



BERLIN MAYOR AND COUNCIL

Meeting Agenda

Berlin Town Hall
10 William Street
Monday, June 8, 2020

SPECIAL NOTICE: We will be live streaming Mayor and Council Meetings during the ongoing Coronavirus/Covid-19 State of Emergency. Your patience and understanding as we work to meet the restrictions on gathering size, while still conducting Town business is truly appreciated.

- Meeting packets will be posted by 5:00 p.m. on the Wednesday before the meeting.
- Written questions will be accepted to provide the Mayor and Council the opportunity to review and discuss BY 12:00 PM/NOON on the day of the meeting. Submit to:
 - Email: info@berlinmd.gov, please use M&C Comments as your subject
 - Fax to: 410-641-2316
 - Mail to: Berlin Town Hall, Attn: M&C Comments, 10 Williams St., Berlin, MD 21811. Mail should be posted no later close of business on the Friday before the meeting to help ensure delivery.
 - Drop off in one of the two drop boxes at Town Hall – one is at the rear of the building behind the stair tower, and the other is at the corner of Bay and Williams Street on the building.

To access the Meeting via live stream on Facebook, please click on the blue Facebook icon at the top of any page on the Town website, www.berlinmd.gov, or type @berlinmd in the Facebook search bar.

No response will be given to questions and comments submitted via Facebook during a regular meeting.

PUBLIC HEARINGS: If a public hearing is scheduled, questions will also be taken via Facebook during the Public Hearing portion of that meeting. A staff member will monitor the questions for duplicates, language and appropriateness to the Public Hearing topic. Depending on the volume of questions, we may not be able address everyone.

Responses will be given out loud via the live stream; they WILL NOT be responded to via the comments on Facebook.



BERLIN MAYOR AND COUNCIL

Meeting Agenda

Berlin Town Hall
10 William Street
Monday, June 8, 2020

6:30 PM EXECUTIVE SESSION – Council Chambers

- a. Pursuant to Section §3-305(b)(7) – To consult with counsel to obtain legal advice on a legal matter.

7:00 PM REGULAR SESSION – Council Chambers (livestream)

1. Approval of the Minutes for:
 - a. Executive Session of 05/26/20
 - b. Statement of Closure for Executive Session of 05/26/20
 - c. Regular Session of 05/26/20
2. Swearing in the new Board of Elections members: Nicky Chavis and Steve Frene – Mayor Gee Williams
3. First Reading: Ordinance 2020-04: Ordinance amending chapter 12, “Elections” Section 12-130, “Absentee Voting” (Public Hearing will be held on 06/22/2020) – Deputy Town Administrator Mary Bohlen
4. Proclamation: Proclaiming June 22-28, 2020 as our Municipality’s observance of National Pollinator Week as an affiliate of Bee City USA – Mayor Gee Williams
5. FY 2021 Contract Renewals:
 - a. Motion 2020-16: Motion authorizing certain contracts for FY2021 – Town Administrator Jeffrey Fleetwood
 - b. Town Administrators Contract – Mayor Gee Williams
6. Town Administrator’s Report
7. Comments from the Mayor
8. Comments from the Council
9. Comments from the Public (questions or comments submitted prior to 12 noon on Monday, June 8, 2020 will be addressed at this time)
10. Comments from the Press
11. Adjournment

Anyone having questions about the meetings mentioned above or needing special accommodations should contact Town Administrator Jeffrey Fleetwood at (410) 641-4002. Written materials in alternate formats for persons with disabilities are made available upon request.

TTY users dial 7-1-1 in the State of Maryland. TTY users outside Maryland dial 1-800-735-2258



BERLIN MAYOR AND COUNCIL
Meeting Minutes
Tuesday, May 26, 2020

7:00 PM REGULAR SESSION – Berlin Town Hall Council Chambers

Present: Mayor Gee Williams, Vice-President Elroy Brittingham, Councilmembers Thom Gulyas, Zackery Tyndall, Dean Burrell, and Troy Purnell.

Staff Present: Town Administrator Jeff Fleetwood, Deputy Town Administrator Mary Bohlen, Finance Director Natalie Saleh, Town Attorney David Gaskill, and Administrative Manager Kelsey Jensen.

Due to the Coronavirus/Covid-19 State of Emergency, this meeting was broadcast live via Facebook. No other persons besides two members of the press were present in the Council Chambers other than those specified.

Following the Lord’s Prayer and Pledge of Allegiance, Mayor Williams called the meeting to order at approximately 7:10 PM.

1. Approval of the Minutes for:

a. Executive Session of 5/11/20:

Councilmember Gulyas noted a time change on the second sentence at the end saying the meeting started at 7pm but should read that it began at 6pm.

On the motion of Councilmember Gulyas with the changes noted, the Executive Session minutes of May 11, 2020 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell			X		
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	4		1		

b. Statement of Closure for Executive Session of 05/11/20:

Mayor Williams read the Statement of Closure.

c. Regular Session of 05/11/20:

On the motion of Councilmember Gulyas, the Regular Session Minutes of May 11, 2020 were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell			X		
Troy Purnell	X				
Thom Gulyas	X				

Zackery Tyndall	X				
<i>Voting Tally</i>	4		1		

Before proceeding with the remainder of the agenda, Mayor Williams read a prepared statement regarding the agenda items, particularly the proposed FY'21 Budget Adoption and how the public input via Facebook would be handled during the Public Hearing.

2. Motion 2020-14: Motion awarding the Berlin Street Resurfacing Project to ECM Corporation in the amount of \$348,740

Josh Taylor, David Bowen & Friedel presented their recommendation of selecting ECM Corporation for the completion of the Berlin Street Resurfacing Project. Mr. Fleetwood said they have done work in Easton, Delmar, and Fruitland, and was impressed with the work they've done. Councilmember Tyndall asked for clarification on what portion of Harrison Avenue would be resurfaced, Mr. Taylor said it was the portion that was in bad shape with the north boarder being at the railroad tracks. Mayor Williams asked if it was his recommendation to do a complete renovation of Showell Street for FY'22; Mr. Taylor said yes and mentioned that it is a \$300,000 project with 70-year-old sewer pipe that is of ceramic composition. Councilmember Tyndall said he would like to see something listing where all of the underground pipes are for future project planning; Mr. Taylor said there is a list indicating that and he would pass it along to Mr. Fleetwood to share. Councilmember Tyndall said he would like to see that done for all underground infrastructure in Town; Mr. Taylor said it would require staff to go into manholes and take an inventory of all infrastructure; Councilmember Tyndall said he would like to see that get completed. Councilmember Tyndall asked if the slurry project can be completed on Showell without jeopardizing the structural integrity of Showell Street; Mr. Taylor said they are confident that it can be completed.

On the motion of Councilmember Purnell, Motion 2020-14 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Vice-President Brittingham asked when they can begin work on the project; Mr. Taylor said beginning of July.

3. Public Hearing: Ordinance 2020-03: Fiscal Year 2021 Budget Adoption

Mayor Williams gave an overview of the FY'21 proposed budget.

Mayor Williams opened the public hearing at 7:39pm, with no questions from the State or the County. Mayor Williams asked if there were any questions submitted ahead of the meeting, Mr. Fleetwood said just the ones he has already provided to Mayor Williams.

Mayor Williams read the questions submitted prior to the meeting. Ms. Jensen indicated that resident Jason Walter submitted 14 questions via Facebook, Mayor Williams said he has them already and will address them as follows.

Questions submitted prior to the meeting:
Jason Walter:

- He asked for explanation of the additional \$50,000 Administrative fund contribution from the Sewer fund; Mayor Williams said those monies are for repayment to the general fund if the sewer fund closes with a positive balance in this fiscal year. These funds were borrowed from reserves and will begin being paid back this year. Mr. Fleetwood said this is the same for Stormwater in the amount of \$25,000.
- Question regarding Customer Service reimbursements and questions as to why the amounts to the general fund went up by 12.5%, Ms. Saleh said the reimbursements are a fixed percent, so if the budget goes up then so do the amounts for reimbursements to the utilities, it varies by the Customer Service totals and this is true for each utility fund. Ms. Saleh said those reimbursements are budgeted and occur each year.
- What has caused budgeted retirement costs to increase by double digits; Mayor Williams said that each year the State determines the percentage contribution, this year the rate is 11.7% which is up from our current 10%, Mr. Fleetwood said those percentages are based on payroll and they did some reorganizing in personnel in Sanitation and Streets which is why it is proportionally different than prior years.
- What percentage of health insurance is covered by the employee; Mayor Williams said it is 90% Town funded and 10% employee funded for an individual plan, and 70% Town funded, and 30% employee funded for a family, employee and spouse, or employee and child(ren).
- The budget reflects \$10,000 in printed advertising and another \$12,000 in radio/tv, what is the benefit to the taxpayer; Mayor Williams said it is for promotion of the Town and has been very successful to support and stabilize the business community in Town. Ms. Jensen said there was a follow up to that question from Marie Velong asking how is that different than the line item for Marketing which is \$7,000 in the budget; Mayor Williams said it is marketing and has been beneficial to the Town, the businesses pay taxes and rent to landlords too which is beneficial to the Town. He also indicated that they are welcomed to contact the Economic Development Department to get more information.
- How many municipal employees use take home vehicles; Mayor Williams replied that there are 19, including sworn officers. Mayor Williams asked how many sworn officers we have right now, Mr. Fleetwood said we are authorized 14, Mayor Williams said there are about five not sworn individuals in the department.
- Electric assistance has doubled and why; Mayor Williams explained that it is based on resident contributions to ShoreUp for the energy assistance program, the Town matches all contributions made to ShoreUp for residents in need.
- Ms. Saleh said there is a question repeated through the funds for Electric, Water, and Sewer in regards to the general overhead allocation being justified; Ms. Saleh explained that it is the benefit cost for personnel for Elected Officials, Finance, and Planning, each utility fund contributes back to the general fund to reimburse for the general overhead for personnel, it varies and is based on a percentage, so when the fund goes up so does the general overhead.
- Why have salaries increased by 19% for the Sewer Department; Ms. Saleh said in the past there was one full time employee who was allocated to three funds, but that position is now only split between two funds, so reorganization of staff.
- How is the general overhead amount of \$181,000 (contribution to the general fund) justified; Ms. Saleh said as mentioned, it is based on the services the general fund provides and is based on a percentage.
- The general fund was obligated to a \$300,000 annual contribution to stormwater but has often not made any or only made a partial contribution, why is the stormwater fund once again making a contribution back to the general fund; Ms. Saleh said in FY'21 there is a \$25,000 amount in stormwater to transfer if the budget will allow at the end of this fiscal year, the \$300,000 was the very first transfer made in 2013 to start the stormwater and apply for grants, this is not a part of that \$300,000.
- At the approved \$.80/100 rate our municipal taxes are excessive and nearly double the statewide average, what is being done to bring the cost of living in Berlin into check; Mayor Williams said comparing tax rates

to tax rates does not take into effect that the property tax rates vary through the state. The cost of living here is based on values in the community, not to be the cheapest place to live.

Administrative Manager Kelsey Jensen then began reading the online public hearing questions as follows:

Marie Velong:

- Did the Mayor and Council get a raise; Mayor Williams replied no.
- Why is the election expense so high and up from the \$400 this fiscal year, Mayor Williams said it is very minimal for running a municipal election and is up from this year because there was no election. The costs associated are for advertising, supplies, and paying the election board and judges for the day.
- Why is there so much vacation buyback in Administration, Mr. Fleetwood said it saves the town (employer) in the long run to limit the number of carryover hours and pay employees out at 80% for their hours they cannot carry over, if it builds up they are eligible to receive it in a lumpsum when they leave the organization which is a liability. By offering the buy back the liability is reduced. Since the inception of the program it has shown that the overall liability has reduced itself.
- So much is spent on Main Street and not the rest of the Town, how does this help residents; Mayor Williams said he disagrees with that statement, and every neighborhood is a place to be proud of, we serve more than just residents to help keep the Town alive.
- What is ADP; Mr. Fleetwood said it is an HR database and a software to process payroll.
- Do those departments contribute to the utility fund for the services they provide, Ms. Saleh said she believes it is in regard to the discussion of overhead, the utility funds contribute to the general fund for government services, the general fund is not subsidizing the utility funds, they pay for themselves.
- I thought Town Hall was going to be doing the cleaning; Mr. Fleetwood said the current cleaning contract is for all buildings, for FY'21 there will only be a contract for cleaning Town building restrooms and public restrooms, Town staff will clean the building interior on their own.
- Why are utility funds, which are funded by fees, charges for administration etc. overhead when they also receive services from the utilities; Councilmember Burrell said he is wondering if she is trying to ask if the Town facilities that use electric pay their electric bill like the rest of the Town, and the answer is yes.

Marie Azzari:

- Do you expect a decrease in funding from the County in the area of casino impacts due to COVID 19; Mayor Williams said yes, we also budget on a conservative approach and that money is first used to repay the construction costs of the Police Department.
- What are we doing for our Police Department to retain our officers rather than letting them continue to leave and go to other law enforcement agencies; Mayor Williams said in this budget all sworn officers are getting a 9% raise which would bring them up to the average, this year that was a priority. Mr. Fleetwood added that they have a policy for full tuition reimbursement and about 2-3 officers have taken advantage of that.

Jack Orris:

- Has customer service ever been a part of Admin in the books; Ms. Bohlen said not to anyone's knowledge, maybe many years ago.

Robert Johnson

- In regards to account number 01-5100-5608 what is the justification for reducing the allocation for Fire and EMS; Mayor Williams said for many years we have been the most generous Municipality in this area and possibly in the state for the number of calls for Fire and EMS, we are providing \$400,000, which is still above average, but we have other expenses that we cannot continue to say no to.

Councilmember Burrell made a motion to close the hearing. Councilmember Tyndall said that is something that is usually done by the Mayor, so he is not in favor of it being closed by a Motion. With no further questions, Mayor Williams closed the public hearing at 8:25pm.

On the motion of Vice-President Brittingham, Ordinance 2020-03 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall		X			
<i>Voting Tally</i>	4	1			

4. Motion 2020-15: Motion approving M&G Rental Properties LLC., to purchase and finance three (3) Equivalent dwelling units (EDUs) for 2 Stevenson Lane

Councilmember Tyndall asked if there were any existing EDUs at the property; Ms. Jensen said there was one and they are requesting three additional. Councilmember Burrell asked how many EDUs are being financed in Town currently and are we receiving payment on those; Ms. Saleh said she will gather the information and send it to the Council, but they are billed monthly and do not have issues with non-payment.

On the motion of Councilmember Tyndall, Motion 2020-15 was approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

5. Nominations to Board of Elections: Nicky Chavis and Steve Frene

Mayor Williams indicated his recommendations of Ms. Chavis and Mr. Frene and said they would be replacing Mr. Creter and Mr. Briddell.

On the motion of Councilmember Gulyas, the Boards and Commission nominations were approved by the following vote:

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

6. Town Administrator’s Report – Jeffrey Fleetwood

Mr. Fleetwood said Town Buildings were now operating as usual and open to the public with certain guidelines and restrictions which have been posted on the doors of the building.

Mr. Fleetwood also provided Department Reports:

a. Electric – Tim Lawrence

The new natural gas generator was delivered and is an impressive machine. The number four engine, the Mitsubishi, had issues and they were directed to set it back to factory settings and perform general maintenance, but when it was fired back up there was a mechanical issue and now a piston needs repaired so there will be a delay in getting it running. Councilmember Tyndall asked how many generators we have; Mayor Williams said three operable generators and one inoperable, but they still have the temporary generators at this time.

b. Planning and Zoning – David Engelhart

The planning commission on June 10th will meet to discuss the 7-11, the hotel, and Ocean's East for eight new buildings, 150-156 units. Vice-President Brittingham asked if there were any plans with the vacant land on the Rt 50 side of the property; Mr. Fleetwood said not as of yet. Lastly, at their May meeting, the Blacksmith was approved to have outdoor seating on the concrete. Vice-President Brittingham said he has had a few residents ask about a second entrance into Ocean's East for the number of people in the community, but they would want it towards Rt 50.

c. Economic and Community Development – Ivy Wells

Ms. Wells reported that she has been helping businesses with new ideas for sustainability for the new reality, many businesses are taking part during the farmers market. She is planning a new event called 'The Best of Berlin is Back Festival' for the reopening (whenever that may be) that would include a little of each event that has been cancelled.

7. Comments from the Mayor:

Mayor Williams said that Governor Hogan is giving an update at 5pm on May 27th and he is anticipating that there will be more openings throughout the State.

8. Comments from the Council:

Councilmember Tyndall asked if Main Street was being utilized for the Farmer's Market, Mr. Fleetwood said it is not, but there is signage indicating to use the crosswalks. Councilmember Tyndall said he would like to see a crossing guard on Main street, either a volunteer, or charge an entry fee to the Market to pay for the guard. Mayor Williams indicated that this is something the Police Department may be able to do, or Economic Development can try to recruit a volunteer.

Councilmember Purnell asked about the status of the rate study done by Jean Holloway; Ms. Saleh said they are hoping to have a draft report to the Mayor and Council by the end of June.

Councilmember Gulyas said he has had several requests to open Stephen Decatur Parks; Mayor Williams said they will make that decision soon. He then indicated that after the last meeting in September he will be stepping down from the Council because they recently purchased property and will be moving by the end of the year; he wanted to make this known now so they can fill his position during the 2020 election.

Councilmember Burrell asked what the status was of Heron Park and MDE; Mr. Fleetwood said he has not heard from them recently.

Vice-President Brittingham said he would like immediate attention at the end of Flower Street to fill potholes and would like to see weed removal on the sidewalks; Mr. Fleetwood said they will take a look at Flower Street and indicated that they planned to do weed spraying very soon.

9. Comments from the Press – the press thanked the Council for allowing them to attend.

10. Adjournment:

On the motion of Councilmember Burrell, the Mayor and Council meeting was adjourned at approximately 8:53PM.

Name	Counted toward Quorum			Recused	Absent
	Aye	No	Abstain		
Elroy Brittingham, VP	X				
Dean Burrell	X				
Troy Purnell	X				
Thom Gulyas	X				
Zackery Tyndall	X				
<i>Voting Tally</i>	5				

Respectfully Submitted,



Kelsey Jensen
Administrative Manager



Mayor & Council of Berlin



OATH OF OFFICE

I, Nicky Chavis, do swear and affirm that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and Laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, serve as a member of the

Board of Supervisors of Elections according to the Constitution and the Laws of this State.

SWORN THIS 8th DAY OF JUNE, 2020.

Nicky Chavis

William G. Williams, III, Mayor



Mayor & Council of Berlin



OATH OF OFFICE

I, Steve Frene, do swear and affirm that I will support the Constitution of the United States; and that I will be faithful and bear true allegiance to the State of Maryland, and support the Constitution and Laws thereof; and that I will, to the best of my skill and judgment, diligently and faithfully, without partiality or prejudice, serve as a member of the Town of Berlin

Board of Supervisors of Elections according to the Constitution and the Laws of this State.

SWORN THIS 8th DAY OF JUNE, 2020.

Steve Frene

William G. Williams, III, Mayor



ORDINANCE NO. 2020-04

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND,
 A MARYLAND MUNICIPAL CORPORATION, **AMENDING CHAPTER 12, "ELECTIONS"**
SECTION 12-130, "ABSENTEE VOTING".

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN THAT **CHAPTER 12, "ELECTIONS" SECTION 12-130, "ABSENTEE VOTING" BE AMENDED AS FOLLOWS:**

Sec. 12-130. - Absentee voting.

Any qualified voter ~~who may be unavoidably absent from the town or who is otherwise prevented from being physically present to vote in person at the polls on the day of any municipal election~~ may vote by absentee ballot, subject to provisions as follows:

- (1) Printed application forms for the request of absentee ballots shall be provided by the board of supervisors of elections. Application deadlines will be advertised by the board of elections supervisors in accordance with the notice provisions of article VI of the Charter.
- (2) Applications for absentee ballots may be submitted not more than 30 calendar days and not after the close of business on the Friday preceding a regular or special election. If less than seven calendar days remain prior to the election to which they apply, application must be made in person at the town hall, to the designated representative of the board of supervisors of elections. The signature of the applicant for an absentee ballot must be witnessed and dated. Applications for absentee ballots must be approved by the chairperson of the board of elections supervisors or the chairperson's authorized designee. Should the chairperson or designee determine that an application may not be acceptable or valid for any reason, the application will be reviewed by the entire board of elections supervisors and may be rejected only by majority vote of that body.
- (3) Upon approval of the application, absentee ballots will be mailed, except when less than five calendar days remain before the applicable election. After that time, ballots may be obtained in person, at any time, up to and including one hour prior to the close of the polls on election day, provided that the application has been approved.
- (4) Upon presentation of a valid application for an absentee ballot and a written authorization signed by the voter, an authorized agent may obtain an absentee ballot for a voter who is unable to pick up a ballot in person.
- (5) Postage for mailing of a ballot or application to the voter will be paid by the town, and postage for the return of ballots shall be paid by the voter.
- (6) Only those absentee ballots which are physically received by the board of elections supervisors or the town office prior to the close of polls or the day of the applicable election will be counted in the results for that election.
- (7) Any absentee ballot showing a vote for a person who is not a valid candidate for any reason will not be counted for that candidate, but such vote will not invalidate the remainder of the ballot.

THIS ORDINANCE was introduced and read at a meeting of the Town Council held on the _____ day of _____, 20_____, and thereafter a statement of the substance of the Ordinance was published as required by law.

A PUBLIC HEARING was held and this Ordinance was adopted this _____ day of _____, 20_____, by the Mayor and Council of the Town of Berlin, Maryland, by affirmative vote of _____ in favor to _____ opposed, with _____ abstaining.

Elroy Brittingham, Vice President

This Ordinance was approved this _____ day of _____, 20_____, by the Mayor of the Town of Berlin and was therefore effective twenty (20) calendar days later on the _____ day of _____, 20_____.

Wm. G. Williams, III, Mayor

ATTEST:

Jeff Fleetwood, Town Administrator



PROCLAMATION 2020-19

A PROCLAMATION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND PROCLAIMING JUNE 22-28, 2020 AS OUR MUNICIPALITY’S OBSERVANCE OF NATIONAL POLLINATOR WEEK.

The Mayor and Council of the Town of Berlin does hereby proclaim June 22-28, 2020 to be our Municipality’s observance of National Pollinator Week as an affiliate of Bee City USA.

WHEREAS, pollinator species such as thousands of species of bees are essential partners in producing much of our food supply; and

WHEREAS, pollinator species provide significant environmental benefits that are necessary for maintaining healthy, biodiverse urban and suburban ecosystems; and

WHEREAS, pollination plays a vital role for the trees and plants of our community, enhancing our quality of life, and creating recreational and economic development opportunities; and

WHEREAS, for decades the Town of Berlin has managed town landscapes and public lands that include many municipal parks and greenways, as well as wildlife habitats; and

WHEREAS, the Town of Berlin provides recommendations to developers and residents regarding landscaping to promote wise conservation stewardship, including the protection of pollinators and maintenance of their habitats and environments; and

NOW, THEREFORE, I, William Gee Williams, III, Mayor of the Town of Berlin, do hereby proclaim June 22-28, 2020 as our Municipality’s observance of **National Pollinator Week**

And, Berlin as an affiliate of **Bee City USA®** we urge all citizens to recognize this observance.

In witness whereof, I have hereunto set my hand and caused the seal of Berlin, to be affixed this 8th day of June, 2020.

Wm. Gee Williams, III
Mayor

Elroy Brittingham, Sr.
Vice President

ATTEST: _____
Jeffrey Fleetwood
Town Administrator





MOTION OF THE MAYOR AND COUNCIL 2020-16

A MOTION OF THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN AUTHORIZING CONTRACTS FOR THE FOLLOWING VENDORS AS BUDGETED FOR FISCAL YEAR 2021:

- ANGEL’S TOUCH CLEANING SERVICES – PUBLIC RESTROOMS AND RESTROOMS IN TOWN HALL, PLANNING, AND WELCOME CENTER - \$12,000
- BOOTH AND ASSOCIATES, LLC – NOT TO EXCEED \$100,000
- CARDS TECHNOLOGY – \$38,400 (ANNUAL SERVICE AGREEMENT AND CONTINUITY)
- DAVIS, BOWEN & FRIEDEL, INC. – NOT TO EXCEED \$100,000
- EA ENGINEERING SCIENCE AND TECHNOLOGY, INC. PBC – NOT TO EXCEED \$100,000
- JARMON’S CLEANING SERVICES (POLICE DEPRATMENT) – \$10,400.04
- WORCESTER YOUTH AND FAMILY – \$40,000

APPROVED THIS ____ DAY OF _____, 2020 BY THE MAYOR AND COUNCIL OF THE TOWN OF BERLIN, MARYLAND BY AFFIRMATIVE VOTE OF ____ TO ____ OPPOSED, WITH ____ ABSTAINING AND ____ ABSENT.

Elroy Brittingham, Sr. Vice President

Approved this ____ day of _____, 2020 by the Mayor of the Town of Berlin.

Wm. Gee Williams, III, Mayor

ATTEST: _____
Jeffrey Fleetwood
Town Administrator

“An Angel’s Touch” Cleaning Services
20 Seagrave Lane
Berlin, Maryland 21811
443-727-3004 410-703-7158
EIN #56-229-6670

PROPOSAL NO.
SHEET NO.
DATE

PROPOSAL SUBMITTED TO:

WORK TO BE PERFORMED AT:

June 2, 2020

NAME	ADDRESS
ADDRESS	DATE OF PLANS
PHONE NO.	ARCHITECT

The Town of Berlin
10 William Street
Berlin, MD 21811

Welcome Center
Town Hall
Planning & Zoning
(2) Public Restrooms

410-641-2770

We hereby propose to furnish the materials and perform the labor necessary for the completion of _____

“An Angel’s Touch” Cleaning Services proposal for janitorial/cleaning services for restrooms for The Town Hall of Berlin, Welcome Center, Planning & Zoning, Public Restrooms located at Henry Park, and Public Restrooms located at Town Hall. Paper products, liquid hand soaps etc. will be provided by The Town of Berlin. This proposal is to be effective July 1, 2020, with a schedule of duties to be performed Monday thru Sunday.

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of One Thousand Dollars Dollars (\$ _____) with payments to be made as follows.

Invoice will be billed on a monthly basis.

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted, **Ruth A. Donnelly, Owner/Operator**
“An Angel’s Touch” Cleaning Services
Per *Ruth A. Donnelly*

Note — this proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Signature _____

Date _____ Signature _____

ENGINEERING SERVICES CONTRACT
MISCELLANEOUS SERVICES

This Agreement (the "Agreement") made as of August 25, 2008 between the TOWN OF BERLIN, MARYLAND, ("Client") and BOOTH & ASSOCIATES, INC., of 1011 Schaub Drive, Raleigh, North Carolina, 27606, Federal ID No. 56-0707587, ("Engineer"):

WHEREAS, Engineer represents that he has sufficient experienced personnel and equipment to perform, and Client desires Engineer to perform, various services,

NOW, THEREFORE, in consideration of the mutual undertaking herein contained, Client and Engineer agree as follows:

ARTICLE I
SCOPE OF SERVICES

Section 1. Engineer shall, upon receipt of reasonable notice from Client, furnish such miscellaneous Engineering services as Client may request (the "Services").

ARTICLE II
BASIC DATA FURNISHED BY CLIENT

Section 1. Client shall inform Engineer of any special criteria or requirements related to Engineer's services. Client shall willingly furnish, at no cost to Engineer, any existing information, drawings, specifications and reports that will assist Engineer in the performance of Services.

Section 2. If the basic data required by Engineer for performance of the services included herein is not available to Engineer, Client and Engineer shall agree upon the means of obtaining the necessary data.

ARTICLE III
COMPENSATION

Section 1. Client agrees to compensate Engineer for Services in accordance with the attached Exhibit A.

Section 2. Engineer will bill Client monthly for services rendered and expenses incurred. Invoices shall be due and payable within thirty (30) calendar days of the invoice date. If invoices are not paid within thirty (30) days, Engineer may, without waiving any claim or right against the Client, suspend the performance of further services until all invoices are paid, or may terminate this Agreement. Accounts unpaid after thirty (30) days after the date of the invoice may be subject to a monthly service charge of 1.5% on the then unpaid balance, at the sole discretion of Engineer.

ARTICLE IV
ALLOCATION OF RISKS

Section 1. INDEMNIFICATION.

- A. To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Client, Client's officers, directors, partners and employees from any and all costs, losses and damages caused solely by the negligent acts or omissions of Engineer or Engineer's officers, directors, partners and employees in the performance and furnishing of Engineer's services under this Agreement.
- B. To the fullest extent permitted by law, Client shall indemnify and hold harmless Engineer, Engineer's officers, directors, partners and employees from any and all costs, losses and damages caused solely by the negligent acts or omissions of Client or Client's officers, directors, partners and employees with respect to this Agreement.
- C. To the fullest extent permitted by law, Engineer's total liability to Client and anyone claiming by, through, or under Client for any cost, loss or damages caused in part by the negligence of Engineer and in part by the negligence of Client or any other negligent entity or individual, shall not exceed the percentage share that Engineer's negligence bears to the total negligence of Client, Engineer, and all other negligent entities and individuals.

Section 2. SURVIVAL. All expressed representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.

ARTICLE V
OWNERSHIP OF INSTRUMENTS OF SERVICE

Section 1. All reports, plans, specifications, field data, field notes, calculations, estimates, computer data or drawing files, and other documents ("Instruments of Service") prepared by Engineer in connection with the performance of its duties hereunder shall be and remain the property of Engineer. Those Instruments of Service retained by Engineer shall be recognized as the originals. Such Instruments of Service are not intended or represented to be suitable for reuse by the Client or others on any work outside of Scope or on any other project. Any reuse of Instruments of Service without written permission or adaptation by Engineer for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Engineer and subject to reasonable compensation by Client to Engineer, as determined by Engineer at its sole discretion.

ARTICLE VI
MISCELLANEOUS

Section 1. TERM. This Agreement shall become effective as of the date hereof and shall remain in effect for a period of one (1) year and shall continue from year to year thereafter, provided, however, that this Agreement may be terminated at any time during the term hereof by either party given thirty (30) days' notice in writing to the other of its intention to terminate. Upon such termination, Client shall pay Engineer for such services as may have been performed and such expenses as may have been incurred prior to such termination.

Section 2. RETURN OF DATA. Engineer shall immediately upon expiration or termination of the Agreement return to Client all of the maps and other data furnished to Engineer by Client pursuant to this Agreement.

Section 3. APPLICABLE LAW. Unless otherwise specified, this Agreement shall be governed by the laws of the state of North Carolina.

Section 4. QUALIFIED PERSONNEL. The obligations and duties to be performed by Engineer under this Agreement shall be performed by persons qualified to perform such duties efficiently. Engineer, if Client shall so direct, shall replace any person employed by Engineer in connection with the work under this Agreement.

Section 5. COPIES OF AGREEMENT. This Agreement may be simultaneously executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

Section 6. ASSIGNMENT. The obligations of Engineer under this Agreement shall not be assigned without the approval in writing of Client.

Section 7. SEVERABILITY. Should any portion or provision of this Agreement be found to be unenforceable, all other provisions shall remain in full force and effect.

Section 8. STANDARD OF CARE. The standard of care for all professional services performed or furnished by Engineer under this Agreement will be the skill and care used by members of Engineer's profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

ATTEST:

TOWN OF BERLIN, MARYLAND
Client

Linda Bembury

By W.M. Wall

Title _____

ATTEST:

BOOTH & ASSOCIATES, INC.

Mary Matz

By [Signature]
Engineer
President

Booth & Associates

CONSULTING ENGINEERS

SAMPLE OF BILLABLE RATES

<u>Personnel Classification</u>	<u>Range of Rates</u>
Principal	\$155.00 to \$165.00 per hour
Professional Engineer	\$90.00 to \$160.00 per hour
Project Manager	\$90.00 to \$135.00 per hour
Financial Consultant	\$95.00 to \$125.00 per hour
Project Engineer	\$65.00 to \$125.00 per hour
Designer	\$65.00 to \$100.00 per hour
Engineering Technician	\$55.00 to \$100.00 per hour
CAD Operator	\$55.00 to \$80.00 per hour
Executive Secretary	\$45.00 to \$60.00 per hour

Notes:

1. Billable rate for onsite work done by Dwight Davis is agreed to be \$75 per hour through February 28, 2009.
2. The "Personnel Classifications" outlined above are for illustrative purposes only. Actual invoices contain the name of each employee who worked on a specific project for the invoice period.
3. Expenses are invoiced at actual cost with no adders or as outlined on the following page.
4. Individual employees' classification and billable rates are available upon request.
5. Overtime rates for non-exempt employees will be one and one-half times the rate shown.
6. Billable rates are subject to change annually on July 1.

COMPUTER CHARGES

Program Running Time

CAD System	\$ 25.00 per hour
Computer Software	\$ 20.00 per hour
Computer Scans	\$ 5.00 each

PRINTING CHARGES

B. W. Prints	\$ 0.15 per sq. ft.
Laser Prints	\$ 0.15 each
CAD Plotter	\$ 8.00 per sheet
Color Plots	\$14.00 per sheet
Xerox Copies	\$ 0.10 each
Engineering Reduction Drawings	\$ 0.75 per sq. ft.
Color Copies	\$ 1.50 each

EQUIPMENT USE

Automobile	IRS Approved Rate
Relay Test Equipment-MULTI-AMP PULSAR	
Differential Relays	\$ 500.00 per day
Overcurrent Relays	\$ 250.00 per day
Total Surveying Station	\$ 100.00 per day
GPS	\$ 70.00 per day
Electronic Distance Meter	\$ 50.00 per day
Laser Gun	\$ 27.00 per day
Multiamp Phase Angle Meter	\$ 50.00 per day
Earth Ground System Tester	\$ 90.00 per day
Megohmmeter	\$ 90.00 per day
Dranetz Polymeter	\$ 50.00 per day
Fluke Scopemeter	\$ 100.00 per day

OTHER EXPENSES

Including: Subsistence, rooms, air fare, rental vehicles, and all other directly associated expenses are billed at the actual cost associated therewith with no adders.

Rep: Sam Card
Rep Direct: 410-208-3933 x3590
Rep e-mail: scard@cards-tech.com



Quote #: 005362

Version: 1

Date: 06/01/2020

Expiration Date: 07/01/2020

FY21 Agreement

Prepared for

Town of Berlin



Prepared for:

Town of Berlin
10 Williams Street
Berlin, MD 21811
Mary Bohlen
(410) 641-4314
mbohlen@berlinmd.gov

Prepared by:



Cards Technology
Sam Card
410-208-3933 x3590
Fax 410-208-3996
scard@cards-tech.com

Quote Information:

Quote #: 005362
Version: 1
Date: 06/01/2020
Expires: 07/01/2020

Cards Agreements

Description		Recurring	Qty	Ext. Recurring
Cards Continuity - Monthly Fee (3000GB Service)		\$390.00	1	\$390.00



Cards Agreements

Description		Recurring	Qty	Ext. Recurring
Cards Complete Agreement  ===== Formal Service Level Agreement for Support Requests Vendor Management / Single Point of Contact Installation of Replacement PCs/Accessories Management of any Cards Provided Products/Services (Cards Continuity, Office365, etc.) LOB Application Updates & Maintenance Warranty Part Ordering & Temporary Replacement Parts 24x7x365 Monitoring Services -Server Stability and Performance -Workstation Performance -Network Device Monitoring -ISP & Connectivity Monitoring -Disk Space Alerting -Windows Event Log Alerting -Backup Job Monitoring -Automatic Restart of Failed Services -Automated Fixes & Scripts Microsoft Patch Management Anti-Virus Subscription, Updates, Management Advanced Malware Protection & DNS Filtering Off-Site SPAM Filtering Subscription & E-Mail Continuity Email Signature Management Office 365 Backup (Email, OneDrive, SharePoint) Dark Web Research & Alerting Software Licensing Compliance Automated Routine Workstation & Server Maintenance (defrags, clean-ups, etc.) Proactive Network Administration Business Review Calls and Meetings Executive & Service Reports Online Client Portal Recovery of Server In Event of Complete Disaster Loaner Desktop Computers & Servers		\$2,800.00	1	\$2,800.00
Monthly Subtotal:				\$3,190.00

Advanced Security

Description		Recurring	Qty	Ext. Recurring
Cards Breach Prevention Platform 21-100 Users 		\$0.00	1	\$0.00
Cards Password Management 21-100 Users 		\$0.00	1	\$0.00



Advanced Security

Description	Recurring	Qty	Ext. Recurring
Monthly Subtotal:			\$0.00

Town of Berlin

Signature: _____

Name: Mary Bohlen

Title: _____

Date: _____



CARDS TECHNOLOGY MASTER SERVICES AGREEMENT

This Master Services Agreement (this “Agreement”) is between **Card’s Computers, Inc. d/b/a Cards Technology**, a Maryland corporation with offices located at 11004 Manklin Meadows Lane, Unit 1, Ocean Pines, Maryland 21811 (“**us**”, “**our**”, “**we**” or “**Cards**”), and you, **Town of Berlin** (“**you**”, “**your**” or “**Client**”). This Agreement is effective as of the date indicated in the signature block below (“Effective Date”).

1) SCOPE OF SERVICES; SOW. This is a master agreement that governs all services that we perform, as well as any licenses or products that we sell or re-sell to you (collectively, the “Services”). The Services will be described in one or more orders, proposals, and/or statements of work that we provide to you (each, a “SOW”). Once you and we mutually agree to a SOW (either by signing it or by electronic acceptance), the SOW will be governed under this Agreement. If there is a material difference between the language in a SOW and the language in this Agreement, then the language of the SOW will control, except in situations involving warranties, limitations of liability, or termination of this Agreement. Under those limited circumstances, the terms of this Agreement will control unless the SOW expressly states that it is overriding the conflicting provisions of this Agreement.

2) GENERAL REQUIREMENTS.

a) *System.* For the purposes of this Agreement, “Environment” means, collectively, the portion of any computer network, computer system, peripheral or device that we install, maintain, monitor, or operate pursuant to a SOW. The scope of a SOW, and the fees charged under a SOW, are generally determined by the configuration of the Environment as of the date that the SOW is signed. Therefore, to avoid a delay or negative impact on our provision of the Services, and to mitigate against certain potential costs involved in correcting Client-originated issues, you agree to refrain from modifying or moving the Environment, or installing software on the Environment, unless we expressly authorize such activity.

b) *Requirements.* At all times, all software in the Environment must be genuine and licensed, and you agree to provide us with proof of such licensing upon our request. If we require you to implement certain minimum hardware or software requirements in a SOW (“Minimum Requirements”), you agree to do so as an ongoing requirement of us providing our Services to you.

c) *Maintenance; Updates.* If patches and other software-related maintenance updates (“Updates”) are provided under a SOW, we will install the Updates only if we have determined, in our reasonable discretion, that the Updates will be compatible with the configuration of the System and materially beneficial to the features or functionality of the affected software or hardware. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Update.

d) *Third Party Support.* If in Cards’ discretion a hardware or software issue requires vendor or OEM support, we may contact the vendor or OEM (as applicable) on your behalf and pass through to you all fees and costs associated with that process. If such fees or costs are anticipated in advance or exceed \$150, we will obtain your permission before incurring such expenses on your behalf unless exigent circumstances require us to act otherwise.

e) *Advice; Instructions.* From time to time, we may provide you with specific advice and directions related to the Services. (For example, our advice or directions may include increasing server or hard drive capacity or replacing obsolete equipment.) You are strongly advised to promptly follow our advice which, depending on the situation, may require you to make additional purchases or investments in the Environment at your sole cost. We are not responsible for any problems or issues (such as downtime or security-related issues) caused by your failure to promptly follow our advice. If, in our discretion, your failure to follow or implement our advice renders part or all of the Services economically or technically unreasonable to provide, then we may terminate the applicable SOW for cause by providing



notice of termination to you. Unless specifically and expressly stated in a SOW, any services required to remediate issues caused by your failure to follow our advice or directions, or your unauthorized modification of the System, as well as any services required to bring the Environment up to or maintain the Minimum Requirements, are out-of-scope and not covered under any SOW.

f) *Prioritization.* All Services will be performed on a schedule, and in a prioritized manner, as we determine reasonable and necessary.

g) *Authorized Contact(s).* Cards will be entitled to rely on any directions or consent provided to Cards by your staff, personnel, or representatives (“Authorized Contacts”). If you desire to limit the number of Authorized Contact(s) or specify specific people to be your Authorized Contacts, you must notify us of these circumstances in writing and such notices will be effective three (3) business days thereafter.

h) *Insurance.* If you are supplied with Cards Equipment (defined below), you agree to acquire and maintain, at your sole cost, insurance for the full replacement value of that equipment. Cards must be listed as an additional insured on any policy acquired and maintained by you under this Agreement, and the policy will not be canceled or modified during the term of the applicable SOW without prior notification to Cards. Upon our request, you agree to provide proof of insurance to us, including proof of payment of any applicable premiums or other amounts due under the insurance policy.

3) **FEES; PAYMENT.** You agree to pay the fees described in each SOW. If the SOW does not include a fee schedule, then you agree to pay us on an hourly basis pursuant to our then-current standard hourly rate schedule.

a) *Schedule.* Unless otherwise stated in a SOW, all undisputed fees will be due and payable in advance of the provision of the Services. If applicable, payments made by ACH will be deducted from your designated bank account on the first business day of the month in which the Services are to be provided.

b) *Nonpayment.* Fees that remain unpaid for more than thirty (30) days after the date on the invoice will be subject to interest on the unpaid amount(s) until and including the date payment is received, at the lower of either 1% per month or the maximum allowable rate of interest permitted by applicable law. We reserve the right, but not the obligation, to suspend part or all of the Services without prior notice to you in the event that any portion of undisputed fees are not timely received by us, and monthly or recurring charges shall continue to accrue during any period of suspension. Notice of disputes related to fees must be received by us within sixty (60) days after the applicable Service is rendered or the date on which you pay an invoice, whichever is later; otherwise, you waive your right to dispute the fee thereafter. A re-connect fee may be charged to you if we suspend the Services due to your nonpayment. Time is of the essence in the performance of all payment obligations by you.

4) **ACCESS.** You hereby grant to Cards the right to monitor, diagnose, manipulate, communicate with, retrieve information from, and otherwise access the Environment, on a 24x7x365 basis, for the purpose of enabling us to provide the Services. It is your responsibility to secure, at your own cost and prior to the commencement of any Services, any necessary rights of entry, licenses (including software licenses), permits or other permissions necessary for us to provide Services to the Environment and, if applicable, at your designated premises, both physically and virtually. Proper and safe environmental conditions must be provided and assured by you at all times. Our personnel will not be required to engage in any activity or provide any Services under conditions that pose or may pose a safety or health concern, or that would require extraordinary or non-industry standard efforts to achieve.

5) **LIMITED WARRANTIES; LIMITATIONS OF LIABILITY.**

a) *Hardware / Software Purchased Through Cards.* Unless otherwise stated in a SOW, all hardware, software,



peripherals or accessories purchased through Cards (“Third Party Products”) are nonrefundable once the applicable product is received from the product’s manufacturer. We will use reasonable efforts to assign, transfer and facilitate all warranties (if any) and third party service level commitments (if any) for the Third Party Products to you, but will have no liability whatsoever for the quality, functionality or operability of any Third Party Products, and we will not be held liable as an insurer or guarantor of the performance, uptime or usefulness of any Third Party Products. Unless otherwise expressly stated in a SOW, all Third Party Products are provided “as is” and without any warranty whatsoever as between Cards and you (including but not limited to implied warranties).

b) *Liability Limitations.* This paragraph limits the liabilities arising under this Agreement or any SOW and is a bargained-for and material part of this Agreement. You acknowledge and agree that Cards would not enter into this Agreement unless it could rely on the limitations described in this paragraph. In no event shall either party be liable for any indirect, special, exemplary, consequential, or punitive damages, such as lost revenue, loss of profits (except for fees due and owing to Cards), savings, or other indirect or contingent event-based economic loss arising out of or in connection with this Agreement, any SOW, or the Services, or for any loss or interruption of data, technology or services, or for any breach hereof or for any damages caused by any delay in furnishing Services under this Agreement or any SOW, even if a party has been advised of the possibility of such damages; however, reasonable attorneys’ fees awarded to a prevailing party (as described below) shall not be limited by the foregoing limitation. Except for your payment obligations, indemnification obligations, and payment of attorneys’ fees (as described elsewhere in this Agreement), a responsible party’s (“Responsible Party’s”) aggregate liability to the other party (“Aggrieved Party”) for damages from any and all claims or causes whatsoever, and regardless of the form of any such action(s), that arise from or relate to this Agreement (collectively, “Claims”), whether in contract, tort, indemnification, or negligence, shall be limited solely to the amount of the Aggrieved Party’s actual and direct damages, not to exceed the amount of fees paid by you (excluding hard costs for licenses, hardware, etc.) to Cards for the specific Service upon which the applicable claim(s) is/are based during the six (6) month period immediately prior to the date on which the cause of action accrued. The foregoing limitations shall not apply to the extent that the Claims are caused by a Responsible Party’s willful or intentional misconduct, or gross negligence. Similarly, a Responsible Party’s liability obligation shall be reduced to the extent that a Claim is caused by, or the result of, the Aggrieved Party’s willful or intentional misconduct, or gross negligence.

6) **INDEMNIFICATION.** Each party (an “Indemnifying Party”) agrees to indemnify, defend and hold the other party (an “Indemnified Party”) harmless from and against any and all losses, damages, costs, expenses or liabilities, including reasonable attorneys’ fees, (collectively, “Damages”) that arise from, or are related to, the Indemnifying Party’s breach of this Agreement. The Indemnified Party will have the right, but not the obligation, to control the intake, defense and disposition of any claim or cause of action for which indemnity may be sought under this section. The Indemnifying Party shall be permitted to have counsel of its choosing participate in the defense of the applicable claim(s); however, (i) such counsel shall be retained at the Indemnifying Party’s sole cost, and (ii) the Indemnified Party’s counsel shall be the ultimate determiner of the strategy and defense of the claim(s) for which indemnity is provided. No claim for which indemnity is sought by an Indemnified Party will be settled without the Indemnifying Party’s prior written consent, which shall not be unreasonably delayed or withheld.

7) **TERM; TERMINATION.** This Agreement begins on the Effective Date and continues until terminated as described in this Agreement. Each SOW will have its own term and will be terminated only as provided herein, unless otherwise expressly stated in the applicable SOW. The termination of one SOW will not, by itself, cause the termination of (or otherwise impact) this Agreement or the status or progress of any other SOW between the parties.

a) *Termination Without Cause.* Unless otherwise agreed by the parties in writing or otherwise permitted under this Agreement, no party will terminate this Agreement without cause if, on the date of termination, a SOW is in progress. In addition, no party will terminate a SOW without cause prior to the SOW’s natural expiration date. Notwithstanding the foregoing, if Cards decides to cease providing a service to all of its clients generally, then Cards may terminate an



applicable SOW without cause by providing no less than one hundred and twenty (120) days prior written notice to you. If you terminate a SOW without cause and without Cards' consent, then you will be responsible for paying the termination fee described in Section 7(b), below. If no SOW is in progress, then either party may terminate this Agreement without cause by providing the other party with five (5) days prior written notice.

b) *Termination For Cause.* In the event that one party (a "Defaulting Party") commits a material breach under a SOW or under this Agreement, the non-Defaulting Party will have the right, but not the obligation, to terminate immediately this Agreement or the relevant SOW (a "For Cause" termination) provided that (i) the non-Defaulting Party has notified the Defaulting Party of the specific details of the breach in writing, and (ii) the Defaulting Party has not cured the default within twenty (20) days (ten (10) days for non-payment by Client) following receipt of written notice of breach from the non-Defaulting Party. If Cards terminates this Agreement or any SOW For Cause, or if you terminate any SOW without cause prior to such SOW's expiration date, then Cards shall be entitled to receive, and you hereby agree to pay to us, all amounts that would have been paid to Cards had this Agreement or SOW (as applicable) remained in effect. If you terminate this Agreement or a SOW For Cause (defined below), then you will be responsible for paying only for those Services that were properly delivered and accepted by you up to the effective date of termination.

c) *Client Activity As A Basis for Termination.* In the event that (i) any Client-supplied equipment, hardware or software, or any action undertaken by you, causes the Environment or any part of the Environment to malfunction consequently requiring remediation by Cards on three (3) occasions or more ("System Malfunction"), and if under those circumstances, you fail to remedy, repair, or replace the System Malfunction as directed by us (or you fail to cease the activity causing the System Malfunction, as applicable), or (ii) you or any of your staff, personnel, contractors, or representatives engage in any unacceptable act or behavior that renders it impracticable, imprudent, or unreasonable to provide the Services to you, then Cards will have the right, upon ten (10) days prior written notice to you, to terminate this Agreement or the applicable SOW For Cause or, at our discretion and if applicable, amend the applicable SOW to eliminate from coverage any System Malfunction or any equipment or software causing the System Malfunction.

d) *Consent.* You and we may mutually consent, in writing, to terminate a SOW or this Agreement at any time.

e) *Equipment / Software Removal.* Upon termination of this Agreement or applicable SOW for any reason, you will provide us with access, during normal business hours, to your premises or any other locations at which Cards-owned or Cards-licensed equipment or software (collectively, "Cards Equipment") is located to enable us to remove all Cards Equipment from the premises. If you fail or refuse to grant us access as described herein, or if any of the Cards Equipment is missing, broken or damaged (normal wear and tear excepted) or any of Cards-supplied software is missing, we will have the right to invoice you for, and you hereby agree to pay immediately, the full replacement value of any and all missing or damaged items.

f) *Repayment of Discounted Fees.* If you are provided with a price discount under a SOW based on your commitment to retain our Services for a minimum term and if, under that scenario, we terminate the SOW for cause or you terminate the SOW without cause, then in addition to any other remedy available to us, you agree to immediately pay us the difference between the discounted rates and the non-discounted rates under that SOW, calculated from the effective date of the SOW through the date of termination.

g) *Transition; Deletion of Data.* In the event that you request our assistance to transition away from our Services, we will provide such assistance if (i) all fees due and owing to us are paid to us in full prior to us providing our assistance to you, and (ii) you agree to pay our then-current hourly rate for such assistance, with up-front amounts to be paid to us as we may require. For the purposes of clarity, it is understood and agreed that the retrieval and provision of passwords, log files, administrative information, or conversion of data are transition services, and are subject to the preceding requirements. Unless we expressly agree otherwise in writing, backed up data that is returned to Client pursuant to our transition services will be limited to Client's data only; Cards' proprietary scripts used in the backup process/solution, as well as related



methodologies, strategies, and know-how is owned by Cards and will not be transferred or revealed to Client. Unless otherwise expressly stated in a SOW, we will have no obligation to store or maintain any Client data in our possession or following the termination of this Agreement. We will be held harmless for, and indemnified by you against, any and all claims, costs, fees, or expenses incurred by either party that arise from, or are related to, our deletion of your data beyond the time frames described in this Section 7(g).

8) **RESPONSE; REPORTING.**

a) *Response.* We warrant and represent that we will provide the Services, and respond to any notification received by us of any error, outage, alarm or alert pertaining to the System, in the manner and within the time period(s) designated in an applicable SOW (“Response Time”), except for (i) those periods of time covered under the Onboarding Exception (defined below), or (ii) periods of delay caused by Client-Side Downtime (defined below), Vendor-Side Downtime (defined below) or (iii) periods in which we are required to suspend the Services to protect the security or integrity of your System or our equipment or network, or (iv) delays caused by a force majeure event.

i) Scheduled Downtime. For the purposes of this Agreement, Scheduled Downtime will mean those hours, as determined by us but which will not occur between the hours of 8:30 AM and 5:00 PM EST (or EDT, as applicable), Monday through Friday without your authorization or unless exigent circumstances exist, during which time we will perform scheduled maintenance or adjustments to our network. We will use our best efforts to provide you with at least twenty-four (24) hours of notice prior to scheduling Scheduled Downtime.

ii) Client-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by your actions or omissions (“Client-Side Downtime”).

iii) Vendor-Side Downtime. We will not be responsible under any circumstances for any delays or deficiencies in the provision of, or access to, the Services to the extent that such delays or deficiencies are caused by third party service providers, third party licensors, or “upstream” service or product vendors.

iv) Remedies; Limitations. Except for the Onboarding Exception, if we fail to meet our service level commitment in a given calendar month and if, under such circumstances, our failure is not due to your activities, omissions, or inactivity, then upon receiving your written request for credit, we will issue you a pro-rated credit in an amount equal to the period of time of the outage and/or service failure. All requests for credit must be made by you no later than forty-five (45) days after you either (i) report the outage or service failure to us, or (ii) if applicable, receive a monthly report showing the outage and/or failure. The remedies contained in this paragraph and in Section 7(b) are in lieu of (and are to the exclusion of) any and all other remedies that might otherwise be available to you for our failure to meet any service level commitment during the term of this Agreement.

b) *Onboarding Exception.* You acknowledge and agree that for the first thirty (30) days following the commencement date of a SOW, the Response Time commitments described in this Agreement will not apply to us, it being understood that there may be unanticipated downtime or delays due to our initial startup activities with you (the “Onboarding Exception”).

9) **CONFIDENTIALITY.**

a) *Defined.* For the purposes of this Agreement, Confidential Information means any and all non-public information provided to us by you, including but not limited to your customer data, customer lists, internal documents, and related information. Confidential Information will not include information that: (i) has become part of the public domain through no act or omission of Cards, (ii) was developed independently by us, or (iii) is or was lawfully and independently provided



to us prior to disclosure by you, from a third party who is not and was not subject to an obligation of confidentiality or otherwise prohibited from transmitting such information.

b) *Use.* We will keep your Confidential Information confidential, and will not use or disclose such information to any third party for any purpose except (i) as expressly authorized by you in writing, or (ii) as needed to fulfill our obligations under this Agreement.

c) *Due Care.* We will exercise the same degree of care with respect to the Confidential Information we receive from you as we normally take to safeguard and preserve our own confidential and proprietary information, which in all cases will be at least a commercially reasonable level of care.

d) *Compelled Disclosure.* If we are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information, we will immediately notify you in writing of such requirement so that you may seek a protective order or other appropriate remedy and/or waive our compliance with the provisions of this Section 9. We will use its best efforts, at your expense, to obtain or assist you in obtaining any such protective order. Failing the entry of a protective order or the receipt of a waiver hereunder, we may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that we have been advised, by written opinion from our counsel, that we are legally compelled to disclose.

10) ADDITIONAL TERMS; THIRD PARTYSERVICES.

a) *EULAs.* Portions of the Services may require you to accept the terms of one or more third party end user license agreements (“EULAs”). If the acceptance of a EULA is required in order to provide the Services to you, then you hereby grant us permission to accept the EULA on your behalf. EULAs may contain service levels, warranties and/or liability limitations that are different than those contained in this Agreement. You agree to be bound by the terms of such EULAs, and will look only to the applicable third party provider for the enforcement of the terms of such EULAs. If, while providing the Services, we are required to comply with a third-party EULA and the third party EULA is modified or amended, we reserve the right to modify or amend any applicable SOW with you to ensure our continued compliance with the terms of the third party EULA.

b) *Third Party Services.* Portions of the Services may be acquired from, or rely upon the services of, third party manufacturers or providers, such as data hosting services, domain registration services, and data backup/recovery services (“Third Party Services”). Not all Third Party Services may be expressly identified as such in a SOW, and at all times we reserve the right to utilize the services of any third party provider or to change third party providers in its sole discretion as long as the change does not materially diminish the Services to be provided to you under a SOW. We will not be responsible, and will be held harmless by you, for the failure of any third-party provider or manufacturer to provide Third Party Services to Cards or to you.

c) *Data Loss.* Under no circumstances will we be responsible for any data lost, corrupted or rendered unreadable due to (i) communication and/or transmissions errors or related failures, (ii) equipment failures (including but not limited to silent hardware corruption-related issues), or (iii) our failure to backup or secure data from portions of the System that were not expressly designated in the applicable SOW as requiring backup or recovery services. Unless expressly stated in a SOW, we do not warrant or guarantee that any maintained storage device or functionality, data backup device or functionality, or load balancing functionality will operate in an error-free manner.

d) *BYOD.* Depending on the Service being provided, portable devices or devices that intermittently connect to the Environment may not receive or benefit from the Services while the devices are detached from or unconnected to the Environment.



e) *Backups.* Depending on the backup service provided to you under a SOW (if any), we may utilize proprietary algorithms, scripts, and related software to implement the backup solution (“Proprietary Software”). You are the owner of your data; we are the owner of the Proprietary Software. You shall not use or copy the Proprietary Software without our prior written consent.

11) OWNERSHIP. Each party is, and will remain, the owner and/or licensor of all works of authorship, patents, trademarks, copyrights and other intellectual property owned or licensed by such party (“Intellectual Property”), and nothing in this Agreement or any SOW shall be deemed to convey or grant any ownership rights or goodwill in one party’s Intellectual Property to the other party.

12) ARBITRATION. Any dispute, claim or controversy arising from or related to this Agreement, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration before one arbitrator to be mutually agreed upon by the parties. The arbitration shall be administered and conducted by JAMS pursuant to its Streamlined Arbitration Rules and Procedures (the “Rules”). In the event of any inconsistency between the Rules and the procedures set forth below, the procedures set forth below will control. The arbitrator will be experienced in contract, intellectual property and information technology transactions. If the parties cannot agree on an arbitrator within fifteen (15) days after a demand for arbitration is filed, JAMS shall select the arbitrator. The arbitration shall take place in Ocean Pines, Maryland. The arbitrator shall determine the scope of discovery in the matter, however, it is the intent of the parties that any discovery proceedings be limited to the specific issues in the applicable matter, and that discovery be tailored to fulfill that intent. The cost of the arbitration shall be split evenly between the parties; however, the party prevailing in the arbitration shall be entitled to an award of its reasonable attorneys’ fees and costs.

13) MISCELLANEOUS.

a) *Disclosure.* You warrant and represent that you know of no law or regulation governing your business that would impede or restrict our provision of the Services, or that would require us to register with, or report our provision of the Services (or the results thereof), to any government or regulatory authority. You agree to promptly notify us if you become subject to any of the foregoing which, in our discretion, may require a modification to the scope or pricing of the Services.

b) *Security.* You understand and agree that no security solution is one hundred percent effective, and any security paradigm may be circumvented and/or rendered ineffective by certain malware, such as certain ransomware or rootkits that were unknown to the malware prevention industry at the time of infection, and/or which are purposely or intentionally downloaded or installed onto your System. We do not warrant or guarantee that all malware will be capable of being detected, avoided, quarantined or removed, or that any data deleted, corrupted, or encrypted by such malware (“Impacted Data”) will be recoverable. Unless otherwise expressly stated in a SOW, the recovery of Impacted Data is not included in the scope of a SOW. You are strongly advised to obtain insurance against cyberattacks, data loss, malware-related matters, and privacy-related breaches, as such incidents can occur even under a “best practice” scenario. As described in Section 5 above, unless such incidents are caused by our intentionally malicious behavior or our gross negligence, we are held harmless from any costs, expenses, or damages arising from or related to such incidents.

c) *Compliance.* Unless otherwise expressly stated in a SOW, the Services are not intended, and will not be used, to bring Client into full regulatory compliance with any rule, regulation, or requirement that may be applicable to Client’s business or operations. Depending on the Services provided, the Services may aid Client’s efforts to fulfill regulatory compliance; however, the Services are not (and should not be used as) a compliance solution.

d) *Assignment.* Neither this Agreement nor any SOW may be assigned or transferred by a party without the prior written consent of the other party. This Agreement will be binding upon and inure to the benefit of the parties hereto, their legal representatives, and permitted successors and assigns. Notwithstanding the foregoing, we may assign our rights and obligations hereunder to a successor in ownership in connection with any merger, consolidation, or sale of substantially all



of the assets of our business, or any other transaction in which ownership of more than fifty percent (50%) of our voting securities are transferred; provided, however, that such assignee expressly assumes our obligations hereunder.

e) *Amendment.* Unless otherwise expressly permitted under this Agreement, no amendment or modification of this Agreement or any SOW will be valid or binding upon the parties unless such amendment or modification is originated in writing by Cards, specifically refers to this Agreement or the SOW being amended, and is accepted in writing by one of your Authorized Contacts.

f) *Time Limitations.* The parties mutually agree that, unless otherwise prohibited by law, any action for any matter arising out of this Agreement or any SOW (except for issues of nonpayment by Client) must be commenced within six (6) months after the cause of action accrues or the action is forever barred.

g) *Severability.* If any provision hereof or any SOW is declared invalid by a court of competent jurisdiction, such provision will be ineffective only to the extent of such invalidity, illegibility or unenforceability so that the remainder of that provision and all remaining provisions of this Agreement or any SOW will be valid and enforceable to the fullest extent permitted by applicable law.

h) *Other Terms.* We will not be bound by any terms or conditions printed on any purchase order, invoice, memorandum, or other written communication supplied by you unless such terms or conditions are incorporated into a duly executed SOW, or unless we have expressly acknowledged the other terms and, thereafter, expressly and specifically accepted such other terms in writing.

i) *No Waiver.* The failure of either party to enforce or insist upon compliance with any of the terms and conditions of this Agreement, the temporary or recurring waiver of any term or condition of this Agreement, or the granting of an extension of the time for performance, will not constitute an Agreement to waive such terms with respect to any other occurrences.

j) *Merger.* This Agreement, together with any and all SOWs, sets forth the entire understanding of the parties and supersedes any and all prior agreements, arrangements or understandings related to the Services, and no representation, promise, inducement or statement of intention has been made by either party which is not embodied herein. Any document that is not expressly and specifically incorporated into this Agreement or SOW will act only to provide illustrations or descriptions of Services to be provided and will not modify this Agreement or provide binding contractual language between the parties. We will not be bound by any of our agents' or employees' representations, promises or inducements if they are not explicitly set forth in this Agreement.

k) *Force Majeure.* Neither party will be liable to the other party for delays or failures to perform its obligations under this Agreement or any SOW because of circumstances beyond such party's reasonable control. Such circumstances include, but will not be limited to, any intentional or negligent act committed by the other party, or any acts or omissions of any governmental authority, natural disaster, act of a public enemy, acts of terrorism, riot, sabotage, disputes or differences with workmen, power failure, communications delays/outages, delays in transportation or deliveries of supplies or materials, cyberwarfare, cyberterrorism, or hacking, malware or virus-related incidents that circumvent then-current anti-virus or anti-malware software, and acts of God.

l) *Non-Solicitation.* Each party acknowledges and agrees that during the term of this Agreement and for a period of one (1) year following the termination of this Agreement, that party will not, individually or in conjunction with others, directly or indirectly solicit, induce or influence any of the other party's employees or subcontractors to discontinue or reduce the scope of their business relationship with the other party, or recruit, solicit or otherwise influence any employee or contractor of the other party to discontinue his/her employment or agency relationship with the other party. In the event of a violation of the terms of the restrictive covenants in this Section 13(k), the parties acknowledge and agree that the



damages to the other party would be difficult or impracticable to determine, and in such event, the defaulting party will pay the other party as liquidated damages and not as a penalty an amount equal to fifty percent (50%) percent of that employee or subcontractor's first year of base salary with the defaulting party (including any signing bonus). In addition to and without limitation of the foregoing, any solicitation or attempted solicitation for employment directed to a party's employees by the other party will be deemed to be a material breach of this Agreement, in which event the affected party shall have the right, but not the obligation, to terminate this Agreement or any then-current SOW immediately For Cause.

m) *Survival.* The provisions contained in this Agreement that by their context are intended to survive termination or expiration of this Agreement will survive. If any provision in this Agreement is deemed unenforceable by operation of law, then that provision shall be excised from this Agreement and the balance of this Agreement shall be enforced in full.

n) *Governing Law; Venue.* This Agreement and any SOW will be governed by, and construed according to, the laws of the state of Maryland. You hereby irrevocably consent to the exclusive jurisdiction and venue of Worcester County, Maryland for any and all claims and causes of action arising from or related to this Agreement.

o) *No Third Party Beneficiaries.* The Parties have entered into this Agreement solely for their own benefit. They intend no third party to be able to rely upon or enforce this Agreement or any part of this Agreement.

p) *Usage in Trade.* It is understood and agreed that no usage of trade or other regular practice or method of dealing between the Parties to this Agreement will be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

q) *Business Day.* If any time period set forth in this Agreement expires on a day other than a business day in Worcester County, Maryland, such period will be extended to and through the next succeeding business day in Worcester County, Maryland.

r) *Notices; Writing Requirement.* Where any notice, amendment, or similar communication is required to be provided to a party under this Agreement, it may be sent by U.S. mail, overnight courier, or email and it will be deemed delivered three (3) business days after being deposited in the United States Mail, first class mail, certified or return receipt requested, postage prepaid, or one (1) day following delivery when sent by FedEx or other overnight courier, or one (1) day after notice is delivered by email or immediately upon being acknowledged by the recipient (whichever is earlier). Notice sent by email must be sent to the last known email address of the recipient. All electronic documents and communications between the parties will satisfy any "writing" requirement under this Agreement.

s) *Independent Contractor.* We are an independent contractor; we are not your employer, employee, partner, or affiliate.

t) *Subcontractors.* Generally, we do not utilize subcontractors to perform onsite services; however, should we elect to subcontract a portion of those services, we will guarantee the work as if we performed the subcontracted work ourselves.

u) *Data Access/Storage.* Depending on the Service provided, a portion of your data may occasionally be accessed or stored on secure servers located outside of the United States. You agree to notify us if your company requires us to modify our standard access or storage procedures.

v) *Counterparts.* The parties intend to sign, accept and deliver this Agreement, SOW or any amendment in any number of counterparts, and each of which will be deemed an original and all of which, when taken together, will be deemed to be one agreement. This Agreement, as well as any order and SOW (and any amendment to the foregoing) may be signed electronically (e.g., by digital signature and/or electronic reproduction of a handwritten signature), and the receiving party will be entitled to rely upon the apparent integrity and authenticity of the other party's signature for all purposes.
Revised: 11/1/19



Cards Technology

Signature: Samuel W Card

Name: Sam Card

Title: CEO

Date: 06/01/2020

Town of Berlin

Signature: _____

Name: Mary Bohlen

Title: _____

Date: _____



STATEMENT OF WORK – “CARDS COMPLETE”

This Statement of Work (“SOW”) is between Cards Technology (“Cards”, “we”, “us” or “our”) and you, the entity whose name and signatory appear in the signature block below (“Client”, “you” or “your”). This SOW is governed under the master services agreement (“Agreement”) between Cards and you Town of Berlin (or “Client”), which either has been signed or will be signed contemporaneously with this SOW. This SOW also incorporates the terms of the order to which this SOW is attached (the “Order”).

SCOPE OF SERVICES

The services described in the Order and below (collectively, “Services”) will be provided to you under this SOW. Services that are not specifically described in the Order or this SOW will be out of scope and will not be provided to you unless otherwise agreed to by us in writing.

Onboarding Services. Onboarding services are intended to prepare and transition the managed information technology environment for the ongoing monthly services described below. Onboarding services are comprised of:

- Initial audit to determine network readiness and functional capability
- Audit of current vendor service / warranty agreements for hardware and software
- Remediate issues (if any) discovered in assessment phase
- Complete any project work scoped separately from this SOW

If deficiencies are discovered during the onboarding services, such as outdated equipment or unlicensed software, we will bring those issues to your attention and discuss the impact of the deficiencies on our provision of the Services and provide you with options to correct the deficiencies.

Depending on what is discovered during the onboarding process, we may need to revise the scope of the Services of this SOW. (For example, we may discover additional equipment that needs to be covered, or hardware/software that needs to be replaced, etc.) If the scope of this SOW needs to be revised, you and we may agree to the revision by email or other written communication that specifically references this SOW. If you do not agree to such revisions, then we will proceed with the Services as expressly described in this SOW or, in our discretion, terminate this SOW with no further obligation from you or us, except for your payment of any services that had been provided to you up to the date of termination.

Ongoing / Recurring Services. The start date for each of the following services will be dependent upon completion of one or more Onboarding Services above and may not be provided until the dependent tasks are completed or scheduled with the Client.

Managed IT Services

The intent of the Cards Complete managed IT service is to provide the expertise required to manage your IT Environment in a responsible manner that results in a high level of uptime for your business technology, so you can focus on your business and not worry about your technology.

While this is not a complete list, these are the types of services that are typically included in the Managed IT Services scope:

- Making minor modifications to Covered Hardware and Supported Hardware (collectively, the “Environment”).
- Troubleshooting the operation of Covered Hardware and Supported Hardware.



- Providing remote, onsite, and phone/email technical support to end users and the pre-approved list of applications they use day to day, any utilized Microsoft products (Windows, Office, Internet Explorer, Server O/S, etc.), any utilized PDF Readers or Editors, Google Chrome, and any items related to the normal operation of these products.
- Working remotely or onsite with any vendors listed on the pre-approved list of vendors for the above mentioned applications, the Client's ISP(s), the Client's phone provider, the Client's copier vendor, and working with any vendors that Cards has installed hardware or software from on the Client's network (VoIP Phone Systems, NVRs, A/V Systems, Conference Solutions, Office 365, etc.).
- Working with approved vendors to obtain warranty replacement parts and return labels.
- Malware removal (within provided solution limits) from machines protected by antivirus software and recovery of server(s) or workstation(s) in the event of a disaster (NOT Acts of God).
- Installation of replacement client hardware (workstations or laptops) that takes less than an estimated 4 hours to complete. Any hardware replacement events that may take longer than this must be reviewed and approved by Cards.
- Re-termination or repair of an existing data or phone jack (no new/additional wiring or moves of existing data or phone wiring).
- Network Administration work carried out as needed by Cards in a continual effort to prevent downtime and disruption to the Client's business and reduce ticket counts.
- Business review calls and meetings and general IT consulting and advisory services as needed.

Cards offers loaner equipment in the event that hardware at Client's site needs to be replaced to restore critical services or business activities with these conditions:

- Loaner equipment may be installed in place of any existing in-service equipment if the in-service equipment is covered by an active manufacturer support and/or a warranty service plan, as well as under a Cards managed IT services statement of work.
- If warranty replacement hardware cannot be installed within one business day, and/or if leaving the defective hardware in place for more than one business day severely hinders your ability to go about your daily business, the following items are items we can install as a SINGLE loaner piece of equipment:
 - Dell Small Form Factor PC
 - Dell Server
 - Monitor
 - Keyboard or Mouse
 - Printers
 - Firewalls
 - Server and Desktop UPS Systems, Network Management Cards, Temp Sensors
 - Switches, Wireless Access Points, and Print Servers
 - Temporary Replacement Parts for PCs (hard drive, CD drive, power supply, etc.)
- Note Cards is not a "repair" facility and does not repair equipment; we rely on the manufacturer warranty to provide replacement parts for any equipment that you wish to have fixed.

Cards will provide the following solutions and management of them:

- 24x7x365 monitoring, alerting, and automatic remediation. Alerts requiring human interaction are only responded to during our business hours.
- Antivirus software and updates for every covered endpoint.
- DNS filtering software and updates for every covered endpoint.
- Email filtering software for every covered mailbox.
- Email signature management software and one template design for all covered users.



- 30 days of log storage for all covered managed firewalls.
- Dark Web research & alerting to help identify compromised/stolen credentials.
- Online support portal to submit, review, and update service tickets.
- Client access to our remote monitoring and management tool for purposes of reviewing inventory or accessing Client systems remotely.
- Backup and disaster recovery services including the required licensing, hardware, and software on protected servers and workstations. (Please note, we require the use of our BDR appliance for all managed servers).
- Backup and disaster recovery services for Office 365 Exchange email, OneDrive, and SharePoint.

Data Backup & Disaster Recovery Services – “Cards Continuity”

Cards will provide the following Backup and Disaster Recovery (“BDR”) solution for all Windows and Linux Servers that are managed under this SOW and that are running vendor-supported operating systems. Our BDR solution is fully managed and monitored to help recover data in the event of a disaster.

Service Overview:

- Installation of an onsite Network Attached Storage (“NAS”) computer that acts as a local storage device and stand-by server in the event of a server failure.
- Incremental backups of protected servers are sent to the NAS every hour Monday-Friday 8am-5pm and also several times throughout the nights and weekends.
- Files are compressed to save storage space and ensure that backup times remain short.
- The data is 256-bit encrypted and stored locally on the NAS to enable fast local restores. Only Cards and the Client have access to the encrypted data.
- The data is also 256-bit encrypted and transmitted off-site to bicoastal remote storage facilities for disaster recovery purposes.
- Full recovery of data as of the last successful off-site transfer will be available for recovery from the off-site remote storage facility in the event of a total site catastrophe, where both the NAS device and protected servers are lost or destroyed.
- The NAS unit has Loaned Equipment: a full hardware warranty and is guaranteed to be free of defects and will be repaired or replaced at no cost to the Client as long as this SOW remains in effect.
- Backup successes and failures are monitored by Cards 24x7x365 and will be notified if backups fail. Cards will take corrective action at the next time available to perform backup troubleshooting and resolution services.

Remote Storage Facility Features:

- Highly redundant storage with backup images stored at the data centers on a SAN at the primary facility and are then replicated to the secondary facility.
- Connectivity is provided by multiple providers with automatic failover capabilities.
- Facilities provide multiple fiber optic network drops for our backbone.
- Full physical security at each facility including security cameras, armed security, and key card/biometric access.
- Network is secured with high-end redundant, automatic failover firewalls.
- Fire suppression and environmental control provided.
- Automatic backup power provided by onsite generators and UPS systems.

Onsite Retention Periods:

- Base Image
- Monthly Incremental Backups (at least 1, as many as quoted storage can hold)
- Weekly Incremental Backups (the last 2 weeks)



- Daily Incremental Backups (the last 7 days)
- Hourly Incremental Backups (every hour during business hours and midnight)
- The Off-Site copy will be the last recovery point uploaded of the day.
- Cards only guarantees retrieval of the most recent recovery point sent to the backup appliance in a local recovery situation.
- Cards only guarantees retrieval of archived data sent to the off-site data center in the prior calendar day.

Routine Testing:

- Images of protected servers are verified with CRC checking to help ensure integrity.
- All protected servers undergo a test restore process, where the server is configured for virtualization in a test environment, is started, and a screenshot is taken to ensure the server booted successfully.
- Any protected servers with failed screenshot verification will be investigated and troubleshot for backup problems and resolved.

Recovery Time Objective (RTO):

- Small amounts of individual files on protected servers can typically be restored within 5 minutes of an engineer starting the restore process. Larger amounts of files or files that are larger in size can take longer.
- In the event of a server failure, the NAS typically can have a failed server running on the most recent backup image within 30 minutes. Sometimes complications can result in additional time to recovery, but every effort to recover the failed server shall be made as quickly as possible.
- Total server restores can be performed from the NAS back to a new virtual machine or bare metal server. The amount of time to perform a restore will depend on the transfer rate of the data and the environment it is being transferred within and can take up to a full business day to complete.
- Recovery-related services are subject to additional fees (see, "Fees" below).
- For an additional cost, a new NAS can be shipped from the off-site remote storage facility with the most recent image if the NAS is destroyed in a site disaster.

Loaned Equipment:

- Client agrees that the NAS unit utilized by Cards in the execution of this service shall remain the property of Cards and must be returned if requested. Client further agrees to cease the use of any technology that remains the property of Cards upon termination of this service.
- The backup chains (backed up data) on the NAS unit is not transferrable to another provider or to Client in the event of service transition. A new provider must create a fresh backup image on their own solution in the event of service transition.
- If the NAS unit is stolen, damaged, destroyed, or not returned upon termination of the services, the Client must pay Cards \$6,220.00. Client should ensure that their insurance will cover this and any other recovery costs.

License Grant:

- All Backup Appliances are embedded with proprietary software ("BDR Software"). Cards hereby grants to Client a non-exclusive, royalty free, non-transferable license, during the term of this SOW, to use the BDR Software in conjunction with the BDR-related services provided by Cards.
- Client shall not reverse engineer, de-compile or otherwise use the BDR Software in any manner not specifically authorized by Cards.

Backed-Up Data Locations

Data on the following servers and/or workstations will be backed up as described above:



- DC01
- TSERVER02
- TYLERAPPS
- TYLERDB

Office 365 data will be backed up as follows: Cards Technology utilizes a third-party service for backup and disaster recovery services for Office 365 Exchange email, OneDrive, and SharePoint data for clients who are subscribed to this backup service. Our current service provider allows for 3-4 snapshots of Client's Office 365 data each day, and stores the snapshot with no limit to retention (presently) in an alternate cloud storage environment. The retention limit of preceding snapshots is always subject to change, and Cards only guarantees retrieval of the backed-up Office 365 data within the most recent recovery point snapshot.

Data on equipment and in Office 365 that is not specifically listed above will not be backed up.

Locations Covered by Services

Services will be provided remotely unless, in our discretion, we determine that an onsite visit is required. Onsite visits will be scheduled in accordance with the priority assigned the issue and are subject to technician availability. Onsite Services will be provided to these locations:

- 10 Williams Street, Berlin, MD 21811 (Town Hall, P&Z Office)
- 309 Williams Street, Berlin, MD 21811 (Generation Plant, Public Works)
- 113 Schoolfield Street, Berlin, MD 2181 (Electric Substation)
- 14 S. Main Street, Berlin, MD 21811 (Visistor's Center)
- 9210 Bottle Branch Road, Berlin, MD 21811 (Wastewater)

Services provided at locations other than as listed above may be subject to additional travel and administrative fees.

Managed Equipment, Software, and Users

The Services will be applied to all hardware in place at the Client's locations covered by services as of the date of the Order ("Covered Hardware"). We reserve the right to audit the Covered Hardware to determine whether changes have been made to the managed Environment. We reserve the right to adjust the fees under this SOW to accommodate changes to the type and scope of Covered Hardware.

The Services will apply to the following software ("Supported Software") provided, however, that all Supported Software must, at all times, be properly licensed, and under a maintenance and support agreement from the Supported Software's manufacturer:

- Microsoft supported versions of Windows Server and business versions of Windows client O/S.
- Microsoft supported versions of Office productivity software and Microsoft Office 365
- Adobe, FoxIt, or BlueBeam PDF Software (vendor supported versions only)
- Google Chrome Web Browser (current version only), vendor supported Microsoft web browsers
- Most common business freeware applications e.g. Java, Flash, etc.
- Tyler Business Systems
- ADP Payroll
- SCHWEITZER ENGINEERING LABORATOIRES (SEL) Applications: SEL Compass, ArSElerator Quickset, ArSElerator REAL-



TIME AUTOMATION CONTROL (RTAC), ArSELeator Diagram Builder, SEL RTAC Viewer

- Metering Software Packages: Landis + Gyr 1132 Suite, GE Meter Software 5.00
- AlphaPlus Elster Software: Vision Metering, ABB Metering
- Additional Equipment Software: (POWERFLEX) SmartSet AutoCap 4400, Dynalco LogReader, ABB Applications/ABB-DPU-GPU
- Woodward Software: EasyGen, 2301 E Service Tool, Tool Kit

Number of Cards Complete Managed Users included in the Fees indicated on the attached Order: 28



Term; Termination

The Services will commence on the first date on which monthly billing begins under the Order ("Commencement Date"). We reserve the right to delay the Commencement Date until all deficiencies / revisions identified by us in the onboarding process (if any) are addressed or remediated to Cards' satisfaction.

The Services will continue for one (1) year (the "Initial Term"). After the expiration of the Initial Term, the Order and this SOW will automatically renew for contiguous one (1) year terms unless either party notifies the other of its intention to not renew no less than sixty (60) days before the end of the then-current term.

Upon the termination of the Services for any reason, you agree to pay all the various costs associated with transitioning services to a different IT services provider or in-house IT department at our then-standard T&M rates for a Cards Complete client.

All offboarding must be scheduled. To do so, please email your request to accountmanager@cards-tech.com, and we will arrange a mutually convenient offboarding date.

Assumptions / Minimum Requirements / Exclusions

The scheduling, fees and provision of the Services are based upon the following assumptions and minimum requirements listed below ("Minimum Requirements"). Please note, the Minimum Requirements may be modified as necessary by Cards if such changes are reasonably required to accommodate updated technologies or if reasonably necessary to accommodate products, software, or third party services that have been discontinued or for which support is no longer available.

- All desktop PC's and notebooks/laptops with Microsoft Windows operating systems must be running a currently supported version of Windows and have all of the latest Microsoft service packs and updates installed. Exceptions at the sole discretion of Cards can be made in writing for legacy operating systems required by line of business applications that are not up to modern standards. Services provided may be limited for these systems. "Home" versions of Windows are not supported.
- All server and desktop software must be genuine, licensed correctly, and vendor-supported. Microsoft Office software licensing must be purchased through Microsoft Office 365 or Open Value Subscriptions. No OEM versions are allowed.
- All servers must have a hardware-based RAID controller utilizing a minimum RAID level of 5 or 10, a remote access controller with KVM capability, redundant power supplies, redundant network adapters, and 10K SAS (or higher performance) hard disks.
- All server and desktop hardware and network infrastructure hardware must be commercial grade and not consumer/residential grade. Any consumer grade hardware (Linksys, D-Link, Netgear, Dell Inspiron series, etc.) will not be supported and will be excluded from this SOW.
- The Environment must have a currently licensed, up-to-date and vendor-provided antivirus solution protecting all servers, desktops, notebooks/laptops, and email transmission.
- The Environment must have a Cards Continuity BDR appliance if servers are in use.
- The Environment must have a currently licensed, WatchGuard brand firewall between the internal network and the internet with a unified threat management software subscription.
- Any internet connections must have a static IP address.
- All internetworking hardware, servers, and computers must be covered by a manufacturer warranty that provides replacement parts by the next business day via advanced replacement and/or onsite service. Any equipment that is not covered by manufacturer warranty with next business replacement parts will require the Client to replace upon hardware failure. Loaners will not be provided for such equipment.
- All internetworking hardware, servers, and computers may not exceed 3 years in age from the purchase date.



- All network devices requiring wired connectivity must have dedicated data cabling that is terminated on a patch panel and a labeled jack/outlet on the device end.
- Any wireless data traffic in the Environment must be secured with data encryption.
- Supported email systems include Microsoft Exchange Server and Microsoft Office 365. All other email systems (gmail, yahoo, comcast, personal email, etc.) will be excluded from this SOW.
- All components of the Environment plugged into electrical power should be protected by a UPS system or a Cards approved power protection hardware device. Devices that are not protected by a UPS may be subject to damage which is not covered under this SOW. Unexpected delays or downtime may also result from devices not protected by a UPS, which will be addressed on a "best efforts" basis during normal business hours, subject to technician availability.
- Recovery coverage assumes data integrity of the backups or the data stored on the backup media. We do not guarantee the integrity of the backups or the data stored on the backup media. Server restoration will be to the point of the last successful backup. If the server or its applications require additional configuration beyond the data provided by the latest backup, we will bill this work at our standard time and materials rates.
- Client must provide us with exclusive administrative privileges on all Covered Hardware and Supported Software unless we agree otherwise in writing. If administrative privileges are shared with personnel other than our staff, then we cannot be responsible for activities that occur through the Covered Hardware's administrative gateway(s).

Exclusions. Services that are not expressly described in the Order or this SOW will be out of scope and will not be provided to Client unless otherwise agreed, in writing, by Cards. Without limiting the foregoing, the following services are expressly excluded under this SOW, and if required to be performed, must be agreed upon by Cards in writing:

- The cost to bring the Environment up to the Minimum Requirements (unless otherwise noted in "Scope of Services" above).
- The cost of repairs to hardware or any supported equipment or software, or the costs to acquire parts or equipment, or shipping charges of any kind.
- Any work performed on a device that is not covered under this statement of work.
- Installing or majorly reconfiguring a server, firewall, network switch, server UPS system, wireless access points, phone system, or any other network infrastructure hardware. Major changes to the Environment are essentially not included unless agreed to in advance by Cards.
- Upgrading a server's or workstation's operating system.
- Installing a new computer station that is not replacing an existing computer station.
- Configuring a firewall to utilize SSLVPN for client connections.
- Any work performed on devices that do not run Windows, iOS, MacOS, or Android.
- Customizing of 3rd party applications, or programming (modification of software code).
- Training.
- Relocation of equipment.
- Failures due to Acts of God, building modifications, or other adverse environmental conditions or factors.
- Service/repairs made necessary by the alteration or modification of the Environment by anyone other than employees or subcontractors of Cards.
- Any services associated with transition of services to another IT services provider.
- Installing any new applications. As a Client we will have a list of preapproved applications that service is approved for. Other/new applications are not authorized unless agreed to by Cards and the Client.
- Line of business software applications (software the Client utilizes in the course of conducting business) and any related hardware at times can present problems that are not resolvable by Cards and must be resolved by the applicable line of business software vendor themselves.
- In all cases, troubleshooting and remediation services beyond level one or level two support for line of business and other third party software applications (i.e., support that requires vendor remediation, vendor upgrades or similar



resolutions) is out of the scope of this SOW.

- Support for operating systems, applications, or hardware no longer supported by the manufacturer.

Service Levels

Cards will respond to Client’s service tickets during Cards’ normal business hours of Monday-Friday, 8:30am-5:00pm except these holidays: New Years’ Eve and Day (or just the Friday/Monday closest), Good Friday, Memorial Day, 4th of July (or just the Friday/Monday closest), Labor Day, Thanksgiving Day and the following day, and Christmas Eve and Day (or just the Friday/Monday closest).

All service tickets should be submitted from the Client via Cards’ support email address (support@cards-tech.com) or by clicking the remote support agent icon that will be on the computers. All other questions that are not support matters should be directed to accountmanager@cards-tech.com. All billing questions should be directed to billing@cards-tech.com. When email and online support are not available (i.e. Client Internet connection or email server is down), Client should call the Cards’ helpdesk support line at 410-208-3933.

No matter the method of contact, in order to obtain service or speak to a technician, a ticket must be opened by the Cards’ helpdesk to begin troubleshooting. Each Client Issue will be assigned a service ticket number for tracking.

Automated monitoring is provided on an ongoing 24x7x365 basis; repair and remediation services (if applicable) will be provided only during business hours unless otherwise specifically stated in this SOW. We will endeavor to respond to problems, errors or interruptions in the provision of the Services in the timeframes described below for no less than ninety percent (90%) of service tickets. Severity levels will be determined by Cards in our reasonable discretion. All remediation services will initially be attempted remotely; Cards will provide onsite service only if remote remediation is ineffective.

Priority Level	Priority Level Description	Triage Within (Business Hours)	Triage Within (After Hours)	Resolved Within (Business Hours)	Resolved Within (After Hours)
1	Critical work stoppage issue, system down, blocking multiple employees.	12 Minutes	1 Hour	4 Business Hours	4 Hours
2	Issue disrupts productivity of multiple employees, or one employee with no reasonable workaround to the issue.	12 Minutes	N/A	8 Business Hours	N/A
3	Issue disrupts productivity of one employee, or there is a workaround to the issue.	12 Minutes	N/A	24 Business Hours	N/A
4	Issue does not disrupt				



4	Issue does not disrupt productivity or is a general technical question.	12 Minutes	N/A	173 Business Hours	N/A
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All timeframes are calculated as of the time that Cards is notified of the applicable issue / problem by Client through Cards' designated support portal, help desk, or by telephone. Notifications received in any manner other than described herein may result in a delay in the provision of remediation efforts.

In the event of an afterhours Priority 1 event, the Client must contact Cards Technology via our helpdesk support line to initiate an afterhours response. Support for any issues other than a Priority Level 1 issue outside of Cards' normal business hours will be provided at a rate of 1.5x our normal hourly service rates with a one-hour minimum charge. We will obtain your approval before billing outside of our normal rates.

Fees

The fees for the Services will be invoiced to Client as indicated in the attached Order.

Specific Increases. We reserve the right to increase the fees for the Services to accommodate (i) any agreed-upon changes in the type, frequency, or scope of the Services, and/or (ii) increases in fees and costs that we incur for third party services that we resell to you (collectively, "Specific Increases"). All Specific Increases will be reflected in the next invoice following the date on which the changes are implemented. We may also pass through to you any increases in fees and costs that we incur for third party services that we resell to you. For each additional Cards Complete Managed User added to the Environment following the date of the Order, the service fees for the Cards Complete service shall increase by \$100 per user per month.

In addition to the increases described above, Cards expressly reserves the right to increase generally the fees for the Services by giving you sixty (60) days advance written notice of such increase (a "General Increase"). If a General Increase is not due to a Specific Increase and is more than five percent (5%) of the amount charged to you in the previous twelve (12) months for the same type, frequency, and scope of Services, then you will be provided with a thirty (30) day window immediately following the increase in which you may terminate this SOW without financial penalty. If you do not terminate this SOW within the thirty (30) day window, then you will be deemed to have accepted the increase and this SOW will continue unabated.

In addition, the following fees will apply if data recovery services are requested or required by Client: In the event of a site disaster, the off-site remote storage facility allows the virtualization of protected servers for up to 30 days per year. Additional hours beyond the included amount are \$110/hour per server.

Out-of-Scope Labor Rates. Unless otherwise agreed by us in writing, out-of-scope services that we agree to provide to you will be billed to you at the following current labor rates: <https://docs.cards-tech.com/312288/docs/3881531>

Additional Terms

Anti-Virus; Anti-Malware

Our anti-virus / anti-malware solution will generally protect the Environment from becoming infected with new viruses and malware ("Viruses"); however, we do not warrant or guarantee that all Viruses and malware will be capable of being detected, avoided, or removed, or that any data erased, corrupted, or encrypted by malware will be recoverable. In order to improve security awareness, you agree that Cards or its designated third-party affiliate may transfer information about the results of processed files, information used for URL reputation determination, security risk tracking, and statistics for protection against spam and malware. Any information obtained in this manner does not and will not contain any personal or confidential information.



Breach/Cyber Security Incident Recovery

Unless otherwise expressly stated in this SOW, the scope of this SOW does not include the remediation and/or recovery from a Security Incident (defined below). Such services, if requested by you, will be provided on a time and materials basis under our then-current hourly labor rates. Given the varied number of possible Security Incidents, we cannot and do not warrant or guarantee (i) the amount of time required to remediate the effects of a Security Incident (or that recovery will be possible under all circumstances), or (ii) that all data impacted by the incident will be recoverable. For the purposes of this paragraph, a Security Incident means any unauthorized or impermissible access to or use of the Environment, or any unauthorized or impermissible disclosure of Client's confidential information (such as user names, passwords, etc.), that (i) compromises the security or privacy of the information or applications in, or the structure or integrity of, the Environment, or (ii) prevents normal access to the Environment, or impedes or disrupts the normal functions of the Environment.

Modification of Environment

Changes made to the Environment without our prior authorization or knowledge may have a substantial, negative impact on the provision and effectiveness of the Services, and may impact the fees charged under this SOW. You agree to refrain from moving, modifying, or otherwise altering any portion of the Environment without our prior knowledge or consent. For example, you agree to refrain from adding or removing hardware from the Environment, installing applications on the Environment, or modifying the configuration or log files of the Environment without our prior knowledge or consent.

Monitoring Services: Alert Services

Unless otherwise indicated in this SOW, all monitoring and alert-type services are limited to detection and notification functionalities only. Initially, the policies will be set to a baseline standard as determined by Cards; however, Client is advised to establish and/or modify the policies that correspond to Client's specific monitoring and notification needs.

Patch Management

We will keep all managed hardware and managed software current with critical patches and updates ("Patches") as those Patches are released generally by the applicable manufacturers. Patches are developed by third party vendors and, on rare occasions, may make the Environment, or portions of the Environment, unstable or cause the managed equipment or software to fail to function properly even when the Patches are installed correctly. We will not be responsible for any downtime or losses arising from or related to the installation or use of any Patch. We reserve the right, but not the obligation, to refrain from installing a Patch if we are aware of technical problems caused by a Patch, or we believe that a Patch may render the Environment, or any portion of the Environment, unstable.

Procurement

Equipment and software procured by Cards on Client's behalf ("Procured Equipment") may be covered by one or more manufacturer warranties, which will be passed through to Client to the greatest extent possible. By procuring equipment or software for Client, Cards does not make any warranties or representations regarding the quality, integrity or usefulness of the Procured Equipment. Certain equipment or software, once purchased, may not be returnable or, in certain cases, may be subject to third party return policies and/or re-stocking fees, all of which shall be Client's responsibility in the event that a return of the Procured Equipment is requested. Cards is not a warranty service or repair center. Cards will facilitate the return or warranty repair of Procured Equipment; however, Client understands and agrees that the return or warranty repair of Procured Equipment is governed by the terms of the warranties (if any) governing the applicable Procured Equipment, for which Cards will be held harmless. New equipment or software that Cards offers but was not purchased by the Client through Cards may be subject to out of scope T&M rates and/or being excluded from this SOW. New items that a Client wants to install in the Environment must be discussed with Cards before proceeding.

Remediation



Unless otherwise provided in this SOW, remediation services will be provided in accordance with the recommended practices of the managed services industry. Client understands and agrees that remediation services are not intended to be, and will not be, a warranty or guarantee of the functionality of the Environment, or a service plan for the repair of any particular piece of managed hardware or software.

Unsupported Configuration Elements Or Services

If you request a configuration element (hardware or software) or hosting service in a manner that is not customary at Cards, does not follow typical industry best practices, or that is in "end of life" or "end of support" status, we may designate the element or service as "unsupported," "non-standard," "best efforts," "reasonable endeavor," "one-off," "EOL," "end of support," or with like term in the service description (an "Unsupported Service"). We make no representation or warranty whatsoever regarding any Unsupported Service, and you agree that we will not be liable for any loss or damage arising from the provision of an Unsupported Service. Deployment and service level guarantees shall not apply to any Unsupported Service.

Cards Technology

Town of Berlin

Signature: 
Name: Sam Card
Title: CEO
Date: 06/01/2020

Signature: _____
Name: Mary Bohlen
Title: _____
Date: _____

June 7, 2018

Town of Berlin
10 William Street
Berlin, Maryland 21811

Michael R. Wigley, AIA, LEED AP
W. Zachary Crouch, P.E.
Michael E. Wheelerton, AIA
Jason P. Loar, P.E.
Ring W. Lardner, P.E.

ATTN: Ms. Laura Allen
Town Administrator

RE: Proposal and Scope of Services for On-Call Engineering Services
Town of Berlin, Maryland
DBF # P0050A17.026

Dear Ms. Allen:

Based on our discussions with the Town, it is our understanding that the Town desires an updated scope of work for on-call professional engineering services provided by Davis, Bowen & Friedel, Inc. (DBF). We are pleased to offer the following Scope of Services for on-call planning, evaluations, design, permitting, construction administration, inspection, and GIS engineering services, associated with proposed infrastructure and development projects in Berlin, MD. The typical services described herein are offered and provided as requested by the Town, on an ongoing basis, but the Town is in no way limited by this scope.

PLANNING AND EVALUATION SERVICES

DBF provides planning and preliminary engineering evaluation services affecting the Town's infrastructure systems. These services could include any work that might impact Town infrastructure or facilities. Services for the drinking water systems would include the evaluation of the water supply, treatment, distribution, storage tanks, water modeling, and fire protection systems. Services for sanitary sewer systems would include the evaluation of sewer collection, transmission, sewer modeling, and wastewater treatment and disposal systems. Services for roadway evaluations would include assessments of roadway asphalt, subgrade, pedestrian facilities, sidewalks, ramps, curb & gutter, entrances, and storm-drainage systems. Each of these systems could be evaluated to determine the condition of the existing infrastructure, or evaluated for adequacy for anticipated growth produced by proposed development.

Infrastructure evaluations would typically include capacity analysis, solution options, budgetary cost estimates, and recommendations for the proposed improvements. DBF also assists with preparation of developer agreements, public works agreements, annexation agreements, EDU allocations, planning services, and funding acquisition assistance.

DBF has worked with the Town for decades to develop and maintain the Berlin ***Design and Construction Standards for Water, Sewer and Roadway Systems*** ("Town Standards"). These Town standards are updated periodically to keep up with changing policies and regulations, as well as technology and material standards for design and construction.

DESIGN PHASE ON-CALL ENGINEERING SERVICES

Design phase engineering services are provided to the Town for Town administered projects, including preparation of design documents for the purposes of obtaining permits, obtaining pricing, and engaging a contractor to

construct an infrastructure project. Services would include site investigation, field survey, engineering and architectural design and permit acquisition. Preparation of Construction documents might include testing, reports, site plans, details, and specifications, as necessary for the specific project. Drawings would include all information necessary to obtain permits and approvals from the authorities having jurisdiction over the work, including but not limited to sediment & erosion control and storm water management.

ON-CALL PLAN REVIEW SERVICES

On-call plan review services include reviewing and providing comments on design plans submitted by a developer and his design team for consistency with the Town Standards. Plan review costs would depend on the level of quality of the design drawings prepared by the developer's designer, the ability of the designers to quickly and accurately address all comments, the results of the water, sewer, and roadway infrastructure evaluations and the level of improvements required or recommended as a result. **DBF's sole interest is to protect the Town of Berlin's infrastructure and residents throughout any development project.**

The typical On-call plan review tasks Davis, Bowen & Friedel, Inc., anticipates performing are as follows:

- Review the development agreements and make recommendations to protect the Town's short and long-term interests and infrastructure.
- Construction plan review for general compliance with the guidelines presented in the Berlin Town Standards.
- Review of site grading for positive drainage and alert the Town of drainage area concerns.
- General review of storm drainage sizes. Detailed calculations are not performed, as we assume the Town's Stormwater Engineer would be reviewing the project concurrently for adherence to the Town's SWM Ordinance.
- Review water main layout per Town Standards and address any water quality or quantity concerns.
- Review sewer main layout per Town Standards for adequate capacity.
- Review of subdivision plats for easements or rights-of-way required by utilities and streets.
- Provide general comments for the project as may be observed in our review and involvement for consideration by Town Department Heads, the Mayor & Council, and Planning and Zoning Commission.

During the review process, the designer may be asked to perform additional calculations to provide Davis, Bowen & Friedel, Inc., and the Town with a level of confidence that the proposed work is based upon sound engineering judgment. In cases where agency permits, reports, or submittals are received, review is for general guidance to further increase confidence in the engineering basis. Davis, Bowen & Friedel, Inc., does not typically perform redundant reviews for systems reviewed by other regulatory agencies. Included agency reviews are stormwater management, erosion control, fire marshal regulations, forest conservation, wetland impacts, critical area compliance, subdivisions, or zoning criteria.

Once detailed project information becomes available, such as conceptual site and utility plans, we would meet with the Town and Developer and prepare a project specific estimate for performing the items identified above.

CONSTRUCTION ADMINISTRATION SERVICES

Construction Administration Services for projects designed and administered by DBF can be provided throughout the project construction and would include the following:

- Coordinate between the Town of Berlin and Contractor when appropriate.
- Conducting the pre-construction conference and progress meetings for the project on behalf of the Town of Berlin including preparation and distribution of meeting minutes.

- Review of Contractor submittals on materials proposed for use in the construction project.
- Answer Contractor and Town questions regarding project materials, equipment, and construction processes.
- Supervision of Resident Project Representative (RPR) monitoring and reporting activities, and distribution of Daily Field Reports generated by the RPR, as requested.
- Evaluate and track the construction schedule and provide notice to the Town if scheduling issues arise.
- Coordinate any necessary quality control on behalf of the Town as required by the Contract Documents/Town Standards or testing that may be in addition to that already provided by the Contractor.
- Review and distribute results of materials testing that are required.
- Confirm that testing has been performed on required portions of the underground utilities and subgrade soils, and verify that results conform to project requirements.
- Communication with the Contractor pertaining to conflict resolution and any other issues relevant to construction activity.
- Review and make recommendations regarding applicable Contractor change order requests.
- Negotiate with Contractor on behalf of the Town of Berlin on any issue affecting Town infrastructure. On developer driven projects, technical issues would be coordinated with the developer's design team.
- Schedule and participate in the final inspection walk-through of the completed work to result in preparation of a punch list.
- Verification that punch list items have been completed and recommendations regarding acceptance to the Town of Berlin.
- Schedule, conduct, and report the results of the end-of-warranty inspection of constructed improvements.

Many of these services are also provided by DBF on development driven projects, depending on the type of project and the Town's desired oversight.

The costs for On-Call Construction Administration Services vary based on project conditions including: construction time, the general contractor's ability and experience, project phasing, level of coordination required, submittal review and turnaround, requests for information, field changes, and conflict resolution. These project specific conditions can cause significant variances in Construction Administration costs. Once the project scope, phasing, and construction contract times for development driven projects have been determined, we would be able to provide an estimate for construction administration costs associated with these services.

INSPECTION SERVICES

RPR Services can be provided as required throughout the project construction to verify approved materials and proper installation of underground utilities, for infrastructure or facilities to be owned or maintained by the Town. This would include the following:

- Full-time inspection during installation of underground improvements and paving to be owned or maintained by the Town, and part-time inspection of above-ground and accessible improvements to verify compliance with project specifications.
- Inspection of materials provided by the Contractor for use in Town infrastructure.
- Preparation of Daily Field Reports to summarize the Contractor's activities and field conditions.
- Maintain project record of field reports, meeting minutes, and construction correspondence.
- Monitoring any testing activities to confirm compliance with requirements of project specifications.
- Informing the Engineer and Town as to the progress and quality of work.
- Review as-built changes as observed to accommodate field conditions and maintain RPR field as-built set.

- Informing the Contract Administrator of conflicts and formulation of punchlist at conclusion of constructed improvements.

Project specific inspection fees would be based on the estimated construction time required for construction. For development driven projects, this would be provided by the developer and his contractor. Estimated inspection hours for construction meetings and final inspections would also be included in the estimated fee. Our current RPR hourly rate is \$80. If the Town desires, we can discuss potential cost savings by reducing our inspection hours by utilizing Town personnel for specific inspection tasks, i.e., testing, concrete, paving and restoration operations at the end of construction.

RECORD DRAWINGS

Services associated with providing record drawings would include the following: obtain contractor and RPR as-built drawings, incorporate any revisions from as-built drawings, addenda and any approved change orders, coordinate preparation of digital record drawings and furnish to the Town of Berlin. Hard copies of the Record drawings would be provided to the Town for reference. Digital data would be compiled for future incorporation into the Town's GIS system.

The estimated lump sum fee for record drawing preparation would be based on the project size and complexity.

PAYMENT TERMS AND CONDITIONS

DBF would propose to complete the proposed scope of services requested by the Town specific to the proposed project. Hourly estimated fees, on-call services, and direct or reimbursable expenses would be provided on an hourly and unit price basis and invoiced for work completed during the previous month in accordance with the enclosed Schedule of Rates No. 46. We would not exceed estimated fees without first notifying you and receiving written authorization to continue. Please refer to the enclosed schedule of rates for other terms and conditions.

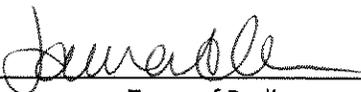
Once a meeting can be scheduled with the developer to discuss project phasing, the project design schedule, and anticipated construction schedule, DBF would develop a proposal with greater detail and engineering fee estimates. We appreciate the opportunity of furnishing this proposal and we are pleased to be working with the Town to protect the Town's infrastructure and the residents it serves. We look forward successfully assisting the Town throughout this significant development process.

Sincerely,
DAVIS, BOWEN & FRIEDEL, INC.

Joshua J. Taylor, P.E.
Associate

N:\Promotional\Proposals\2017\P0050A - Berlin\P0050A17.026 On-Call Eng\P0050A17.026-060718.jjt.doc
Enclosure

cc: Ms. Jane Kreiter – Town of Berlin

Accepted By:  Date: 6/26/18
Town of Berlin

June 2, 2020

Jeffrey Fleetwood
Town Administrator
Town of Berlin
10 Williams Street
Berlin, MD 21811

RE: Stormwater Management Support – On-Call Services

Dear Mr. Fleetwood:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this contract modification proposal for stormwater management support services for the Town of Berlin to continue on-going work. The Town Council approved the Department of Water Resources recommendation to utilize EA as the On-Call Stormwater Management Engineer and EA is contracted for on-call stormwater management services and review of projects for stormwater management code compliance. Over the course of this on-call contract, EA has successfully assisted the Town in obtaining grant funding close to \$2M and the completion of 8 successful stormwater management, water quality and flood mitigation projects. Further, the Town has received positive feedback from the Town residents regarding the reduction of flooding both in extent and duration within the receiving areas of Hudson Branch. It is through this contract that EA can continue to support the Town's goal of continuing to address the improvements of the stormwater management systems throughout the Town.

EA will continue to provide stormwater management support services on a Time and Materials basis in accordance with the attached hourly rate schedule. EA proposes that the stormwater management on-call services contract 1470404 dated July 1, 2010 be funded with a not to exceed amount of \$100,000.00. Please note that this proposal is to increase the current on call budget amount and effort on new tasks will not be expended without the authorization of the Town. Invoicing for this project will continue to be tailored for the Town's preference utilizing the attached rate schedule for procurement purposes. Each invoice is accompanied by a comprehensive progress report describing the effort authorized and expended during the represented period and detailed progress for each task or stormwater management review.

We appreciate the opportunity to continue our long history of partnership with the Town of Berlin in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. As the Town is aware, EA's close proximity to the Town of Berlin will continue to provide the Town with the added benefit of EA's availability to meet in person with short notice. Feel free to contact me at (410) 641-5341 should you have any questions concerning this proposal.

Sincerely,



Darl Kolar, BCEE, P.E.
Program Manager



ACCEPTANCE: I have reviewed and understand the information contained in this proposal, and by my signature below provide authorization of the modification to Contract 1470404 as outlined above and to proceed with the work defined herein.

Signature

Date

Jeffrey Fleetwood – Town Administrator

Town of Berlin, Maryland

Name and Title (printed or typed)

Client Name (printed or typed)

410-641-4002

410-641-2316

Phone Number

Fax Number

CC: Jamey Latchum, Town of Berlin
Mark Gutberlet, P.E. EA Engineering

Town of Berlin
Billing Rate Schedule
Contract No. 0790360
 (Through June 2021)

LABOR CATEGORY	HOURLY RATE
Program Manager	\$ 215.00
Senior Technical Reviewer	\$ 165.00
Senior Engineer	\$ 160.00
Project Manager	\$ 138.00
Project Engineer	\$ 120.00
Mid Level Engineer	\$ 105.00
Staff Engineer	\$ 87.00
Senior Scientist	\$ 151.00
Project Scientist	\$ 99.00
Staff Scientist	\$ 84.00
GIS Analyst	\$ 114.00
GIS Specialist	\$ 85.00
GIS Technician	\$ 75.00
Construction Manager	\$ 118.00
Construction Inspector	\$ 99.00
Technical Writer	\$ 140.00
CADD / Technician	\$ 87.00
Administrative	\$ 62.00

Item Description	Unit	Costs / Unit
<i>Vehicle Use and Transportation</i>		
Cars, Station Wagons, and Mini Van	Day	\$ 69.10
Cars, Station Wagons, and Mini Van Mileage	Mile	\$ 0.26
Blazers, Pickups, and Explorers	Day	\$ 75.05
Blazers, Pickups, and Explorers Mileage	Mile	\$ 0.33
Personal Vehicle Mileage	Mile	\$ 0.69
<i>Document Reproduction</i>		
11 x 17 Print/Copy - B&W	Page	\$ 0.07
Bond/Vellum Plots/Copies - B & W	Square Feet	\$ 0.32
Bond/Vellum Plots/Copies - Color	Square Feet	\$ 2.53
Mylar Plots/Copies - B&W	Square Feet	\$ 2.53
8 1/2 x 11 Print/Copy - B&W	Page	\$ 0.07
8 1/2 x 11 Print/Copy - Color	Page	\$ 0.16
11 x 17 Print/Copy - Color	Page	\$ 0.32
1" Notebook	Each	\$ 3.72
2" Notebook	Each	\$ 4.36



Berlin Police Department
129 DECATUR STREET
BERLIN, MARYLAND 21811

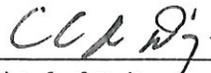
May 7, 2020

FY21 CUSTODIAL CONTRACT
129 Decatur Street

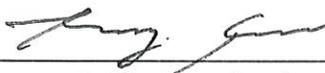
Jarmon's Cleaning Services hereby agrees to provide custodial services to the Town of Berlin, Berlin Police Department for the physical year FY21 (7/1/2020-6/30-2021). The rate for the below services will be \$10,400.04 annually and is to be paid monthly at a rate of \$866.67. It is understood that the Department will provide all paper and cleaning products needed for the year and any products purchased by me will be reimbursed. It is also agreed that I will clean three times a week (Monday, Wednesday, & Friday) for the time required (estimate 2 hrs.) to complete the tasks needed. Any changes in times or cancellations must be relayed to the supervisor on duty.

Services to be completed daily are vacuuming, sweeping, mopping, and emptying trash. Dusting of desks, countertops, tables, cabinets, blinds, bookshelves, and windowsills will be done as needed or available (office locked). Refilling paper products and hand soap as needed. Cleaning of glass and baseboards will also be done as needed. This applies to all rooms in the building, (offices, open areas, cells, kitchen, and restrooms). Excluded from this contract is the sally port area and the annual stripping and waxing of all VCT flooring, (provided by another company).

I understand that a fingerprint background check must be performed on myself and any staff that would be assisting me. All work will be performed in a professional manner with consideration for the unique work environment and high standards of confidentiality within the Berlin Police Department.



Chief of Police
Arnold R. Downing



Jarmon's Cleaning Services
Ricky Jarmon



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov

FISCAL YEAR 2021 YOUTH PROGRAM COORDINATION AGREEMENT

THIS YOUTH PROGRAM COORDINATION AGREEMENT is entered into this ____ day of _____, 20____, by and between the Mayor and Council of the Town of Berlin, a Maryland Municipal Corporation (hereinafter "Mayor and Council", and Worcester Youth and Family Counseling Services, Inc. (hereinafter WYFCS).

WHEREAS the Mayor and Council desire to provide and make available to Town youth recreation, sports, cultural, mentoring and educational programs; and

WHEREAS Worcester Youth and Family Counseling, Inc. has agreed to provide a youth program for the residents of the Town of Berlin.

NOW THEREFORE, the parties hereto agree as follows:

1. Contract Term: This Agreement shall commence on July 1, 2020 and continue for a period of twelve (12) consecutive months, thus expiring on June 30, 2021.
2. Payment Terms:
 - a. WYFCS shall provide the services outlined in Section 3 for an annual consideration not to exceed \$40,000.00.
 - b. WYFCS shall invoice the Mayor and Council no more frequently than once per month up to the total amount of \$40,000.00 for the year.
 - i. Invoices will be submitted on a reimbursement basis.
 - ii. Each invoice will summarize the amounts being requested.
 - iii. A detailed listing of receipts will be provided upon request.
 - c. The specific items to be invoiced shall be categorized as
 - i. Monthly contract;
 - ii. Intern;
 - iii. Transportation;
 - iv. Expenses other than those listed above associated with the Berlin Youth Program as per this contract.
3. Services To Be Provided By WYFCS: In exchange for the remuneration listed in Paragraph No. 2 above, WYFCS agrees that It shall provide and perform the following services to the Mayor and Council:
 - a. Assess youth program needs and requirements in the Town of Berlin;
 - b. Identify areas where new youth programs are needed;
 - c. Communicate with youth and youth organizations to determine the needs and interests of Town youth;
 - d. Research funding sources, prepare funding proposals and access funding for youth programs;
 - e. Ensure that a variety of sports, recreation, cultural, mentoring and educational programs for youth are planned and implemented In the Town of Berlin and ensure that information concerning those programs is distributed and advertised;

- f. Develop and promote youth activities for after school, weekends and during the summer;
 - g. Provide support and coordination with existing youth organizations, encourage organizations to include youth programs and evaluate the effectiveness of existing youth programs;
 - h. Schedule and coordinate youth activities, facilities and needed volunteers and monitor the use of Town equipment and facilities;
 - i. Supervise activities for youth, encourage youth participation and recruit, train and direct volunteers for activities;
 - j. Coordinate community relations campaigns to promote awareness of available youth programs;
 - k. Maintain contact with local, regional and national youth organizations;
 - l. Provide statistical data regarding youth programs including records of expenditures and provide recommendations for budget preparation and program expenditures;
 - m. Maintain records and prepare reports regarding youth programs, costs, numbers of participants and other relevant information regarding youth programs;
 - n. Provide reports, on a quarterly basis, to the Mayor and Council concerning available youth programs, which shall include the number of participants from Berlin, the age of the participants and the percentage of participants from low or moderate income families, and attend meetings of the Mayor and Council and Berlin Parks Commission as requested;
 - o. Report to the Town Administrator and/or designee as required;
 - p. Ensure that all youth programs and activities are implemented according to relevant policies and procedures.
4. Other: Fees associated with the reservation of any facility at a Town of Berlin Park shall be waived for the term of this contract without further action required.
5. Termination: This Agreement may be terminated by either party upon sixty (60) days written notice.

Entered into the date above written.

MAYOR AND COUNCIL OF THE TOWN OF BERLIN,
MARYLAND

WORCESTER YOUTH AND FAMILY SERVICES

Wm. Gee Williams, III
Mayor

Jennifer Leggour
Executive Director



Mayor & Council of Berlin

10 William Street, Berlin, Maryland 21811

Phone 410-641-2770 Fax 410-641-2316

www.berlinmd.gov



'America's Coolest Small Town'

Mayor

Wm. Gee Williams, III

Vice President

Eroy Brittingham, Sr.

Council Members

Dean Burrell, Sr.
Troy Purnell
Thomas L. Gulyas
Zackery Tyndall

Town Attorney

David Gaskill

Town Administrator

Jeffrey Fleetwood



May 27, 2020

Hamilton Physical Therapy

11007 Manklin Creek Rd.

Unit 5

Berlin, MD 21811

Drs. Jennifer and William Hamilton,

On behalf of the Mayor and Council and Town employees of the Town of Berlin, I would like to thank you for your recent donations of handmade face coverings to the Town of Berlin and other organizations in our community.

These face coverings provided a much-needed supply at a time when it has been very difficult to locate these resources through normal commercial channels. Your thoughtfulness and community-mindedness during this unique and historic time is truly appreciated. In particular, your consideration for the safety and well-being of our Town of Berlin personnel is truly appreciated.

Gratefully,

Wm. Gee Williams, III

Mayor



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May 27, 2020

Laura Zangrilli Mrohs

10 Magnolia Place

Ocean Pines MD 21811

Dear Ms. Mrohs,

On behalf of the Mayor and Council and citizens of the Town of Berlin, I would like to thank you for the translations you have provided for Town information in the past and, hopefully, going forward.

It is very important to the Elected officials and staff of the Town to be able to reach all of our citizens with important information. The volunteer service you have performed in translating information to Spanish is simply invaluable.

I hope we can continue to work with you to reach this important segment of our community.

Gratefully,

Wm. Gee Williams, III

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May 27, 2020

Mr. John Briddell
524 Flower Street
Berlin, MD 21811

Dear John,

On behalf of myself and the Berlin Council I wish to thank you for your years of faithful and thoughtful service as a member of Berlin's Board of Supervisors of Elections.

As a result of your decisions and contributions our town continues to steadily progress and adapt to changing times while preserving the best of our traditions and hospitality to our neighbors and visitors.

Although you are transitioning from your formal service to the Town of Berlin, I trust we can continue to benefit from your knowledge and insight as we continue down the path of seeking a better future for our community.

Thanks again,

Gee Williams
Mayor

Cc: All Town Council Members
Jeff Fleetwood, Town Administrator
Mary Bohlen, Deputy Town Administrator



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Jeffrey Fleetwood



May 27, 2020

Mr. Lou Creter

110 Davis Street

Berlin, MD 21811

Dear Lou,

On behalf of myself and the Berlin Council I wish to thank you for your years of faithful and thoughtful service as a member of Berlin's Board of Supervisors of Elections.

As a result of your decisions and contributions our town continues to steadily progress and adapt to changing times while preserving the best of our traditions and hospitality to our neighbors and visitors.

Although you are transitioning from your formal service to the Town of Berlin, I trust we can continue to benefit from your knowledge and insight as we continue down the path of seeking a better future for our community.

Thanks again,

Gee Williams

Mayor

Cc: All Town Council Members

Jeff Fleetwood, Town Administrator

Mary Bohlen, Deputy Town Administrator