

MAYOR AND CITY COUNCIL

CHRISTOPHER G. MILLER
MAYOR

JAMES L. McCARRON
MAYOR PRO TEM

JAMES A. WIEPRECHT
CITY MANAGER

BARRI R. AVALLONE
TREASURER

CLARA KALMAN
CLERK



COUNCIL MEMBERS

JUDITH K. FULLER

DIANE A. FOSTER

ELIZABETH W. CHANEY

CHRISTOPHER R. TILLMAN

AGENDA MAYOR AND CITY COUNCIL WORKSHOP WEDNESDAY, SEPTEMBER 4, 2024 7:30 PM

Opening: Pledge of Allegiance and roll call ▶

Review of Minutes: Review of the minutes of the August 7, 2024, and August 12, 2024 regular meetings. ▶

Council member statement regarding conflicts of interest on agenda items ▶

Public comment pertaining to non-agenda items ▶

Resolution, Ordinances and Agreements:

Introduction:

Ordinance 10 – 2024 – Campaign Finance Code amendment ▶

Ordinance 11 – 2024 – Fiscal Year 2024 Budget Year End Close Out amendment – for emergency adoption ▶

Ordinance 12 – 2024 – Fiscal Year 2024 Budget amendment Fire Company Donation – for emergency adoption ▶

Ordinance 13 – 2024 - Fiscal Year 2024 Budget amendment Public Safety Salary Adjustment – for emergency adoption ▶

Adoption:

Ordinance 08 – 2024 – Fiscal Year 2024 - 2025 - Budget Amendment No. 1 ▶

Resolution 2024 – 12 – Water allocation for September ▶

City Manager Report ▶

Department Reports ▶

Legal Report ▶

New Business

1. **Monthly Financial Report** ▶
2. **Accounts Payables** ▶
3. **Mountain Brook Traffic Impact Study Proposal** ▶
4. **Cooperative Procurement Participation with Maryland Department of General Services** ▶

Public comment pertaining to Agenda items ▶

Adjournment ▶

Posted 9/6/24

CITY OF TANEYTOWN
ORDINANCE 10 - 2024
CAMPAIGN FINANCE AMENDMENTS

WHEREAS, pursuant to Section C-401(A) of the Charter of the City of Taneytown, the Mayor and City Council shall have the power to pass all ordinance not contrary to the Constitution or laws of the State of Maryland as deemed necessary for the good government of the City and the protection and promotion of comfort, convenience, welfare and happiness of the residents of the City of Taneytown; and

WHEREAS, the Mayor and City Council believe that transparency in the means and manner by which individuals who seek public office in the City of Taneytown is of paramount importance in allowing a fair and open election contest and providing the citizens with all the information necessary to make a reasonable and informed decision on the individuals which will lead their community; and

WHEREAS, the Mayor and City Council believe that it is in the best interests of the citizens of Taneytown to enact certain regulations regarding Campaign Finances to achieve this goal; and

WHEREAS, the Mayor and City Council believe certain clarifications are necessary to the existing Campaign Finance provisions to more fully describe the intent of the ordinance and provide better guidance for those to whom the ordinance applies.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF TANEYTOWN THAT:

SECTION ONE: That a new Section 18.-1.1 be added to the Code of the City of Taneytown as follows:

Sec. 18-1.1 – Intent of reporting of contributions and expenditures—Candidates.

It is the intent of Section 18-1 that all receipts and expenditures as outlined therein, be reported for any person making any effort to seek elected office, including those made prior to the time a person is deemed an official candidate under the provisions of the City Code.

SECTION TWO: That amendments to Section 18-2 (f) of the City Code be made as follows:

(f)

1. If the candidate has previously filed a report, tThe first report filed by the any candidate shall include any balance remaining at the expiration of the last reporting made since the date of this last prior report, through the day immediately preceding the date of the filing of such first report.

2. If this is the first time a report has been filed by a candidate it shall include all contributions and expenditures made at any time after the individual makes any effort to seek elected office, including those efforts prior to the time the individual is deemed an official candidate under the provisions of the City Code.

3. Each subsequent report by any candidate shall include all contributions received and expenditures made from the day of the filing of the last prior report through the day preceding the filing of the subsequent report.

SECTION THREE: That amendments to Section 18-5 of the City Code be made as follows:

Sec. 18-5. - Reporting of individual expenditures.

This Section is not applicable to an individual who is seeking elected office but rather Any individual that expends a cumulative total of two hundred fifty dollars (\$250.00) or more in cash or in-kind contributions, to assist in the promotion of the success or defeat for any candidate or slate of candidates for City office shall file reports of such expenditures with the City Ethics Commission in accordance with this article. If actual costs for an expenditure is not available when a report is due, this must be documented on the report and an estimate must be provided.

SECTION FOUR. The provisions of this Ordinance are severable, and if any provision, clause, sentence, word or part thereof is held illegal, invalid or unconstitutional, or inapplicable to any person or circumstance, such illegality, invalidity or unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words, or parts of the Ordinance or their application to the other persons or circumstances. It is hereby declared to be the legislative intent that this Ordinance would have been adopted as if such illegal, invalid, unconstitutional provision, clause, sentence, section, word or part had not been included therein, and as if the person or circumstances to which the ordinance is part thereof is inapplicable had been specifically exempted therefrom.

SECTION FIVE. This Ordinance shall become effective immediately upon the adoption.

INTRODUCED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____ 2024 BY A VOTE OF
____ COUNCILMEMBERS IN FAVOR AND ____
COUNCILMEMBERS OPPOSED.

93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108

CLARA KALMAN, CITY CLERK
APPROVED THIS _____ DAY OF _____ 2024.

CHRISTOPHER MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS ____ DAY OF _____, 2024.

BY: _____
JACK A. GULLO, JR., CITY ATTORNEY

ORDINANCE NO. 11 - 2024
FISCAL YEAR 2024 BUDGET YEAR END CLOSE OUT AMENDMENT

PURSUANT to Article VII, §C-702 and C-703 of the Charter of the City of Taneytown, the Mayor and City Council shall adopt an annual budget that provides a complete financial plan for the budget year and contains estimates of anticipated revenues and proposed expenditures.

WHEREAS, a budget fulfilling the requirements of the Charter was prepared and adopted by the Mayor and City Council; and

WHEREAS, the Mayor and City Council deem it in the best interest of the operation of the City to adopt a Budget Amendment reflecting these financial changes in the Operating Budget for the remainder of the fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That the Budget Amendment attached hereto and incorporated herein is hereby adopted.

PURSUANT TO SECTION C-209 (B) OF THE CHARTER OF THE CITY OF TANEYTOWN, THE MAYOR AND CITY COUNCIL HEREBY DECLARE THE PASSAGE OF THIS ORDINANCE AS AN EMERGENCY BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS ____ DAY OF _____, 2024.

BY: _____
CITY ATTORNEY

City of Taneytown
Fiscal Year 2024
Sept 2024 Budget Amendment - General Fund - Ordinance 11-2024

GENERAL FUND

Revenues

Decrease	Increase	Notes
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Tax Revenue

State Income Tax
Real Estate Taxes

		366,000
		40,000
		\$ 406,000

GL4110 Tax revenue underestimated
GL4002 Additions to assessments

Local Revenue

Interest Income - Checking

		40,000
		\$ 40,000

GL4600 Bank Interest Rates Changed

Grant Revenue

Grant Revenue Parks

150,919		
		100,000
\$ 150,919		\$ 100,000

GL4711 Tot Lot, Field Lighting deferred to FY25
Additional Grant Bollinger

Streets

Auction Proceeds

		38,000
\$ -		\$ 38,000

Sale of outdated equipment

Fund Balance

Fund Balance

709,206		
\$ -		
\$ 709,206		\$ -

GL4999 Less needed

Decrease / Increase of Revenues	\$ 860,125	\$ 584,000
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GENERAL FUND

Expenditures

Decrease	Increase	Notes
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Mayor & Council

		12,800
		40,000
\$ -		\$ 52,800

GL5520 Legal Fee Increase
GL5526 Legal Settlement

Police

Police Radios
Capital Projects
Capital Projects

67,000		
125,000		
6,000		
\$ 198,000		\$ -

GL5440 Radios not received
GL5999 Police Cars not received Until FY25
GL5999 Storage Shed not received

Parks

Maintenance Costs
Capital Projects

		40,000
170,925		
\$ 170,925		\$ 40,000

GL5320 Increased maintenance costs
GL5999 Tot lot, Field lighting deferred FY25

Decrease / Increase of Expenditures	\$ 368,925	\$ 92,800
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Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

City of Taneytown
Fiscal Year 2024
Sept 2024 Budget Amendment - Utility Fund - Ordinance 11-2024

UTILITY FUND

Revenues

Decrease	Increase	Notes
----------	----------	-------

Water

Interest Income		295,000	GL4605	Bank Interest and balance higher than budgeted
Water Billing	\$ -	40,000	GL4500	More billed than projected
	\$ -	\$ 335,000		

Decrease / Increase of Revenues	\$ -	\$ 335,000
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UTILITY FUND

Expenditures

Decrease	Increase	Notes
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Water

Water Meters MXUs	75,000		GL5221	Materials not needed for replacements
Capital Projects				
	\$ 75,000	\$ -		

Sewer

Materials and Supplies		205,000	GL5220	Increased chemical use and cost
Contractual		205,000	GL5510	Waste hauling
Maintenance and Repairs			GL5320	
	\$ -	\$ 410,000		

Decrease / Increase of Expenditures	\$ 75,000	\$ 410,000
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Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

ORDINANCE NO. 12 - 2024
FISCAL YEAR 2024 BUDGET AMENDMENT – FIRE COMPANY DONATION

PURSUANT to Article VII, §C-702 and C-703 of the Charter of the City of Taneytown, the Mayor and City Council shall adopt an annual budget that provides a complete financial plan for the budget year and contains estimates of anticipated revenues and proposed expenditures.

WHEREAS, a budget fulfilling the requirements of the Charter was prepared and adopted by the Mayor and City Council; and

WHEREAS, the Mayor and City Council deem it in the best interest of the operation of the City to adopt a Budget Amendment reflecting these financial changes in the Operating Budget for the remainder of the fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That the Budget Amendment attached hereto and incorporated herein is hereby adopted.

PURSUANT TO SECTION C-209 (B) OF THE CHARTER OF THE CITY OF TANEYTOWN, THE MAYOR AND CITY COUNCIL HEREBY DECLARE THE PASSAGE OF THIS ORDINANCE AS AN EMERGENCY BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS _____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS _____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2024.

BY: _____
CITY ATTORNEY

City of Taneytown
Fiscal Year 2024
Sept 2024 Budget Amendment - General Fund - Ordinance 12-2024

GENERAL FUND

Revenues

Decrease	Increase	Notes
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Local Revenue

Interest Income - Checking

		4,000	GL4600	Bank Interest Rates Changed
		\$ 4,000		

Decrease / Increase of Revenues	\$ -	\$ 4,000
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GENERAL FUND

Expenditures

Decrease	Increase	Notes
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City Hall

Donations

		4,000	GL5205	Increase Fire Dept Donation
		\$ 4,000		

Decrease / Increase of Expenditures	\$ -	\$ 4,000
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Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

ORDINANCE NO. 13 - 2024
FISCAL YEAR 2024 BUDGET AMENDMENT – PUBLIC SAFETY SALARY ADJUSTMENT

PURSUANT to Article VII, §C-702 and C-703 of the Charter of the City of Taneytown, the Mayor and City Council shall adopt an annual budget that provides a complete financial plan for the budget year and contains estimates of anticipated revenues and proposed expenditures.

WHEREAS, a budget fulfilling the requirements of the Charter was prepared and adopted by the Mayor and City Council; and

WHEREAS, the Mayor and City Council deem it in the best interest of the operation of the City to adopt a Budget Amendment reflecting these financial changes in the Operating Budget for the remainder of the fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That the Budget Amendment attached hereto and incorporated herein is hereby adopted.

PURSUANT TO SECTION C-209 (B) OF THE CHARTER OF THE CITY OF TANEYTOWN, THE MAYOR AND CITY COUNCIL HEREBY DECLARE THE PASSAGE OF THIS ORDINANCE AS AN EMERGENCY BY A VOTE OF ____ IN FAVOR AND ____ OPPOSED.

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS _____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS _____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2024.

BY: _____
CITY ATTORNEY

City of Taneytown
Fiscal Year 2024
Sept 2024 Budget Amendment - General Fund - Ordinance 13-2024

GENERAL FUND

Revenues

Decrease	Increase	Notes
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Fund Balance

Fund Balance

\$ -		
\$ -		\$ -

Decrease / Increase of Revenues	\$ -	\$ -
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GENERAL FUND

Expenditures

Decrease	Increase	Notes
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Police

Salary
Payroll Taxes

3,985		GL5000	Reallocation of Public Safety Salary
305		GL5100	
\$ 4,290		\$ -	

Police Secretary

Salary
Payroll Taxes

		3,985	GL5000	Reallocation of Public Safety Salary
		305	GL5100	
\$ -		\$ 4,290		

Decrease / Increase of Expenditures	\$ 4,290	\$ 4,290
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Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

ORDINANCE NO. 08 - 2024
FISCAL YEAR 2024 - 2025 - BUDGET AMENDMENT – 1

PURSUANT to Article VII, §C-702 and C-703 of the Charter of the City of Taneytown, the Mayor and City Council shall adopt an annual budget that provides a complete financial plan for the budget year and contains estimates of anticipated revenues and proposed expenditures.

WHEREAS, a budget fulfilling the requirements of the Charter was prepared and adopted by the Mayor and City Council; and

WHEREAS, the Mayor and City Council deem it in the best interest of the operation of the City to adopt a Budget Amendment reflecting these financial changes in the Operating Budget for the remainder of the fiscal year.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF TANEYTOWN:

Section One: That the Budget Amendment attached hereto and incorporated herein is hereby adopted.

INTRODUCED THIS ____ DAY OF _____ 2024

CLARA KALMAN, CITY CLERK

PASSED THIS ____ DAY OF _____, 2024

CLARA KALMAN, CITY CLERK

APPROVED THIS ____ DAY OF _____, 2024

CHRISTOPHER MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS ____ DAY OF _____, 2024.

BY: _____
CITY ATTORNEY

City of Taneytown
Ordinance 08 - 2024 - FY 2024 - 2025 Budget Amendment No. 1
August 2024 Budget Amendment - Utility Fund - Ordinance

UTILITY FUND

Revenues	Decrease	Increase	Notes
Fund Balance			
	\$ -	40,000	GL4999 Utility Fund Balance
	\$ -	0	
	\$ -	\$ 40,000	
Decrease / Increase of Revenues	\$ -	\$ 40,000	

UTILITY FUND

Expenditures	Decrease	Increase	Notes
Sewer			
Other Professional Fees		40,000	GL5525 MDE Penalty FY23 and Prior FY
	\$ -	\$ 40,000	
Decrease / Increase of Expenditures	\$ -	\$ 40,000	

Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

City of Taneytown
Ordinance 08 - 2024 - FY 2024 - 2025 Budget Amendment No. 1
August 2024 Budget Amendment - General Fund - Ordinance

GENERAL FUND

Revenues

Grant Revenue

Grant Revenue Parks

Decrease		Increase		Notes	
		150,918		GL4711	Tot Lot & Lighting
\$	-	\$	150,918		

Fund Balance

158,602		0	GL4999	Fund Balance
\$	-			
\$	158,602	\$	-	

Decrease / Increase of Revenues	\$	158,602	\$	150,918
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GENERAL FUND

Expenditures

Police

Police Radios

Capital Projects

		67,000	GL5440	Radios not received until FY25
0		125,000	GL5999	Police Cars not received Until FY25
		7,600	GL5999	Storage Shed not received
\$	-	\$	199,600	

Streets

Capital Projects

0		238,805	GL5999	Street Sweeper
\$	-	\$	238,805	

Parks

Capital Projects

640,000		0	GL5999	Splash Pad deferred
		193,911		Tot lot, Field Lighting
\$	640,000	\$	193,911	

Decrease / Increase of Expenditures	\$	640,000	\$	632,316
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Introduced this _____ Day of _____, 2024

Clara Kalman, City Clerk

Passed this _____ Day of _____, 2024

Clara Kalman, City Clerk

Approved this _____ Day of _____, 2024

Christopher Miller, Mayor

Approved as to Legal Sufficiency this _____ Day of _____, 2024

Jack A. Gullo, City Attorney

CITY OF TANEYTOWN
RESOLUTION NO. 2024-12

WHEREAS, the Charter of the City of Taneytown gives the City Council power to operate and maintain a water system and take all necessary steps for the efficient operation thereof; and

WHEREAS, the Charter of the City of Taneytown gives the City Council the powers to exercise planning and zoning authority, under which the City has established a process for granting zoning certificates and building permits which serves to regulate construction and development within the City; and

WHEREAS, from time to time the City, based on water usage demand, improvements made to the water system, and other related factors, shall reassess the formula and calculations used to calculate available water capacity; and

WHEREAS, such a re-evaluation was conducted in August 2017 by the City and its Engineer and have used such findings in the creation of Exhibit A attached hereto; and

WHEREAS, the City Council of the City of Taneytown makes the following findings:

- A. The City of Taneytown has a limited water supply. The amount of water available for allocation to new or expanded uses is provided on Exhibit A, attached hereto and made a part hereof.
- B. It is necessary for the City of Taneytown to protect its limited water supply to allocate water capacity to existing, pending and future development within its jurisdictional boundaries to ensure the continuing economic development and stability of the City, and to ensure that development will not generate water demands which exceed available capacity.
- C. Substantial harm to the public health, safety and general welfare of the City in the form of premature exhaustion of its water supply and economic hardships will result from the issuance of unlimited development approvals.
- D. Under the mandate of State law the City has adopted a Water Capacity Management Plan to guide the development, use and allocation of drinking water appropriate for use by the City and its residents. The terms of the Water Capacity Management Plan require that the City give specific attention to water allocation.
- E. This Resolution is a fair and reasonable means of achieving, and substantially advances a public purpose and has been adopted to provide the controls necessary to accomplish this purpose.
- F. In making these findings the City Council has reviewed the background documentation and presentations by City staff and concludes that it reasonably supports these findings.

WHEREAS, the Mayor and City Council deem it in the best interest of the citizens of the City of Taneytown to use an allocation process for water currently available for new and expanded uses.

NOW THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF TANEYTOWN that:

1. An allocation shall be made of the existing water supply for any existing lot of record where the owner has made application for a zoning certificate for improvements to said lot and the lot conforms in all ways to the Code of the City of Taneytown, or has already received the necessary waivers, variances, or special exceptions.
2. An allocation shall be made of the existing water supply for any development project that has received approval from the Taneytown Planning and Zoning Commission and has recorded plats.
3. An allocation shall be made of the existing water supply for any development to which water capacity was addressed under the terms of a Development Rights and Responsibilities Agreement.
4. The calculations used in forming this allocation plan are provided on Exhibit A.
5. This Resolution shall become effective upon passage of this Resolution.
6. This Resolution for the allocation of water supply shall expire as provided on Exhibit A.
7. Upon the expiration of this Resolution all allocations made under this Resolution, but not utilized shall be null and void. A reallocation of any existing water supply shall be made after that date by action of the Council.
8. This Resolution and the water allocation made thereunder does not in any way create a contract, agreement or other promise by the City to any party, to provide the water allocated beyond the effective dates of this Resolution. Any plans, decisions or determinations made in reliance of the allocations made in this Resolution or on the available water shown in Exhibit A are made at the parties own risk.
9. The City Staff is hereby empowered to enact policies necessary for the effective administration and enactment of the goals contained in the Resolution.

INTRODUCED THIS ____ DAY OF _____, 2024

CLARA J. KALMAN, CITY CLERK

PASSED THIS _____ DAY OF _____ 2024 BY A VOTE OF
_____ COUNCILMEMBERS IN FAVOR AND _____
COUNCILMEMBERS OPPOSED.

CLARA J. KALMAN, CITY CLERK

APPROVED THIS _____ DAY OF _____ 2024.

CHRISTOPHER G MILLER, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
THIS _____ DAY OF _____, 2024.

BY: _____

Exhibit A.

Resolution 2024-12
September 9, 2024
Water Allocation Plan

	<u>EDU</u>	<u>GPD</u>
Available Gallons per Day (GPD)		38,585
Allocated		
Infill	2 @ 250 gpd	500
Recovery 180	1 @ 250 gpd	250
Total Allocated		750
Available GPD Less Allocated		37,835
Projects with Preliminary Plan Approval		<u>0</u>
Remaining GPD		37,835

This allocation plan shall expire on October 14, 2024

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
000 - Non Applicable
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Tax Revenue	70						
Local Revenue	700	281,428	587,348	3,536,398	(2,949,050)	(83)%	0
State Tax Revenue	710	1,915	5,607	1,031,025	(1,025,418)	(99)%	0
Total Tax Revenue		283,343	592,956	4,567,423	(3,974,467)	(87)%	0
County Revenue	80						
County Revenue	800	25,805	26,025	644,518	(618,493)	(96)%	0
Total County Revenue		25,805	26,025	644,518	(618,493)	(96)%	0
Local Revenue	90						
Clerk	120	0	0	150	(150)	(100)%	0
Zoning	200	110	2,825	5,100	(2,275)	(45)%	0
Code Enforcement	210	1,200	1,200	2,000	(800)	(40)%	0
Roberts Mill - Head Start	430	50	100	600	(500)	(83)%	0
Police	500	590	1,963	127,700	(125,737)	(98)%	0
Streets	600	0	0	510,364	(510,364)	(100)%	0
Parks & Recreation	610	1,947	5,593	24,548	(18,955)	(77)%	0
Local Revenue	700	0	5,545	75,750	(70,205)	(93)%	0
Total Local Revenue		3,897	17,226	746,212	(728,986)	(98)%	0
Fund Wide	99						
Fund Wide	999	0	0	2,089,525	(2,089,525)	(100)%	0
Total Fund Wide		0	0	2,089,525	(2,089,525)	(100)%	0
Total Operating Revenue		313,045	636,207	8,047,678	(7,411,471)	(92)%	0
Expenditures							
Administration	10						
Mayor and Council	100	5,552	15,667	107,053	91,386	85 %	0
Finance	105	18,511	45,766	270,915	225,149	83 %	0
City Manager	110	7,826	21,739	111,258	89,519	80 %	0
IT Dept	115	31,142	68,987	270,706	201,719	75 %	10,258
Clerk	120	7,475	16,607	128,082	111,475	87 %	0
Total Administration		70,506	168,766	888,014	719,248	82 %	10,258
Zoning & Code Enforcement	20						

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
000 - Non Applicable
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Zoning	200	5,043	9,065	74,667	65,602	88 %	0
Planning and Zoning Commission	202	550	550	9,050	8,500	94 %	0
Code Enforcement	210	0	616	12,172	11,556	95 %	0
Total Zoning & Code Enforcement		5,593	10,231	95,889	85,658	89 %	0
Economic Development	30						
Economic Development	300	5,706	13,877	122,908	109,031	89 %	0
Total Economic Development		5,706	13,877	122,908	109,031	89 %	0
City Hall	40						
City Hall	400	11,463	(1,466)	326,931	328,397	100 %	0
City Hall - Annex	420	616	1,805	10,550	8,745	83 %	0
Roberts Mill - Head Start	430	429	645	2,590	1,945	75 %	0
Total City Hall		12,508	983	340,071	339,088	100 %	0
Public Safety	50						
Police	500	125,596	434,555	2,435,965	2,001,410	82 %	66,973
Police Secretary	510	4,004	7,794	61,024	53,230	87 %	0
Crossing Guard	520	0	328	21,363	21,035	98 %	0
Total Public Safety		129,600	442,677	2,518,352	2,075,675	82 %	66,973
Public Works	60						
Streets	600	100,860	163,106	2,731,981	2,568,875	94 %	0
Storm Water Management	605	0	0	150,500	150,500	100 %	0
Parks & Recreation	610	33,498	209,008	1,199,963	990,955	83 %	123,207
Total Public Works		134,358	372,114	4,082,444	3,710,330	91 %	123,207
Total Expenditures		358,271	1,008,646	8,047,678	7,039,032	87 %	200,439
Net Revenue Over Expenditures		<u>(45,226)</u>	<u>(372,440)</u>	<u>0</u>	<u>(372,440)</u>	<u>0 %</u>	<u>(200,439)</u>

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
228 - EDC - Main Street Facade Grant - Community Legacy
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Expenditures							
Economic Development	30						
Economic Development	300	27,442	36,610	0	(36,610)	0 %	0
Total Economic Development		27,442	36,610	0	(36,610)	0 %	0
Total Expenditures		27,442	36,610	0	(36,610)	0 %	0
Net Revenue Over Expenditures		<u>(27,442)</u>	<u>(36,610)</u>	<u>0</u>	<u>(36,610)</u>	<u>0 %</u>	<u>0</u>

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
231 - Roberts Mill & Broad St Street Reconstruction
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Expenditures							
Public Works	60						
Streets	600	200	200	0	(200)	0 %	0
Total Public Works		200	200	0	(200)	0 %	0
Total Expenditures		200	200	0	(200)	0 %	0
Net Revenue Over Expenditures		(200)	(200)	0	(200)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
333 - Wine Fest
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Local Revenue	90						
Parks & Recreation	610	35	35	0	35	0 %	0
Total Local Revenue		35	35	0	35	0 %	0
Total Operating Revenue		35	35	0	35	0 %	0
Net Revenue Over Expenditures		35	35	0	35	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
1 - General Fund
334 - Harvest Fest
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Local Revenue	90						
Parks & Recreation	610	285	590	0	590	0 %	0
Total Local Revenue		285	590	0	590	0 %	0
Total Operating Revenue		285	590	0	590	0 %	0
Expenditures							
Public Works	60						
Parks & Recreation	610	0	4,459	0	(4,459)	0 %	0
Total Public Works		0	4,459	0	(4,459)	0 %	0
Total Expenditures		0	4,459	0	(4,459)	0 %	0
Net Revenue Over Expenditures		285	(3,869)	0	(3,869)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
000 - Non Applicable
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Public Works	60						
Water	620	3,259	43,855	2,504,395	(2,460,540)	(98)%	0
Sewer	630	0	(447)	3,564,411	(3,564,858)	(100)%	0
Total Public Works		<u>3,259</u>	<u>43,407</u>	<u>6,068,806</u>	<u>(6,025,399)</u>	<u>(99)%</u>	<u>0</u>
Total Operating Revenue		<u>3,259</u>	<u>43,407</u>	<u>6,068,806</u>	<u>(6,025,399)</u>	<u>(99)%</u>	<u>0</u>
Expenditures							
Public Works	60						
Water	620	42,795	77,436	2,504,395	2,426,959	97 %	0
Sewer	630	100,659	194,159	3,564,411	3,370,252	95 %	30,615
Total Public Works		<u>143,454</u>	<u>271,596</u>	<u>6,068,806</u>	<u>5,797,210</u>	<u>96 %</u>	<u>30,615</u>
Total Expenditures		<u>143,454</u>	<u>271,596</u>	<u>6,068,806</u>	<u>5,797,210</u>	<u>96 %</u>	<u>30,615</u>
Net Revenue Over Expenditures		<u>(140,195)</u>	<u>(228,188)</u>	<u>0</u>	<u>(228,188)</u>	<u>0 %</u>	<u>(30,615)</u>

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
602 - Water General Capital
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Public Works	60						
Water	620	0	61,320	0	61,320	0 %	0
Total Public Works		0	61,320	0	61,320	0 %	0
Total Operating Revenue		0	61,320	0	61,320	0 %	0
Net Revenue Over Expenditures		0	61,320	0	61,320	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
630 - Sewer General Capital
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Operating Revenue							
Public Works	60						
Sewer	630	0	93,480	0	93,480	0 %	0
Total Public Works		0	93,480	0	93,480	0 %	0
Total Operating Revenue		0	93,480	0	93,480	0 %	0
Net Revenue Over Expenditures		0	93,480	0	93,480	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
638 - W Balt Mem Pk Sewer
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Expenditures							
Public Works	60						
Sewer	630	40	40	0	(40)	0 %	0
Total Public Works		40	40	0	(40)	0 %	0
Total Expenditures		40	40	0	(40)	0 %	0
Net Revenue Over Expenditures		(40)	(40)	0	(40)	0 %	0

City of Taneytown
Statement of Revenues and Expenditures
2 - Utility Fund
641 - Sewer - Equipment Purchases
From 8/1/2024 Through 8/31/2024
(In Whole Numbers)

		Current FY25 Period Actual	Current FY25 Year Actual	Total Budget - Original	Total Budget Variance - Original	Percent Total Budget Remaining - Original	Encumbrances (07/01/2024 - 08/31/2024)
Expenditures							
Public Works	60						
Sewer	630	312,853	312,853	0	(312,853)	0 %	0
Total Public Works		312,853	312,853	0	(312,853)	0 %	0
Total Expenditures		312,853	312,853	0	(312,853)	0 %	0
Net Revenue Over Expenditures		(312,853)	(312,853)	0	(312,853)	0 %	0

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/8/2024	ACE005	31691	ACE Auto Lounge	Street Vehicle Repair/ Sewer M&R	<u>3,540.00</u>
8/8/2024		Total 31691			3,540.00
8/8/2024	ALS000	31692	ALS Group USA Corp.	Sewer Contract	<u>875.00</u>
8/8/2024		Total 31692			875.00
8/8/2024	ALT000	31693	ALTEC INDUSTRIES INC.	Street Vehicle Repair	<u>2,224.57</u>
8/8/2024		Total 31693			2,224.57
8/8/2024	BEC010	31695	Beck's Body Shop	Police Vehicle Graphics	<u>300.00</u>
8/8/2024		Total 31695			300.00
8/8/2024	BLA000	31696	Black and White Equine	NNO- Horse rides	<u>500.00</u>
8/8/2024		Total 31696			500.00
8/8/2024	CAR080	31697	Carroll Water Systems	Sewer M&R	<u>1,088.06</u>
8/8/2024		Total 31697			1,088.06
8/8/2024	CAT000	31698	Certified Water Testing, LLC	Drinking Water Analyses	1,250.00
8/8/2024	CAT000		Certified Water Testing, LLC	Waste water Analyses	<u>4,650.00</u>
8/8/2024		Total 31698			5,900.00
8/8/2024	CED000	31699	Cedar Hedge Farm LLC	Bollinger -Pollinator	500.00
8/8/2024	CED000		Cedar Hedge Farm LLC	FFFTF- Petting Zoo	<u>150.00</u>
8/8/2024		Total 31699			650.00
8/8/2024	CON010	31700	Conewago Enterprises Inc	Sludge Dewatering	<u>312,853.43</u>
8/8/2024		Total 31700			312,853.43
8/8/2024	CRO000	31701	Crouse Ford Sales, Inc.	Car Maintanance	<u>81.90</u>
8/8/2024		Total 31701			81.90
8/8/2024	DEL005	31702	DELL MARKETING L.P.	Domain Controller	<u>1,444.32</u>

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/8/2024		Total 31702			1,444.32
8/8/2024	ECK000	31703	Ecker's Lawn Service, LLC	Mowing - Parks	5,500.00
8/8/2024		Total 31703			5,500.00
8/8/2024	FAR000	31704	Farm & Home Service, Inc.	Street M&S	399.95
8/8/2024		Total 31704			399.95
8/8/2024	FUE000	31705	Fuelman	Police Fuel	605.43
8/8/2024		Total 31705			605.43
8/8/2024	GUL000	31706	Jack A. Gullo, Jr.	Legal - July24	5,330.00
8/8/2024		Total 31706			5,330.00
8/8/2024	GUT000	31707	Gutters For Less	MP- Gutters	5,930.00
8/8/2024		Total 31707			5,930.00
8/8/2024	HIR000	31708	HireRight	Background Check	190.90
8/8/2024		Total 31708			190.90
8/8/2024	KEL005	31709	Kelly & Associates Insurance Group	Health Insurance	35,636.35
8/8/2024		Total 31709			35,636.35
8/8/2024	KLI000	31710	Kline's Services, LLC	Sewer Contract	1,212.75
8/8/2024		Total 31710			1,212.75
8/8/2024	LOC000	31711	Local Government Insurance Trust	New Police Cars	1,098.00
8/8/2024		Total 31711			1,098.00
8/8/2024	MAR018	31712	Maryland Board of Waterworks and Waste Systems Operators	Certification Renewal	100.00
8/8/2024		Total 31712			100.00
8/8/2024	MET000	31713	Metro Bobcat Sales	Street Vehicle Repairs	2,282.13

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/8/2024		Total 31713			2,282.13
8/8/2024	MUL000	31714	Multicorp, Inc.	Monthly Office Cleaning	1,432.08
8/8/2024		Total 31714			1,432.08
8/8/2024	ONE000	31715	One Call Concepts, Inc.	Miss Utility Tickets	142.48
8/8/2024		Total 31715			142.48
8/8/2024	PRI010	31716	Priceless Travel and Events	NNO - DJ Services	250.00
8/8/2024		Total 31716			250.00
8/8/2024	REN000	31717	Renta Fiesta	Dunk Tank	192.00
8/8/2024		Total 31717			192.00
8/8/2024	SHA000	31718	Shannon-Baum Signs, Inc	Street M&S	843.75
8/8/2024		Total 31718			843.75
8/8/2024	SOU000	31719	Southern States Coop., Inc.	Sewer Electric/Fuel	3,126.26
8/8/2024		Total 31719			3,126.26
8/8/2024	SYN005	31720	Synagro Technologies, Inc	Sewer Contract	635.00
8/8/2024		Total 31720			635.00
8/8/2024	TAN013	31721	Taneytown Dance Center	Yoga in the Park Aug 5th	50.00
8/8/2024	TAN013		Taneytown Dance Center	Yoga in the park July	100.00
8/8/2024		Total 31721			150.00
8/8/2024	USA000	31722	USA Blue Book	Sewer M&S	2,142.55
8/8/2024		Total 31722			2,142.55
8/8/2024	VAC000	31723	Lorena Vaccare	Movie Night 7/27/24	75.00
8/8/2024		Total 31723			75.00
8/8/2024	VEC000	31724	Vector Security, Inc	Annual Agreement	3,645.40

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/8/2024		Total 31724			3,645.40
8/8/2024	VER015	31725	Verizon Connect Inc.	Fleet Managment	226.85
8/8/2024		Total 31725			226.85
8/8/2024	WBM000	31726	W.B. Mason Co., Inc.	Street M&S	58.77
8/8/2024		Total 31726			58.77
8/9/2024	MAR068	EP0000000015588	Maryland State Retirement Agency	PGU Employee Contributions	3,112.93
8/9/2024		Total EP0000000015588			3,112.93
8/9/2024	KTB000	INV 724561	KTBS Payroll	KTBS Payroll Processing	188.89
8/9/2024		Total INV 724561			188.89
8/9/2024	KTB000	KTBS PR 8.9.24	KTBS Payroll	Net Payroll	75,243.79
8/9/2024	KTB000		KTBS Payroll	PAYROLL PPE -	32,209.35
8/9/2024		Total KTBS PR 8.9.24			107,453.14
8/9/2024	CHE015	PPE 08.01.24 #84527	Chesapeake Employers	Worker's Comp Disbursement	3,899.49
8/9/2024		Total PPE 08.01.24 #84527			3,899.49
8/15/2024	UPS010	31727	Postmaster	2nd Billing Water Sewer	297.39
8/15/2024		Total 31727			297.39
8/20/2024	BFM000	31728	BFMC, LLC	Z Folder Replacement	2,950.00
8/20/2024		Total 31728			2,950.00
8/20/2024	BLU010	31729	Bludot Technologies	SAAS Agreement	5,656.00
8/20/2024		Total 31729			5,656.00

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/20/2024	BOR005	31730	Bortek	Street Vehicle Repairs	<u>255.00</u>
8/20/2024		Total 31730			255.00
8/20/2024	CAS000	31731	Jesse Castellar	NNO Supplies	<u>438.69</u>
8/20/2024		Total 31731			438.69
8/20/2024	CAS001	31732	CASH	Petty Cash - Police 08/8/2024	<u>135.85</u>
8/20/2024		Total 31732			135.85
8/20/2024	ENG010	31733	Haleigh Engels	NNO Supplies	56.46
8/20/2024	ENG010		Haleigh Engels	Tavel to Training	125.56
8/20/2024	ENG010		Haleigh Engels	Travel	<u>19.03</u>
8/20/2024		Total 31733			201.05
8/20/2024	GLO000	31734	Global Industrial	Roberts Mill Park	<u>545.25</u>
8/20/2024		Total 31734			545.25
8/20/2024	GRA035	31735	Granicus LLC	Annual SaaS Agreement	<u>4,910.45</u>
8/20/2024		Total 31735			4,910.45
8/20/2024	JOH000	31736	Matt Johnston	Water Uniform	<u>104.93</u>
8/20/2024		Total 31736			104.93
8/20/2024	LBW000	31737	L.B. Water Service, Inc.	Street M&S	<u>279.50</u>
8/20/2024		Total 31737			279.50
8/20/2024	LIT000	31738	Littlestown Ace Hardware	Street M&S	<u>211.53</u>
8/20/2024		Total 31738			211.53
8/20/2024	LOW000	31739	Lowe's	Materials & Supplies	<u>504.98</u>
8/20/2024		Total 31739			504.98
8/20/2024	MAR016	31740	Maryland Chiefs of Police Association	Prof Develop Training - Baker & Mitchell	<u>900.00</u>

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/20/2024		Total 31740			900.00
8/20/2024	POT000	31741	Potomac Edison	City Hall & Annex Electric	987.16
8/20/2024	POT000		Potomac Edison	Headstart & Park Electric	1,030.99
8/20/2024	POT000		Potomac Edison	Police Electric	887.46
8/20/2024	POT000		Potomac Edison	STREET ELECTRIC	6,645.95
8/20/2024	POT000		Potomac Edison	WATER ELECTRIC	<u>3,975.49</u>
8/20/2024		Total 31741			13,527.05
8/20/2024	POW000	31742	PowerDMS, Inc	Annual Renewal	<u>5,800.81</u>
8/20/2024		Total 31742			5,800.81
8/20/2024	SHA000	31743	Shannon-Baum Signs, Inc	Street M&S	<u>1,225.00</u>
8/20/2024		Total 31743			1,225.00
8/20/2024	SHE000	31744	Sherwin Williams Company	Streeet M&S	774.40
8/20/2024	SHE000		Sherwin Williams Company	Street M&S	<u>2,903.47</u>
8/20/2024		Total 31744			3,677.87
8/20/2024	SOU000	31745	Southern States Coop., Inc.	Streets Gas	<u>648.15</u>
8/20/2024		Total 31745			648.15
8/20/2024	STA011	31746	STAPLES INC.	Office & Zoning M&S	<u>69.96</u>
8/20/2024		Total 31746			69.96
8/20/2024	T2S000	31747	T2 Systems INC	Citation Thermal Paper	<u>378.99</u>
8/20/2024		Total 31747			378.99
8/20/2024	TMO000	31748	T-Mobile USA inc.	Survey heads	<u>9.80</u>
8/20/2024		Total 31748			9.80
8/20/2024	TOW000	31749	Town of Hampstead	MML Chapter Dinner (9 attendees)	<u>450.00</u>
8/20/2024		Total 31749			450.00

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/20/2024	WBM000	31750	W.B. Mason Co., Inc.	Police M&S	(36.00)
8/20/2024	WBM000		W.B. Mason Co., Inc.	Sewer M&S	<u>56.97</u>
8/20/2024		Total 31750			20.97
8/22/2024	ARB005	31751	Arboreality Tree Experts LLC	Street M&R (remove 4 Hybrid Poplars)	<u>2,250.00</u>
8/22/2024		Total 31751			2,250.00
8/22/2024	ARR005	31752	Arro Consulting, Inc.	Water Contract	<u>6,067.25</u>
8/22/2024		Total 31752			6,067.25
8/22/2024	BOR005	31753	Bortek	Street Vehile Repairs	<u>255.00</u>
8/22/2024		Total 31753			255.00
8/22/2024	CAR002	31754	The Carlsen Group, Inc.	Monthly Page Uploads	<u>192.02</u>
8/22/2024		Total 31754			192.02
8/22/2024	CAR005	31755	Carroll Cable Regulatory Commission	2nd QTR Cable Franchise	<u>10,311.66</u>
8/22/2024		Total 31755			10,311.66
8/22/2024	CAR015	31756	Carroll County Chamber of Commerce	Commissioner Breakfast (Meashey, McCarron, Miller)	60.00
8/22/2024	CAR015		Carroll County Chamber of Commerce	Commissioner Breakfast - Foster	<u>20.00</u>
8/22/2024		Total 31756			80.00
8/22/2024	CAR022	31757	Carroll County Commissioners	Refuse Removal	<u>16,936.70</u>
8/22/2024		Total 31757			16,936.70
8/22/2024	CAR022	31758	Carroll County Commissioners	Property Tax	<u>1,530.00</u>
8/22/2024		Total 31758			1,530.00
8/22/2024	CIN000	31759	CINTAS CORPORATION	Rental & Maintenance - First Aid Kit	<u>117.06</u>

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/22/2024		Total 31759			117.06
8/22/2024	DBS000	31760	Donald B. Smith Inc	Sewer M&R	398.00
8/22/2024		Total 31760			398.00
8/22/2024	DEN000	31761	Dennis Sales & Services, Inc.	Water M&R	2,264.00
8/22/2024		Total 31761			2,264.00
8/22/2024	ECO000	31762	Ecology Services Refuse & Recycling	Street Solid Waste/Recycling	29,836.87
8/22/2024		Total 31762			29,836.87
8/22/2024	FER000	31763	Fern Rodkey Electric, Inc.	MP Courts & NEOS	985.00
8/22/2024	FER000		Fern Rodkey Electric, Inc.	Sewer M&R	390.00
8/22/2024		Total 31763			1,375.00
8/22/2024	FUE000	31764	Fuelman	Police Fuel	906.82
8/22/2024		Total 31764			906.82
8/22/2024	GET000	31765	GETTLE	Sewer M&R	4,915.85
8/22/2024		Total 31765			4,915.85
8/22/2024	JOH000	31766	Matt Johnston	Water Uniform	209.86
8/22/2024		Total 31766			209.86
8/22/2024	KEN000	31767	Kennie's Markets, Inc.	Employee Relations	261.96
8/22/2024		Total 31767			261.96
8/22/2024	KLI000	31768	Kline's Services, LLC	Sewer Contract	1,212.75
8/22/2024		Total 31768			1,212.75
8/22/2024	LBW000	31769	L.B. Water Service, Inc.	Street M&S	472.50
8/22/2024		Total 31769			472.50

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/22/2024	LEA000	31770	Leaf	Printer Lease	<u>664.00</u>
8/22/2024		Total 31770			664.00
8/22/2024	MAR019	31771	Maryland Department of the Environment	PS-25-2980 Penalty	<u>40,000.00</u>
8/22/2024		Total 31771			40,000.00
8/22/2024	MAS000	31772	Mason Dixon Auto Parts	Police & Sewer	<u>177.55</u>
8/22/2024		Total 31772			177.55
8/22/2024	MIC010	31773	MICROTECH	Adobe annual	<u>1,399.93</u>
8/22/2024		Total 31773			1,399.93
8/22/2024	RUB000	31774	Rube's Crab Shack	Employee Relations	<u>825.00</u>
8/22/2024		Total 31774			825.00
8/22/2024	STA011	31775	STAPLES INC.	Office/Finance M&S	<u>36.73</u>
8/22/2024		Total 31775			36.73
8/22/2024	SYS000	31776	Systcom	A/V Council Chambers	<u>400.00</u>
8/22/2024		Total 31776			400.00
8/22/2024	T2S000	31777	T2 Systems INC	Annual	<u>420.00</u>
8/22/2024		Total 31777			420.00
8/22/2024	USA000	31778	USA Blue Book	Sewer M&S	<u>114.49</u>
8/22/2024		Total 31778			114.49
8/22/2024	VAC000	31779	Lorena Vaccare	Movie Night 8/10	<u>84.00</u>
8/22/2024		Total 31779			84.00
8/22/2024	VER010	31780	Verizon Wireless	MDT Data	<u>520.13</u>
8/22/2024		Total 31780			520.13

City of Taneytown
Check/Voucher Register
From 8/1/2024 Through 8/31/2024

Document Date	ID	Check Number	Payee	Transaction Description	Check Amount
8/22/2024	VER016	31781	Verizon	City Fiber Connect	8.48
8/22/2024		Total 31781			8.48
8/22/2024	WAN005	31782	Wantz Chevrolet, Inc.	Towing to City Impound	375.00
8/22/2024		Total 31782			375.00
8/22/2024	WSR051	31783	PNJ Ice Cream LLC	CNIP-2022-Taneytown-00519	27,442.00
8/22/2024		Total 31783			27,442.00
8/23/2024	MAR068	EP0000000015821	Maryland State Retirement Agency	PGU Employee Contributions	3,211.18
8/23/2024		Total EP0000000015821			3,211.18
8/23/2024	KTB000	INV 727024	KTBS Payroll	KTBS Payroll Processing	189.13
8/23/2024		Total INV 727024			189.13
8/23/2024	KTB000	KTBS PR 08.23.24	KTBS Payroll	Net Payroll	83,229.43
8/23/2024	KTB000		KTBS Payroll	PAYROLL PPE -	35,243.43
8/23/2024		Total KTBS PR 08.23.24			118,472.86
8/23/2024	CHE015	PPE 08.15.24 #84527	Chesapeake Employers	Worker's Comp Disbursement	4,208.52
8/23/2024		Total PPE 08.15.24 #84527			4,208.52
Report Total					836,658.90

Lenhart Traffic Consulting, Inc.

Proposal for Traffic Engineering Services

Company Name: City of Taneytown
Job Name: Mountain Brook
Date: August 27, 2024

Attn: c/o Mr. Jim Wieprecht
Job Location: City of Taneytown
LTC Job #: _____

Please visit us at www.LenhartTraffic.com for more information regarding our company!

DESCRIPTION OF SERVICES	FEE **
I am pleased to provide this proposal for Transportation Planning & Consulting services. The anticipated services are as follows: 1. TASK 1: Traffic Impact Analysis a. Coordinate with SHA, Carroll County, and/or The City of Taneytown to discuss the scope and obtain approved scoping documents. At this time, it is anticipated that the study intersections will include MD 140 & MD 194, MD 194 & Allendale Lane, MD 194 & Crouse Mill Road, and all site access points. b. Conduct new morning (6-9 AM) and evening (3-7 PM) peak hour counts at the study intersections as required. c. Prepare trip generation and assignment for any approved but unbuilt background developments and traffic growth and develop the background traffic volumes. d. Prepare trip generation and assignment and develop total traffic volumes for Phases 1A, 1B, 2A, and 2B. e. Conduct level of service analysis for Phases 1A, 1B, 2A, and 2B. Determine at what point the bypass roadway is required. f. Prepare a DRAFT report detailing the results of our findings and any recommendations as a result of the findings. Critical Lane Volume methodology will be used for intersections and HCM will be used for streets/links. g. Upon receipt of your comments, prepare a final report for submittal. 2. TASK 2: Consultation, meetings & hearings: a. Attend meetings and hearings as needed. b. Prepare point-by-point responses and revisions to the Traffic Impact Analysis to agency comments as needed and conduct additional on-call services as directed. <i>NOTE: If the scoping meetings result in substantial addition to study intersections or updated counts are required, we will provide an updated proposal for the additional services.</i>	Task 1 will be undertaken for a lump sum of \$17,500. Task 2 will be undertaken on an hourly basis as needed. We suggest a budget of \$5,000 to \$10,000.
NOTE: It is possible, after review of a Traffic Study, that Government agencies will request additional analyses. If this occurs, we will provide an additional cost proposal or conduct the work on an hourly basis with your authorization. Travel time, meetings, and hearings will be billed on an hourly basis according to the rates under the Terms and Conditions on Page 2. The fees listed above do not include review fees that may be imposed by Governmental Agencies.	
Direct Costs - cost, plus 10% (i.e. delivery, extra-ordinary printing, and other reimbursable expenses)	

Terms of Payment: 30 days from date of invoice

Estimated Time to Complete: To Be Determined

Proposal Prepared By: Mike Lenhart, P.E.

Authorization to Proceed: _____

Date: _____

(Signature and title)

(Filename: Proposals\Wieprecht – Mountain Brook)

* PLEASE SEE REVERSE SIDE FOR TERMS AND CONDITIONS *

Lenhart Traffic Consulting, Inc.
645 Baltimore & Annapolis Blvd, Suite 214
Severna Park, MD 21146

Phone (410) 216-3333
Fax (443) 782-2288
email: mlenhart@lenharttraffic.com

Lenhart Traffic Consulting, Inc.

Proposal for Traffic Engineering Services

TERMS AND CONDITIONS

LABOR - HOURLY RATES

	<u>HOURLY RATE</u>
Mike Lenhart, P.E., PTOE	\$275.00 per hour
Brian Biddle, P.E., PTOE, Nick Driban P.E., PTOE	\$250.00 per hour
Traffic Engineer/Project Manager	\$195.00 per hour
Design Services	\$195.00 per hour

• **Payment for Services** - Invoices may be rendered semi-monthly or as otherwise appropriate for the level of work activity. Invoices will be sent based upon a percentage of completion and are due thirty (30) days from date of invoice. Any late payment shall constitute a default of this agreement and shall be subject to a late charge at a rate equal to one and one-half percent (1½%) per month multiplied by the amount which is in arrears. If collection efforts are commenced to enforce the performance of Client's obligations, Client shall pay Lenhart Traffic Consulting, Inc.'s (LTC, Inc.'s) reasonable costs and expenses associated with the enforcement, including without limitation attorney's fees and litigation expenses. The remedies under this agreement are in addition to and not in lieu of, any other remedies allowed by law or equity except where specifically stated otherwise herein. Should invoices remain outstanding for a period in excess of 30 days, it may be necessary to discontinue any work associated with the project and to readjust schedules accordingly. No products will be released to the Client until delinquent accounts have been satisfied. To the extent that Client's project constitutes or involves the improvement of property, Client acknowledges that LTC, Inc.'s services constitute work for or about the improvement and, as such, constitutes an integral part of said construction or development. Client shall indemnify LTC, Inc. against any loss from injury to or death of any employee or agent of LTC, Inc. (including consultants, subcontractors, or associates retained by LTC, Inc. for the purpose of fulfilling the terms of this agreement) while on Client's property or arising out of any act or omission of the Client, its employees or agents.

• **Special and Extra Service** - LTC, Inc. will provide services in addition to those listed above when such services are requested and authorized by the Client. Such services shall include special requests, other than those required above; additional meetings requested beyond those identified in this proposal; changes due to causes beyond the control of LTC, Inc.; changes due to modifications in the land use plan submitted to us; special additional services which may be required if the work is suspended, abandoned, or extended; or any other special engineering services not included above which may be requested. Payment to LTC, Inc. when authorized, as compensation for these services, shall be in accordance with our hourly rates.

• **Files and Drawings** - All data, files and original drawings generated in the course of this study will remain in possession of the consultant for a maximum of five years.

• **Liability for Accuracy of Data Provided to LTC, Inc.** - No liability is assumed by LTC, Inc. for the accuracy of the data provided by the Client or of data obtained or available from public or governmental records or sources in the public domain. Client shall obtain from the owner thereof any and all consents required to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and Client indemnifies and holds LTC, Inc. harmless from any claims against LTC, Inc. for the reproduction of such materials.

• **Representations and Warranties** - LTC, Inc. makes no representations, warranties or guarantees, expressed or implied, other than those mandated by statute. The Client agrees that any liability of LTC, Inc., its officers, employers or agents to the Client for any injury of damage resulting from any action or omission in connection with a project undertaken for the Client shall be limited to the refund of the amount paid by the Client for the services provided on said project. The Client further agrees that LTC, Inc. shall not be liable for any special, direct, indirect, or consequential damages. No part of this agreement or any other understanding or agreement between LTC, Inc. and Client may be assigned by Client without LTC, Inc.'s express approval, executed by an authorized officer of LTC, Inc. In the event Client is a corporation, partnership, or any other legal entity, the individual or individuals whose signature appears hereon agree to and do personally guarantee payment for any and all services, charges, and expenses arising out of LTC, Inc.'s work for Client. This agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective personal representatives, heirs, successors and assigns; shall be governed by the laws of the State of Maryland; and constitutes the entire agreement between the parties, which may only be modified by an agreement signed by all of the parties hereto. A waiver of any term herein or an acquiescence by LTC, Inc. to insist upon strict compliance with any term or condition recited herein shall not constitute a waiver or any subsequent default or failure, whether similar or dissimilar.

If the terms and conditions of this agreement are acceptable to you, please countersign on the reverse side and return this copy to me. Another copy of this letter is enclosed for your files. If desired, faxed signatures will be used in lieu of original signatures.

Attachment M. Contract

Department of General Services (DGS)
“Consultant Services for Job Order Contracting”
DGS-22-300-JOC

THIS CONTRACT (the “Contract”) is made this 15th day of February, 2023 by and between The Gordian Group, Inc. (the “Contractor”) and the STATE OF MARYLAND, acting through the MARYLAND Department of General Services (“DGS” or the “Department”).

In consideration of the promises and the covenants herein contained, the adequacy and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “COMAR” means Code of Maryland Regulations.
- 1.2 “Contractor” means the entity first named above whose principal business address is 30 Patewood Drive, Building 2, #350, Greenville, SC 29615 and whose Federal Employer Identification Number or Social Security Number is 58-1900371, and whose eMaryland Marketplace Advantage vendor ID number is SUP866241.
- 1.3 “Financial Proposal” means the Contractor’s Best and Final Offer (BAFO) dated August 1, 2022.
- 1.4 Minority Business Enterprise (MBE) – Any legal entity certified as defined at COMAR 21.01.02.01B (54) which is certified by the Maryland Department of Transportation under COMAR 21.11.03.
- 1.5 “RFP” means the Request for Proposals for Consultant Services for Job Order Contracting, Solicitation # DGS-22-300-JOC, and any amendments, addenda, and attachments thereto issued in writing by the State.
- 1.6 “State” means the State of Maryland.
- 1.7 “Technical Proposal” means the Contractor’s Technical Proposal dated June 16, 2022, as modified and supplemented by the Contractor’s responses to requests clarifications and requests for cure, and by any Best and Final Offer.
- 1.8 “Veteran-owned Small Business Enterprise” (VSBE) means A business that is verified by the Center for Verification and Evaluation (CVE) of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- 1.9 Capitalized terms not defined herein shall be ascribed the meaning given to them in the RFP.

2. Scope of Contract

- 2.1 The Contractor shall perform in accordance with this Contract and Exhibits A-D, which are listed below and incorporated herein by reference. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall control. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The RFP

Exhibit B – The Contract Affidavit, executed by the Contractor and dated

9/30/2022

Exhibit C – The Technical Proposal

Exhibit D – The Financial Proposal (Alternate Cost Submittal)

Exhibit E – The Contractor's System License Agreement

- 2.2 The Procurement Officer may, at any time, by written order, make unilateral changes in the work within the general scope of the Contract. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.
- 2.3 Without limiting the rights of the Procurement Officer under Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.
- 2.4 As part of its responsibilities, the Contractor must provide DGS with access to a comprehensive internet-based information management and support system (JOC System) to enable users to efficiently track each step of a Job Order Contract and task order from inception to completion. The JOC System must allow individual users to issue Job Orders based upon pre-priced items of work from an on-line task order catalog and system specifications to be developed by the Contractor. The task order catalog and specifications shall be electronic and shall allow automated search and selection. The JOC System must provide full construction project tracking such as development of cost proposals, project scheduling, budgeting and cost control, and generating reports. The JOC System must provide electronic reporting features which can be accessed by DGS. Reports shall be customizable for all entities. All reports must be downloadable in excel format. The Information Management System shall be customized to the specific needs of multiple authorized users and be capable of incorporation of current forms and documentation.

The following additional requirements apply:

- A. There should be no limits on the number of allowed software licenses.
- B. More than one Authorized User shall be allowed to log on and update the system or database and utilize the data.
- C. All data, except for Gordian's Proprietary Information (as defined in Gordian's JOC System License), shall be owned by the Authorized User and shall not be restricted to its usage on JOC projects.
- D. All software changes that materially affects the functionality of such software shall be approved in writing by the Authorized User. Written approval shall certify the Authorized User and selected Offeror have tested the software and the software operates as required.

- E. The Contractor shall provide technical support which shall include assistance with program execution, troubleshooting, implementation, and continuous system monitoring of the information management system.

3. Period of Performance

- 3.1 The term of this Contract begins on the date the Contract is signed by the Department following any required prior approvals, including approval by the Board of Public Works, if such approval is required (the "Effective Date") and shall continue until 2/15/2028 ("Initial Term").
- 3.2 In its sole discretion, the Department shall have the unilateral right to extend the Contract for One (1) Five (5) year - renewal option (each a "Renewal Term") at the prices established in the Contract. "Term" means the Initial Term and any Renewal Term(s).
- 3.3 The Contractor's performance under the Contract shall commence as of the date provided in a written NTP.
- 3.3 The Contractor's obligation to pay invoices to subcontractors providing products/services in connection with this Contract, as well as the audit; confidentiality; document retention; patents, copyrights & intellectual property; warranty; indemnification obligations; and limitations of liability under this Contract; and any other obligations specifically identified, shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the Department shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted in the Financial Proposal. Unless properly modified (see above Section 2), payment to the Contractor pursuant to this Contract, including the Initial Term and any Renewal Term, shall not exceed the Contracted amount.

The total payment under a fixed price Contract or the fixed price element of a combined fixed price – time and materials Contract shall be the firm fixed price submitted by the Contractor in its Financial Proposal.

- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, payments to the Contractor pursuant to this Contract shall be made no later than 30 days after the Department's receipt of a proper invoice from the Contractor as required by RFP section 3.3.

The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:

- (1) The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
- (2) A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- (1) Accruing more than one year after the 31st day after the agency receives the proper invoice; or
- (2) On any amount representing unpaid interest. Charges for late payment of invoices are authorized only as prescribed by Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the

Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

Final payment under this Contract will not be made until after certification is received from the Comptroller of the State that all taxes have been paid.

Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the State Comptroller's Office grants Contractor an exemption.

- 4.3 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.4 Payment of an invoice by the Department is not evidence that services were rendered as required under this Contract.

5. Rights to Records

- 5.1 Except for the Contractor's proprietary materials provided subject to the JOC System License attached hereto as Exhibit E, the Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a Deliverable under this Contract (as defined in **Section 7.2**), and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a Deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Monitor, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.
- 5.4 Except for the Contractor's proprietary materials provided subject to the JOC System License, the Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.
- 5.5 Upon termination or expiration of the Contract, the Contractor, at its own expense, shall deliver any equipment, software or other property provided by the State to the place designated by the Procurement Officer.

6. Exclusive Use

- 6.1 Except for the Contractor's proprietary materials provided subject to the JOC System License, the State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including

software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

- 6.2 Except as may otherwise be set forth in this Contract, Contractor shall not use, sell, sub-lease, assign, give, or otherwise transfer to any third party any other information or material provided to Contractor by the Department or developed by Contractor relating to the Contract, except as provided for in **Section 8. Confidential or Proprietary Information and Documentation**.

7. Patents, Copyrights, and Intellectual Property

- 7.1. All copyrights, patents, trademarks, trade secrets, and any other intellectual property rights existing prior to the Effective Date of this Contract shall belong to the party that owned such rights immediately prior to the Effective Date ("Pre-Existing Intellectual Property"). If any design, device, material, process, or other item provided by Contractor is covered by a patent or copyright or which is proprietary to or a trade secret of another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items pursuant to its rights granted under the Contract.
- 7.2 Except for (1) information created or otherwise owned by the Department or licensed by the Department from third parties, including all information provided by the Department to Contractor; (2) materials created by Contractor or its subcontractor(s) specifically for the State under the Contract other than the proprietary materials covered by Contractor's JOC System License ("Deliverables"), except for any Contractor Pre-Existing Intellectual Property included therein; and (3) the license rights granted to the State, all right, title, and interest in the intellectual property embodied in the solution, including the know-how and methods by which the solution is provided and the processes that make up the solution, will belong solely and exclusively to Contractor and its licensors, and the Department will have no rights to the same except as expressly granted in this Contract. Any SaaS Software developed by Contractor during the performance of the Contract will belong solely and exclusively to Contractor and its licensors. For all Contractor Pre-Existing Intellectual Property embedded in any Deliverables, Contractor grants to the State a license to use such Contractor Pre-Existing Intellectual Property in connection with its permitted use of such Deliverable. During the period between delivery of a Deliverable by Contractor and the date of payment therefor by the State in accordance with this Contract (including throughout the duration of any payment dispute discussions), subject to the terms and conditions contained herein, Contractor grants the State a royalty-free, non-exclusive, limited license to use such Deliverable and to use any Contractor Materials contained therein in accordance with this Contract.
- 7.3. Subject to the terms of **Section 10**, Contractor shall defend, indemnify and hold harmless the State and its agents and employees, from and against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) arising out of or in connection with any third party claim that the Contractor-provided products/services infringe, misappropriate or otherwise violate any third party intellectual property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 7.4 Without limiting Contractor's obligations under Section 5.3, if an infringement claim occurs, or if the State or the Contractor believes such a claim is likely to occur, Contractor (after consultation with the State and at no cost to the State): (a) shall procure for the State the right to continue using the allegedly infringing component or service in accordance with its rights under this Contract; or (b) replace or modify the allegedly infringing component or service so that it becomes non-infringing and remains compliant with all applicable specifications.

- 7.5 Except as otherwise provided herein, Contractor shall not acquire any right, title or interest (including any intellectual property rights subsisting therein) in or to any goods, Software, technical information, specifications, drawings, records, documentation, data or any other materials (including any derivative works thereof) provided by the State to the Contractor. Notwithstanding anything to the contrary herein, the State may, in its sole and absolute discretion, grant the Contractor a license to such materials, subject to the terms of a separate writing executed by the Contractor and an authorized representative of the State as well as all required State approvals.
- 7.6 Without limiting the generality of the foregoing, neither Contractor nor any of its subcontractors shall use any Software or technology in a manner that will cause any patents, copyrights or other intellectual property which are owned or controlled by the State or any of its affiliates (or for which the State or any of its subcontractors has received license rights) to become subject to any encumbrance or terms and conditions of any third party or open source license (including, without limitation, any open source license listed on <http://www.opensource.org/licenses/alphabetical>) (each an "Open Source License"). These restrictions, limitations, exclusions and conditions shall apply even if the State or any of its subcontractors becomes aware of or fails to act in a manner to address any violation or failure to comply therewith. No act by the State or any of its subcontractors that is undertaken under this Contract as to any Software or technology shall be construed as intending to cause any patents, copyrights or other intellectual property that are owned or controlled by the State (or for which the State has received license rights) to become subject to any encumbrance or terms and conditions of any open source license.
- 7.7 The Contractor shall report to the Department, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all Deliverables delivered under this Contract.
- 7.8 The Contractor shall not affix (or permit any third party to affix), without the Department's consent, any restrictive markings upon any Deliverables that are owned by the State, and if such markings are affixed, the Department shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

8. Confidential or Proprietary Information and Documentation

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws including, without limitation, HIPAA, the HI-TECH Act, and the Maryland Medical Records Act and regulations promulgated pursuant thereto, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems or cloud infrastructure, if applicable) shall be held in confidence by the other party. Each party shall, however, be permitted to disclose, as provided by and consistent with applicable law, relevant confidential information to its officers, agents, and Contractor Personnel to the extent that such disclosure is necessary for the performance of their duties under this Contract. Each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor provided that each officer, agent, and Contractor Personnel to whom any of the State's confidential information is to be disclosed shall be advised by Contractor of the obligations hereunder, and bound by, confidentiality at least as restrictive as those of set forth in this Contract..
- 8.2 The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already rightfully in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

9. Loss of Data

- 9.1 In the event of loss of any State data or records where such loss is due to the act or omission of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for restoring or recreating, as applicable, such lost data in the manner and on the schedule set by the Contract Monitor. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. At no time shall any Contractor actions (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and applications with which the Contractor is working hereunder.
- 9.2 In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data as directed in **RFP Section 3.7**.
- 9.3 Protection of data and personal privacy (as further described and defined in RFP Section 3.8) shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of State information and comply with the conditions identified in **RFP Section 3.7**.

10. Indemnification and Notification of Legal Requests

- 10.1. At its sole cost and expense, Contractor shall (i) indemnify and hold the State, its employees and agents harmless from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, costs and expenses (including but not limited to attorneys' fees and costs), whether or not involving a third party claim, which arise out of or relate to the Contractor's, or any of its subcontractors', performance of this Contract and (ii) cooperate, assist, and consult with the State in the defense or investigation of any such claim, demand, action or suit. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent.
- 10.2. The State has no obligation: (i) to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim or action of any character is brought against the Contractor or its subcontractors as a result of or relating to the Contractor's obligations or performance under this Contract, or (ii) to pay any judgment or settlement of any such suit, claim or action. Notwithstanding the foregoing, the Contractor shall promptly notify the Procurement Officer of any such claims, demands, actions, or suits.
- 10.3. Notification of Legal Requests. In the event the Contractor receives a subpoena or other validly issued administrative or judicial process, or any discovery request in connection with any litigation, requesting State Pre-Existing Intellectual Property, of other information considered to be the property of the State, including but not limited to State data stored with or otherwise accessible by the Contractor, the Contractor shall not respond to such subpoena, process or other legal request without first notifying the State, unless prohibited by law from providing such notice. The Contractor shall promptly notify the State of such receipt providing the State with a reasonable opportunity to intervene in the proceeding before the time that Contractor is required to comply with such subpoena, other process or discovery request.

11. Non-Hiring of Employees

No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law Prevails

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Maryland Uniform Computer Information Transactions Act (Commercial Law Article, Title 22 of the Annotated Code of Maryland) does not apply to this Contract or any purchase order, task order, or Notice to Proceed issued thereunder, or any software, or any software license acquired hereunder.
- 13.3 Any and all references to the Maryland Code, annotated and contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry, genetic information, or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Contractor to solicit or secure the Contract, and that the Contractor has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of this Contract.

16. Non-Availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon

as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Default

If the Contractor fails to fulfill its obligations under this Contract properly and on time, fails to provide any required annual and renewable bond 30 days prior to expiration of the current bond then in effect, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A (2).

19. Delays and Extensions of Time

- 19.1 The Contractor 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 Contract.
- 19.2 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 Contractor, 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 Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor 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, \$200,000 or more, shall within 30 days of the time when the aggregate value of these contracts, leases or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.

24. Retention of Records

The Contractor and subcontractors shall retain and maintain all records and documents in any way relating to this Contract for (i) three (3) years after final payment by the State hereunder, or (ii) any applicable federal or State retention requirements (such as HIPAA) or condition of award, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, as designated by the Procurement Officer, at all reasonable times. The Contractor shall provide copies of all documents requested by the State, including, but not limited to itemized billing documentation containing the dates, hours spent and work performed by the Contractor and its subcontractors under the Contract. All records related in any way to the Contract are to be retained for the entire time provided under this section.

25. Right to Audit

- 25.1 The State reserves the right, at its sole discretion and at any time, to perform an audit of the Contractor's performance under this Contract. An audit is defined as a planned and documented independent activity performed by qualified personnel, including but not limited to State and federal auditors, to determine by investigation, examination, or evaluation of objective evidence from data, statements, records, operations and performance practices (financial or otherwise) the Contractor's compliance with the Contract, including but not limited to adequacy and compliance with established procedures and internal controls over the services performed pursuant to the Contract.
- 25.2 Upon three (3) Business Days' notice, the State shall be provided reasonable access to Contractor's records to perform any such audits. The Department may conduct these audits with any or all of its own internal resources or by securing the services of a third party accounting or audit firm, solely at the Department's election. The Department may copy any record related to the services performed pursuant to the Contract. The Contractor agrees to fully cooperate and assist in any audit conducted by or on behalf of the State, including, by way of example only, making records and

employees available as, where, and to the extent requested by the State and by assisting the auditors in reconciling any audit variances. Contractor shall not be compensated for providing any such cooperation and assistance.

- 25.3 The right to audit shall include any of the Contractor's subcontractors including but not limited to any lower tier subcontractor(s). The Contractor shall ensure the Department has the right to audit such subcontractor(s).

26. Compliance with Laws

The Contractor hereby represents and warrants that:

- a. 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. It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit 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;
- c. It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- d. It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

27. Cost and Price Certification

- 27.1 The Contractor, by submitting cost or price information certifies that, to the best of its knowledge, the information submitted is accurate, complete, and current as of the date of its Proposal.
- 27.2 The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Proposal, was inaccurate, incomplete, or not current.

28. Subcontracting; Assignment

The Contractor may not subcontract any of its obligations under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer, each at the State's sole and absolute discretion; provided, however, that a Contractor may assign monies receivable under a contract after written notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

29. Limitations of Liability

- 29.1 Contractor shall be liable for any loss or damage to the State occasioned by the acts or omissions of Contractor, its subcontractors, agents or employees as follows:
- (a) For infringement of patents, trademarks, trade secrets and copyrights as provided in **Section 7 "Patents, Copyrights, Intellectual Property"** of this Contract;
 - (b) Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and

- (c) For all other claims, damages, loss, costs, expenses, suits or actions in any way related to this Contract and regardless of the basis on which the claim is made, Contractor's liability shall be unlimited.
 - (d) In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that all subcontractors shall be held to be agents of Contractor.
- 29.2 Contractor's indemnification obligations for Third party claims arising under Section 10 ("Indemnification") of this Contract are included in this limitation of liability only if the State is immune from liability. Contractor's indemnification liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.
- 29.3. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor hereunder. For purposes of this Contract, Contractor agrees that it is responsible for performance of the services and compliance with the relevant obligations hereunder by its subcontractors.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor 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, Contractor 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 otherwise unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor 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 this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor 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.
- 30.2 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions.
- 30.3 The Contractor shall include the language from 30.1, or similar clause approved in writing by the Department, in all subcontracts.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the Department, at its option and in its sole discretion, may take one or more of the following actions:
- (a) Not process further payments to the Contractor until payment to the subcontractor is verified;
 - (b) Suspend all or some of the Contract work without affecting the completion date(s) for the Contract work;
 - (c) Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due to the Contractor;
 - (d) Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - (e) Take other or further actions as appropriate to resolve the withheld payment.
- 31.2 An “undisputed amount” means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such “undisputed amounts” include, without limitation: (a) retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and (b) an amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the Department concerning a withheld payment between the Contractor and a subcontractor under this **section 31**, may not:
- (a) Affect the rights of the contracting parties under any other provision of law;
 - (b) Be used as evidence on the merits of a dispute between the Department and the Contractor in any other proceeding; or
 - (c) Result in liability against or prejudice the rights of the Department.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the MBE program.
- 31.5 To ensure compliance with certified MBE subcontract participation goals, the Department may, consistent with COMAR 21.11.03.13, take the following measures:
- (a) Verify that the certified MBEs listed in the MBE participation schedule actually are performing work and receiving compensation as set forth in the MBE participation schedule. This verification may include, as appropriate:
 - i. Inspecting any relevant records of the Contractor;
 - ii. Inspecting the jobsite; and
 - iii. Interviewing subcontractors and workers.Verification shall include a review of:
 - i. The Contractor’s monthly report listing unpaid invoices over thirty (30) days old from certified MBE subcontractors and the reason for nonpayment; and
 - ii. The monthly report of each certified MBE subcontractor, which lists payments received from the Contractor in the preceding thirty (30) days and invoices for which the subcontractor has not been paid.
 - (b) If the Department determines that the Contractor is not in compliance with certified MBE participation goals, then the Department will notify the Contractor in writing

of its findings, and will require the Contractor to take appropriate corrective action. Corrective action may include, but is not limited to, requiring the Contractor to compensate the MBE for work performed as set forth in the MBE participation schedule.

- (c) If the Department determines that the Contractor is in material noncompliance with MBE Contract provisions and refuses or fails to take the corrective action that the Department requires, then the Department may:
 - i. Terminate the Contract;
 - ii. Refer the matter to the Office of the Attorney General for appropriate action; or
 - iii. Initiate any other specific remedy identified by the Contract, including the contractual remedies required by any applicable laws, regulations, and directives regarding the payment of undisputed amounts.
- (d) Upon completion of the Contract, but before final payment or release of retainage or both, the Contractor shall submit a final report, in affidavit form under the penalty of perjury, of all payments made to, or withheld from, MBE subcontractors.

32. Living Wage

If a Contractor subject to the Living Wage law fails to submit all records required under COMAR 21.11.10.05 to the Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation, the Department may withhold payment of any invoice or retainage. The Department may require certification from the Commissioner on a quarterly basis that such records were properly submitted.

33. Use of Estimated Quantities

Unless specifically indicated otherwise in the State's solicitation or other controlling documents related to the Scope of Work, any sample amounts provided are estimates only and the Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.

34. Risk of Loss; Transfer of Title

Risk of loss for conforming supplies, equipment, materials and Deliverables furnished to the State hereunder shall remain with the Contractor until such supplies, equipment, materials and Deliverables are received and accepted by the State, following which, title shall pass to the State.

35. Effect of Contractor Bankruptcy

All rights and licenses granted by the Contractor under this Contract are and shall be deemed to be rights and licenses to "intellectual property," and the subject matter of this Contract, including services, is and shall be deemed to be "embodiments of intellectual property" for purposes of and as such terms are used and interpreted under § 365(n) of the United States Bankruptcy Code ("Code") (11 U.S.C. § 365(n) (2010)). The State has the right to exercise all rights and elections under the Code and all other applicable bankruptcy, insolvency and similar laws with respect to this Contract (including all executory statement of works). Without limiting the generality of the foregoing, if the Contractor or its estate becomes subject to any bankruptcy or similar proceeding: (a) subject to the State's rights of election, all rights and licenses granted to the State under this Contract shall continue subject to the respective terms and conditions of this Contract; and (b) the State shall be entitled to a complete duplicate of (or complete access to, as appropriate) all such intellectual property and embodiments of intellectual property, and the same, if not already in the State's

possession, shall be promptly delivered to the State, unless the Contractor elects to and does in fact continue to perform all of its obligations under this Contract.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract shall survive termination or expiration of this Contract and continue in full force and effect.
- 36.2 If any term contained in this Contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.
- 36.3 The headings of the sections contained in this Contract are for convenience only and shall not be deemed to control or affect the meaning or construction of any provision of this Contract.
- 36.4 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures provided by facsimile or other electronic means, e.g, and not by way of limitation, in Adobe .PDF sent by electronic mail, shall be deemed to be original signatures.

37. Contract Monitor and Procurement Officer

- 37.1 The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Monitor may authorize in writing one or more State representatives to act on behalf of the Contract Monitor in the performance of the Contract Monitor's responsibilities. The Department may change the Contract Monitor at any time by written notice to the Contractor.
- 37.2 The Procurement Officer has responsibilities as detailed in the Contract, and is the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.

38. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State:

Thomas LeQuire
Department of General Services
301 West Preston Street
Baltimore, MD 21201
Phone Number: 410-767-1236
E-Mail: thomas.lequire2@maryland.gov

With a copy to:

Michael Cavanaugh
Department of General Services (DGS)
301 West Preston Street, Room M-8

Baltimore, MD 21201

Phone Number: 410-767-4223

E-Mail: Michael.Cavanaugh@maryland.gov

If to the Contractor:

The Gordian Group, Inc.

30 Patewood Drive, Building 2, #350

Greenville, SC 29615

Attn: Michael Minnix

39. Compliance with federal Health Insurance Portability and Accountability Act (HIPAA) and State Confidentiality Law

HIPAA clauses do not apply to this Contract.

40. Hiring Agreement

- 40.1 The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment O). The Hiring Agreement is to be executed by the Offeror and delivered to the Procurement Officer within ten (10) Business Days following receipt of notice by the Offeror that it is being recommended for Contract award. The Hiring Agreement will become effective concurrently with the award of the Contract.
- 40.2 The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

SIGNATURES ON NEXT PAGE

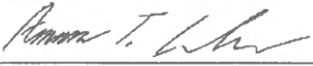
IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Contractor

The Gordian Group, Inc.

State of Maryland

Department of General Services (DGS)

By: 
(Signature)

Ammon T. Lesher

(Printed Name)

Vice President

(Title)

11/9/2022

(Date)

Witness:



(Signature)

By: Yasin Mohammed
(Signature)

(Title)

(Date)

Approved for form and legal sufficiency

this 10th day of November, 2022.



Assistant Attorney General

APPROVED BY BPW: 2/15/2023

(Date)

37-S

(BPW Item #)

Signature: Yasin Mohammed

Email: Yasin.Mohammed@maryland.gov

Contract DGS-22-300-JOC - 3.1 Revised Term 2.10.23

Final Audit Report

2023-02-15

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