG Grant in the amount of \$45,000. The Federal Government has requirements on how crime data is reported. The current system in use is the Uniform Crime Reporting (UCR) format. The Federal government has mandated that every police agency migrate from the existing UCR format to the new National Incident Based Reporting System format by January 2021. CPD has been preparing for this move and have previously paid our reporting system vendor to create the necessary software with grant funds. In order to further prepare we have been awarded grant funds through the Bureau of Justice Assistance in the amount of \$45,000 to develop a computer training lab within CPD and pay instructors and students to attend this specialized training.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$45,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



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June 23, 2020

Captain Chuck Ternent
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: BJAG-2016-0072

Dear Captain Ternent:

I am pleased to inform you that your grant application entitled, "**NIBRS Implementation**," in the amount of \$45,000.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Tammy Lovill**) or fiscal team member (**Courtney Thomas**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tammy Lovill', with a stylized flourish at the end.

Tammy Lovill

Funding Manager



Regional Monitor:
Fiscal Specialist:

Lovill, Tammy
Thomas, Courtney

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number: BJAG-2016-0072

Sub-recipient: Cumberland Police Department

Project Title: NIBRS Implementation

Implementing Agency: Cumberland Police Department

Award Period: 05/01/2020 - 12/31/2020

CFDA: 16.738

Federal Grant #: 2016-MU-BX-0441

Funding Summary	Grant Funds	100.0 %	\$45,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$45,000.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
NIBRS Training overtime	Overtime	Grant Funds	\$22,400.00
Personnel Total:			\$22,400.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
NIBRS Training tuition	Grant Funds	140	\$40.00	\$5,600.00
Contractual Services Total:				\$5,600.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
Computer connection equipment	Grant Funds	1	\$5,000.00	\$5,000.00
Computer work stations	Grant Funds	12	\$1,000.00	\$12,000.00
Equipment Total:				\$17,000.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 5/1/2020

File Attachments for Item:

. Order 26,654 - authorizing the Chief of Police to accept a GOCCP FY21 Sex Offender Compliance Grant in the amount of \$20,427 for overtime support for the Cumberland Police Department and Allegany County Sheriff's Office to perform home-visit compliance checks of registered sex offenders to confirm residency

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,654

DATE: July 7, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY21 entitled "Sex Offender Compliance and Enforcement in Maryland" in the amount of Twenty Thousand, Four Hundred Twenty-seven Dollars and No Cents (\$20,427.00) for the period 07/01/2020 to 06/30/2021 for Cumberland Police Department and Allegany County Sheriff's Office overtime support to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Raymond M. Morriss, Mayor

Grant: SOCM-2021-0004

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: FY21 Sex Offender Compliance Grant

Key Staff Contact: Police Chief Chuck Ternent

Item Title:

FY21 Sex Offender Compliance Grant

Summary:

Authorize Police Chief Chuck Ternent to accept the FY21 Sex Offender Compliance grant in the amount of \$20,427.00 for Cumberland Police Department and Allegany County Sheriff's Office overtime to perform compliance checks by conducting home visits of registered sex offenders to confirm residency.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$20,427.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? X Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



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June 23, 2020

Captain Chuck Terner
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: SOCM-2021-0004

Dear Captain Terner:

I am pleased to inform you that your grant application entitled, "**Sex Offender Compliance and Enforcement in Maryland**," in the amount of \$20,427.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program.

Enclosed are the Notification of Project Commencement, Special Conditions, programmatic forms, and Budget Notice. The General Conditions for all of our awards are also located online, at www.goccp.maryland.gov. A copy of the grant award letter is also included.

It is essential, as the project director, that you submit the **Notification of Project Commencement** to indicate the starting date of your project **within 30 calendar days** after receiving your grant award packet. **No financial forms can or will be processed** unless the Notification of Project Commencement has been signed and uploaded to the Grants Management System.

Please be sure to review the grant award. As the project director you are responsible for the operation, administration, and the completion of the forms necessary to initiate and report project activities and comply with the special conditions. It is important that you understand all the Special Conditions attached to this award, as they are specific to your funding source. One General Condition that must be emphasized is that none of the principal activities of the project may be sub-awarded to another organization without written prior approval by the Governor's Office of Crime Control and Prevention.

Sample copies of your programmatic reporting questions are included with this award package, but you are required to complete **all** reporting electronically, using our web-based Grants Management System (GMS, https://grants.goccp.maryland.gov/BLIS_GOCCP). Training videos and a downloadable GMS user's guide are available online at www.goccp.maryland.gov.

Electronic programmatic reports must be submitted within 15 calendar days after the end of each quarter. Electronic financial reports must be submitted within 30 calendar days after the end of each quarter. Submitted reports that have not yet been approved may be sent back to you electronically for edits if requested.

Approved electronic financial reports may only be revised manually, not electronically, by submitting a revised financial report as a paper hard copy or a scan of the paper document. Revisions are allowed to be submitted up to 60 days after the end date of each quarter. These revisions are only accepted if the initial quarterly report was submitted within the mandatory time frame noted above.

Any request for changes or modifications to the project as awarded must be made online using the Grants Management System.

If the purchase of furniture/equipment is part of this grant project and you are a governmental agency, it is required that such purchases are made by competitive bid or through your approved governmental procurement process and that inventory records be maintained.

Should you have any questions or need any clarification regarding this award, **please have your award number when you call** so that you can be referred to the appropriate program manager (**Angela Carpintieri**) or fiscal team member (**Dorothy Lee**). This will enable us to provide you with technical assistance and information in a timely manner.

Sincerely,

A handwritten signature in black ink, appearing to read 'Angela', with a long horizontal flourish extending to the right.

Angela Carpintieri

Funding Manager



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Lee, Dorothy

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	SOCM-2021-0004	
Sub-recipient:	Cumberland Police Department	
Project Title:	Sex Offender Compliance and Enforcement in Maryland	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2020 - 06/30/2021	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$20,427.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$20,427.00

Personnel

Description of Position	Salary Type	Funding	Total Budget
Officers	Overtime	Grant Funds	\$10,214.00

Personnel Total: \$10,214.00

Contractual Services

Description	Funding	Quantity	Unit Cost	Total Budget
Allegany County Sheriff's Office	Grant Funds	0	\$40.00	\$10,213.00

Contractual Services Total: \$10,213.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2020

File Attachments for Item:

. Order 26,655 - authorizing the Chief of Police to accept a State Aid for Police Protection Grant for FY21 in the amount of \$478,883 to be used exclusively to provide adequate police protection in the City of Cumberland, MD

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,655

DATE: July 7, 2020

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

THAT the Chief of Police be and is hereby authorized to accept a GOCCP Grant for FY21 entitled "State Aid for Police Protection" in the amount of Four Hundred Seventy-eight Thousand, Eight Hundred Eighty-three Dollars and No Cents (\$478,883.00) for the period 07/01/2020 to 06/30/2021 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, MD.

Raymond M. Morriss, Mayor

Grant: SAPP-2021-0012

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: FY21 State Aid for Police Protection Fund

Key Staff Contact: Police Chief Chuck Terner

Item Title:

FY21 State Aid for Police Protection Fund

Summary:

Authorize Chief of Police Chuck Terner, to accept the FY21 State Aid for Police Protection Fund grant in the amount of \$ 478,883 to be used exclusively to provide adequate police protection in the qualifying municipality of Cumberland, Maryland.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? Yes No	
Budget:	\$
Value of award:	\$478,883
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	



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June 12, 2020

Captain Chuck Ternent
Captain
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

SAPP-2021-0012

Dear Captain Ternent:

Please be advised that, pursuant to the FY 2021 State budget, the Cumberland Police Department will receive \$478,883.00 from the FY 2021 State Aid for Police Protection Fund. The State Aid for Police Protection Fund is an annual formula grant to be used exclusively to provide adequate police protection in the subdivisions and qualifying municipalities of Maryland.

Your estimated allocation for FY 2021 is derived from the information provided on Forms No. 2 and 3. The actual amount of aid will be recalculated based on the actual FY 2020 expenditures for police protection that you will provide on Form No. 1 and the applicable CAFR Reconciliation Form which will be due on January 25, 2021. Payments will be made on the last day of each quarter.

To participate in the FY 2022 State Aid for Police Protection Fund program, an online grant application submission is required. Additionally, the original signed hard copies of Form No. 2 (Estimated Expenditures for FY 2022) and Form No. 3 (Municipal Sworn Officer Allocation as of June 30, 2020) must be uploaded into the online system under the documents tab of the application. Instructions will be provided as we get closer to the due date. It is important that we receive all forms in a timely manner so that the formula may be calculated correctly.

The State Aid for Police Protection Fund Notice of Funding Availability, the required forms, and instructions for FY 2022 will be tentatively available on our website in October 2020, and will be available to download through our website at

<http://goccp.maryland.gov/grants/programs/sapp/>. You will be notified one month prior to the submission due dates by email. If the applicant or implementing agency authorized official has changed, please do not delay submitting a request to make the necessary changes now by using the instructions provided online at

<http://goccp.maryland.gov/grants/changing-authorized-official/>.



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I hope our office becomes a more valuable resource for your organization as we strive to deliver our services in a customer-friendly fashion. If you need any assistance, please contact Angela Carpintieri, SAPP Program Manager, by email at Angela.Carpintieri@maryland.gov or phone at (410) 697-9297.

Sincerely,

V. Glenn Fueston, Jr.
Executive Director

Cc: Captain Chuck Ternent
Ms. Cindy Hartley



Governor's Office of Crime Control and Prevention

Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Grant Award - Special Conditions

Grant Award Number:	SAPP-2021-0012	Sub-Recipient:	Cumberland Police Department
Award Period:	07/01/2020 - 06/30/2021	Implementing Agency:	Cumberland Police Department
Project Title:	State Aid for Police Protection		

- 1 This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCCP website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Grantees Toolbox is provided as a resource on the GOCCP website (<http://www.goccp.maryland.gov/grants/grantee-toolbox.php>) to address frequently asked questions.

- 2 If the Maryland State Police (MSP) encounters difficulty obtaining the necessary crime data on a timely basis from local jurisdictions that provide the data for inclusion in the UCR, MSP shall notify the Governor's Office of Crime Control & Prevention (GOCCP). GOCCP shall withhold a portion, totaling at least 15% but no more than 50%, of that jurisdiction's State Aid for Police Protection (SAPP) grant funds upon receipt of notification from MSP.
- 3 Form 1 (Actual Expenditures for Police Protection) and your agency's Annual Audit These reports are due to arrive at GOCCP no later than COB on January 25th. Form 1 figures must also reconcile to your auditor's report.
- 4 All awardees will be required to submit a fiscal year-end report that reflects the overall successes that were accomplished through the use of these grant funds. The report must describe in detail how law enforcement staffing has changed and provide a comparison of the State Aid for Police Protection efforts over the previous year. This fiscal year-end report will be due by July 15th and must also be uploaded into the online grants management system.



Regional Monitor:
Fiscal Specialist:

Carpintieri, Angela
Tisari, Anna

Governor's Office of Crime Control and Prevention

Budget Notice

Grant Award Number:	SAPP-2021-0012	
Sub-recipient:	Cumberland Police Department	
Project Title:	State Aid for Police Protection	
Implementing Agency:	Cumberland Police Department	
Award Period:	07/01/2020 - 06/30/2021	CFDA: State

Funding Summary	Grant Funds	100.0 %	\$478,883.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$478,883.00

Other

Description	Funding	Quantity	Unit Cost	Total Budget
Budget Allocation	Grant Funds	1	\$0.00	\$478,883.00

Other Total: \$478,883.00

Approved:

Governor's Office of Crime Control and Prevention Authorized
Representative

Effective Date: 7/1/2020

File Attachments for Item:

. Order 26,656 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Dept. to conduct six drug interdiction events between now and June 7, 2021, partnering with the Sheriff's Office, Frostburg Police Dept., and the MD State Police, as appropriate, in an attempt to reduce the illicit supply of opioids in Allegany County. Grant money in the amount of \$10,000 has been appropriated by the Health Dept. through the Opioid Operational Command Center for these initiatives and to cover meals for one officer to attend Drug Recognition Expert training.

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,656

DATE: July 7, 2020

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

THAT, the Chief of Police be and is hereby authorized to enter into a Memorandum of Understanding (M.O.U.) with the Allegany County Health Department on behalf of the City of Cumberland Police Department to receive grant monies made available from the Maryland Department of Health, Opioid Operational Command Center in the amount of Ten Thousand Dollars and No Cents (\$10,000.00), to conduct six (6) drug interdiction events by June 7, 2021, partnering with the Allegany County Sheriff's Office, Frostburg City Police Department, and the Maryland State Police, as appropriate, with the goal of reducing the illicit supply of opioids in Allegany County.

Raymond M. Morriss, Mayor

MEMORANDUM OF UNDERSTANDING

between

ALLEGANY COUNTY HEALTH DEPARTMENT

12501 Willowbrook Road SE
Cumberland, MD 21502

and

CUMBERLAND CITY POLICE DEPARTMENT

20 Bedford Street
Cumberland, Maryland 21502

This agreement is funded through grant monies made available from the Opioid Operational Command Center, grant award number F125N, fiscal year 2021, award period July 1, 2020 to June 30, 2021. The Allegany County Health Department agrees to pay the **Cumberland City Police Department** a total of **\$10,000.00** to conduct five (5) drug interdiction events and one (1) officer trained in Drug Recognition Expert (DRE) Training (covering the costs of meal reimbursement only) by June 7, 2021 with the goal of reducing the illicit supply of opioids in Allegany County.

Cumberland City Police Department agrees to complete the following:

1. Partner with the Allegany County Sheriff's Office, Frostburg City Police Department and Maryland State Police on interdiction events, as appropriate.
2. Use funding for officer overtime and interdiction supplies.
3. Document the number of interdiction events completed. **Target: 5**
4. Document the number of officers trained in DRE. **Target: 1**
5. Meal Reimbursement costs (only) for one (1) officer to attend DRE Training.

The **Cumberland City Police Department** agrees to submit monthly reports (attached) and invoices (including overtime vouchers, and itemized receipts) for the above stated services on a monthly basis. Invoices and reports should only reflect the services and expenses from this grant award and should not be combined with any other Health Department grant funding (if applicable).

Deadline for monthly report is the 5th of every month. **Exception: the last report and invoice must be submitted no later than June 7, 2021.**

The activities of this agreement must be completed by June 7, 2021 and the final report and invoices must be completed by June 7, 2021. The Allegany County Health Department will remit reimbursement only after the above services are purchased and/or rendered, and proper invoices with overtime vouchers are submitted.

 Date: 7/1/20
Chief Chuck Tement
Cumberland City Police Department

 Date: 7/1/2020
Jenelle Mayer
Health Officer
Allegany County Health Department

The Cumberland City Police Department agrees to follow the policies of the Human Services Agreements Manual (HSAM) of the Maryland Department of Health that is sent via email.

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: FY21 Health Department Opioid Operational Command Center grant

Key Staff Contact: Police Chief Chuck Terner/Lt. Andrew Tichnell

Item Title:

FY21 Health Department Opioid Operational Command Center grant

Summary:

Authorize the Chief of Police to enter into a Memorandum of Understanding with the Allegany County Health Department to conduct six drug interdiction events between now and June 7, 2021, in an attempt to reduce the illicit supply of opioids in Cumberland. \$10,000 in police overtime money has been appropriated by the Allegany County Health Department through the Opioid Operational Command Center for these initiatives as well as for meal money for one officer to attend Drug Recognition Expert training.

Issues and Considerations:

Enter Text Here

<i>Fiscal Impact:</i>	
Is this item budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	Enter Text Here
Value of award:	\$10,000
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

File Attachments for Item:

. Order 26,657 - authorizing execution of a Joint Use Agreement with The Housing Authority of the City of Cumberland, MD and the Department of Natural Resources to accept \$149,000 in Community Parks and Playgrounds Program funding for playground improvements at 635 East First Street (Jane Frazier Village) and to provide contingencies for use of the funds

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

ORDER NO. 26,657

DATE: July 07, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Joint Use Agreement with The Housing Authority of the City of Cumberland, MD and the Department of Natural Resources to accept \$149,000 in Community Parks and Playgrounds Program funding for playground improvements at 635 East First Street (Jane Frazier Village) and to provide contingencies for use of the funds.

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: Order 26,657

Key Staff Contact: Kathy McKenney, Historic Planner

Item Title:

Order 26,657 authorizing execution of a Joint Use Agreement with The Housing Authority of the City of Cumberland, MD and the Department of Natural Resources to accept \$149,000 in Community Parks and Playgrounds Program funding for playground improvements at 635 East First Street (Jane Frazier Village) and to provide contingencies for use of the funds

Summary:

Three projects were submitted by the City of Cumberland to the Maryland Department of Natural Resources' Community Parks and Playgrounds program in 2019. One of these projects, the playground improvement project at the Cumberland Housing Group's property at 635 East First Street (Jane Frazier Village) was selected by the State of Maryland to receive \$149,000 funding – the full amount of the request.

The execution of a Joint Use Agreement between the Cumberland Housing Group and the Mayor and City Council of Cumberland is required as part of the Community Parks and Playgrounds program funding process. This is due to the fact that the improvements will take place on a property that is owned by an entity other than the Mayor and City Council of Cumberland.

Issues and Considerations:

None.

**MARYLAND DEPARTMENT OF NATURAL RESOURCES
COMMUNITY PARKS AND PLAYGROUNDS (CP&P) PROGRAM**

JOINT-USE AGREEMENT

THIS JOINT-USE AGREEMENT (this Agreement) is made this 23 day of July, 2018, by and between:

- (a) **The City of Cumberland, Maryland**
(hereinafter, the Local Government)
- (b) **The Housing Authority of the City of Cumberland, Maryland**
(hereinafter, the Third Party), and
- (c) The Department of Natural Resources, acting for and on behalf of the State of Maryland (hereinafter, the Department)

WHEREAS, the Local Government is applying Community Parks and Playgrounds funds appropriated by the Maryland General Assembly and administered by Program Open Space under Title 5, Subtitle 9 of the Natural Resources Article (2012 Replacement Volume, as amended) for recreational facilities on lands owned by the Third Party.

NOW, THEREFORE, the Local Government, the Third Party, and the Department agree as follows:

1. This Agreement applies to the facility described in the Community Parks and Playgrounds Application and Project Agreement # _____-_____, set forth in **Attachment A**, which is hereby incorporated herein by reference (the Project).
2. Any additional agreements between the Local Government, the Third Party, and any other parties with respect to the Project are set forth in **Attachment B**, which is hereby incorporated herein by reference. In the event of a conflict between the terms of **Attachment B** and the terms of this Agreement, the terms of this Agreement shall prevail.
3. The Local Government shall operate and maintain, or have operated and maintained, the Project throughout its estimated life of 20 years from the date of Board of Public Works approval as set forth in **Attachment A** and associated documents.
 - a. The Project shall be maintained so as to appear attractive and inviting to the public.
 - b. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local health standards.
 - c. The Project shall be kept reasonably safe for public use.
 - d. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair so as to prevent undue deterioration and to encourage public use.
4. The Local Government and the Third Party shall ensure that:
 - a. The Project shall be open for public use at all reasonable hours and times of the year, according to the type of area and facility.
 - b. The Project shall be open to entry and use by all persons, regardless of race, color, religion, sex, age, handicap, marital status, sexual orientation, gender, or ancestry or national origin, and shall be operated in compliance with Title VII of the Civil Rights Act of 1964, P.L. 88-354 (1964) and its amendments, the Americans with Disabilities Act of 1990, P.L. 101-336 and its amendments, and Section 20-601 et. seq. (Discrimination in Employment) of the State Government Article of the Annotated Code of Maryland (2014 Repl. Vol. and 2016 Supp.).
 - c. The Project shall be retained and used for public outdoor recreation or open space purposes. The Project shall not be converted to any other use without the prior written approval of the Secretary of the Department of Natural Resources, the Secretary of the Department of Budget and Management, and the Secretary of the Department of Planning. Said approval shall not be granted unless the Local Government and/or Third Party replace the Project with facilities of at least equivalent area and of at

least equivalent recreation or open space value. The monetary value of the replacement facility shall be equal to or greater than the original Community Parks and Playgrounds grant(s). The Secretaries, at their sole discretion, shall determine the relative recreation and open space value of the properties, considering the fair market value, usefulness, quality and location of the properties and/or facilities.

- d. The Department, its agents and employees shall have the right to inspect the Project for compliance with this Agreement.
5. To the extent permitted by law and subject to available appropriations, the Local Government agrees:
 - a. To protect, indemnify and save harmless the Department, its officers, agents, and employees from and against any and all claims, demands, causes of action, and liability of any kind arising out of the operation and use of the Project.
 - b. That if the Project is rendered unusable for any reason whatsoever, the Local Government shall immediately notify the Department of said condition. The Local Government, at its own expense, shall repair the Project, taking any action necessary to restore use and enjoyment of the Project by the public.
 - c. That any violation of this Agreement shall render the Local Government liable to the Department to replace the Project with land of at least equivalent area and public recreational value, and to construct on this replacement land facilities of the same type, size, and quality of construction as those in the Project.
 - d. That in the event of a violation of any provisions of this Agreement, the State, in addition to pursuing other remedies, may impose the following sanctions until the violation has been corrected to the satisfaction of the Department:
 - i. Withhold approval of any Program Open Space and Community Parks and Playgrounds project request submitted by the Local Government to the Department;
 - ii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of the Project;
 - iii. Withhold reimbursement from Program Open Space and Community Parks and Playgrounds funds for the State's share of the cost of any or all outstanding projects of the Local Government;
 - iv. Maintain, operate, or repair the Project, charging the cost of said maintenance, operation, or repair to the Local Government as a debt due and owing the Department.
 6. If the Third Party is a Board of Education that holds title to the land on which the Project is located, then, the Third Party shall permit the Project to be open to the general public, as regulated by the Third Party or the Local Government at all hours and times consistent with the type of facility, so long as same does not interfere with specific school activities.
 7. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns, including assigns and successors by way of privity of estate and contract. Nothing in this Agreement, expressed or implied, is intended to confer upon or against any person, corporation, or government unit not a party to this Agreement, any right or remedy under or by reason of this Agreement.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement causing the same to be signed the day and year first written above.

WITNESS:

THE LOCAL GOVERNMENT:

NAME: _____

TITLE: _____

WITNESS:



THE THIRD PARTY:

NAME:  _____

TITLE: President and Chief Executive Officer

WITNESS:

THE DEPARTMENT:

NAME: _____

TITLE: _____

Approved as to legal form and sufficiency. Approved means the document meets the legal requirements for a contract if the signature blocks are executed properly; it does not mean approval or disapproval of the transaction. Approval is of the typed language only; any modification requires re-approval.

Office of the Attorney General
Department of Natural Resources

Note: **Attachment B** should set forth the respective roles of the Local Government and the Third Party for construction and development of the Project and for the operation, maintenance, supervision and scheduling of the Project. It may also include other agreements between the Local Government, the Third Party and any other parties with respect to the Project.

If there is no **Attachment B** to this Agreement, please initial here: _____ Local Government

_____ Third Party

File Attachments for Item:

. Order 26,658 - accepting the bid of Harbel, Inc. for "ADA Improvements at 218 Washington Street Project (19-18-M)" in the estimated unit cost of \$37,339.40, which also includes construction phase support, and rejecting all other bids

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,658

DATE: July 7, 2020

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

THAT, the bid from Harbel, Inc., 11521 Milnor Avenue, P.O. Box 0358, Cumberland, MD, 21502 for “ADA Improvements to 218 Washington Street” (19-18-M) in the estimated unit cost of Thirty-seven Thousand, Three Hundred Thirty-nine Dollars and Forty Cents (\$37,339.40) be and is hereby accepted; and

BE IT FURTHER ORDERED, that all other bids for this project be and are hereby rejected.

Raymond M. Morriss, Mayor

Contractor	Bid Amount
Harbel, Inc.	\$37,339.40
Excavating Associates, Inc.	\$54,267.00
Dotson’s Contracting	\$72,952.00

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number: City Project 19-18-M

Key Staff Contact: Julie Thornton

Item Title:

Award ADA Improvements at 218 Washington Street Contract

Summary:

Award ADA Improvements at 218 Washington Street Contract to the low responsive bidder, Harbel, Inc., in the estimated unit cost of \$37,339.40. Two other bids were received, with acceptable bids ranging from \$54,267 to \$72,953. The installation of an ADA parking space, the removal and resetting of approximately 600 square feet of brick sidewalk, the resetting of approximately 40 lineal feet of stone curb, the installation of approximately 20 lineal feet of type D curb, the installation of pavement markings and installation of parking and traffic signs. Construction phase support is also included in the bid price.

Issues and Considerations:

There are no issues.

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	
Value of award:	\$37,339.40
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	N/A
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

PROJECT INFORMATION	
Project Title:	ADA Improvements at 218 Washington Street
City Project:	19-18-M
Contract Length:	60 Calendar Days
ENGINEER'S ESTIMATE	
Estimated By:	John R. DeVault
Date Estimated:	5/4/2020
BID OPENING	
Date & Time:	June 8th, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

BIDDER	BIDDER	BIDDER
Harbel, Inc.	Excavating Associates, Inc.	Dotson's Contracting
11521 Milnor Avenue/P.O. Box 0358 Cumberland, MD 21502	P.O. Box 434 Ellerslie, MD 21529	14940 Brant Road, SW Cresaptown, MD 21502

BASE BID				ENGINEER'S ESTIMATE		Harbel, Inc.		Excavating Associates, Inc.		Dotson's Contracting	
ITEM NO.	DESCRIPTION OF ITEM	UNITS	QTY.	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
General Contract Items											
1001	Mobilization	LS	1	\$ 2,100.00	\$ 2,100.00	\$ 1,350.00	\$ 1,350.00	\$ 2,583.00	\$ 2,583.00	\$ 2,000.00	\$ 2,000.00
1002	Construction Stakeout	LS	1	\$ 1,200.00	\$ 1,200.00	\$ 4,715.00	\$ 4,715.00	\$ 7,621.00	\$ 7,621.00	\$ 3,000.00	\$ 3,000.00
1003	Maintenance of Traffic	LS	1	\$ 1,600.00	\$ 1,600.00	\$ 1,287.00	\$ 1,287.00	\$ 315.00	\$ 315.00	\$ 10,000.00	\$ 10,000.00
1004	Temporary Traffic Signs	SF	80	\$ 60.00	\$ 4,800.00	\$ 16.30	\$ 1,304.00	\$ 19.00	\$ 1,520.00	\$ 75.00	\$ 6,000.00
1005	Drums for Maintenance of Traffic	EA	10	\$ 50.00	\$ 500.00	\$ 73.50	\$ 735.00	\$ 95.00	\$ 950.00	\$ 100.00	\$ 1,000.00
1006	Temporary Orange Construction Fence	LF	240	\$ 4.00	\$ 960.00	\$ 3.60	\$ 864.00	\$ 3.00	\$ 720.00	\$ 7.00	\$ 1,680.00
2001	Class 1 Excavation	CY	8.5	\$ 25.00	\$ 212.50	\$ 212.40	\$ 1,805.40	\$ 147.00	\$ 1,249.50	\$ 200.00	\$ 1,700.00
2002	Class 1-A Excavation (Contingent)	CY	6	\$ 30.00	\$ 180.00	\$ 66.50	\$ 399.00	\$ 208.50	\$ 1,251.00	\$ 200.00	\$ 1,200.00
2003	Geosynthetic Stabilized Subgrade Using Graded Aggregate Base (Contingent)	CY	6	\$ 126.00	\$ 756.00	\$ 125.00	\$ 750.00	\$ 156.00	\$ 936.00	\$ 500.00	\$ 3,000.00
2004	Geotextile for Base Stabilization (Contingent)	SY	30	\$ 8.00	\$ 240.00	\$ 8.80	\$ 264.00	\$ 6.50	\$ 195.00	\$ 300.00	\$ 9,000.00
5001	6-Inch CR-6 Aggregate Base Course	SY	30	\$ 18.00	\$ 540.00	\$ 32.40	\$ 972.00	\$ 24.00	\$ 720.00	\$ 110.00	\$ 3,300.00
5002	Superpave Asphalt Mix 12.5mm for Surface, PG64-22, Level 2 (1.5" Depth)	TON	3	\$ 150.00	\$ 450.00	\$ 374.00	\$ 1,122.00	\$ 454.00	\$ 1,362.00	\$ 400.00	\$ 1,200.00
5003	Superpave Asphalt Mix 19.0mm for Base, PG64-22, Level 2 (5.5' Depth)	TON	10	\$ 150.00	\$ 1,500.00	\$ 164.00	\$ 1,640.00	\$ 246.00	\$ 2,460.00	\$ 300.00	\$ 3,000.00
5004	5-Inch White Preformed Thermoplastic Pavement Marking Lines	LF	390	\$ 5.00	\$ 1,950.00	\$ 5.80	\$ 2,262.00	\$ 6.50	\$ 2,535.00	\$ 3.00	\$ 1,170.00
5005	Preformed Thermoplastic Pavement Symbol "Handicap Parking"	EA	1	\$ 600.00	\$ 600.00	\$ 394.00	\$ 394.00	\$ 444.00	\$ 444.00	\$ 600.00	\$ 600.00
5006	Preformed Thermoplastic Pavement Symbol "Pedestrian"	EA	2	\$ 600.00	\$ 1,200.00	\$ 394.00	\$ 788.00	\$ 444.00	\$ 888.00	\$ 1,300.00	\$ 2,600.00
6001	Remove and Reset Brick Sidewalk	SF	600	\$ 27.00	\$ 16,200.00	\$ 10.65	\$ 6,390.00	\$ 15.00	\$ 9,000.00	\$ 10.00	\$ 6,000.00
6002	Remove and Refill Unsuitable Subgrade (Contingent)	CY	11	\$ 30.00	\$ 330.00	\$ 171.00	\$ 1,881.00	\$ 282.00	\$ 3,102.00	\$ 130.00	\$ 1,430.00
6003	Remove and Reset Stone Curb	LF	40	\$ 90.00	\$ 3,600.00	\$ 42.40	\$ 1,696.00	\$ 119.00	\$ 4,760.00	\$ 75.00	\$ 3,000.00
6004	Type D Concrete Curb 8"x18"	LF	20	\$ 80.00	\$ 1,600.00	\$ 76.80	\$ 1,536.00	\$ 109.00	\$ 2,180.00	\$ 75.00	\$ 1,500.00
6005	5-Inch Reinforced Concrete Sidewalk (Contingent)	SF	64	\$ 25.00	\$ 1,600.00	\$ 34.00	\$ 2,176.00	\$ 33.00	\$ 2,112.00	\$ 20.00	\$ 1,280.00

CITY OF CUMBERLAND MARYLAND

PROJECT INFORMATION	
Project Title:	ADA Improvements at 218 Washington Street
City Project:	19-18-M
Contract Length:	60 Calendar Days
ENGINEER'S ESTIMATE	
Estimated By:	John R. DeVault
Date Estimated:	5/4/2020
BID OPENING	
Date & Time:	June 8th, 2020 2:30 PM EDT
Location:	Council Chambers, City Hall Cumberland, MD 21502

CERTIFIED BID TABULATION

BIDDER	BIDDER	BIDDER
Harbel, Inc.	Excavating Associates, Inc.	Dotson's Contracting
11521 Milnor Avenue/P.O. Box 0358 Cumberland, MD 21502	P.O. Box 434 Ellerslie, MD 21529	14940 Brant Road, SW Cresaptown, MD 21502

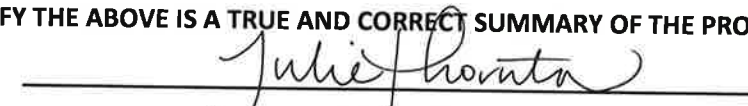
6006	Detectable Warning Surfaces for Curb Ramps (Contingent)	SF	16	\$ 80.00	\$ 1,280.00	\$ 37.50	\$ 600.00	\$ 39.00	\$ 624.00	\$ 30.00	\$ 480.00
7001	Placing Furnished Topsoil 4-Inch Depth	SY	15	\$ 7.00	\$ 105.00	\$ 26.20	\$ 393.00	\$ 98.50	\$ 1,477.50	\$ 105.00	\$ 1,575.00
7002	Turfgrass Establishment	SY	15	\$ 7.00	\$ 105.00	\$ 16.20	\$ 243.00	\$ 22.50	\$ 337.50	\$ 105.00	\$ 1,575.00
7003	Remove Existing Street Side Tree	EA	1	\$ 800.00	\$ 800.00	\$ 227.00	\$ 227.00	\$ 525.00	\$ 525.00	\$ 400.00	\$ 400.00
8001	Relocate Existing Water Meter	EA	1	\$ 150.00	\$ 150.00	\$ 709.00	\$ 709.00	\$ 3,624.00	\$ 3,624.00	\$ 3,500.00	\$ 3,500.00
8002	Square Perforated Tubular Steel Sign Posts	EA	3	\$ 200.00	\$ 600.00	\$ 174.00	\$ 522.00	\$ 157.00	\$ 471.00	\$ 150.00	\$ 450.00
8003	Sheet Aluminum Signs	SF	10.5	\$ 40.00	\$ 420.00	\$ 30.00	\$ 315.00	\$ 29.00	\$ 304.50	\$ 125.00	\$ 1,312.50
TOTAL BASE BID				\$ 45,578.50		\$ 37,339.40		\$ 54,267.00		\$ 72,952.50	

TOTAL BASE BID
TOTAL ALL WORK

BID SUMMARY			
ENGINEER'S ESTIMATE	Harbel, Inc.	Excavating Associates, Inc.	Dotson's Contracting
\$ 45,578.50	\$ 37,339.40	\$ 54,267.00	\$ 72,952.50
\$ 45,578.50	\$ 37,339.40	\$ 54,267.00	\$ 72,952.50

NOTE: Dotson's Contracting's bid for Item #6004 was a unit cost of \$75.00 and a total item cost of \$1,280.00; however when the unit price of \$75.00 is multiplied by the quantity of 20, the correct total cost is **\$1,500.00**. The corrected cost for the item is shown in this tabulation. This correction changes the total estimated bid from \$72,732.50 to **\$72,952.50**.

I HEREBY CERTIFY THE ABOVE IS A TRUE AND CORRECT SUMMARY OF THE PROPOSALS RECEIVED:


 Julie Thornton
 Engineering Technician

File Attachments for Item:

. Order 26,659 - authorizing execution of a Concession License Agreement with Joyce Wormack for the operation of the concession area on the second floor of the Casino Building at the Constitution Park Pool from June 1, 2020, through September 30, 2020, for a license fee of \$900

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

ORDER NO. 26,659

DATE: July 07, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Concession License agreement with Joyce Wormack for the operation of the concession area on the second floor of the Casino Building at Constitution Park Pool from June 1, 2020, through September 30, 2020, with a license fee of Nine Hundred Dollars (\$900.00).

Raymond M. Morriss, Mayor

CONCESSION LICENSE AGREEMENT

THIS CONCESSION LICENSE AGREEMENT (“Agreement”), made this ____ day of _____, 2020 by and between the **Mayor and City Council of Cumberland** (the “City”), a municipal corporation of the State of Maryland, and **Joyce Wormack** (“Licensee”), of Allegany County Maryland.

WITNESSETH:

1. Grant of License. That for and in consideration for the Licensee’s payment of the hereinafter-described license fee, the City does hereby grant unto Licensee, the right and privilege to exclusively operate the Concession Area (the “Concession”) on the second floor of the Casino Building in Constitution Park (the “Park”) in the City of Cumberland, Maryland, and she shall have the privilege of selling in said Concession all articles of merchandise commonly sold at concession stands in public parks as well as the privilege to operate at that location such pinball machines, arcade-style games and similar devices authorized by the laws of the State of Maryland and the Code of the City of Cumberland as are approved by the Director (the “Director”) of the City’s Department of Parks and Recreation (the “Department”). Notwithstanding anything to the contrary herein, Licensee shall not be permitted to sell or offer for consumption beers, wines or alcoholic beverages of any kind in the Park.

The City hereby agrees to permit Licensee to operate the Concession as concession stand. Although the City plans to install a reach-in freezer, reach-in refrigerator and ice cube machine in the Concession and purchase a prep table and tables and chairs for use in the Concession, Licensee shall be solely responsible for providing all furnishings, trade fixtures and equipment she needs in order to operate the Concession and the City shall have no obligations in regard to the same. At the end of the term of this Agreement, Licensee

shall have a right to remove such furnishings, trade fixtures and equipment as she may purchase and install in said Concession, except those which are so fixed as to be permanent additions to the building. Any damages caused to the Concession as a result of Licensee's removal of her furniture, trade fixtures and equipment shall be repaired by Licensee at her expense, said repairs to be effected in a good and workmanlike manner, restoring the Concession as good or a better condition than it was in as of the effective date of this Agreement.

During the term of this Agreement, Licensee shall be responsible for repairing and maintaining the equipment and appliances installed by the City at the Concession and keeping it in good and properly working order. Licensee shall be responsible for returning it to the City in good and properly working order upon the termination of this Agreement or upon the expiration of its term.

2. Cleanliness. Licensee shall be responsible for keeping the Concession in a clean and sanitary condition throughout the term of this Agreement. At the conclusion thereof, Licensee shall surrender possession of the premises to the City in a "broom-clean" condition. Throughout the term of this Agreement, Licensee shall keep the area surrounding the Concession free of trash and debris.

3. License Fee. Due to the shortened operating season as a result of COVID-19 restrictions, in exchange for the license herein granted, Licensee shall pay the City a license fee in the amount of Nine Hundred Dollars (\$900.00), payable in consecutive monthly installments, each in the amount of \$300.00. The first such installment shall be due, payable and paid on July 15, 2020 and each subsequent installment shall be paid no later than the fifteenth (15th) day of the month. Said payments shall be made at the City's

Finance Department in City Hall, 57 N. Liberty Street, Cumberland, MD 21502. The license fee and the monthly installments thereof shall not be abated for any reason.

4. **Exclusivity.** Although Licensee shall have the exclusive right to operate the Concession, nothing herein contained shall prevent other concessionaires from selling concessions elsewhere in the Park. Further, this Agreement shall not be interpreted to confer any rights upon Licensee other than those expressly granted herein.

5. **Laws and Regulations.** The rights herein granted shall be subject to the City's ordinances, its Code and Charter, the rules and regulations of its Department of Parks and Recreation (the "Department") and other laws and regulations as may be applicable, and the business to be conducted under the terms of this Agreement shall at all times be conducted in conformity with the foregoing.

The Department shall have the right to regulate advertising materials used in or upon any of the buildings in the Park or distributed therein. Further, no signage shall be permitted at the Concession other than that which is approved by the Director, said approval not to be unreasonably withheld.

No items vended by Licensee shall be sold in excess of standard market prices. Licensee shall close the Concession and cease to operate the same as the said Park shall officially be closed unless the Director grants Licensee permission in writing to operate at such times when the Park is officially closed.

6. **Term of Agreement.** It is specifically understood that the rights granted herein are granted as to the period of time commencing June 1, 2019 and concluding September 30, 2020. Notwithstanding the foregoing, Licensee shall not be permitted to conduct business at the Concession until such time as the Allegany County Health

Department issues a permit for the conduct of those operations. The Concession shall be well stocked and kept open for business starting June 1, 2020 and continuing through the end of the term of this Agreement.

7. **No Alternations.** Licensee shall not make any alterations, modifications or improvements at or in the Concession or the Casino Building without the written permission of the Director, said permission to be granted or withheld for any reason or no reason at all.

8. **Limitations on License.** Licensee shall not engage in any commercial activities at the Park (like selling concessions at other locations or showing movies) other than those expressly authorized by the terms of this Agreement unless the Director grants Licensee written permission to do so. This prohibition extends to activities like operating concessions at locations other than the Concession and showing movies.

9. **Relationship between the Parties.** The relationship between the City and Licensee is that of an independent contractor and a contracting entity. Nothing herein contained shall be construed to give Licensee any interest as an employee, joint venturer or partner of or with the City. During the term of this Agreement, Licensee shall conduct her business operations at the Concession as an independent contractor and she shall have control of and shall be exclusively responsible for said operations.

10. **Indemnification.** Licensee will defend, indemnify and hold the City harmless from and against any and all claims, actions, damages, liabilities and expenses (including, but not limited to, reasonable attorneys' fees) in connection with the loss of life, bodily injury, or damage to property or business arising from, related to, or in connection with the conduct of the business operations which are the subject of this Agreement

occasioned wholly or in part by any act or omission of Licensee, her agents, employees, representatives, sublicensees, contractors, or subcontractors, or any agents or employees of the foregoing. Licensee's indemnification obligations as set forth in this section include, but are not limited to, the obligation to indemnify the City for its attorneys' fees, court costs and any litigation expenses it may incur. The provisions of this section shall survive the termination or earlier expiration of this Agreement.

11. Insurance. Throughout the term of this Agreement, Licensee shall, at its expense, maintain (i) comprehensive general public liability insurance covering personal injury and property damage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, and (ii) workers' compensation insurance in no less than the statutorily required minimum amounts. Licensee shall furnish the City with copies of the policies and certificates of insurance prior to or contemporaneously with the execution of this Agreement. Thereafter, Licensee shall deliver certificates of renewal for each insurance policy not less than thirty (30) days in advance of the expiration date of the policy; bearing verification from the agent of the company issuing the certificate that the premiums therefore have been paid in full. Each policy shall provide that it shall not be subject to cancellation, material change, or non-renewal without thirty (30) days prior written notice to the City. Each policy shall name "Mayor and City Council of Cumberland" as an additional insured.

12. Miscellaneous.

12.1 Remedies for Breach of Agreement. Notwithstanding any provisions in this Agreement to the contrary, the parties hereto reserve the right to seek any remedies available in equity or law upon a breach of the terms of this Agreement. In the

event of a breach of the terms of this Agreement, the breaching party shall pay the reasonable attorney's fees, court costs and other expenses incurred by the non-breaching party as a result of the breach.

12.2 Severability. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application of such provision to other parties or circumstances will not be affected thereby, and to this end, the provisions of this Agreement are declared severable.

12.3 Captions. The captions and titles to the paragraphs, sections and subsections of this Agreement are for convenience purposes only and are not in aid of the interpretation of this Agreement, and to this end, shall not limit, restrict or expand the provisions hereof.

12.4 Time is of the Essence. Time is of the essence in with respect to the provisions of this Agreement.

12.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, personal representatives, successors and assigns.

12.6 Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Maryland. It shall be enforceable with an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and the parties hereto agree to be subject to the jurisdiction of such Courts and further waive any claim that any action or proceeding arising out of or relating to this Agreement and commenced in such courts in commenced

in an inconvenient forum or one that lacks proper venue. This provision shall be construed to proscribe any action or remedy being brought or asserted by either party in any other forum located in any other jurisdiction unless the Circuit Court of Allegany County, Maryland or the District Court of Maryland for Allegany County determine that the action must be transferred to another jurisdiction.

12.7 Waiver. Neither the City's nor Licensee's waiver of the breach of any covenant, term or condition of this Agreement will be construed as a waiver of the breach of any other covenants, terms or conditions or as a waiver of a subsequent breach of the same covenant, term or condition.

12.8 Definitions. Whenever used in this Agreement, the singular shall include the plural; any gender shall include the other gender, and vice-versa.

12.9 Entire Agreement. This Agreement contains the final and entire agreement between the parties hereto with reference to the provisions hereof, and neither they nor their agents shall be bound by any terms, conditions or representations not contained herein.

12.10 Jury Trial. The parties waive their right to a jury trial in a proceeding brought by any party based upon or arising out of or as an incident to this Agreement.

12.11 Public Health Contingencies. The terms and conditions of this Agreement are subject to all orders, ordinances, law, statutes, rules and regulations of local, state, and federal governments, including, but not limited to, those pertaining to the COVID-19 pandemic and/or other public health issues and including those which are presently existing and such measures passed or issues in the future.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the
day and year first above written.

WITNESS/ATTEST:

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

Marjorie A. Woodring,
City Clerk

By: _____
Raymond M. Morriss, Mayor

Joyce Wormack

File Attachments for Item:

. Order 26,660 - authorizing execution of an Employment Agreement with John Charles Ternent for the position of Police Chief for a three (3) year term to be effective retroactive to April 7, 2020, and extending through January 1, 2023, with provisions for automatic renewals

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

ORDER NO. 26,660

DATE: July 07, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and John Charles Ternent for the position of Chief of the Cumberland City Police Department; and

BE IT FURTHER ORDERED, that the term of this agreement shall be retroactive to commence April 7, 2020 and extend until January 1, 2023, and shall renew automatically for a three (3) year renewal term upon the same terms and conditions, and shall automatically renew year to year for successive one (1) year terms after that.

Raymond M. Morriss, Mayor

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT ("Agreement"), made this ____ day of July, 2020, by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND, MARYLAND** (the "City"), a municipal corporation duly formed and existing under the laws of the State of Maryland, and **JOHN CHARLES TERNENT** ("Ternent").

RECITALS:

WHEREAS, Section 37 of the Charter of the City of Cumberland (the "City Charter") provides that the Chief of the Cumberland City Police Department is an executive employee, that the terms of executive employees' employment may be set forth in contracts, and that executive employees are not considered to be civil service employees

WHEREAS, the City desires to employ Ternent as the Chief of the Cumberland City Police Department (the "Chief");

WHEREAS, the City has determined that it is in the best interests and welfare of the City of Cumberland to employ Ternent as the Chief; and

WHEREAS, it is the desire of Ternent to accept such employment subject to the terms and conditions of this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and for such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is mutually agreed as follows:

1. Recitals. The Recitals set forth above are not merely prefatory. They are incorporated by reference herein and form a part of this Agreement as though they were fully set forth again herein.

2. Appointment. The City hereby employs Ternent for the position of Chief, and Ternent hereby accepts the said employment, which said employment shall be subject to the terms and conditions of this Agreement. Said employment shall retroactive to commence April 7, 2020, and extend until January 1, 2023 unless otherwise earlier terminated in accordance with the provisions of Section 11 of this Agreement. Upon the expiration of the initial term of this Agreement, it shall automatically renew for a three (3) year renewal term upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least one hundred and eighty (180) days prior to the expiration of the initial or any renewal term of their decision not to renew it. Upon the expiration of the first renewal term of this Agreement, it shall automatically renew from year to year for successive one (1) year renewal terms upon the same terms and conditions as set forth herein unless either party provides written notice to the other at least one hundred and

eighty (180) days prior to the expiration of the initial or any renewal term of their decision not to renew this Agreement.

3. Duties of Ternent. Ternent shall perform those duties set forth in §42(b)) & 65 of the City Charter, and further shall perform any and all such other duties as may be prescribed by the City. Said duties shall include, but not be limited to:

A. Conducting and managing the day to day operations of the City of Cumberland Police Department (the "Police Department");

B. Administering and enforcing the rules, regulations and special emergency directives regarding the disposition and discipline of the police force, its officers, and personnel;

C. Having, exercising, and discharging the functions, powers and duties of the police force;

D. Delegating such of his authority as he may deem necessary for the efficient operation of the force to be exercised under his direction and supervision;

E. Prescribing the duties and assignments of all subordinates and other personnel;

F. Attending the regular and special meetings of the City's Mayor and City Council unless excused from attending by the City Administrator

G. Complying with the City Charter, City Code, City ordinances, orders and resolutions, and the policies and directives of the City; and

H. Discharging the functions and duties of his position honestly, faithfully and loyally, acting at all times in the best interest of the City.

In the discharge of his duties, Ternent shall be governed by the City Charter, the Cumberland City Code (the "City Code"), and other ordinances, resolutions and orders of the City, the rules and regulations for the governance of the Police Department, and applicable state and federal law, such as is now in effect or as may be enacted, amended or modified subsequent to the date of the execution of this Agreement. Furthermore, Ternent shall render services pursuant to the terms of this Agreement in such executive, supervisory and general administrative capacities as the City shall from time to time determine.

It is understood and agreed that Ternent shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein. It is further understood and agreed that he shall regularly be required to work more than forty (40) hour work weeks in the fulfillment of said duties. In furtherance of the fulfillment of the said duties, Ternent shall be prohibited from accepting any work other than his employment as Chief, whether as an employee or on an independent contractual basis, temporary or permanent, part-time or full-time,

during the term and any renewal terms of this Agreement except as may be permitted by the City, subject to the limitation that said outside employment shall not interfere with Ternent's fulfillment of his obligations under the terms of this Agreement.

4. **Duties of the City.** The City hereby agrees that, to the greatest extent possible and subject to applicable law, it shall provide full cooperation, support and direction to Ternent so as assist him with respect to the implementation and continuation of his duties as Chief.

5. **Salary.** The City hereby agrees that Ternent shall receive salary in the amount of Ninety-Five Thousand Dollars (\$95,000.00) per annum, payable on regular City paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time to time. Said salary shall increase annually by the cost of living adjustment provided by the City to all other employees commencing on July 1, 2020 and each July 1 thereafter.

6. **Office Support.** The City shall provide an office, supplies and equipment therefore, as the same are necessary for the professional and effective performance of Ternent's duties as Chief.

7. **Benefits.** Ternent shall be entitled to the following benefits:

A. All holidays normally observed by the City.

B. Additionally, commencing with the fiscal year beginning July 1, 2021, Ternent shall have five (5) weeks paid vacation each fiscal year, said vacation to be earned consistent with the City's policy. Said vacation shall be non-cumulative and shall not carry over from year to year.

Upon the termination or expiration of this Agreement, Ternent shall be entitled to compensation for any vacation leave he has accrued but not used if the termination or expiration is other than for "cause" and it is because Ternent elected to retire.

Ternent shall be entitled to sell back up to ten (10) days' vacation leave annually no later than June 30 each year.

C. Ternent shall accrue sick leave in the same manner as other non-union City employees. Sick leave shall be cumulative without limit as to carry-over from year to year. He shall be entitled to sell back up to sixty (60) hours sick leave annually. He shall not receive any compensation for sick leave he has accrued but not used effective the date of the termination or expiration of this Agreement.

D. Ternent shall be entitled to the health insurance benefits set forth in the Handbook for Full-Times Non-Union Employees subject to the terms set forth therein. In the event he does not wish to be insured through the City, he shall be entitled to the benefits of the Insurance Opt-Out Program described in the aforesaid Handbook.

E. Ternent has a deferred compensation plan through his employment with the City. The City will contribute \$12,000 to that plan annually, said contributions to be made in equal installments during the course of the fiscal year. He also participates in the LEOPS pension system.

F. Unless set forth otherwise above, Ternent shall be entitled to the same benefits as the City's full-time non-union employees.

8. Death And Disability.

8.1. Death. If Ternent dies prior to expiration of the term or any renewal term of this Agreement, all obligations of the City to Ternent will cease as of the date of Ternent's death.

8.2. Disability. If Ternent is unable to perform substantially all of his duties under this Agreement because of illness, accident or other disability other than a disability incurred as a result of an injury arising out of and during the course of his employment with the City (collectively referred to as "Disability"), and the Disability continues for more than three consecutive months or an aggregate of more than four (4) months during any six (6) month period, then the City may terminate this Agreement. If Ternent or the City asserts at any time that Ternent is suffering a Disability, the City may cause Ternent to be examined by a doctor or doctors selected by the City, and Ternent will submit to all required examinations and will cooperate fully with such doctor or doctors and, if requested to do so, will make available to them his medical records. Ternent's own doctor may be present.

In the event Ternent becomes disabled as a result an injury arising out of or during the course of his employment with the City, his employment under the terms of this Agreement shall continue for no more than two (2) years subject to the City's policy relative to workers' compensation disabilities.

9. Take Home Vehicle. The City shall provide Ternent with a take home vehicle, subject to the terms and conditions of the City of Cumberland Police Department Take Home Vehicle Program approved by the City under the terms of Order No. 23,935 dated October 21, 2003, subject to amendments and modifications thereto as may be effected by the City from time to time subsequent to the date of the execution of this Agreement.

10. Professional Associations, Memberships and Training. The City encourages participation in and agrees to appropriate and expend funds for Ternent to maintain his membership in appropriate state and national law enforcement organizations. The City further agrees to make reasonable efforts to appropriate and expend funds for Ternent to attend training and/or conferences as agreed upon in accordance with applicable City travel policies.

11. Termination. This Agreement may be terminated upon any of the following terms and conditions:

11.1. Termination Upon Mutual Consent. Upon mutual consent, upon such terms and conditions as agreed in writing by the parties hereto, this Agreement may be terminated. Such a termination shall not be considered to be a termination for cause.

11.2. Termination for Cause. In the event that City wishes to terminate Ternent's employment under the terms of this Agreement, it is agreed and acknowledged that any such termination will be based upon "cause" and that said "cause" shall be defined as:

(i) a substantial breach by Ternent of his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, the City Code, as now in force or as may be hereafter amended;

(ii) Ternent's conviction of a felony;

(iii) Ternent's conviction for any crime punishable as a felony or involving moral turpitude;

(iv) Ternent's use of alcohol or a controlled substance which impairs his ability to effectively perform his duties and obligations under this Agreement; or

(v) any action by Ternent which is likely, in City's opinion, to damage the City's image in the eyes of its citizens and any such action has not been removed or corrected, provided it is capable of being removed or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Ternent.

It is specifically agreed that upon termination for "cause", Ternent shall be entitled to receive his salary and benefits to the date of said termination but no longer. He shall not be compensated for any accrued but unused vacation or sick leave.

12. Professional Liability. The City agrees to defend, hold harmless and indemnify Ternent for any and all claims brought against Ternent arising out of his actions within the scope of the employment relationship with the City, subject to the exceptions and limitations set forth in the Local Government Tort Claims Act (Md. Cts. & Jud Proc. Code Ann. §§ 5-301, *et seq.*, as may be amended from time to time) and applicable law. The City agrees to carry appropriate insurance therefore through the City's insurance program.

13. Use And Return of City Property. Ternent recognizes and agrees that personal property is provided by the City to Ternent, which personal property shall be and remain the property of the City. Further, Ternent will preserve, use and hold City property for the benefit of the City for the purpose of carrying out the City's business. Be it further recognized that reasonable personal use of said property will be considered reasonable and customary for this professional position. When Ternent's employment terminates, Ternent will immediately deliver to the City all City property that Ternent has in his possession or control.

14. Relationship of The Parties. The relationship between the parties hereto is that of Employer and Employee. Ternent shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in writing by the City.

15. Attorneys Fees. In the event suit or action is instituted to interpret or enforce the terms of this Agreement or as a result of a breach of its terms, the prevailing party shall be entitled to recover from the other party such sums as the court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action as well as his court costs and reasonable litigation expense.

16. Modification or Amendments. No amendment, change or modification of this Agreement shall be valid unless amendment, change or modification is in writing and signed by both of the parties hereto.

17. Entire Agreement. This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations of previous agreements between the parties with respect to all or any part of the subject matter.

18. Waiver. Failure of either party at any time to require performance of any of the provisions of this Agreement shall not limit the parties' right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision itself or of any other provision.

19. Severability. That each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, then the parties hereto agree to attempt to renegotiate said term so as to effect the intent of the parties under terms that are constitution, legal and enforceable.

20. Binding Effect. This Agreement shall be binding upon the parties hereto, their respective heirs, personal representatives, administrators, executors, successors, assigns, and transferees in interest.

21. Assignability. This Agreement may not be assigned without the written consent of the parties hereto.

22. Captions. The marginal captions of this Agreement are for convenience and in no way define or limit the intents, rights or obligations of the parties hereunder.

23. Governing Law. This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland

or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commence in an inconvenient forum or one that lacks proper venue.

24. Gender/Tense/Conjugation. The use of any gender, tense, or conjugation herein shall be applicable to all genders, tenses and conjugations. The use of the singular shall include the plural and the plural shall include the singular.

25. Jury Trial Waiver. THE PARTIES HERETO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH ANY OF THEM MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS AGREEMENT. IT IS AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date first above written.

WITNESS/ATTEST:

_____(SEAL)
J. Charles Ternent

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Marjorie A. Woodring, City Clerk

By: _____(SEAL)
Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,661 - accepting the proposal from PMA Companies to provide Workers Compensation Insurance for the period July 1, 2020, through July 1, 2021, in the estimated amount of \$1,085,492 (Premium \$272,812 / Cash Collateral Fund \$790,000 / Claims Service Fund \$22,680) and authorizing execution of documents to effect the coverage

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,661

DATE: July 7, 2020

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

THAT the proposal of PMA Companies to provide Workers Compensation Insurance for the period July 1, 2020 through July 1, 2021, be and is hereby accepted in the estimated amount of One Million, Eighty-Five Thousand, Four Hundred Ninety-Two Dollars (\$1,085,492.00) based on the following:

Premium	\$ 272,812
Cash Collateral Fund	\$ 790,000
Claims Service Fund	<u>\$ 22,680</u>
Total	\$ 1,085,492

BE IT FURTHER ORDERED, that the City Administrator be and is hereby authorized to execute a Prefunded Deductible Reimbursement and Security Agreement by and between PMA Companies and the City to effect this coverage.

Raymond M. Morriss, Mayor

WORKERS' COMPENSATION

Coverage and Limits

Workers' Compensation	Part I:	Statutory State Requirements
Employers' Liability	Part II:	Bodily Injury by Accident: \$1,000,000 Each Accident Bodily Injury by Disease: \$1,000,000 Each Employee Bodily Injury by Disease: \$1,000,000 Policy Limit
States Covered:		MD, PA,
Estimated Payroll:		\$11,900,048
Included Risk Control Hours:		100

Experience Modifications:	NCCI: 2.32	PA: .828
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	Pre-Funded Deductible
Commission:	Net
Estimated Standard Premium:	\$ 1,019,012
Estimated Premium Discount:	-\$ 110,053
Estimated Deductible Credit	-\$ 638,828
Estimated Total Deductible Premium	\$ 270,131
Terrorism:	\$ 1,513
Catastrophe	\$ 694
Expense Constant:	\$ 180
Total Estimated Deposit Premium:	\$ 272,518
State Assessments and Surcharges:	\$ 294
Total Including Surcharges	\$ 272,812

SCHEDULE OF CASH PAYMENTS: PREFUNDED DEDUCTIBLE (Direct Bill 10 Equal)

	Premium	Cash Collateral Fund	Claims Services Fund	Total
1st Installment	\$ 27,251.80	\$ 79,000	\$22,680	\$ 128,931.80
PA Assessment	\$ 294			\$ 294
Total 1 st Installment	\$ 27,545.80	\$ 79,000	\$22,680	\$ 129,225.80
Nine Remaining Monthly Installments	\$ 27,251.80 (Each Installment)	\$ 79,000 (Each Installment)	\$ 0	\$ 106,251.80 (Total 9 Installments)
Total Annual Deposits	\$ 272,812	\$ 790,000	\$22,680	\$ 1,085,492

*Estimated state assessments/surcharges are payable in addition to premium and are subject to change and/or adjustment.

Forms and endorsements per expiring with any updated editions and mandatory state forms.

The following endorsements are not applicable to workers' compensation:

- Knowledge of Occurrence
- Broad Form All States
- Notice of Occurrence
- Unintentional E&O
- Broad Form Named Insured

WORKERS' COMPENSATION – PRE-FUNDED LARGE DEDUCTIBLE PROGRAM

In a Pre-funded Large Deductible Program the insured assumes a portion of its own risk in the form of a per occurrence deductible. Insureds are protected from catastrophic losses by a policy aggregate loss limitation. The insurance carrier issues a workers' compensation policy and provides full claims, legal, and loss prevention services, while also providing statutory (or policy limits) coverage in excess of the insured's deductible and aggregate under the Large Deductible Program.

Claim payments are made by the insurance carrier and are reimbursed by the insured--this is a statutory requirement in all states. Rather than provide a Letter of Credit, or another type of secured collateral, the insured provides cash to establish a Cash Collateral Fund for the expected claim payments. Reimbursements to PMA are paid by the Cash Collateral Fund. Investment income on the Cash Collateral Fund is given as an up-front reduction of deductible premium.

Program Factors

- The **deductible limit** is **\$350,000** per each occurrence and inclusive of Allocated Loss Adjustment Expense (ALAE). (See Section 6 for additional information.)
- **Estimated payroll** at inception of the policy is **\$11,900,048**.
- The **deductible premium, \$270,131** is calculated based on a rate to payroll of **2.270** per \$100 of payroll. The deductible premium set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.
- The **aggregate limit, \$1,800,000**, is calculated based on a rate to payroll of **15.126** per \$100 of payroll. The aggregate limit set forth in the table above is the minimum and will be adjusted upward if audited payroll exceeds the estimated payroll.

Medical Cost Containment Expense

There is a **20%** charge applied to any savings which we obtain resulting from medical bill repricing and bill audit activity. See Additional Information section of this proposal for full details

Deductible Reimbursement and Security Agreement and Calculations

A Deductible Reimbursement and Security Agreement will be executed by PMA and Mayor And City Council Of Cumberland, Maryland that will specify the terms and conditions of the Deductible Program. It will set forth the terms and conditions of the Cash Collateral Fund and other security requirements. The insured must sign and return the Deductible Reimbursement and Security Agreement no later than **forty-five (45)** days following policy inception.

Security

Cash Collateral Fund: PMA shall establish an initial Cash Collateral Fund of **\$790,000** payable in ten monthly installments. Paid Losses, ALAE, and Loss Based Assessments (LBA) up to your deductible limit and aggregate will be deducted from this fund monthly to satisfy your obligations. After **twenty four (24)** months, and annually thereafter, the Cash Collateral Fund will be adjusted by PMA based on the following formula:

Cash Collateral Fund

$(\text{Incurred Losses} + \text{Allocated Loss Adjustment Expense} + \text{Loss Based Assessments}) \times \text{the Loss Development Factor}$

Loss Development Factors (LDF)

The following schedule of LDFs will be applied to the calculation of the required Cash Collateral Fund. Incurred and paid losses will be limited to the insured's deductible and aggregate limits in the calculation of the Cash Collateral Fund.

Adjustment #	Months After Policy Inception	Loss Development Factor
1	24	1.40
2	36	1.25
3	48	1.15
4	60	1.10

Not less than **twelve (12)** months after the final adjustment, and annually thereafter, a collateral review will be completed by PMA to determine the required Cash Collateral Fund amount and the fund will be adjusted accordingly.

CLAIMS SERVICE FUND

We estimate your Claims Service Fund to be **\$22,680**. The Claims Service Fund will be adjusted once at **twenty four**) months after inception of the policy based on the actual number and type of claims reported to PMA. The fees to be used are shown:

Type of Claim	Estimated Number	Fee	Total
Record Only	27	\$ 40	\$ 1,080
Medical Only	24	\$ 150	\$ 3,600
Lost-time	16	\$ 1,125	\$ 18,000
Total			\$ 22,680

Surcharges and Assessments

Certain states impose surcharges and assessments payable in addition to premium. These surcharges and assessments are based on a number of factors, including written premium, total compensation payments, and/or paid losses. Your quote includes estimated surcharges and assessments for those states where you currently have operations. The estimated amount of surcharges and assessments will be adjusted by PMA based on the results of your audit.

If, during a policy year, you begin operations in a state that has surcharges or assessments, upon completion of the audit, we will bill you for same.

If, during a policy year, a state in which you have operations enacts a new or modified surcharge or assessment, upon completion of the audit, we will bill you for same.

If a state in which you have operations retro-actively enacts a surcharge or assessment effective for the policy period in which we provided insurance, upon completion of the audit, we will bill you for same.

A list of the current expected state surcharges and assessments, which are subject to change retroactively, will be provided to you for review upon request.

Assessments are billed through our monthly billing system (AMPS) for Large Deductible and included in the Tax Multiplier for Retro/Retention.

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Implementation Plan

With a 96% client satisfaction rate and large account retention rates averaging 90% or higher, it is about the people, and PMA is known for the positive and long-term relationships we develop. Our team is accessible, responsive, and dedicated to realizing our insureds' core objectives. We have a performance-oriented culture that highly values our mutual success.

The PMA service team consists of results-oriented professionals that are committed to developing a partnership with Cbiz Insurance Ser. and Mayor And City Council Of Cumberland, Maryland. PMA's service team is ready to execute a collaborative implementation plan to ensure a smooth and efficient transition.

Account Management Team		Telephone	Email
Producer:	Edward R. Seward	301-784-2371	Eseward@CBIZ.COM
Underwriter:	Gary E. Lowe	410-527-3223	gary_lowe@pmagroup.com
Claims Service Manager:	Jamie Windell	410-527-3265	Jamie_Windell@pmagroup.com
Risk Control Specialist:	John Murray	717-226-0385	johnpmurray@comcast.net
Information Specialist:	Kat Snowe	717-730-8095 814-414-4156	Kat_Snowe@pmagroup.com
To Report a Claim:	Fax: 1-888-329-2721 On-line: www.pmagroup.com		
General Inquiries:	1-888-4PMANOW (1-888-476-2669)		

Program bound with PMA

Action (as applicable)	Date
Provide policy numbers and confirmation of coverages	Within 5 days of effective date
Schedule date of orientation meeting	
Issue automobile identification cards	
Issue workers' compensation posting notices	
Establish first notice of loss reporting preference	
Issue welcome/claims kit	Within 10 days of effective date
Compile account contact information	
Issue policies	Within 15 days of effective date
Issue physician panels for all locations	Within 30 days of receiving binding order or effective date
Service orientation meeting – Claims and Risk Control	
Develop/review special handling guidelines	
Confirm account contact information and workflow processes—Claims	
Acknowledgement letters	
Establish threshold for automatic reserve change	
Determine loss run/reporting format	
Review panels and PMA's medical providers	
Review pharmacy benefit management program	
Assign location coding for Claims reporting	
Begin PMA Cinch® installation process	Within 30 days of effective date
Confirm Risk Control/safety contacts and information	
Agree on Claims and Risk Control annual service action plan	
Complete PMA Cinch® training	

Additional Information

As used in this confirmation, “ALLOCATED LOSS ADJUSTMENT EXPENSE” (or “ALAE”) means, but shall not be limited to, the following costs which can be directly allocated to a particular claim:

1. Fees and other related expenses of attorneys or other authorized representatives where permitted for legal services, whether by outside vendors or our employees.
2. Court, alternative dispute resolution and other specific items of expense whether incurred by an outside vendor or by one of our employees, including but not limited to:
 - Medical examination of a claimant to determine the extent of liability, degree of permanency or length of disability;
 - Expert medical or other testimony;
 - Autopsy;
 - Witnesses and summonses;
 - Copies of documents such as birth and death certificates, and medical treatment records;
 - Stenographic;
 - Laboratory and x-ray;
 - Fees or costs for surveillance or other professional investigations which are conducted as part of the handling of a claim;
 - Fees or costs for loss prevention and engineering personnel and fees or costs for rehabilitation nurses or other nurses, if the cost of such nurses is not included in losses, for services which are conducted as part of the handling of a claim;
 - Appeal bond costs and appeal filing fees.
3. Medical cost containment expenses incurred with respect to a particular claim, whether through utilization of an outside vendor or performed internally by our employees for the purpose of controlling losses, to ensure that only reasonable and necessary costs of services are paid. The expenses include but are not limited to:
 - Bill auditing expenses for any medical or vocational services rendered, including hospital bills, (in-patient or out-patient) nursing home bills, physician bills, chiropractic bills, medical equipment charges, pharmacy charges, physical therapy bills, medical or vocational rehabilitation vendor bills;
 - Hospital and other treatment utilization reviews, including pre-certification/pre-admission, and concurrent or retrospective reviews;
 - Access fees and other expenses incurred with respect to managed care organizations, such as, but not limited to, preferred provider network/organizations, medical provider networks, and health care organizations;

- Medical fee review panel expenses.
4. Expense(s) not defined as losses which are directly related to and directly allocated to the handling of a particular claim and are required to be performed by statute or regulation.

The following shall not be included as Allocated Loss Adjustment Expense:

- Salaries, overhead and traveling expenses of our employees, except for employees while doing activities previously listed as allocated expenses;
- Fees paid to independent claims professionals or attorneys (hired to perform the function of claim investigation normally performed by claim adjusters) for developing and investigating a claim so that a determination can be made of the cause, extent or responsibility, for the injury, disease, or damage, including evaluation and settlement of covered claims;
- Expenses which are defined as either an indemnity or medical loss.

MEDICAL COST CONTAINMENT EXPENSE COMPONENT OF ALLOCATED LOSS ADJUSTMENT EXPENSE

Your pricing structure consists of the following components:

1. There is a **20%** charge applied to any savings which we obtain resulting from the following medical bill repricing and bill audit activity:
 - Application of preferred provider network/organization discounts to physician bills and hospital bills;
 - Application of physical therapy specialty network, durable medical equipment specialty network and other specialty network discounts;
 - Repricing as a result of negotiation of out-of-network physician bills, pharmacy bills and hospital bills;
 - Repricing of medical bills, pharmacy bills and hospital bills by reviewing the bills and applying state rules/edits and/or proprietary rules/edits;
 - Repricing of medical bills, pharmacy bills and hospital bills by our medical review and complex bill review team;
 - Repricing of pharmacy bills as part of our pharmacy benefit management program;
 - Repricing to any applicable state mandated fee schedule;
 - Elimination of unrelated, unauthorized and/or unapproved treatment.

The term savings means the difference between the amount billed by the physician, hospital, pharmacy and other medical providers and the amount we ultimately paid. We adhere to state mandated fee schedules and/or usual and customary pricing for certain procedures, may contract with preferred provider networks/organizations which have contractual arrangements with certain providers to perform certain procedures at pre-determined rates (which may be below fee schedule), and may utilize other fee

negotiation resources that we determine are necessary and appropriate to determine the amount that should be paid on any given medical bill.

2. The percentage of savings is charged to the claim file as an Allocated Loss Adjustment Expense unless we are required by applicable state law to charge it to the claim file as a different component of the applicable rating plan.
3. Certain items are charged separately to the claim file as an Allocated Loss Adjustment Expense, including:
 - Utilization review services on a per activity basis;
 - Independent medical examinations;
 - Second opinions by a physician;
 - Chiropractic review;
 - Physician advisor/physician consultant programs; and
 - Nurse case management charges.

Policyholder Notice: Notice of Terrorism Insurance Coverage

Coverage for acts of terrorism is included in your policy. You are hereby notified that under the Terrorism Risk Insurance Act, as amended in 2015, the definition of act of terrorism has changed. As defined in Section 102(1) of the Act: The term “act of terrorism” means any act that is certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. Under your coverage, any losses resulting from certified acts of terrorism may be partially reimbursed by the United States Government under a formula established by the Terrorism Risk Insurance Act, as amended. However, your policy may contain other exclusions which might affect your coverage, such as an exclusion for nuclear events. Under the formula, the United States Government generally reimburses 85% through 2015; 84 % beginning on January 1, 2016; 83 % beginning on January 1, 2017; 82 % beginning on January 1, 2018; 81 % beginning on January 1, 2019 and 80 % beginning on January 1, 2020 of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage. The Terrorism Risk Insurance Act, as amended, contains a \$100 billion cap that limits U.S. Government reimbursement as well as insurers’ liability for losses resulting from certified acts of terrorism when the amount of such losses exceeds \$100 billion in any one calendar year. If the aggregate insured losses for all insurers exceed \$100 billion, your coverage may be reduced.

The portion of your annual premium that is attributable to coverage for acts of terrorism that is: shown in the premium summary does not include any charges for the portion of losses covered by the United States government under the Act.

Other Disclosures

This insurance confirmation by PMA is intended for explanatory and reference purposes only in order to identify potential coverages, forms, limits of insurance and premium offered solely to you by PMA. Any potential insurance coverages or limits of insurance requested in an application or coverage specifications that have not been identified in this insurance confirmation are not offered to you by PMA. No liability will be imposed upon PMA for its declination to offer such insurance coverages or limits of insurance to you. Neither PMA, nor any of its insurers, agents, employees or successors, shall be liable to you or other third parties for any direct, indirect, incidental, special or consequential damages that arise out of the use of this insurance confirmation.

This confirmation does not represent the terms of any contract of insurance that may ultimately be issued.

Every effort has been made by PMA to provide correct, current, and accurate information regarding this confirmation. The calculation of premiums, and other program features, included in this document have been established based upon the information provided by you and your representatives.

It is PMA's intention to honor any agreement that may be reached with you. PMA is required to follow all regulatory and filing requirements in effect in the states where you have exposure. PMA shall adhere to all state laws and regulatory requirements and shall not issue any form that contravenes a governing law, rule or regulation.

Nothing in this confirmation is intended to be, nor should it be relied upon as, tax or legal advice. You are advised to consult with your tax advisor and/or attorney regarding the consequences to you of the insurance programs outlined in this confirmation.

IRS Circular 230 Disclosure. To ensure compliance with any requirements imposed by the IRS, we inform you that federal tax advice (if any) contained in this confirmation is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code, or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

As a PMA insured, PMA may use your name and logo in PMA's marketing materials and may identify you as an entity to which PMA provides insurance services or products.

This confirmation is intended for you only and should not be disseminated, copied, or sent to a third party without the prior express written approval of PMA.

Bound Renewal Policy

Workers' Compensation:

Policy #: 202075 5376801
Writing Company: Pennsylvania Manufacturers' Association Insurance Company (PMA)
Effective: July 1, 2020 to July 1, 2021

File Attachments for Item:

. Order 26,662 - authorizing payment to CBIZ Insurance Services, Inc. for FY21 Risk Management Services for the period July 1, 2020, through June 30, 2021, in the amount not to exceed \$32,500

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,662

DATE: July 7, 2020

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

THAT payment to CBIZ Insurance Services, Inc., 44 Baltimore Street, Cumberland, MD 21502, for FY21 Risk Management Services for the period of July 1, 2020 through June 30, 2021, be and is hereby approved in the amount not to exceed Thirty-Two Thousand, Five Hundred Dollars (\$32,500.00).

Raymond M. Morriss, Mayor

CBIZ Insurance Services, Inc.
44 Baltimore Street * - * Cumberland, MD 21502

-----INVOICE-----

Mayor & City Council Of Cumberland
57 N Liberty Street; P.O. Box 1702
City Hall
Cumberland, MD 21502

Invoice Date 06/25/20
Invoice No. 496254
Bill-To Code MAYOCIT
Client Code MAYOCIT
Inv Order No. 100*592239

Named Insured: Mayor & City Council Of Cumberland, MD

Amount Remitted: \$

Please return this portion with your payment.

Make checks payable to: CBIZ Insurance Services, Inc.

Effective Date	Policy Period	Coverage Description	Transaction Amount
07/01/20	07/01/20 to 07/01/21	CBIZ Insurance Services, Inc. Policy No. JULY20TOJULY21 *Renewal - Risk Management Fee	32,500.00
		Invoice Number: 496254 Amount Due:	32,500.00

***Premiums Due and Payable on Effective Date**

File Attachments for Item:

. Order 26,663 - authorizing execution of a Memorandum of Agreement with the MD Department of Housing and Community Development for the administration of the federally funded Section 8 Housing Choice Voucher Program for the term retroactive to July 1, 2020, and through June 30, 2023

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,663

DATE: July 7, 2020

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

THAT, the Mayor be and is hereby authorized to execute a Memorandum of Understanding by and between the MD Department of Housing and Community Development and the Mayor and City Council of Cumberland for the administration of the federally funded Section 8 Housing Choice Voucher Program in the City of Cumberland for the term retroactive to July 1, 2020 and through June 30, 2023.

Raymond M. Morriss, Mayor

**MEMORANDUM OF UNDERSTANDING
FOR ADMINISTRATION OF
FEDERALLY FUNDED SECTION 8 HOUSING CHOICE VOUCHER PROGRAM
IN THE CITY OF CUMBERLAND**

THIS MEMORANDUM OF UNDERSTANDING (“Agreement”) is made this ____ day of _____, 2020 by and between the **Department of Housing and Community Development**, 7800 Harkins Road, Lanham, Maryland 20706 (“DHCD”), a principal department of the State of Maryland (the “State”) and the **Mayor and City Council of Cumberland**, Maryland, P.O. Box 1702, 57 North Liberty Street, Cumberland, Maryland 21501.

WHEREAS, DHCD has entered into a Consolidated Annual Contributions Contract, as amended and revised from time to time (the “ACC”) with the U.S. Department of Housing and Urban Development (“HUD”) to receive federal housing subsidy funds under the Section 8 Housing Choice Voucher Program (the “Program”) and has authority to serve as a Public Housing Agency (“PHA”) in utilizing these funds throughout the State; and

WHEREAS, DHCD desires to use a portion of these funds to administer the Program in the Local Jurisdiction; and

WHEREAS, DHCD is willing to allocate a portion of its Annual Budget Authority to the Local Jurisdiction to administer the Program in the Local Jurisdiction; and

WHEREAS, HUD determines annually the amount of funding that DHCD receives and, by extension, the amount provided to the Local Jurisdiction; and

WHEREAS, HUD assigns a baseline number of vouchers to DHCD each year to be used throughout the State, DHCD will assign a portion of these vouchers to the Local Jurisdiction to serve its low-income families;

NOW WHEREFORE, DHCD and the Local Jurisdiction in consideration of their respective obligations hereinafter set forth enter into the following Agreement:

1. **Term of Agreement.** This Agreement shall begin on July 1, 2020 and shall continue until agreed upon services are completed, but in any case shall terminate no later than on June 30, 2023.

2. **Scope of Services.**

A. DHCD shall assign a baseline of **380** vouchers to the Local Jurisdiction. DHCD shall have the unilateral right to change in writing the number of vouchers at any time.

B. With the concurrence, or at the direction of DHCD, the Local Jurisdiction shall provide DHCD with all services and equipment necessary to administer the Program in the Local Jurisdiction.

C. The Local Jurisdiction shall do, perform and carry out in a manner satisfactory to DHCD all of the following:

1. Make known to the public the availability and nature of housing assistance for lower-income families. Such public notices shall meet all applicable HUD requirements.

2. Invite owners to make dwelling units available for leasing and develop working relationships with property owners, management companies and appropriate associations and groups.

3. Receive and review applications and establish and maintain a waiting list for applicants for Housing Choice Vouchers.

4. Determine applicant family eligibility for the Program, in accordance with schedules and criteria established by HUD, and select families for assistance in accordance with the approved equal opportunity housing plan. Notify families determined to be ineligible.

5. Issue Housing Choice Vouchers; provide voucher holder packets and brief families concerning their responsibilities and the responsibilities of the property owner. Provide information to voucher holders on applicable housing quality standards and inspection procedures, search for and selection of housing and basic Program regulations.

6. Review and approve Requests for Tenancy Approval for the proposed unit and establish rent reasonableness. Determine whether or not the requested lease and contract are acceptable. Inspect the unit in accordance with HUD's Housing Quality Standards. Advise owners of defects and/or deficiencies to be corrected prior to approval.

7. Determine Total Tenant Payment Amounts.

8. Determine amounts of Housing Assistance Payments on behalf of families. Determine tenant rent portions. Determine utility reimbursement payments.

9. Execute Housing Assistance Payments Contracts with owners.

10. Receive Program contributions from DHCD, properly account for such contributions, authorize and disburse payments to owners.

11. Re-examine family composition, household income, allowable deductions and exclusions, Total Tenant Payments and Housing Assistance Payments in accordance with HUD regulations.

12. Reset amount of rent payable by the family and reset the amount of housing assistance, using any utility allowances that may apply.
13. Inspect units prior to leasing and at least annually to determine if they meet Housing Quality Standards. Notify owners and families of findings.
14. Monitor evictions, in compliance with the requirements of applicable federal and state law and in accordance with HUD regulations.
15. Administer and enforce Housing Assistance Payments Contracts with owners and take appropriate actions in cases of noncompliance or default, including entering into repayment agreements, after consultation with DHCD.
16. Comply with all HUD Equal Opportunity Requirements.
17. Prepare and provide to DHCD all budgets, financial plans, financial reports, vouchers, requests for payments and other financial management documents required by HUD and DHCD in administration of the Program. Prepare and provide to DHCD other reports required by HUD.
18. Provide information for the Annual Plan.
19. Establish and maintain an automated system to enter Program data into HUD's PIH Information Center ("PIC") system. Enter Program information into the system using the schedule mandated by HUD.
20. Accept sanctions when HUD reduces fees due to failure to enter information into HUD's PIC system on schedule.
21. Maintain all records required for the administration of the Program. Assure that actual Program operating costs do not exceed HUD and DHCD approved budget allowances.
22. Maintain an active working relationship with DHCD.
23. Notify DHCD promptly of all problems regarding the Program generally and, where appropriate, of problems regarding particular owners and families.
24. Prepare and provide to DHCD any reports required to allow DHCD to exercise its responsibilities under the Program.
25. Prepare or submit data for utility allowance schedules, rental housing surveys, fair housing affirmative action plans, etc., as required by HUD regulations.

D. DHCD shall provide the Local Jurisdiction with the following services and materials in connection with the Program:

1. An approved Program application to HUD, including an Administrative Plan, a Fair Housing Affirmative Action Plan and a Schedule of Utility Allowances.
2. Sufficient quantities of printed materials, including information brochures, materials for participants and landlords, forms for reporting to DHCD, and other items.
3. Program administrative and management materials, including record keeping and reporting forms.
4. Provide review and reconciliation of financial statements and submissions.
5. Provide monitoring of the Program.
6. Provide annual Housing Quality Control Inspections.

E. DHCD shall have the unilateral right to order in writing changes in the work within the scope of this Contact.

3. **System of Administration and Administrative Forms.**

The Local Jurisdiction shall perform its obligation hereunder in accordance with the system for administration developed by DHCD, and HUD. The Local Jurisdiction agrees to utilize administrative forms prescribed by DHCD unless specific permission to modify or not utilize a particular form is granted, in writing, by DHCD.

4. **Compensation and Method of Payment.**

For each unit under a Housing Assistance Payments (HAP) Contract for which DHCD is serving as the Public Housing Agency (PHA), the Local Jurisdiction will be compensated monthly in the amount of seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. The Department may establish a rate that will consider proportionately all areas in which participants are located. For City of Cumberland, the fee rate will be calculated using the Washington County rate schedule. DHCD reserves the right to change the rate schedule associated with the local jurisdiction. This compensation shall be received for each unit under HAP Contract as of the first of the month and shall terminate upon termination of the HAP Contract for that unit.

If the Local Jurisdiction is billed for payments according to the HUD rules for portability for a unit under HAP Contract which is located in a jurisdiction in which DHCD does not serve as the PHA (DHCD positioned as initial PHA), but which unit is occupied by a tenant holding a voucher for which DHCD is the PHA, the Local Jurisdiction will be compensated the lower of ninety percent (90%) of the HUD published column B or equivalent administrative fee rate for

the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD or 100% of the receiving PHA's column B rate less any HUD prorated funding reduction applied by DHCD.

If the Local Jurisdiction is billing payments according to the HUD billing requirements implemented through the publication of the final portability rule (DHCD positioned as the receiving PHA), the Local Jurisdiction will be compensated the lower of 70% of the initial PHA's column B administrative fee rate less any HUD prorated funding reduction applied by DHCD or seventy-two and one half percent (72.5%) of the HUD published column B or equivalent administrative fee rate for the Local Jurisdiction less any HUD prorated funding reduction applied by DHCD. DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction for excess portability fees collected.

The administrative fee is an amount established and published by HUD. Future adjustments in the administrative fee earning shall be effective on the first day of the month subsequent to the date of HUD's publication of revised administrative fees.

The Local Jurisdiction shall keep and maintain, in the form and manner prescribed by DHCD, and furnish to DHCD, upon request, all records of occupancy, leases and HAP Contracts. In the event of any change in HUD's rate of compensation under the Program to be administered by the Local Jurisdiction under this Agreement, DHCD may renegotiate the amount of compensation under this section or terminate this Agreement as provided for in the Termination of Agreement for Convenience provision of this Agreement.

5. **Federal Tax Identification Number.** The Local Jurisdiction's federal tax identification number is _____.

6. **Funding, Disbursement and Accounting.**

The Local Jurisdiction agrees to place all funds received pursuant to this Agreement in separate bank accounts or within special accounts in the appropriate municipal or city/county financial system. DHCD will remit to this account monthly an amount (1) representing an advance of sum of the anticipated housing assistance payments, and (2) administrative fees due and owing for the prior month as described in this Agreement. The Local Jurisdiction shall make monthly payments to the cooperating lessors and shall account for all disbursements by submitting such documents to DHCD as may be required.

7. **Incorporation of ACC.** Each and every obligation, responsibility and covenant assumed by DHCD in the ACC with HUD is expressly incorporated herein and made a part hereof and shall be performed by the Local Jurisdiction in accordance with the terms and provisions set forth therein and within the scope of this Agreement. The ACC is kept by DHCD and the Local Jurisdiction may review the ACC at such time and place as agreed upon between the parties hereto.

8. **Insurance.** The Local Jurisdiction shall provide and maintain at its' expense during the term of this Agreement, the following insurance coverage with companies satisfactory to DHCD:

A. Comprehensive automobile liability written on automobiles owned, not owned and/or leased in an amount for combined single limit public liability coverage of not less than \$300,000 or the minimum required by law, whichever is greater;

B. Comprehensive general liability, in an amount not less than \$100,000 or the minimum required by law, whichever is greater, which includes contractual, completed operations, and personal injury coverage with the fellow employee coverage deleted;

C. Workmen's Compensation insurance broad form, with employer's liability of \$100,000 or the minimum required by law, whichever is greater, for all persons engaged in work for the Contract;

D. In form acceptable to DHCD, the Local Jurisdiction shall supply for the term of this Agreement, a fidelity bond with a single incident coverage of not less than \$175,000 or other assurance for the faithful performance of duties for any and all employees or agents of the Local Jurisdiction who handle or disburse monies pursuant to this Agreement;

Evidence of the above insurance requirements will be required at initial Agreement execution. The policies will be received and approved for acceptability by DHCD. The Local Jurisdiction further asserts that coverage will be maintained as specified as long as this Agreement is in effect and will notify DHCD of any changes in coverage or carriers.

If the Local Jurisdiction fails for any reason to provide and maintain any of the insurance policies required herein, DHCD in its sole discretion may obtain any such insurance at the expense of the Local Jurisdiction and may deduct any costs, including premiums, related thereto from any payments due to the Local Jurisdiction under this Agreement.

9. **Responsibility for Claims and Liability; Indemnification.**

A. The Local Jurisdiction shall be responsible for all damages to life and property due to its activities or those of its agents or employees, in connection with the services required under this Agreement.

B. The Local Jurisdiction hereby indemnifies and holds harmless DHCD and the State, their respective officers, agents and employees from and against all claims, suits, damages, losses, liabilities, and expenses, of every name and description, including attorney's fees, arising out of or resulting in any manner from the Local Jurisdiction's performance, or any of its agents or employees, of this Agreement, except for claims, suits, judgments, expenses, actions, damages and costs arising from acts that are solely attributable to DHCD, its officers, agents or employees.

C. The Local Jurisdiction shall immediately notify DHCD of any claim or suit made or filed against the Local Jurisdiction or its subcontractors regarding any matter resulting from or relating to the Local Jurisdiction's obligations under this Agreement, and will cooperate, assist, and consult with DHCD in the defense or investigation of any claim, suit, or action made or filed against DHCD or the State as a result of or relating to the Local Jurisdiction's performance under this Agreement.

D. DHCD and the State shall not assume any obligation to indemnify, hold harmless, or pay attorneys' fees that may arise from or in any way be associated with the performance or operation of this Agreement.

10. **Final Agreement.** This Agreement, including all exhibits and other documents incorporated by reference, constitutes the entire agreement of the parties hereto and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this agreement are superseded by this Agreement.

11. **Amendment and Modification.**

All amendments to this Agreement must first be approved in writing by DHCD, subject to any additional approvals required by State law. No amendment or modification to this Agreement shall be binding unless in writing and signed by the parties hereto.

12. **Governing Law.** This Agreement shall be governed by the law of the State of Maryland.

13. **Commercial Nondiscrimination.**

A. As a condition of entering into this Agreement, the Local Jurisdiction represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Local Jurisdiction may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, , sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test, or on the basis of disability or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Local Jurisdiction retaliate against any person for reporting instances of such discrimination. The Local Jurisdiction shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Local Jurisdiction understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. The Local Jurisdiction shall include this clause in all sub-contracts.

B. As a condition of entering into this Agreement, upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against the Local Jurisdiction under Title 19 of the State Finance and Procurement Article, as amended from time to time, the Local Jurisdiction agrees to provide to the State within sixty (60) days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Local Jurisdiction has used in the past four (4) years on any of its contracts that were undertaken within the State, including the total dollar amount paid by the Local Jurisdiction on each subcontract or supply contract. The Local Jurisdiction further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, to provide any documents relevant to any investigation that are requested by the State. The Local Jurisdiction understands and agrees that violation of this clause shall be considered a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions covered by this Agreement.

14. **Living Wage.**

A. A State contract for services valued at \$100,000 or more may be subject to Title 18, State Finance and Procurement (SFP) Article, Annotated Code of Maryland.

B. This Agreement has been deemed to be a Tier 2 Contract.

C. Contractors and Subcontractors subject to the Living Wage Law shall pay each covered employee at least \$14.24 per hour, if State contract services valued at 50% or more of the total value of the contract are performed in the Tier 1 Area. If State contract services valued at 50% or more of the total contract value are performed in the Tier 2 Area, Contractors and Subcontractors shall pay each covered employee at least \$10.70 per hour.

D. The Local Jurisdiction shall comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland, including the submission of payroll reports to the Commissioner of Labor and Industry and the posting in a prominent and easily accessible place at the work site(s) of covered employees a notice of the Living Wage Rates, employee rights under the law, and the name, address, and telephone number of the Commissioner.

E. The Local Jurisdiction shall make any subcontractor on this Agreement aware of the Living Wage law requirements.

15. **Compliance with ADA.** The Local Jurisdiction shall comply with the Americans with Disabilities Act ("ADA"), 42 USC §§ 12101 et seq. and applicable regulations. To the extent required by the ADA, the Local Jurisdiction's facilities, services, and programs shall be accessible to persons with disabilities. The Local Jurisdiction shall bear sole responsibility for assuring that its activities under this Agreement conform to the ADA.

16. **Federal Lobbying Prohibition.** In accordance with 31 U.S.C. § 1352, DHCD and the Local Jurisdiction, and any subcontractors are prohibited from using any federal funds for the purpose of lobbying Congress or any federal agency in connection with the awarding of a particular Agreement, grant, cooperative agreement, or loan. Any recipient of federal funds that received over \$100,000 in federal monies must also file a “Disclosure of Lobby Activities” form (Federal Form SF LLL). The Local Jurisdiction hereby specifically agrees to abide by all applicable requirements of 31 U.S.C. § 1352.

17. **Political Contributions.**

A. The Local Jurisdiction shall not use any funds received under this Agreement to make contributions:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

B. If, in any fiscal year ending during the term of this Agreement, the Local Jurisdiction derives more than fifty percent (50%) of its operating funds from State funding, it shall not contribute any money or thing of value:

1. to any persons who hold, or are candidates for, elected office;
2. to any political party, organization, or action committee; or
3. in connection with any political campaign or referendum.

C. This section is intended to ensure that administrative fees earned under this Agreement shall only be used as required by HUD for activities related to the provision of Section 8 tenant-based rental assistance, including related development activities. Examples of related development activities include, but are not limited to, unit modification for accessibility purposes and development of project-based voucher units. For purposes of this section, contributions do not include legitimate salaries paid by the Local Jurisdiction.

18. **Drug and Alcohol Free Workplace.** The Local Jurisdiction and DHCD shall comply with the State's policy concerning drug and alcohol free workplaces, as set forth in COMAR 01.01.1989.18 and 21.11.08, and shall remain in compliance throughout the term of this Agreement.

19. **Subcontracting or Assignment.** The benefits and obligations hereunder shall inure to and be binding upon the parties hereto and neither this Agreement nor the services to be performed hereunder shall be subcontracted, or assigned or otherwise disposed of, either in whole or in part, except with the prior written consent of DHCD, who reserves the right to withhold such consent for any reason DHCD or the State deems appropriate. Such written consent shall not be required for the purchase by the Local Jurisdiction of articles, supplies, equipment and services which are both necessary for and merely incidental to the performance of the work required under this Agreement. No provision of this section and no such approval by DHCD of any subcontract shall in any event give rise to any obligations by DHCD in addition to

the total contract price, and DHCD shall not be responsible for fulfillment of the Local Jurisdiction's obligation to subcontractors.

20. **Dissemination of Information.** During the term of this Agreement the Local Jurisdiction shall:

A. Not release any information related to the services or performance of the services under this Agreement nor publish any final reports or documents without the prior written consent of DHCD. To ensure compliance with HUD requirements, if the Local Jurisdiction receives a request for information, data or records pursuant to the Maryland Public Information Act or any applicable federal equivalent related to the services or performance of the services under this Agreement, the Local Jurisdiction shall promptly give written notice of the request to DHCD and shall consult with DHCD in responding to the request.

B. Indemnify and hold harmless DHCD and the State, their respective officers, agents and employees, from all liability which may be incurred by reason of dissemination, publication, distribution or circulation, in any manner whatsoever, of any information, data, documents, or materials pertaining in any way to this Agreement by the Local Jurisdiction, its agents or employees.

21. **Retention of Records.** The Local Jurisdiction shall retain and maintain all records and documents relating to the services provided under this Agreement for a minimum period of three (3) years after final payment under this Agreement by DHCD and shall make such records and documents available at all reasonable times for inspection and audit by DHCD, the State, HUD, and their respective agents and employees.

22. **Financial Disclosure.** The Local Jurisdiction shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. **Compliance with Laws.** The Local Jurisdiction hereby represents and warrants:

A. That it is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified.

B. That it is not in arrears with respect to the payment of any monies due and owing the State, or any department or agency thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Agreement.

C. That it shall comply with all federal, State and local laws, ordinances and rules and regulations applicable to its activities and obligations under this Agreement.

D. That it shall procure, at its expense, all licenses, permits, insurance and governmental approval, if any, necessary to the performance of its obligations under this Agreement.

24. **Termination of Multi-Year Agreement.** If funds are not appropriated or if funds are not otherwise made available for continued performance of this Agreement for any fiscal period, this Agreement shall be automatically cancelled at the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either DHCD's rights or the Local Jurisdiction's rights under any other termination clause in this Agreement. The effect of termination of this Agreement pursuant to this paragraph will be to discharge both the Local Jurisdiction and DHCD from future performance of this Agreement, but not from their obligations existing at the time of termination. The Local Jurisdiction shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Should funds be unavailable for any fiscal period of this contract succeeding the first fiscal period, DHCD shall promptly notify the Local Jurisdiction when DHCD has knowledge that the funds are not available for such succeeding fiscal period.

No payment shall be made hereunder by DHCD except out of funds received from HUD and this Agreement shall remain in full force and effect so long as DHCD continues to receive Program funds to discharge DHCD's obligations under this Agreement as they may become due.

25. **Termination of Agreement for Default.** If the Local Jurisdiction does not fulfill its obligations under this Contract or violates any provision of this Agreement, DHCD may terminate this Agreement by giving the Local Jurisdiction written notice of termination. Termination under this paragraph does not relieve the Local Jurisdiction from liability for any damages caused to DHCD. All finished or unfinished work products provided by the Local Jurisdiction shall, at DHCD's option, become DHCD's property. DHCD shall pay the Local Jurisdiction fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Local Jurisdiction's breach.

26. **Termination of Agreement for Convenience.** DHCD may terminate this Agreement, in whole or in part, without showing cause upon prior written notice to the Local Jurisdiction specifying the extent and the effective date of the termination. DHCD shall pay all reasonable costs associated with this Agreement that the Local Jurisdiction has incurred up to the date of termination and all reasonable costs associated with termination of this Agreement. DHCD will pay all reasonable costs associated with this Agreement. However, the Local Jurisdiction may not be reimbursed for any anticipatory profits which have not been earned up to the date of termination.

27. **Delays and Extensions of Time.**

A. The Local Jurisdiction agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Agreement.

B. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Local Jurisdiction, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Local Jurisdiction or the subcontractors or suppliers.

28. **Suspension of Work.**

DHCD unilaterally may order the Local Jurisdiction in writing to suspend, delay, or interrupt all or any part of the work for such period of time as DHCD may determine to be appropriate for the convenience of DHCD or the State.

29. **Remedies.** In addition to, or in combination with, any other rights or remedies which DHCD may have under this Agreement, DHCD may exercise the remedies hereinafter specified.

A. **Correction of Errors, Defects and Omissions.** The Local Jurisdiction agrees to perform work as may be necessary to correct errors, defects, and omissions in the services required under this Agreement, without undue delays and without cost to DHCD. The acceptance of the work set forth herein by DHCD shall not relieve the Local Jurisdiction of the responsibility of subsequent correction of such errors.

B. **Set-Off.** DHCD may deduct from and set-off against any amounts due and payable to the Local Jurisdiction any back-charges, penalties, or damages sustained by the DHCD, its agents, employees or recipients of its services, by virtue of any breach of the Local Jurisdiction to perform the services or any part of the services in a satisfactory manner. Nothing herein shall be construed to relieve the Local Jurisdiction of liability for additional cost resulting from a failure to satisfactorily perform the services.

30. **Waiver.**

No waiver of a right or remedy of a party shall constitute a waiver of another right or remedy of that party.

31. **Responsibility of the Local Jurisdiction.**

A. The Local Jurisdiction shall perform the services with that standard of care, skill, and diligence normally provided by a local housing authority in the performance of services similar to the services hereunder.

B. Notwithstanding any review, approval, acceptance or payment for the service by DHCD, the Local Jurisdiction shall be responsible for professional and technical accuracy of its work, design, drawings, specifications and other material furnished by the Local Jurisdiction under this Agreement.

C. If the Local Jurisdiction fails to perform the services, or any part of the services, in conformance with the standard set forth in subparagraph A above, and such failure is made known to the Local Jurisdiction within two (2) years after expiration of this Agreement, it shall if required by DHCD, perform at its own expense and without additional cost to DHCD, those services necessary for the correction of any deficiencies or damage resulting, in whole or in part, from the Local Jurisdiction's failure, as provided under Section 29 of this Agreement.

D. The Local Jurisdiction shall obtain the services of an independent, Certified Public Accountant to perform an organization-wide Single Audit of the Local Jurisdiction in accordance with the Single Audit Act of 1984 and amendments thereto, and OMB Circulars A-128 or A-133 as appropriate ("Audit"). The Audit shall cover the entire operations of the Local Jurisdiction and shall comply with Generally Accepted Government Auditing Standards for Financial and Compliance Audits as contained in the Standards for Audit of Government Organizations, Programs, Activities, and Functions (1988 Revision), issued by the U.S. General Accounting Office. The Audit is due to DHCD within nine (9) months after the end of the Local Jurisdiction's fiscal year.

32. **Ownership of Documents and Materials.** The Local Jurisdiction agrees that all documents and materials including but not limited to reports, drawings, studies, specifications, estimates, maps, photographs, designs, graphics, mechanicals, artwork, and computations prepared by or for the Local Jurisdiction under the terms of this Agreement shall be at any time during the performance of the services made available to DHCD upon request by DHCD and shall become and remain the exclusive property of DHCD upon termination or completion of the services. DHCD shall have the right to use the same without restriction or limitation and without compensation to the Local Jurisdiction other than that provided in this Agreement. DHCD shall be the owner for the purposes of copyright, patent or trademark registration.

If the Local Jurisdiction obtains or uses for purposes of this Agreement, or subcontracts for any design, device, material, or process covered by letters of patent for copyright, it shall provide an assignment to DHCD of ownership for purposes of copyright, patent or trademark and of all rights to possess and to use such design, device, material or process, and a copy of a legally sufficient agreement with the patentee or owner.

The Local Jurisdiction shall indemnify and save harmless DHCD and the State from any and all claims for infringement by reason of the use of any such patented design, device, materials, or process, or any trademark or copyright, and shall indemnify, protect and save harmless DHCD and the State, their respective officers, agents, and employees with respect to

any claim, action, costs or infringement, or for royalties or user fees arising out of purchase or use of materials, construction, supplies, equipment or services covered by this Agreement.

33. **Severability.**

If a court of competent jurisdiction renders any provision or portion of a provision of this Agreement invalid or otherwise unenforceable, that provision or portion of a provision will be severed, and the remainder of this Agreement will continue in full force and effect as if the invalid provision or portion of a provision were not part of this Agreement.

34. **Headings and Section References; Construction.**

The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

35. **Administrative Officers; Notices.**

A. DHCD designates Gregory Hare as Project Monitor. Contact information for the Project Monitor is as follows:

Address: 7800 Harkins Road
Lanham, Maryland 20706
Telephone: (301) 429-7775
Facsimile: (410) 558-6579

B. The Local Jurisdiction designates _____ as Administrative Officer. Contact information for the Administrative Officer is as follows:

Address: _____

Telephone: (____) _____ - _____
Facsimile: (____) _____ - _____

C. Service of any notice under this Agreement shall be complete upon mailing such notice, postage prepaid to the Project Monitor, if such notice is to DHCD, or to the Administrative Officer, if such notice is to the Local Jurisdiction.

36. **Review of Insurance Documentation.** The insurance documentation of the Local Jurisdiction required under this Agreement has been reviewed and approved for acceptability this _____ day of _____, 2020.

DHCD Project Monitor

37. **Legally Binding Agreement.** This Contract shall become legally binding on the parties hereto upon execution by DHCD, subject to any required approvals by DHCD, the State or HUD, provided it has first been executed by the Local Jurisdiction.

WITNESS the signatures of the parties hereto and the dates thereof:

Attest:

Mayor and City Council of Cumberland

Witness

By: _____(SEAL)

Name: _____

Title: Mayor, City of Cumberland

Date: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2020.

City of Cumberland Attorney

Attest:

**Maryland Department of Housing and
Community Development**

Witness

By: _____(SEAL)

Matthew Heckles
Assistant Secretary

Date: _____

Approved as to form and legal sufficiency
this _____ day of _____, 2020.

Assistant Attorney General

File Attachments for Item:

. Order 26,664 - authorizing execution of an Amendment to the Purchase Agreement with Allegany Junction Limited Partnership dated April 7, 2020, pertaining to the sale of a certain parcel of land located at 100 Reynolds Street, to allow Allegany Junction LP to add an additional two (2) 30-day Closing Extensions to allow for the closing of all necessary public rights of ways

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,664

DATE: July 7, 2020

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

THAT, the Mayor be and is hereby authorized to execute an Amendment to Purchase Agreement by and between the Mayor and City Council of Cumberland and Allegany Junction Limited Partnership, pertaining to the Purchase Agreement dated April 7, 2020, regarding the sale of a certain parcel of land located at 100 Reynolds Street, Cumberland, MD to allow Allegany Junction LP to add an additional two (2) 30-day Closing Extensions to allow for the closing of all necessary public rights of ways

Raymond M. Morriss, Mayor

AMENDMENT TO PURCHASE AGREEMENT

THIS AMENDMENT TO THE PURCHASE AGREEMENT (this “**Amendment**”) is made and entered into as of July ___, 2020 by and between **Mayor and City Council of Cumberland** (the “**Seller**”) and **Allegany Junction Limited Partnership** (the “**Buyer**”).

RECITALS:

WHEREAS, Seller and Buyer entered into a Purchase Agreement dated April 7, 2020 (the “**Agreement**”) with respect to the sale of a certain parcel of land located at 100 Reynolds Street, Cumberland, Maryland 21502;

WHEREAS, Buyer exercised three of its four Closing Extension options in accordance with Paragraph 5 of the Agreement, and plans to exercise its last Closing Extension option for the purpose of closing all necessary alleys and streets;

WHEREAS, Buyer and Seller have worked diligently since executing the Agreement to close the pertinent alleys and streets, but require additional time for the City of Cumberland to pass an Ordinance to complete the process;

WHEREAS, Buyer and Seller agree to amend the Agreement to allow for more Closing Extensions; and

NOW THEREFORE, Seller and Buyer to amend the Agreement as follows:

1. Paragraph 5 is amended to add an additional two (2) Closing Extensions. Paragraph 5 hereby reads as follows:

“The Buyer may have six (6) options to extend the date of Closing for thirty (30) days in each instance by notifying the Seller in writing in advance of the then-applicable date for Closing and paying additional earnest money deposits, each in the amount of Seven Thousand Seven Hundred Fifty Dollars (\$7,750.00) the said payment(s) hereinafter being referred to as the (“Subsequent Earnest Deposit(s)”). The Subsequent Earnest Deposit(s) shall be remitted to the Title Company to be held in accordance with the terms of this Agreement. Upon the exercise of the first option to extend, the Initial Earnest Deposit shall become non-refundable.”

The terms and conditions of the Purchase Agreement, as amended, shall remain in full force and effect, except as amended by this Amendment.

[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have affixed their signatures hereto as of the date written beneath those signatures.

WITNESS:

**ALLEGANY JUNCTION
LIMITED PARTNERSHIP**

By: Allegany Junction GP, LLC
An Ohio limited liability
company Its General Partner

By: Woda Cooper General Partner,
LLC An Ohio limited liability
company Its Managing
Member

By: Woda Cooper Communities, LLC
An Ohio limited liability
company Its Sole Member

By: _____
Chelsea Arlantino, Authorized Signatory
Vice President & Corporate Counsel

Date

**MAYOR AND CITY COUNCIL
OF CUMBERLAND**

By: _____
Raymond M. Morriss, Mayor

Date

File Attachments for Item:

. Order 26,665 - authorizing the execution of Change Order No. 7 to the existing contract with Leonard S. Fiore, Inc. for City Project "CSO Storage Facility at WWTP" (1-10-WWTP), increasing calendar days by 90 for substantial completion, and by 45 for final completion, with no increase to the current contract price of \$26,364,856.88. This Change Order is contingent upon approval from the MD Dept. of the Environment

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number:

Key Staff Contact: Bobby Smith, Derrik Grimm

Item Title:

Change Order No. 7 CSO Storage Construction

Summary:

Add 90 calendar days for substantial completion and 45 calendar days to final completion for the current project with Leonard S. Fiore, Inc. This sets the substantial completion date at August 15, 2020 and the final completion date at August 29, 2020.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	003.399CS.63000
Value of award:	26,364,856.88
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Match provisions:	
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

Date of Issuance: July 2, 2020

Effective Date: July 2, 2020

Owner: City of Cumberland, MD

Owner's Contract No.: 01-10-WWTP

Contractor: Leonard S. Fiore, Inc.

Contractor's Project No.: CT-0365

Engineer: Whitman, Requardt, and Associates, LLP

Engineer's Project No.: 13993-003

Project: Phase 1 CSO Storage Facility at the
Wastewater Treatment Plant

Contract Name: Phase 1 CSO Storage Facility at the
Wastewater Treatment Plant

The Contract is modified as follows upon execution of this Change Order:

- 1) Includes a non-compensable time extension on final completion, due to delays associated with COVID-19, of forty five (45) calendar days. This change order also modifies the time between substantial and final completion, delaying substantial completion date by ninety (90) days.

Attachments: None.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ <u>26,416,340.00</u>	Original Contract Times: Substantial Completion: <u>760</u> Ready for Final Payment: <u>820</u> days
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>5</u> : \$ <u>(51,483.12)</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>6</u> : Substantial Completion: <u>398</u> Ready for Final Payment: <u>398</u> days
Contract Price prior to this Change Order: \$ <u>26,364,856.88</u>	Contract Times prior to this Change Order: Substantial Completion: <u>1,140</u> Ready for Final Payment: <u>1,200</u> days
[Increase] [Decrease] of this Change Order: \$ <u>n/a</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>90</u> Ready for Final Payment: <u>45</u> days
Contract Price incorporating this Change Order: \$ <u>26,364,856.88</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>1,230</u> Ready for Final Payment: <u>1,245</u> days

RECOMMENDED:
By: [Signature]
Engineer (if required)

Title: ASSOCIATE
Date: 7/2/2020

ACCEPTED:
By: _____
Owner (Authorized Signature)

Title: _____
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)

Title: Director of P.M.
Date: 07.02.20

Approved by Funding Agency (if applicable)

By: _____
Title: _____

Date: _____

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,665

DATE: July 7, 2020

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

THAT the City Administrator be and is hereby authorized to execute Change Order No. 7 to the existing contract with Leonard S. Fiore, Inc., 5506 Sixth Avenue Rear, Altoona, PA, 16602, for City Project "Phase 1 CSO Storage Facility at WWTP" (01-10-WWTP) to increase calendar days by Ninety (90) for substantial completion, and increase calendar days by Forty-five (45) for final completion with no increase to the current contract price of Twenty-six Million, Three Hundred Sixty-four Thousand, Eight Hundred Fifty-six Dollars and Eighty-eight Cents (\$26,364,856.88); and,

BE IT FURTHER ORDERED that this Change Order is contingent upon approval from the Maryland Department of the Environment.

Raymond M. Morriss, Mayor

Leonard S. Fiore, Inc. 01-10-WWTP	<i>Contract Price</i>
Original Contract Price	\$26,416,340.00
Change Order No. 1	\$0.00
Change Order No. 2	\$16,582.53
Total Contract Price after CO 1 & 2	\$26,432,922.53
Change Order No. 3 " <i>decrease</i> "	(\$92,409.94)
Change Order No. 4	\$21,523.46
Change Order No. 5	\$2,820.83
Change Order No. 6 " <i>no increase</i> "	\$0.00
Change Order No. 7 " <i>no increase</i> "	\$0.00
New Total Contract Price to-date	\$26,364,856.88

Budget: 003.399CS.63000

File Attachments for Item:

. Order 26,666 - authorizing the execution of Change Order No.1 to the current contract with Casey Smith, LLC dba Service Pro for the "Non-Residential Grass Mowing Contract (11-19-M)" to add City-owned property on Baker Street to the contract for the increased amount of \$1,760, bringing the current contract total to \$40,160

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number:

Key Staff Contact: Derrik Grimm

Item Title:

Change Order 1 to Non-Residential Grass Mowing Contract (11-19-M)

Summary:

This Change Order will add property on Baker Street owned by the City. This property will now be part of the Year 2 contract, carrying into Year 3. This will add an additional \$1,760.00 to the current contract, bringing the new contract value to \$40,160.00. Original contract was approved with M&CC Order No. 26,461.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.078.20100
Value of award:	\$1,760.00 for project total of \$40,160.00
If item is not budgeted, does the budget need to be appropriated? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

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

ORDER NO. 26,666

DATE: July 7, 2020

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 1 to the original contract with Casey Smith LLC dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, Maryland 21545 for City Project "Non-residential Grass Mowing" (11-19-M) to add City-owned property on Baker Street in the increased amount of One Thousand, Seven Hundred Sixty Dollars and No Cents (\$1,760), bringing the current contract value to Forty Thousand, One Hundred Sixty Dollars and No Cents (\$40,160.00).

Raymond M. Morriss, Mayor

Casey Smith LLC dba ServicePro	Contract Price
Original Contract Price	\$38,400
Change Order No. 1	\$ 1,760
New Contract Price	\$40,160

Budget - Parks Department 001.078.20100

City of Cumberland

Change Order Number: 1

Project: Non-Residential Grass Mowing Contract
City Project No.: 11-19-M
Purchase Order No.: 2020-16
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	EA	20	\$88.00	Baker St. Property		\$1,760.00
TOTALS					\$0.00	\$1,760.00

The Original Contract Sum was:

The Original Contract Sum was:	\$38,400.00
Previous Change Orders:	\$0.00
Contract Sum as a result of Previous Change Orders:	\$38,400.00
The Contract Sum increased/decreased by this Change Order:	\$1,760.00
The New Contract Sum as a result of this Change Order is:	\$40,160.00

Contract Time Change: No time added

Recommended by: _____ *Contract Labor Compliance Specialist* _____ *Date*

Contractor: Service Pro

 _____ *Date*

Accepted by: _____ *Director of Engineering* _____ *Date*

Approved By: _____ *City Administrator* _____ *Date*

Mayor and City Council Order Number Authorizing this Change Order: _____



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Lot at corner of Spring and Maryland Ave

Craig Adams <craig.adams@cumberlandmd.gov>
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Fri, Jun 19, 2020 at 9:16 AM

The corner lot on the corner of Maryland Ave and Spring Street that the Mayor asks us to look into is privately owned and we have contacted the owner to knock down the weeds. Check your records for a lot on Baker Street between 706 and 720 on the left side there was a discussion that CSX or the City Owned. It was determined the City owned would you check your list to confirm that it is. If so, have guys address at their convenience and schedule permits.

Thanks

Craig

----- Forwarded message -----

From: **Craig Adams** <craig.adams@cumberlandmd.gov>
Date: Wed, Jun 17, 2020 at 12:11 PM
Subject: Lot at corner of Spring and Maryland Ave
To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

[Quoted text hidden]

File Attachments for Item:

. Order 26,667 - authorizing the execution of Change Order No 3 to the current contract with Casey Smith LLC dba Service Pro for the "Residential Grass Mowing Contract (10-19-M)" to add eight (8) recently acquired properties to the contract for the increased amount of \$4,800 for FY20, bringing the current yearly contract amount to \$56,710

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

ORDER NO. 26,667

DATE: July 7, 2020

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

THAT, the City Administrator be and is hereby authorized to execute Change Order No. 3 to the current contract with Casey Smith LLC dba ServicePro, 15707 Saint Patrick's Church Road, NW, Mount Savage, MD, 21545, for City Project "2019 Residential Grass Mowing" (10-19-M), in the increased amount of Four Thousand, Eight Hundred Dollars and No Cents (\$4,800.00) to add various City properties and allow mowing through the end of FY21.

Raymond M. Morriss, Mayor

Casey Smith LLC dba ServicePro	Amount
Original Contract Amount	\$45,460.00
Change Order No. 1	\$ 975.00
Change Order No. 2	\$ 5,475.00
Change Order No. 3	\$ 4,800.00
New Contract Amount	\$56,710.00

Budget - 001.078.20100

Council Agenda Summary

Meeting Date: July 7, 2020

Agenda Item Number:

Key Staff Contact: Derrik Grimm

Item Title:

Change Order No 3 to Residential Mowing Contract

Summary:

This Change Order will add properties recently acquired by the City at various locations within City Limits. These will be added to the contract to allow mowing through the end of the FY, and will now be part of the Year 2 contract, carrying into Year 3. This will add an additional \$4,800.00 to the current contract, bringing the new contract value to \$56,710.00. Original contract was approved with M&CC Order No. 26,462, Change Order No. 1 was approved with M&CC Order No. 26,564, and Change Order No. 2 was approved with M&CC Order No. 26,634.

Issues and Considerations:

<i>Fiscal Impact:</i>	
Is this item budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Budget:	001.078.20100
Value of award:	\$4,800.00 for project total \$56,710.00
If item is not budgeted, does the budget need to be appropriated? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Is there grant funding being used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
If grant funding is being used, does it require a City match? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Match provisions:	Enter Text Here
Is this a sole source purchase? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (If so, attach department recommendation and approval from City Administrator.)	

City of Cumberland

Change Order Number: 3

Project: Residential Grass Mowing Contract
City Project No.: 10-19-M
Purchase Order No.: 2020-17
Contractor: Service Pro
Vendor No.: 239

The Change Order modifies (adds or deletes work) the contract as follows:

Add / Delete	Unit	Est # of Cuttings	Cost Per Cutting	Description	Delete	Add
Mowing of City Owned Property Throughout the City of Cumberland						
Add	EA	20	\$ 35.00	455 Baltimore Ave.		\$700.00
Add	EA	20	\$ 22.50	107 Springdale St.		\$450.00
Add	EA	20	\$ 22.50	109 Springdale St.		\$450.00
Add	EA	20	\$ 40.00	623-625 Maryland Ave.		\$800.00
Add	EA	20	\$ 30.00	117 Independence St.		\$600.00
Add	EA	20	\$ 25.00	3 Altamont Terrace		\$500.00
Add	EA	20	\$ 35.00	6 Altamont Terrace		\$700.00
Add	EA	20	\$ 30.00	222 Bond St.		\$600.00
TOTALS					\$0.00	\$4,800.00

The Original Contract Sum was:

The Original Contract Sum was:	\$45,460.00
Previous Change Orders:	\$6,450.00
Contract Sum as a result of Previous Change Orders:	\$51,910.00
The Contract Sum increased/decreased by this Change Order:	\$4,800.00
The New Contract Sum as a result of this Change Order is:	\$56,710.00

Contract Time Change: No time added

Recommended by: _____
 Director of Engineering Date

Contractor: Service Pro

 Date

Accepted by: _____
 Director of Engineering Date

Approved By: _____
 City Administrator Date

Mayor and City Council Order Number Authorizing this Change Order: _____



Derrik Grimm <derrik.grimm@cumberlandmd.gov>

Add to city grass list

1 message

Craig Adams <craig.adams@cumberlandmd.gov>

Tue, Jun 9, 2020 at 10:03 AM

To: Derrik Grimm <derrik.grimm@cumberlandmd.gov>

City owned properties

[107 Springdale Street](#)[109 Springdale Street](#)[455 Baltimore Avenue](#)

Thanks

Craig

**THE LAW OFFICE
OF
MICHAEL SCOTT COHEN, LLC**

Michael Scott Cohen
Steven Andrew Trader

213 Washington Street
Cumberland, MD 21502
Telephone: (301) 724-5200
Facsimile: (301) 724-5205

michaelcohen@atlanticbbn.net
stevetrader@atlanticbbn.net

June 25, 2020

Marjorie Woodring
City Clerk & Assistant City Administrator
City of Cumberland
57 N. Liberty Street
Cumberland, MD 21502

Re: Recorded Deeds

Dear Margie:

I have enclosed the original recorded deeds for:

623-625 Maryland Ave.
117 Independence St.
3 Alamont Terr.
6 Alamont Terr.
222 Bond St.
101 N. Cedar St.
1 Evergreen Terr.


The City now owns these properties. They should be added to the mow list if that has not already been taken care of.

I have also enclosed the Subordination Agreement for CG Enterprises, LLC. Please forward this document to Kathy McKenney.

Please call me if you have any questions regarding this matter.

Very truly yours,

MICHAEL SCOTT COHEN, LLC

By: 
Michael Scott Cohen

File Attachments for Item:

. Order 26,668 - authorizing the City Administrator to execute FY21 Employment Agreements for part-time employees for the City of Cumberland

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,668

DATE: July 7, 2020

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

THAT the City Administrator be and is hereby authorized to execute FY21
Employment Agreements for part-time employees of the City of Cumberland.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,669 - authorizing the City Administrator to execute all Employment Agreements for seasonal employees entered into during the 2020 spring/summer season; notwithstanding that said agreements shall not exceed six (6) months from the date of execution

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,669

DATE: July 7, 2020

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

THAT the City Administrator be and is hereby authorized to execute all Employment Agreements for seasonal employee entered into during the 2020 spring/summer season; and

BE IT FURTHER ORDERED, that said agreement shall not exceed six (6) months from the date of execution.

Raymond M. Morriss, Mayor

File Attachments for Item:

. Order 26,670 - approving funding changes to various Community Legacy Central Business District Leasehold Improvement Projects that were previously approved by Order Nos. 26,402 and 26,432. Total amount of the awards remains \$75,000

DEPARTMENT OF COMMUNITY DEVELOPMENT

TO: MAYOR AND CITY COUNCIL
JEFF RHODES, KEN TRESSLER

FROM: KATHY MCKENNEY

SUBJECT: CL17 LEASEHOLD IMPROVEMENT PROGRAM STAFF RECOMMENDATION

DATE: JUNE 30, 2020

A total of six applications were funded in two separate funding rounds for the Leasehold Improvement Program. This program was funded by the State of Maryland's Community Legacy Program in the amount of \$75,000. Following a competitive application process, the first three projects were approved by Mayor and City Council Order (26,402) on January 15, 2019 and the other three were approved through Mayor and City Council Order (26,432) on April 2, 2019. Funds were awarded through a competitive process and the maximum grant funding for any one property was \$15,000 for eligible expenses such as drywall, electrical improvements, flooring, mechanical, lighting, accessibility improvements, and signs. A listing of each project location and the amount of funding that was provided is provided below.

Earlier this month, Jennifer Walsh, property owner of 206 North Centre Street and 208 North Centre Street, submitted a request to transfer the funding that was received for a new business that was to locate at 206 North Centre Street to assist with a modified business plan at 208 North Centre Street. She requested to transfer the entire award of \$9,346 to the modified project which would have resulted in the total funding at this building to be \$18,692.00. Since the program cap is \$15,000, I recommend an increase of \$5,654.00 to this project and to waive the requirement that improvements were to be limited to the first floor of the building.

For the \$3,692.00 balance of the award, I contacted each of the other five project locations to see if they incurred or anticipated to incur any additional expenses that were not reflected in their original budget in order to provide them with an opportunity to receive additional funds up to the \$15,000 program cap. All of the five confirmed that they did have expenses that exceeded their original award. Therefore, I recommend the following changes to the original orders that awarded Leasehold Improvement Funding:

<u>Project Address</u>	<u>Business</u>	<u>Original Funding</u>	<u>Order#</u>	<u>Revised Funding</u>
11 South Liberty St	Craft Table	\$14,985.00	26,402	\$15,000.00
56 North Centre St	Toil and Trouble	\$13,735.00	26,402	\$15,000.00
171 North Centre St	Corner Tavern & Café	\$14,463.00	26,402	\$15,000.00
70 Pershing Street	Cuts of Encouragement	\$13,125.00	26,432	\$15,000.00
206 North Centre St	Paloma Yoga	\$9,346.00	26,432	\$0
208 North Centre St	Paloma Collective	\$9,346.00	26,432	\$15,000.00
Total				\$75,000.00

- Order -
of the
Mayor and City Council of Cumberland
MARYLAND

ORDER NO. 26,670

DATE: July 7, 2020

ORDERED by the Mayor and City Council of Cumberland, Maryland,

THAT, the following funding changes to previously approved Community Legacy Leasehold Improvement Program projects be and are hereby accepted:

<i>Project Address</i>	<i>Business</i>	<i>Original Funding</i>	<i>Revised Funding</i>	<i>Original Order #</i>
11 S. Liberty St.	Craft Table	\$14,985	\$15,000	26,402
56 N. Centre St.	Toil and Trouble	13,735	15,000	26,402
171 N. Centre St.	Corner Tavern & Cafe	14,463	15,000	26,402
70 Pershing St.	Cuts of Encouragement	13,125	15,000	26,432
206 N. Centre St.	Paloma Yoga	9,346	0	26,432
208 N. Centre St.	Paloma Collective	9,346	15,000	26,432
Total		\$75,000	\$75,000	

Raymond M. Morriss, Mayor