

Mayor and Council

110th Special Session, Work Session, and Executive Session

October 13, 2020

Agenda

"The City of Hagerstown will promote a diverse, business-friendly, and sustainable community with clean, safe, and strong neighborhoods."

"The City of Hagerstown shall be the model provider of the most efficient and highest quality customer services to be known as the municipal location of choice for all"

"Don't judge each day by the harvest you reap but by the seeds that you plant." Robert Louis Stevenson

In accordance with CDC guidelines, attendees are required to wear face coverings, and seating is limited to provide social distancing.

EXECUTIVE SESSION

3:00 PM 1. EXECUTIVE SESSION

4:00 PM SPECIAL SESSION

1. Approval of a Resolution: Rental Contract with NIST for use of space in the Elizabeth Hager Center (14 N. Potomac Street)
2. Approval of Purchase: City Park Tree Uplights - Total Project \$ 70,000.00 (ALC Weaver Electric, LLC (Hagerstown, MD) \$ 45,601.50 and Installation Supplies \$ 24,398.50)
3. Approval of Sale of 1993 KME Pumper

4:00 PM WORK SESSION

1. Proclamation - Character Counts! Week - *Carolyn Brooks, Character Counts! Coalition*
- 4:15 PM** 2. 2020 Hagerstown Ice and Sports Complex Annual Report - *Rodney Tissue, City Engineer, and members of the Hagerstown Ice Amateur Athletic Association (HIAAA)*
- 4:30 PM** 3. FY21 Budget Review and FY22 Preliminary Budget: Agency Contributions - *Michelle Hepburn, Director of Finance*

CITY ADMINISTRATOR'S COMMENTS

MAYOR AND COUNCIL COMMENTS

ADJOURN

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

In accordance with CDC guidelines, attendees are required to wear face coverings, and seating is limited to provide social distancing.

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

EXECUTIVE SESSION

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

October_13__2020_Executive_Session.doc

Description

Executive Session Agenda



EXECUTIVE SESSION

MAYOR & CITY COUNCIL

OCTOBER 13, 2020

AGENDA

3:00 p.m. EXECUTIVE SESSION

1. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State; #4

**Business proposal – 2 items*

***AUTHORITY: Annotated Code of Maryland, General Provisions Article: Section 3-305(b)**
(Subsection is noted in parentheses)

CITY OF HAGERSTOWN, MARYLAND

PUBLIC BODY: Mayor & City Council **DATE:** October 13, 2020 .
PLACE: Council Chamber, 2nd floor, City Hall **TIME:** 3:00 pm .

AUTHORITY: ANNOTATED CODE OF MARYLAND, GENERAL PROVISIONS ARTICLE: Section 3-305(b) :

1. To discuss:
 - ☐ (i) the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal, resignation or performance evaluation of appointees, employees, or officials over whom it has jurisdiction; or
 - ☐ (ii) any other personnel matter that affects 1 or more specific individuals;
- ☐ 2. To protect the privacy or reputation of individuals with respect to a matter that is not related to public business;
- ☐ 3. To consider the acquisition of real property for a public purpose and matters directly related thereto;
- ☒ 4. To consider a matter that concerns the proposal for a business or industrial organization to locate, expand, or remain in the State;
- ☐ 5. To consider the investment of public funds;
- ☐ 6. To consider the marketing of public securities;
- ☐ 7. To consult with counsel to obtain legal advice;
- ☐ 8. To consult with staff, consultants, or other individuals about pending or potential litigation;
- ☐ 9. To conduct collective bargaining negotiations or consider matters that relate to the negotiations;
- ☐ 10. To discuss public security, if the public body determines that public discussions would constitute a risk to the public or public security, including:
 - (i) the deployment of fire and police services and staff; and
 - (ii) the development and implementation of emergency plans;
- ☐ 11. To prepare, administer or grade a scholastic, licensing, or qualifying examination;
- ☐ 12. To conduct or discuss an investigative proceeding on actual or possible criminal conduct; or
- ☐ 13. To comply with a specific constitutional, statutory, or judicially imposed requirement that prevents public disclosures about a particular proceeding or matter; or
- ☐ 14. Before a contract is awarded or bids are opened, discuss a matter directly related to a negotiation strategy or the contents of a bid or proposal, if public discussion or disclosure would adversely impact the ability of the public body to participate in the competitive bidding or proposal process.
- ☐ 15. Administrative Function

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of a Resolution: Rental Contract with NIST for use of space in the Elizabeth Hager Center (14 N. Potomac Street)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

I hereby move for the approval of a resolution authorizing a rental contract between the National Institute of Standards and Technology (NIST) and the City of Hagerstown. The rental contract will allow NIST to utilize designated space in the Elizabeth Hager Center (14 N. Potomac Street) for emergency drills and when an actual emergency prevents NIST from operating at their headquarters in Gaithersburg, Maryland. The agreement expires on September 30, 2021 and includes renewal options to extend the contract through 2025.

Action Dates:

DATE OF INTRODUCTION:	10/13/2020
DATE OF PASSAGE:	10/13/2020
EFFECTIVE DATE:	10/13/2020

ATTACHMENTS:

File Name

101320_Resolution_NIST_Rental_Contract.pdf

Description

Motion, Resolution NIST
Rental Contract

REQUIRED MOTION
MAYOR & CITY COUNCIL
HAGERSTOWN, MARYLAND

October 13, 2020

TOPIC: **Approval of a Resolution: Rental Contract with NIST for use of space in the Elizabeth Hager Center (14 N. Potomac Street)**

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	<u> X </u>
Other	_____

MOTION: I hereby move for the approval of a resolution authorizing a rental contract between the National Institute of Standards and Technology (NIST) and the City of Hagerstown. The rental contract will allow NIST to utilize designated space in the Elizabeth Hager Center (14 N. Potomac Street) for emergency drills and when an actual emergency prevents NIST from operating at their headquarters in Gaithersburg, Maryland. The agreement expires on September 30, 2021 and includes renewal options to extend the contract through 2025.

DATE OF INTRODUCTION:	10/13/2020
DATE OF PASSAGE:	10/13/2020
EFFECTIVE DATE:	10/13/2020

CITY OF HAGERSTOWN, MARYLAND

**A RESOLUTION AUTHORIZING THE APPROVAL OF A RENTAL CONTRACT
BETWEEN THE CITY OF HAGERSTOWN AND
THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (“NIST”)
FOR A PORTION OF 14 N. POTOMAC STREET, HAGERSTOWN, MARYLAND
FOR EMERGENCY MANAGEMENT OPERATIONS AND FUNCTIONS**

RECITALS

WHEREAS, the City of Hagerstown currently owns property known as 14 N. Potomac Street, Hagerstown, Washington County, Maryland; and

WHEREAS, a portion of said property has been utilized by the National Institute of Standards and Technology (“NIST”) in connection with its emergency management operations and functions; and

WHEREAS, NIST has requested, and the City of Hagerstown desires to enter into a new rental contract (technically known as a Form SF 1449 Solicitation/Contract/Order For Commercial Items) to permit NIST to continue to conduct its emergency management operations and functions at the said premises; and

WHEREAS, NIST desires to enter into a one (1) year agreement for the period of October 13, 2020 – September 30, 2021, and with four possible (1) year renewal options, with the last option, if exercised, concluding on September 30, 2025; and

WHEREAS, the annual rent for year 1 (and renewal terms 1 and 2) is \$15,344 payable in four quarterly installments; and

WHEREAS, the annual rent for renewal terms 3 and 4 is \$16,264 payable in four quarterly installments; and

WHEREAS, by entering into this new Lease, the parties agree to terminate any and all prior lease agreements between themselves; and

WHEREAS, the Mayor and Council of the City of Hagerstown find it to be in the best interests of the citizens of the City of Hagerstown to do so;

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the City of Hagerstown, Maryland, as its duly constituted legislative body, as follows:

1. That the premises known as 14 N. Potomac Street, Suite 200A, Conference Rooms 1 and 2, Hagerstown, Washington County, Maryland, be and is hereby leased to the National Institute of Standards and Technology pursuant to the Form SF 1449 Solicitation/Contract/Order For Commercial Items, and the Floor Plan attached thereto as Exhibit A (collectively referred to as the “Rental Contract”), and consisting of 21 pages total, all of which are attached hereto and incorporated herein by reference.
2. That the Mayor be and is hereby authorized to execute and deliver the Rental Contract attached hereto to NIST.
3. That the Mayor be and is hereby authorized to execute and deliver any other necessary documentation in order to effectuate the purpose of this Resolution.

BE IT FURTHER RESOLVED THAT this Resolution shall become effective immediately upon its approval.

WITNESS AND ATTEST
AS TO CORPORATE SEAL

MAYOR AND COUNCIL OF THE
CITY OF HAGERSTOWN, MARYLAND

Donna Spickler, City Clerk

Robert E. Bruchey, II, Mayor

Date of Introduction: October 13, 2020
Date of Passage: October 13, 2020
Effective Date: October 13, 2020

Prepared by:
SALVATORE & MORTON, LLC
City Attorneys

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER NB137000-21-00016		PAGE 1 OF 21	
2. CONTRACT NO. 1333ND21PNB130002		3. AWARD/EFFECTIVE DATE OCT 13, 2020		4. ORDER NUMBER		5. SOLICITATION NUMBER	
6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL:		a. NAME STEPHANIE KELLY SAK@MAIL.NIST.GOV		b. TELEPHONE NUMBER (No collect calls) 301-975-5382	
8. OFFER DUE DATE/ LOCAL TIME		9. ISSUED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640		10. THIS ACQUISITION IS ☐ UNRESTRICTED OR ☐ SET ASIDE: _____ % FOR: ☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 922190 ☐ HUBZONE SMALL BUSINESS ☐ EDWOSB ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8 (A) SIZE STANDARD:			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED ☐ SEE SCHEDULE		12. DISCOUNT TERMS 0 Days 0% Net 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ☐		13b. RATING	
14. METHOD OF SOLICITATION ☐ RFQ ☐ IFB ☐ RFP		15. DELIVER TO NATIONAL INST OF STDS AND TECHNOLOGY BUILDING 301 SHIPPING AND RECEIVING 100 BUREAU DRIVE GAITHERSBURG MD 20899-0001		16. ADMINISTERED BY NATIONAL INST OF STDS AND TECHNOLOGY 100 BUREAU DRIVE STOP 1640 BUILDING 301 ROOM B129 GAITHERSBURG MD 20899-1640			
17a. CONTRACTOR/ OFFEROR. HAGERSTOWN, CITY OF 1 EAST FRANKLIN ST 4TH FLOOR HAGERSTOWN MD 21740		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER ☐		18a. PAYMENT WILL BE MADE BY NATIONAL INST OF STDS AND TECHNOLOGY ACCOUNTS PAYABLE OFFICE 100 BUREAU DRIVE 101/A836 STOP 1621 GAITHERSBURG MD 20899-1621		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☒ SEE ADDENDUM	
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
23. UNIT PRICE		24. AMOUNT		25. ACCOUNTING AND APPROPRIATION DATA See Schedule		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,344.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
31b. NAME OF CONTRACTING OFFICER (Type or print) STEPHANIE KELLY 301-975-5382 SAK@MAIL.NIST.GOV		31c. DATE SIGNED		31d. DATE SIGNED			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
 ☐ INSPECTED
 ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	
		42d. TOTAL CONTAINERS	

GENERAL AWARD INFORMATION

1333ND21PNB130002

1. Type of Award: Fixed Price Purchase Order

2. Contractor's Point of Contact:

Name: Johnathan Kerns

Phone Number: (301) 739-8577 Ex. 134

Email: jkerns@hagerstownmd.org

3. NIST Contracting Officer Representative (COR):

Name: Jeffery Campbell

Phone Number: (301) 975-2631

Email: jeffrey.campbell@nist.gov

4. Designated Government Official (reference NIST SOP 01-14):

a. ☐ Technical POC/Administrative Officer

b. ☒ COR/ACOR

c. ☐ Contracting Officer

5. Additional Information:

Invoice submissions and inquiries may be directed by the Contractor electronically to invoice@nist.gov

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Invoicing Address: NATIONAL INST OF STDS AND TECHNOLOGY ACCOUNTS PAYABLE OFFICE 100 BUREAU DRIVE 101/A836 STOP 1621 GAITHERSBURG MD 20899-1621 Accounting and Appropriation Data: 57.00.0000.0000000000.0000000.000. 0000000000000000.00000000.000000 Cost Applied: \$0.00 57.21.0098.060200000.1374960.000. 1013013702000000.25990000.000000 Cost Applied: \$15,344.00 Based Year Service Support for COOP Operations Continuity of Operations (COOP) site for NIST based on attached statement of work Period of Performance: October 13, 2020 - September 30, 2021 PR NUMBER: NB137000-21-00016 DELIVERY DATE: 10/13/2020 Pricing Option: Firm-Fixed-Price Option Year One: Service Support for COOP Operations				
0001		1.00	EA	15,344.00	15,344.00
	Option Year One: Service Support for COOP Operations Continuity of Operations (COOP) site for NIST based on attached statement of work. PR NUMBER: NB137000-21-00016 DELIVERY DATE: 10/01/2021 Period of Performance: 10/01/2021 to 09/30/2022 Pricing Option: Firm-Fixed-Price Option Year Two: Service Support for COOP Operations	1.00	EA	15,344.00	OPT 15,344.00
0002		1.00	EA	15,344.00	15,344.00
	Option Year Two: Service Support for COOP Operations Continuity of Operations (COOP) site for NIST based on attached statement of work PR NUMBER: NB137000-21-00016 DELIVERY DATE: 10/01/2022 Period of Performance: 10/01/2022 to 09/30/2023 Pricing Option: Firm-Fixed-Price Option Year Three: Service Support for COOP Operations	1.00	EA	15,344.00	OPT 15,344.00
0003		1.00	EA	15,344.00	15,344.00
	Option Year Three: Service Support for COOP Operations Continuity of Operations (COOP) site for NIST based on attached statement of work PR NUMBER: NB137000-21-00016 DELIVERY DATE: 10/01/2023 Period of Performance: 10/01/2023 to 09/30/2024 Pricing Option: Firm-Fixed-Price Option Year Four: Service Support for COOP Operations	1.00	EA	16,264.00	OPT 16,264.00
0004		1.00	EA	16,264.00	16,264.00
	Option Year Four: Service Support for COOP Operations				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Continunity of Operations (COOP) site for NIST based on attached statement of work PR NUMBER: NB137000-21-00016 DELIVERY DATE: 10/01/2024 Period of Performance: 10/01/2024 to 09/30/2025 Pricing Option: Firm-Fixed-Price	1.00	EA	16,264.00	OPT 16,264.00

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CLAUSES

Statement of Work

Statement of Work For Continuity Facility Services

General Information and Background

NIST's Emergency Services Office (ESO) plans, organizes, directs, and controls all NIST's emergency services: emergency management and preparedness, fire services, security services, and physical security activities. ESO manages the NIST Continuity of Operations (COOP) program, to include coordinating the efforts of NIST's Emergency Planners/ Coordinators, maintaining the NIST COOP Plan, and conducting training and emergency preparedness exercises.

By law and Executive Order (EO 13242), the Department of Commerce (DoC), which includes all subordinate components, is required to have the capability to maintain continuous operations of its identified essential functions. NIST must be prepared during an emergency or threat of an emergency, all hazards, to efficiently and effectively continue and/or resume critical operations if interrupted.

Objective

To establish a Continuity of Operations (COOP) site for NIST at least fifty (50) miles from the National Capital Area, preferably North or Northwest of the District of Columbia, that can provide access to facilities, equipment and IT support. These services are in support of National Security Presidential Directive 51/Homeland Security Presidential Directive 20 (~~NSPD- 51/HSPD-20~~), National Continuity Policy, May 2007. Upon a triggering event, designated NIST personnel shall have immediate access to the facility/services in support of NIST's mission

Scope

The contractor shall provide services and support on a 24 x 7 x 365-day basis for NIST's emergency management operations/functions during a threat of an emergency, a Continuity activation and during the resumption stage of the NIST continuity process.

Tasks - Requirements

The desired location must be at least fifty (50) miles from the National Capital Area, preferable North or Northwest of the District of Columbia. Upon a triggering event, designated NIST personnel shall have immediate access to the facility/services in support of NIST's mission.

Two separate spaces on the same floor, contiguous where possible. One space to accommodate up to 20 individuals, the other space to accommodate up to 15 individuals. The following is a list of services and support necessary to the contract:

Tables and chairs for occupants within each space (desks or cubicles not required), additional seating may be necessary during certain triggering events;

- Access to power outlets to connect computer, printer and facsimile machines;
- Data, network and internet access for up to 40 users;
 - IT/ Telecom Security/ access technical support during and after business hours to ensure uninterrupted service (support for NIST applications and hardware excluded);
- Cable TV connection in each space with access to television news stations;
- Telephone service for 5 hard wired phones (4 may be digital, 1 must be analog for facsimile machine);

After-hours support services for infrastructure and facility services; i.e. electric, plumbing, HVAC, etc.;

- Access to facility during business and after-hours;
- Training on the security system to NIST designated personnel;
- Provide for storage of NIST equipment /supplies (2 tall locked and 2 small locked cabinets).

NIST Gaithersburg, MD employees shall adhere to all policies and procedures in effect for the facility and services. Said policies and procedures shall be communicated prior to execution of this contract and all future amendments/ changes to be communicated in writing.

NIST, Gaithersburg, MD shall provide appropriate points-of-contact to the offeror, including but not limited to the NIST Emergency Services Office, Contracting Officer, and Technical Support Personnel contact information.

The offeror will prepare and convert the facility for use by NIST personnel to include ensuring¹ tables and chairs are in place, power and data access is accessible and functional, and that telephone lines are connected and working. The offeror will ensure that all requirements are available and functional.

Government - Furnished Property (GFP)

Two (2) tall locked cabinets to include:

- 2 SIIG Model W-5400122-52 video splitters
- 3 Linksys Model SR2024C 24-port switches
- 1 Linksys Model EA4500 Cisco router
- 1 Linksys Model WRT 1900AC Wi-Fi router
- 2 Epson Model HV406A Projectors

- 2 Dell laser printers (Model 2335dn and 2330dn)
- 1 Dell OptiPlex 9010 computer
- 8 Dell laptop computers various models
- 2 Dell monitors model E3013H
- 2 keyboards
- 4 Dell mice

2 small locked cabinets to include:

- 4 APC various models Backup UPS
- 2 Epson Model ELPLP64 replacement lamps for projectors
- 10 GETS/WPS cards
- 3 Post-It Flip charts
- Various documents relevant to COOP
- Couple of Boxes of various office supplies
- Several patch cables
- 7 surge suppressors
- 3 extension cords

Responsibilities

NIST will be solely responsible for any cost of modifications needed to the existing hardware, software and infrastructure to activate COOP plans which exceeds the requirements. NIST Point-of-Contact (POC) or Alternate Point-of-Contact (APOC) will provide the offeror at least one (1) hour notification to prepare the facility for operations under this contract.

Place of Performance

City of Hagerstown
14 N. Potomac Street, 2nd floor
Hagerstown MD 21740

Other Unique Requirements and Considerations

- Executive Order I 3242, Providing an Order of Succession Within the Department of Commerce, December 2001
- The Homeland Security Act of 2002 (Public Law I 07-296), November 2002
- Homeland Security Presidential Directive 5, Management of Domestic Incidents, 2003
- National Security Presidential Directive 51/Homeland Security Presidential Directive 20 (NSPD-5 I/HSPD-20), National Continuity Policy, May 2007
- Federal Continuity Directive (FCD 1), Federal Executive Branch National Continuity Program and Requirements, January 17, 2017

Period of Performance

This contract is for a one (1) base period with four (4) one (1) year option periods.

10/13/2020-9/30/2021	Base
10/1/2021-9/30/2022	Option One
10/1/2022-9/30/2023	Option Two
10/1/2023-9/30/2024	Option Three
10/1/2024-9/30/2025	Option Four

NIST anticipates utilizing the space at least quarterly during the year for communication checks and equipment testing and updating. At least once during the year, NIST anticipates utilization of the space for anywhere between 1-4 days.

Utilization Fee

Invoice for services rendered shall be submitted quarterly for the year at the beginning of the contract year.

October 2020 – October 2021 - \$15,344 annual with quarterly payments of \$3,836
October 2021 – October 2022 - \$15,344 annual with quarterly payments of \$3,836
October 2022 – October 2023 - \$15,344 annual with quarterly payments of \$3,836
October 2023 – October 2024 - \$16,264 annual with quarterly payments of \$4,066
October 2024 – October 2025 - \$16,264 annual with quarterly payments of \$4,066

In the event of an emergency, should the NIST operation exceed a 30-day period in any calendar year, NIST will pay to the offeror a sum of \$400.00 per day for each day over 30 that NIST continues to use these services. The invoice for the additional utilization fee must be provided within 30 days after the event to ensure prompt payment .

**Points-of-Contact
(POC)**

Primary POC
Jeffrey Campbell
Phone: (301) 975-2631
jeffrey.campbell@nist.gov

Alternate POC
Melanie Robinson
Phone: (301) 975-5640
melanie.robinson@nist.gov

ESO Director
C.J. Couch
Phone: (301) 975-3454
charles.couch@nist.gov

IT Support Staff

Primary

Romain Tweedy

Phone: (301) 975-8824

r.tweedy@nist.gov

Alternate

Daniel L. Diamond

Phone: (301) 975-4382

daniel.diamond@nist.gov

NIST Payment

Kim White

100 Bureau Drive MS1370

Building 318 / A1 13

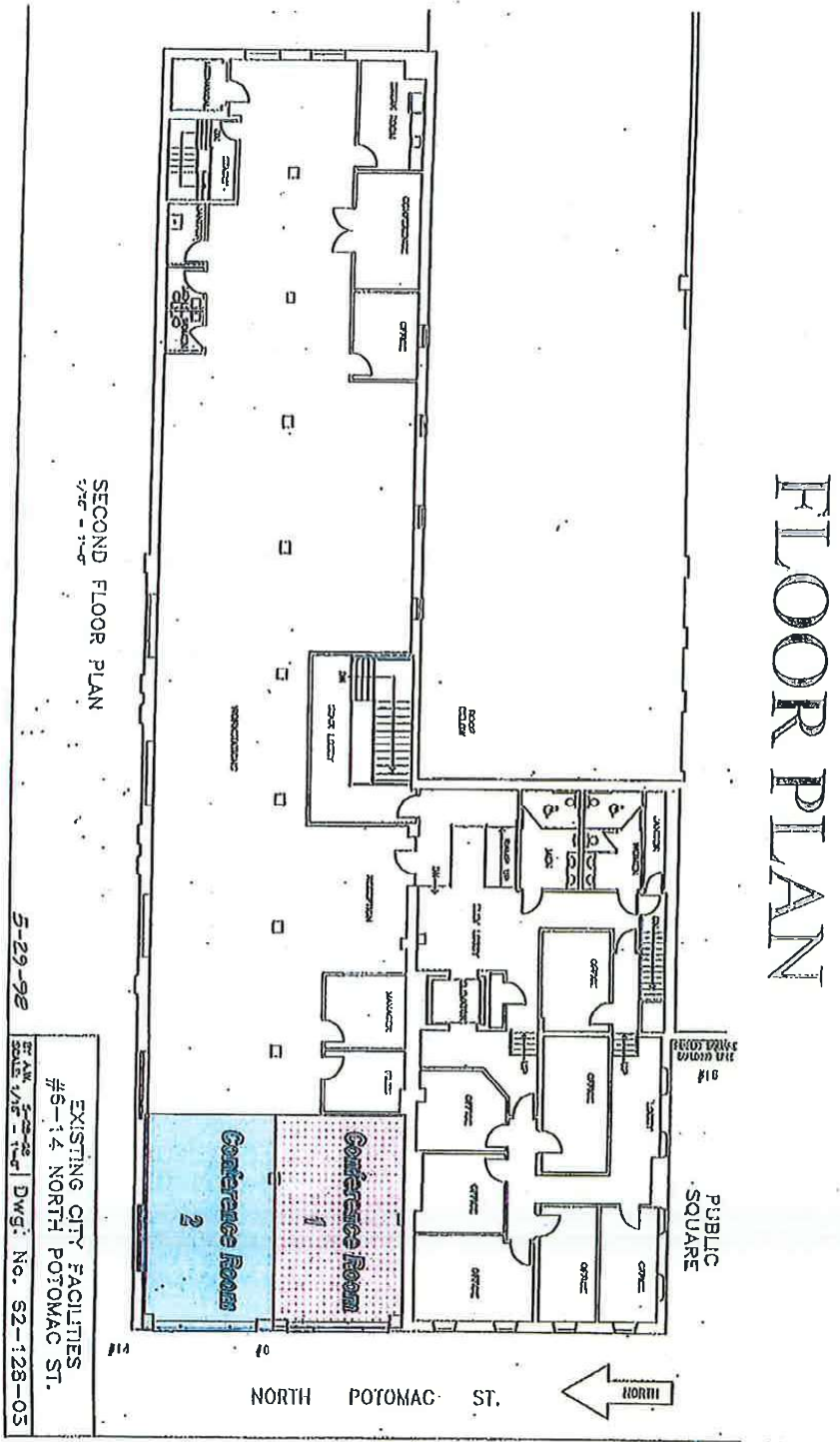
Gaithersburg, MD 20899-1370

Phone: (301) 975-5618

Fax: (301) 975-6923

kim.white@nist.gov

Exhibit A



52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)

(a) Definition. As used in this clause--

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

(b) Contractors shall ensure that the CAGE code is maintained throughout the life of the contract for each location of contract, including subcontract, performance. For contractors registered in the System for Award Management (SAM), the DLA Commercial and Government Entity (CAGE) Branch shall only modify data received from SAM in the CAGE master file if the contractor initiates those changes via update of its SAM registration. Contractors undergoing a novation or change-of-name agreement shall notify the contracting officer in accordance with subpart 42.12. The contractor shall communicate any change to the CAGE code to the contracting officer within 30 days after the change, so that a modification can be issued to update the CAGE code on the contract.

(c) Contractors located in the United States or its outlying areas that are not registered in SAM shall submit written change requests to the DLA Commercial and Government Entity (CAGE) Branch. Requests for changes shall be provided at <https://cage.dla.mil>. Change requests to the CAGE master file are accepted from the entity identified by the code.

(d) Contractors located outside the United States and its outlying areas that are not registered in SAM shall contact the appropriate National Codification Bureau (points of contact available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>) or NSPA at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> to request CAGE changes.

(e) Additional guidance for maintaining CAGE codes is available at <https://cage.dla.mil>.

(f) If the contract includes Federal Acquisition Regulation clause 52.204-2, Security Requirements, the contractor shall ensure that subcontractors maintain their CAGE code(s) throughout the life of the contract.

(End of Clause)

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (OCT 2018)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting

forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items

delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Reserved.
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 2020)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).
- (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- (5) [Reserved]

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657a).
(ii) Alternate I (MAR 2020) of 52.219-3.

(12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
(ii) Alternate I (MAR 2020) of 52.219-4.

(13) [Reserved]

(14) (i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
(ii) Alternate I (MAR 2020) of 52.219-6.
(iii) Alternate II (NOV 2011) of 52.219-6.

(15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
(ii) Alternate I (MAR 2020) of 52.219-7.
(iii) Alternate II (MAR 2004) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

(17) (i) 52.219-9, Small Business Subcontracting Plan (JUN 2020) (15 U.S.C. 637(d)(4)).
(ii) Alternate I (JAN 2017) of 52.219-9.
(iii) Alternate II (NOV 2016) of 52.219-9.
(iv) Alternate III (JUN 2020) of 52.219-9.
(v) Alternate IV (JUN 2020) of 52.219-9.

(18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).

(20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020) (15 U.S.C. 657f).

(22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAY 2020) (15 U.S.C. 632(a)(2)).
(ii) Alternate I (MAR 2020) of 52.219-28.

(23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (MAR 2020) (15 U.S.C. 637(m)).

(24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (MAR 2020) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) 52.219-33, Nonmanufacturer Rule (MAR 2020) (15 U.S.C. 637(a)(17)).

XX (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

(28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2020) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
(ii) Alternate I (FEB 1999) of 52.222-26.

(31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
(ii) Alternate I (JUL 2014) of 52.222-35.

XX (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
(ii) Alternate I (JUL 2014) of 52.222-36.

(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

XX (35) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (OCT 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

(37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).

(40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

XX (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).

(49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (MAY 2014) of 52.225-3.

(iii) Alternate II (MAY 2014) of 52.225-3.

(iv) Alternate III (MAY 2014) of 52.225-3.

(50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

(55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

(60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (FEB 2006) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) 41 U.S.C. chapter 67.)

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67)

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix) (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End Of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 9/30/2025

(End of Clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of Clause)

1352.201-70 CONTRACTING OFFICER'S AUTHORITY (APR 2010)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract, and, notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

(End of clause)

1352.201-72 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (APR 2010)

(a) Jeffrey Campbell is hereby designated as the Contracting Officer's Representative (COR). The COR may be changed at any time by the Government without prior notice to the contractor by a unilateral modification to the contract. The COR is located at:

Phone Number: 301-975-2631
Email: jeffrey.campbell@nist.gov

(b) The responsibilities and limitations of the COR are as follows:

(1) The COR is responsible for the technical aspects of the contract and serves as technical liaison with the contractor. The COR is also responsible for the final inspection and acceptance of all deliverables and such other responsibilities as may be specified in the contract.

(2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor request for changes shall be referred to the Contracting Officer directly or through the COR. No such changes shall be made without the express written prior authorization of the Contracting Officer. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor.

(End of clause)

1352.245-70 GOVERNMENT FURNISHED PROPERTY (APR 2010)

The Government will provide the following item(s) of Government property to the contractor . The contractor shall be accountable for, and have stewardship of, the property in the performance of this contract. This property shall be used and maintained by the contractor in accordance with provisions of the "Government Property" clause included in this contract.

Item No.
Description
Quantity
Delivery Date
Property/Tag Number (if applicable)

(End of clause)

NIST LOCAL-54 ELECTRONIC BILLING INSTRUCTIONS

NIST requires that Invoice/Voucher submissions are sent electronically via email to INVOICE@NIST.GOV. Each Invoice or Voucher submitted shall include the following:

- (1) Contract number;
- (2) Contractor name and address;
- (3) Unique entity identifier (see www.sam.gov for the designated entity for establishing unique entity identifiers);
- (4) Date of invoice;
- (5) Invoice number;
- (6) Amount of invoice and cumulative amount invoiced to-date;
- (7) Contract Line Item Number (CLIN);
- (8) Description, quantity, unit of measure, unit price, and extended price of supplies/services delivered;
- (9) Prompt payment discount terms, if offered; and
- (10) Any other information or documentation required by the contract.

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Purchase: City Park Tree Uplights - Total Project \$ 70,000.00 (ALC Weaver Electric, LLC (Hagerstown, MD) \$ 45,601.50 and Installation Supplies \$ 24,398.50)

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_City_Park_Tree_Uplights.pdf

Description

Approval of City Park Tree Uplights

REQUIRED MOTION

MAYOR & CITY COUNCIL HAGERSTOWN, MARYLAND

DATE: **October 13, 2020**

TOPIC: Approval of City Park Tree Uplights

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: Consistent with the approved plan for holiday lighting in City Park, I hereby move to approve Contract 20-CPTL-27 to ALC Weaver Electric, LLC in the amount of \$45,601.50 to install conductors and uplights. I further authorize up to \$24,398.50 for City staff to purchase and install conduit and handboxes and related items.

DATE OF PASSAGE: 10/13/2020

**City of Hagerstown
Mayor and Council
Purchase / Contract Information
Meeting of 10/13/20**

Do Not Complete This Section
Approved Consent Agenda: _____
New Business: _____

Originating Department: Parks and Engineering By: Rodney Tissue
Account Number: _____ Account / Project Name: City Park: Tree Floodlights
& Holiday Display
Budget Amount: \$70,000 Account Balance: \$70,000 Year: 20/21 CIP Control No. C0522
Unbudgeted \$: \$0 Source of Funds: Program Open Space Grant & General Fund

Quantity	Description	Value
1	Furnish & install 23 floodlights for uplighting trees, conductors, receptacles for holiday silhouettes.	\$45,601.50
1	Purchase & install conduit, handboxes for uplights and silhouettes	\$24,398.50

TOTAL VALUE OF PROJECT: \$70,000.00

ABOVE TO BE USED FOR:

Per the plan approved by City Council in April 2019, City staff will install conduits and handboxes for uplighting trees on the west side of the lake and relocating silhouettes to along City Park Drive and Highland Way. Electrician will install conductor wire and lights.

Recommended Vendor:

Business Name: ALC Weaver Electric, LLC (actual bid \$45,601.50)
Address: 12936 Salem Avenue
City, State: Hagerstown, MD 21740
Bid/Proposal/Quote No.: 20-CPTL-27

OTHER VENDORS:

Firm	City/State	Total Amount
MEC, Inc.	Hagerstown, MD	\$82,768.80

(1) Department Manager

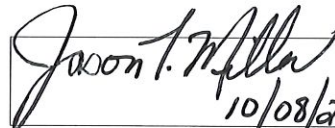
Staff recommends the award of the contract to ALC Weaver Electric, LLC in the amount of \$45,601.50. Further recommend approval of a budget of \$24,398.50 for staff to purchase conduit, handboxes and related items. City staff will install conduits and handboxes and the electrician will install conductors and uplights. Funding is \$63,000 in Program Open Space funds with \$7,000 City match.

 10/8/2020

Signature / Date

(2) Purchasing Agent:

Recommend approval.

 10/08/2020

Signature / Date

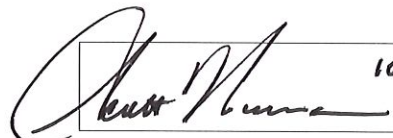
(3) Finance Manager:



Signature / Date

10/8/20

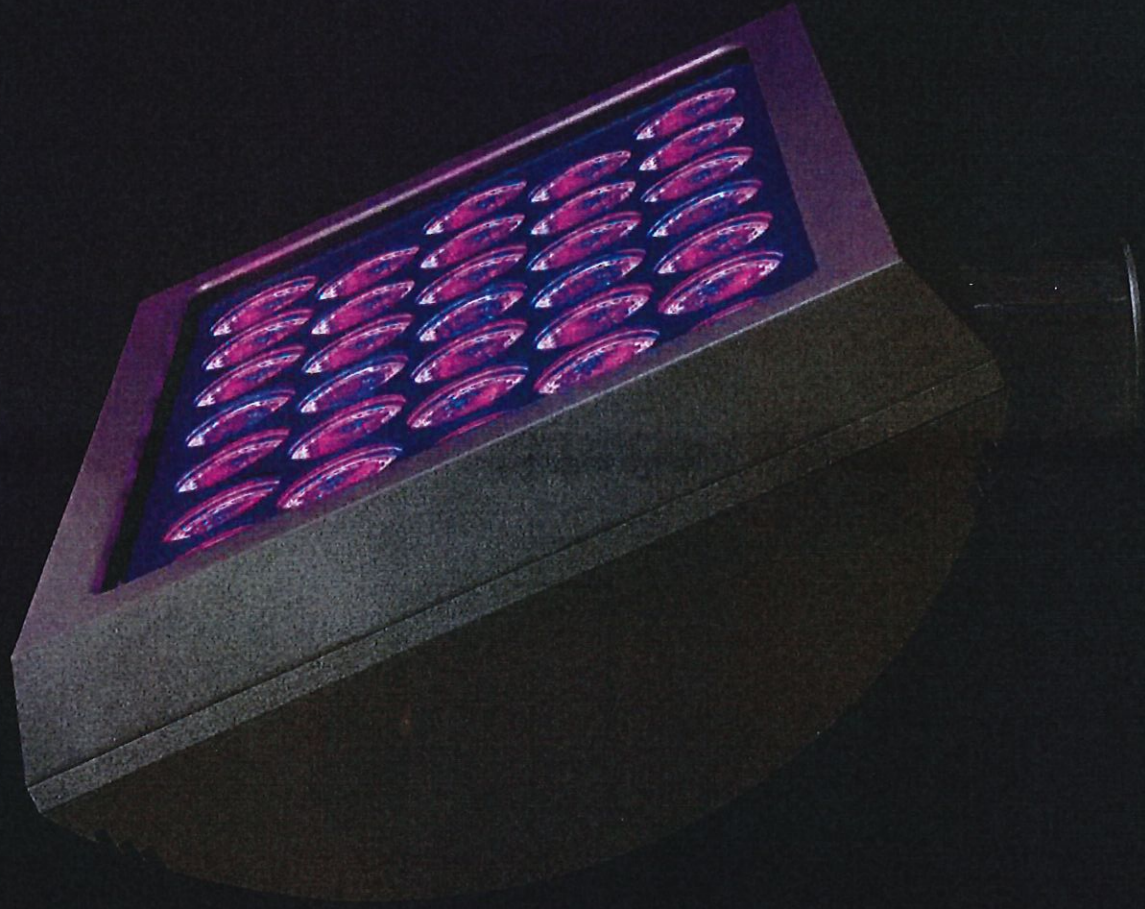
(4) City Administrator's Recommendation:

 10/8/2020

Signature / Date

Architectural

FLOODLIGHT COLLECTION



KIMLIGHTING

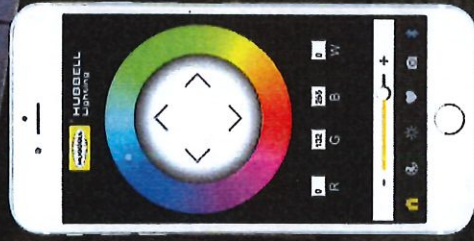


HUBBELL
Lighting

color control options

Bluetooth / DMX

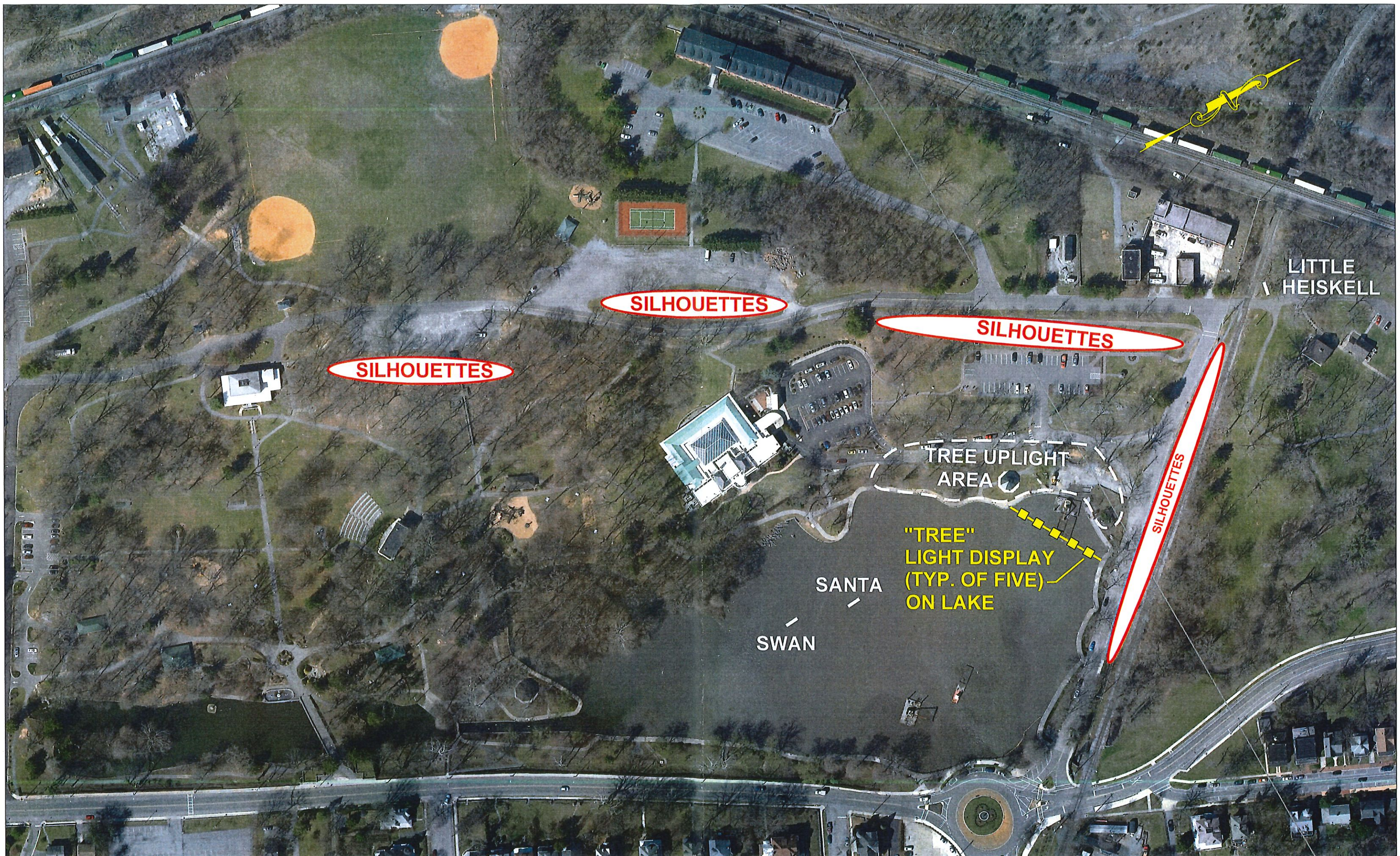
Set the mood with the KFL collection by dimming and color control via Bluetooth[®] wireless or DMX hardwired connectivity. The Bluetooth app provides a cost-effective way to set color, add presets, dim the luminaires, or even pull specific colors from a photograph. A wired DMX protocol can also be used to create stunning light shows that seamlessly change color.





arboretum night stroll

The right floodlighting design can highlight beautiful surroundings to create a breathtaking scene. It draws your attention to details that could otherwise go unnoticed and creates a welcoming environment without ever drawing attention to the source.



PROPOSED CITY PARK HOLIDAY LIGHT DISPLAY

REV. OCT 8 '20
SCALE: 1"= 150'

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Approval of Sale of 1993 KME Pumper

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

Approval_of_Sale_of_Pumper_-_1993_KME_Pumper.pdf

Description

Approval of Sale of Pumper

REQUIRED MOTION

MAYOR AND CITY COUNCIL HAGERSTOWN, MARYLAND

Date: October 13, 2020

TOPIC: APPROVAL OF SALE OF PUMPER: 1993 KME PUMPER

Charter Amendment	_____
Code Amendment	_____
Ordinance	_____
Resolution	_____
Other	<u> X </u>

MOTION: I hereby move for Mayor and Council approval of the sale of a 1993 KME Renegade pumper, for the sum of \$6,500.00. The offer to purchase the pumper comes via a broker, sold as-is, where-is. This amount exceeds the projected market value of a pumper of this age and condition.
There is a broker fee of 5% for listing and marketing the pumper; \$325.00 HFD staff agrees that this is the best possible offer.

DATE OF PASSAGE: October 13, 2020
EFFECTIVE DATE: October 13, 2020



CITY OF HAGERSTOWN, MARYLAND

Steven E. Lohr
Fire Chief

October 5, 2020

Mr. Scott Nicewarner
City Administrator, City of Hagerstown
City Hall, 1 East Franklin St
Hagerstown, Maryland 21740

Dear Scott,

I am recommending that Mayor and Council receive and act upon the offer to dispose of a 1993 KME Renegade pumper previously assigned to Engine-1. The offer to purchase the pumper for the sum of \$6,500. comes via a broker, sold as-is, where-is. We have conditionally accepted the offer based upon Mayor and Council approval as soon as possible. Because we listed this pumper with a broker, their finders fee is 5% of the sale price or \$325.00

HFD staff agrees that this is a best possible offer for this age and condition pumper. We advertised the unit for \$12,500. and lowered the sale price twice to \$7,500. We have had one other expression of interest however; no offer has been submitted. The only alternative left is to send the engine to auction which typically brings less than \$4,000. /unit.

I have reviewed this offer with the Finance Director who supports this request as well. If possible, I would ask that the Mayor and Council act upon this request as soon as practical within their guidelines.

Yours in service,

Steven E. Lohr

cc: file

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

Proclamation - Character Counts! Week - *Carolyn Brooks, Character Counts! Coalition*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

2020 Hagerstown Ice and Sports Complex Annual Report - *Rodney Tissue, City Engineer, and members of the Hagerstown Ice Amateur Athletic Association (HIAAA)*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

2020_Hagerstown_Ice___Sports_Report.pdf

Description

2020 Hagerstown Ice &
Sports Complex Annual
Report



CITY OF HAGERSTOWN, MARYLAND

Department of Parks and Engineering

October 13, 2020

TO: Scott Nicewarner, City Administrator
FROM: Rodney Tissue, City Engineer *Rt*
RE: 2020 Hagerstown Ice & Sports Complex Annual Report

I request time on the October 13, 2020 Work Session to allow members of the Hagerstown Ice Amateur Athletic Association (HIAAA), who have managed the ice rink facility for us since April 2014, to present their annual report as required by our Agreement. I anticipate that Paul Sweeney (Board Chair), and others will attend and will review the attached PowerPoint presentation. Their presentation provides usage data, fiscal information, capital improvement information, and goals for the upcoming year.

As a reminder to Mayor & City Council:

- The City pays the utility bills at the rink, capped at \$85,000 a year.
- The HIAAA pays rent in the amount of \$36,000 a year.
- The City pays 75% for certain capital improvements at the rink as stipulated in the Agreement.
- The Agreement with the HIAAA expires June 30, 2024.

Attachment: PowerPoint

c: Paul Sweeney
Mark Haddock
Amy Riley

Parks and Recreation Division

351 North Cleveland Avenue • Hagerstown, MD 21740
Ph: 301.739.8577 Ext. 169 • Fax: 301.790.0171

Engineering Division

1 East Franklin Street • Hagerstown, MD 21740-4817
Ph: 301.739.8577 Ext. 125 • Fax: 301.733.2214

Annual Review: Hagerstown Ice & Sports Complex

October 13, 2020



HISC Member Groups

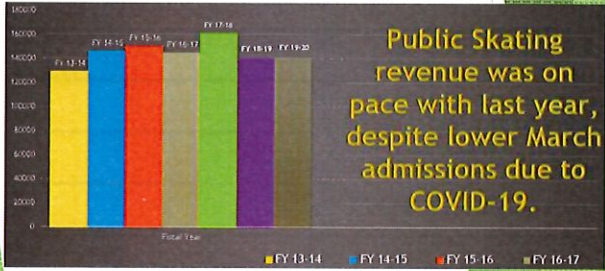


Hagerstown Ice Amateur Athletic Association (HIAAA) manages the rink

What is the HIAAA?

- ▶ HIAAA is a non-profit, 501(c)(3) organization
- ▶ Consortium of all major user groups
- ▶ Each member-group has a voting member on the HIAAA board
- ▶ Our at-large board members also hold voting rights
- ▶ Group was created in 2014 and formally took over operation of the rink on April 1, 2014 (finished our 6th complete Fiscal year)

Public Skating: Year-to-Year Comparison



Adult Teams at the HISC

- ▶ **6** teams in upper adult hockey division
 - ▶ **10** teams in lower adult hockey division
 - ▶ **1** all-female travel adult team
 - ▶ **1** sled hockey team
 - ▶ **~508*** adult hockey registrations throughout the year
- *Slight drop from FY 2018- no summer league*

Amateur / Youth teams at HISC

- ▶ **7** HYHA teams (Hagerstown Youth Hockey)
- ▶ **2** High School Teams (NorthStars, WV Vipers)
- ▶ **4** youth developmental programs
 - ▶ **Power Skating**
 - ▶ **Learn to Play Hockey**
 - ▶ **Youth Recreational League**
- ▶ **NEW: Hagerstown Hammerheads in-house teams (4 teams)**
 - ▶ Washington Capitals partnership: 50 complete sets of equip. donated last year
- ▶ **188** youth hockey participants throughout the year

Figure Skating at the HISC

- ▶ **2** figure skating programs at the rink
 - ▶ Hagerstown Edge Learn to Skate
 - ▶ Hagerstown Edge Figure Skating Club
- ▶ **329** registrations for Learn to Skate last year (on pace with FY 2018)

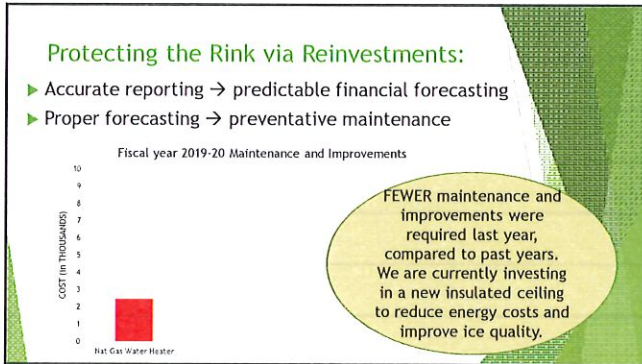
HIAAA: Opportunities for Success

- ▶ Detailed analysis of separate rink functions continues to be examined by HIAAA board members (ice usage, registrations, concessions, advertising, maintenance)
- ▶ Recommendations made at monthly board meetings
- ▶ HIAAA Board Members chair each subcommittee to ensure a fair workload & input from each user group and volunteers
- ▶ Physical state of ice and boards in very good condition.
 - ▶ Ice was taken out and put back, in 2 weeks this Spring, which allowed for maintenance and rink repairs.

Current State of HISC and HIAAA

- ▶ All bills (as of September 2020) are current
- ▶ We received small business loans to keep funding payroll through the COVID-19 closure
- ▶ Our re-opening phases focused on customer and employee safety, in consultation with the City and local health officials
- ▶ We continue to make monthly payments on our Zamboni, purchased in FY 17-18

HISC continues to operate in the black!



Future Maintenance & Reinvestments

Targeted FY:	Task:	Estimated Cost:
2020-21	Energy efficient ceiling	\$50,000
2020-21	Dehumidifier Replacement	\$135,000

Looking Ahead: Vision for 2020 - 2021

- ▶ COVID-19 Awareness: Continue to operate the rink in a safe environment. Draft strategies for potential closure if we see a surge in MD / WashCo cases.
- ▶ Travel Youth & Adult Tournaments: Partnering with local businesses to offer discounts for visitors (restaurants, hotels)
- ▶ Roller Hockey: continuing to grow roller hockey in Hagerstown

HIAAA VISION: Taking Our Facility to the Next Level

- ▶ Adding another sheet of ice: Additional ice time allows for more teams and individuals to participate in ice sports at reasonable hours; a Planning subcommittee has met over the past three years to assess costs and produce recommendations for moving forward
- ▶ Our Rink Expansion Committee has made progress with fundraising efforts and initial design concepts

**REQUIRED MOTION
MAYOR AND CITY COUNCIL
HAGERSTOWN, MARYLAND**

Topic:

FY21 Budget Review and FY22 Preliminary Budget: Agency Contributions - *Michelle Hepburn, Director of Finance*

Mayor and City Council Action Required:

Discussion:

Financial Impact:

Recommendation:

Motion:

Action Dates:

ATTACHMENTS:

File Name

FY21___FY22_Budget_Review_Ag_Cont_10.13.20.pdf

Description

FY21 Budget Review and
FY22 Preliminary Budget:
Agency Contributions



CITY OF HAGERSTOWN, MARYLAND

Finance Department
301-739-8577 X160

To: Scott Nicewarner, City Administrator
From: Michelle Hepburn, Director of Finance
Date: October 13, 2020
Subject: FY21 Budget Review and FY22 Preliminary Budget: General Fund (GF) Agency Contributions

FY21 Budget Review:

Staff last discussed GF Agency Contributions during the July 7th Work Session. As a reminder, the FY21 budget was approved with pre-COVID data and included a total of \$284,600 for Agency Contribution dollars. The chart below reflects the breakdown on the funding as originally approved and is located in the FY21 budget book in Section 2, page 2.

UNALLOCATED EXPENSES - PROPOSED EXPENSES FISCAL YEAR 2020/2021

ACCOUNT DESCRIPTION	2018/19	2019/20		2020/21	2020/21
	ACTUAL	BUDGET	EST. ACTUAL	PROPOSED	% CHANGE
CONTRIBUTIONS TO OTHER AGENCIES					
Art Museum	\$ 50,500	\$ 50,500	\$ 50,500	\$ 50,500	0.0%
Brooke's House	28,100	-	-	-	100.0%
Community Rescue Service	45,000	25,100	25,100	25,100	0.0%
Discovery Station	2,500	2,500	2,500	2,500	0.0%
Doleman Black Heritage Museum	12,000	-	-	-	100.0%
Hagerstown Municipal Band	18,000	18,000	18,000	18,000	0.0%
Hagerstown Neighborhood Develop Partnership	30,450	32,450	32,450	28,450	-12.3%
Maryland Symphony Orchestra	17,550	16,550	16,550	16,550	0.0%
Maryland Theatre	209,000	59,000	59,000	109,000	84.7%
Washington County Free Library	31,500	30,500	30,500	30,500	0.0%
Washington County Historical Society	5,000	4,000	4,000	4,000	0.0%
Unspecified Agency Contributions	-	3,500	3,500	-	-100.0%
Total Contributions to Other Agencies	\$ 449,600	\$ 242,100	\$ 242,100	\$ 284,600	17.6%

City of Hagerstown
FY21 Budget Review & FY22 Preliminary Budget Discussions

Several of the agencies have received other types of funding as a result of the COVID pandemic and the last information obtained in June is reflected in the chart below for each agency:

Agency/Organization	Original City Funding Proposed	Other Federal/State COVID Grant Funding	Notes/Comments
Art Museum	\$40,500	\$160,600 (PPP, MSAC, MD Heritage) \$216,597 (pending)	Spent amounts received already in FY20
Community Rescue Service	\$25,100	\$664,610 (PPP)	
Hagerstown Municipal Band	\$18,000	\$0	Cancelled; does not need
Hagerstown Neighborhood Development Partnership	\$28,450	\$20,400 (PPP)	
Maryland Symphony Orchestra	\$16,550	\$291,350 (PPP, EIDL) \$10,000 (pending Rise Up)	
Maryland Theatre	\$9,000	\$63,274 (PPP, Comm Found, MHAA, Rise Up)	
Washington County Free Library	\$30,500	\$795,892 (PPP, Grants)	
Washington County Historical Society	\$4,000	\$63,255 (PPP, MD COVID-19 Grant, COF, MD Humanities) Pending Amount Unknown from Rise Up	

Now that the first quarter of FY20 is completed, we need to evaluate what additional amounts, if any, will be distributed and provided by the City. To date, the City has spent \$112,500 of the budgeted amount for prior obligations: \$100,000 Maryland Theatre pledge; \$10,000 Art Museum pledge; and \$2,500 Discovery Station pledge. If the decision is made to not fund any remaining amounts, this would provide \$172,100 savings to help offset the current projected deficit of <\$1.6M> in the General Fund for FY21.

Mayor and Council direction is requested to address FY21 Budget questions:

1. Is the City providing Agency Contributions in FY21?
2. If yes, how much of the budgeted dollars
 - o 75% - \$129,075
 - o 50% - \$86,050
 - o 25% - \$43,025
 - o Some other amount

City of Hagerstown
FY21 Budget Review & FY22 Preliminary Budget Discussions

FY22 Preliminary Budget Planning:

Per the attached General Fund Agency Contribution policy, the October 13th Work Session provides the opportunity for Mayor and Council to discuss any adjustments to be included in the FY2021/22 budget for General Fund agency contributions.

As outlined in the policy, any changes to total funding levels or any changes to the agencies guaranteed to receive funding from the City will be considered by Mayor and Council by the end of October. The charts below summarize the agencies that will receive funding per the current policy and the total funding amounts:

8 agencies that will receive General Fund Agency Contributions:

Community Rescue Services
Hagerstown Municipal Band
Hagerstown Neighborhood Development Partnership (HNDP)
Maryland Symphony Orchestra
The Maryland Theatre
Washington County Historical Society
Washington County Museum of Fine Arts
Washington County Free Library

Total Funding for General Fund Agency Contributions:

Total for 8 agencies identified	172,100
Mayor and Council Contingency	-
Additional Obligation (Maryland Theatre)	100,000
	<u>\$ 272,100</u>

*Normal annual amount was \$205,000

Mayor and Council direction is requested to address FY22 Preliminary Budget questions:

1. Are there any changes to the agencies identified that will receive General Fund contributions in FY2021/22?
2. Are there any changes requested in the funding levels established in the policy for FY2021/22?

City of Hagerstown
General Fund Agency Contribution Policy

Purpose:

The City of Hagerstown for many years has funded grants to local community agencies using annual appropriations in the General Fund as the source of this financial support. The purpose of this policy is the following:

- 1) To establish the level of General Fund funding support for agency contributions.
- 2) To define the City's timeline for this process.
- 3) To specify the City's requirements for the information to be provided by agencies seeking funding.
- 4) To outline the schedule for the City's distribution of funds to agencies receiving a grant of more than \$5,000.

Funding:

- 1) The Mayor and Council have established a funding level of \$195,000 to be allocated toward 8 recipients identified by the City as core agencies. These agencies include the following:
 - a) Washington County Free Library
 - b) Washington County Museum of Fine Arts
 - c) Maryland Theatre
 - d) Maryland Symphony Orchestra
 - e) Hagerstown Municipal Band
 - f) Community Rescue Services
 - g) Hagerstown Neighborhood Development Partnership
 - h) Hagerstown Historical Society
- 2) The Mayor and Council have established a \$10,000 contingency for General Fund Agency Contributions.
- 3) The Mayor and Council have established that the total funding level for General Fund Agency Contributions is \$205,000.

Timeline:

- 1) If needed, the Mayor and Council will consider changes to these funding levels for General Fund Agency Contributions in future fiscal years by the end of October.
- 2) The City will distribute application packets to community agencies in November.
- 3) Applications from agencies are due no later than the 2nd Friday of January. Submission of funding requests will not be received after this date.
- 4) The Mayor and Council will approve Community Agency funding from the General Fund by the end of May.
- 5) Agencies will be notified of the Mayor and Council's funding decision by mid-June for contributions to be available beginning July 1.

Application: The City of Hagerstown will consider a number of factors/criteria in approving funding requests. Agencies requesting more than \$5,000 in funding should include the following in their applications for funding:

- 1) A full description of how the requested grant from the City would be used to support agency operations, services, and capital improvements.
- 2) A summary of other local government funding sources and amounts including any grants received from Washington County or other municipalities.
- 3) A copy of the agency's most recent budget.
- 4) A copy of the agency's most recent financial report or audit prepared by an independent auditing firm.
- 5) A description of how the agency supports the goals of the City for downtown revitalization, expansion of the arts, culture, and education, neighborhood vitality, quality of life.
- 6) Agency service data related specifically to providing service and assistance to residents of the City of Hagerstown.

As part of the application and approval process an agency may be requested to make a presentation of their funding request and service information to Mayor and Council during a public work session.

Distribution of Funds:

- 1) The City will distribute grant funds to the agencies on a quarterly reimbursement basis beginning on October 1 of each year for those organizations receiving a grant of more than \$5,000. Other agencies can receive the full amount of their grant in July, the first month of the City's fiscal year.

Mayor and Council and City staff will review this policy at a minimum of every five years and update as necessary.

Approved by Mayor and Council November 25, 2014

Revised October 20, 2015