



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

AGENDA

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

DATE: December 03, 2024

OPEN SESSION – 6:15 PM

Pledge of Allegiance

Roll Call

Statement of Closed Meeting

Approval of Minutes

1. Approving the Open Work Session Minutes and Regular Session Minutes for November 19, 2024

Public Comments – FOR AGENDA ITEMS ONLY

All public comments are limited to 5 minutes per person

New Business

(A) Orders (Consent Agenda)

1. Order 27,608 - authorizing the sole source purchase from Leonardo DRS for the procurement of automated license plate readers in the not to exceed amount of \$75,000
2. Order 27, 609 - authorizing the Chief of Police to accept a FY23 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$75,000 for the purchase of Automated License Plate Readers to be utilized by the Cumberland Police Department in an effort to identify, locate and recover stolen vehicles and to better investigate violent crimes
3. Order 27,610 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Ashley Smith, Lisa James, Rebecca Bocco and Dustin Ullery, Michael Jennings, and Jamie and Christopher Galloway in an amount not to exceed \$20,000 per individual with the cumulative amount not to exceed \$100,000,

utilizing grant funds received from the Maryland Department of Housing and Community Development

- [4.](#) Order 27,611 - authorizing the Mayor to execute a Notice of Voluntary Dismissal of Defendant Value Drug Company from the City's Opioid Litigation case under the advice of the City's opioid case attorneys
- [5.](#) Order 27,612 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and Jeffrey F. Silka for the position of City Administrator to be effective November 1, 2024, for a 5 year term, with automatic one-year renewals thereafter contingent upon terms of the agreement

Public Comments

All public comments are limited to 5 minutes per person

Adjournment

File Attachments for Item:

1. Approving the Open Work Session Minutes and Regular Session Minutes for November 19, 2024



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael S. Cohen
City Clerk Allison K. Layton

Mayor and City Council of Cumberland

WORK SESSION

City Hall 2nd Floor Conference Room
57 N. Liberty Street
Cumberland, MD 21502

Monday, November 19, 2024; 5:15 pm

PRESENT: Mayor Raymond M. Morriss; Council Members: Richard Cioni, Eugene Frazier, James Furstenberg, Laurie Marchini.

ALSO PRESENT: Jeffrey F. Silka, City Administrator; Allison Layton, City Clerk; Michael Cohen; City Solicitor; Captain Burt

Media: Teresa McMinn, Cumberland Times-News and Kathy Cornwell, WCBC

I. PRESENTATION FROM REDSPEED CAMERAS

Captain Burt opened the meeting by addressing the discussion that has taken place at the State level concerning the speeding issues that need to be corrected within the City. The issue is a matter of public safety with motorists and truck drivers exceeding speed limits. He turned the meeting over to representatives from RedSpeed to provide information to address the issue.

The history of RedSpeed was shared, describing the growth from being just an international company to being globally transitioned today. Currently there are over 30 contracts in the state of Maryland and 60% of the revenue generated goes to the appropriate municipality. Fatalities have dropped 35% across the state as well as in other states.

It was divulged that the primary focus of this program is on public safety and a power point presentation was shared, showing a list of vendors in the state for 2023 and of the revenue

generated. There is no investment or risk for the municipalities and RedSpeed covers all expenses for equipment and installation.

Charges are based on the work that is performed, the citations that get approved are printed and mailed to appropriate parties. Any questions regarding the citation are addressed in their call center with a wait time of two minutes or less for a fee of .99 cents for the first call and no additional charges for any additional calls. A flagging fee of \$2.99 is charged for the DMV when someone is past due, if the municipality chooses to pursue that action and is only charged when the fee is paid.

Top of the line equipment is maintained by RedSpeed with the use of current technology that can cover up to seven lanes of traffic with infrared illumination and HD video. Video capturing runs between 6:00 AM and 8:00 PM, beyond 8:00 PM cameras never stop and because of that, are often used for assistance in investigations. The equipment is compatible to all weather conditions.

The cameras are able to capture every plate and violation in the driving area at one time as shown in the video footage, which was presented to show the camera capabilities.

It was shared that studies have been conducted in 18 locations in Cumberland and 15 of those have traffic issues on a daily basis with more than 100 people driving 10mph over the speed limit, and some cases where there were 1,000 people driving 10mph over and 500-600 driving over 15mph over the posted speed limit per day. I-68 will be a project that will be discussed with Captain Burt and Chief Ternent, with a focus on the Moose Curve.

Since a police officer would need to review and certify violations, Captain Burt mentioned the need for a retired Police Officer to maintain the certification and different parameters that need put in place. It was agreed that another meeting would be set up to discuss further.

II. REVIEW OF THE PUBLIC MEETING AGENDA OF NOVEMBER 19, 2024

Mr. Silka addressed the Council members that most of the orders were housekeeping and general business.

Councilman Cioni inquired about number 8, Order # 27,605, Mr. Silka responded the order is referring to a pole building going up in Constitution Park. Verification about Order number 10, Order # 27,607 to confirm it was not a part of the demolition.

II. MAYOR AND CITY COUNCIL UPDATES

- ACM board named David Jones as the new President.
- LabCorp ribbon cutting was today in Martin's Plaza.

- A small amount of money is still available for façade grants and HPC approved 11 COA's.
- Drive into History was successful with 215 chances purchased and CEDC matching funds, \$4000 was raised to purchase outdoor furnishings for businesses.
- Councilmembers expressed appreciation to Rhonda Robinson and the staff at CBIZ for their hospitality during the ribbon cutting and allowing the use of their parking lot as well as the gift bags they provided.
- Councilmembers expressed appreciation to the ACM Culinaire Café for hosting the luncheon and Charis Winery for their donation of wine.
- Thank you notes to all of the invited guests will be sent out by Councilmembers.
- Chessie Federal Credit Union has signed up to be a premier sponsor for next year's Winter Festival as well as Friday After Five and Farmer's Market.
- The community event on Saturday was successful, Matt Miller and Julie Westendorff did a great job coordinating the event and received great feedback.
- Tree Lighting is next Friday at 7:00 PM with festivities starting at 5:00 PM and the arrival of Santa Claus at 7:15 PM. Tree donation was from Tim and Carolyn Matthews.
- Winter Festival is December 14, 2024 with 24 vendors

IV. ADJOURNMENT

With no further business at hand, the meeting adjourned at 6:08 p.m.
Respectfully Submitted,

Allison K. Layton _____
City Clerk

Minutes approved on _____



Mayor and City Council of Cumberland

Mayor Raymond M. Morriss
Councilman Richard J. "Rock" Cioni
Councilman Eugene T. Frazier
Councilman James L. Furstenberg
Councilwoman Laurie P. Marchini

City Administrator Jeffrey F. Silka
City Solicitor Michael Scott Cohen
City Clerk Allison K. Layton

MINUTES

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

DATE: November 19, 2024

I. OPEN SESSION – 6:15 p.m.

II. Pledge of Allegiance

III. Roll Call

PRESENT:

Council Member Richard J. "Rock" Cioni
Council Member Eugene T. Frazier
Council Member James L. Furstenberg, III
Council Member Laurie P. Marchini
President Raymond M. Morriss, (Absent)

Also Present: Jeffrey F. Silka, City Administrator; Allison K. Layton, City Clerk;
Shannon Adams, Fire Chief; James Burt, Police Captain; Michael Cohen, City
Solicitor

IV. Presentations

1. The Councilmembers recognized Allegany High School Historical Research Methods Class for their hard work and dedication for a research project they completed that involved research of the history of downtown and the buildings and how they evolved

over time and how big box businesses affected shopping as time moved forward. No one was present to accept the recognition so an invitation to return at a later time will be sent out.

2. Captain Burt presented awards to officers of the Cumberland Police Department, and acting Mayor Laurie Marchini administered the Oath of Office.

Amanda Flanagan, badge number C269 was born in Cumberland and is married to Detective Tavin Flanagan, a deputy with the Allegany County Sheriff's office, has a 6-year-old daughter. Amanda worked 3 years at the Allegany County Detention, a criminal traffic clerk for the District Court for 2 years and was hired at the CPD in February 2024 and graduated from the Police academy. She is currently assigned to patrol squad 1A.

Logan Talley, badge number C272 was born in Cumberland graduated from Bishop Walsh and has a 4-year-old daughter. Upon graduation from HS, Logan attended ACM and in 2018 he attended the WV state police academy, was employed by the MD county Sheriff's office for 2 years, transferred to the Keyser Police Department as a patrol officer for 4 years. He received his MD compliance and transferred CPD and is still in field training.

V. Proclamations

1. Proclaiming November 30, 2024 as Small Business Saturday in the City of Cumberland

Acting Mayor Laurie Marchini read the proclamation and it was accepted by Melinda Kelleher, Downtown Development Commission.

Since construction started, 15 new businesses have opened with 7 more to follow. Please continue to support downtown businesses.

2. Proclaiming the month of November, 2024 as Municipal Government Month in the City of Cumberland

Councilman Cioni read the proclamation.

Director's Reports

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

(A) Administrative Services

1. Administrative Services Monthly Report for October 2024

(B) Public Works

2. Maintenance Division Monthly Report for October 2024

(C) Police

3. Police Department Activity Monthly Report for October 2024

(D) Utilities- Flood, Water, Sewer

4. Utilities Division Water/Sewer/Flood Monthly Report for October 2024

VI. Approval of Minutes

Motion to approve the minutes was made by Council Member Cioni, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Approval of the Closed Work Session, Open Work Session and Regular Public Minutes from November 4, 2024

Public Comments

All public comments are limited to 5 minutes per person, no comments were made.

VII. New Business

(A) Orders (Consent Agenda)

Mr. Silka reviewed each item on the Consent Agenda and Acting Mayor Marchini called for questions or comments. Motion to approve each item was

made by Council Member Fraizer, seconded by Council Member Furstenberg, and was passed on a vote of 4-0.

1. Order 27,598 - authorizing the execution of Change Order No. 2 with Triad Engineering for additional work not specified in the original contract for the MSC Fuel Tank Replacement Project (City Project 2023-14-PBLD), consisting of an electrical panel, additional paving between the fuel island and salt dome and additional paving around the AST concrete pad in the amount of \$36,650, bringing the total contract price not to exceed \$606,244
2. Order 27,599 - authorizing the Chief of Police to enter into a Memorandum of Understanding with the Governor's Office of Crime Prevention and Policy (GOCPP) for the purpose of establishing and implementing the legislatively mandated "End the Violence" Public Resources Organizing to End Crime Together (PROTECT) Program
3. Order 27,600 - authorizing the formal adoption of the City of Cumberland Mission Statement
4. Order 27,601 - authorizing the execution of an Outdoor Dining Lease Agreement with Corner Tavern & Cafe LLC for the use of the public right of way immediately in front of and adjacent to the property for outside cafe dining for a term effective November 19, 2024 through October 31, 2025
5. Order 27,602 - accepting the proposal from Shaffer Construction Co. for paving work on Memorial Avenue from Arundel Street to Oldtown Road with the addition of a crown in the street to provide proper run-off as a part of the Memorial Avenue Paving Project (City Project 2024-11-PVG) in the amount not to exceed \$42,785
6. Order 27,603 - authorizing the renewal of the contract with Denali Water Solutions for the "WFP Residuals Management Transportation, Storage, Beneficial Use and/or Disposal" Project (33-20-WFP) in variable amounts based on material generated for a term of February 1, 2025 through January 31, 2026
7. Order 27,604 - authorizing the approval of Change Order No. 2 to the Sole Source contract from AquaLaw PLC in the amount of \$1,584 to extend the 1998 Consent Order issued by the Maryland Department of the Environment (MDE) to address Combined Sewer Overflows (CSOs), with the additional cost being split evenly between the City of Cumberland, the City of Frostburg, Allegany County, and LaVale
8. Order 27,605 - accepting the bid from Kauffman Metals, Inc. for the purchase of a Post Frame Structure for Constitution Park in an amount not to exceed \$26,728

9. Order 27,606 - accepting the sole source proposal from Link Computer Corporation for the renewal of the Cisco WebEx cloud based phone system for a one year term from November 28, 2024 to November 28, 2025, in the amount not to exceed \$30,135
10. Order 27,607 - declaring certain City-owned property at 461 Central Avenue and 921

VIII. Public Comments

Mary Eccles- addressed the Councilmembers with her concerns about the Gene Mason Sports Complex and the Skatepark. Her concern was the odor that is apparent from the Sewage plant being in close proximity to the area and feels that the City should provide a better location for the youth. Mary also mentioned that she has been in contact with Ryan Mackey with her idea of an ice-skating rink at the old Memorial Hospital parking decks.

Mr. Silka informed Mary that the City does not own the property at the old Memorial Hospital site.

Dana Tinnen – expressed to the councilmembers that he felt as though they brushed Mary off and that she had a legitimate concern. Dana went on to speak about the Cumberland Christmas Smiles program, mentioning that in 2023 the program provided gifts to 75 youths and 2 families and are hoping to serve 100 youths and 3 families for 2024. Dana is seeking \$1,000 towards the program from the City for the event that is presented by Diversity Awareness TV Inc, a 5013C. He asked everyone to think about December 24 as a kid waiting for Christmas Day to open gifts, as he would like to bring that joy to kids in need.

Councilwoman Marchini reminded all in attendance of the upcoming events and activities downtown and the opportunities to support small businesses.

All public comments are limited to 5 minutes per person

IX. Adjournment

With no further business at hand, the meeting adjourned at 6:51 p.m.

Minutes approved on _____

Raymond M. Morriss, Mayor _____

ATTEST: Allison K. Layton, City Clerk _____

File Attachments for Item:

. Order 27,608 - authorizing the sole source purchase from Leonardo DRS for the procurement of automated license plate readers in the not to exceed amount of \$75,000

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

ORDER NO. 27,608

DATE: December 3, 2024

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

THAT, the sole source purchase from Leonardo DRS, 4221 Tudor Lane, Greensboro, NC 27410, for the procurement of automated license plate readers, be and is hereby approved in the not to exceed amount of Seventy Five Thousand Dollars and No Cents (\$75,000.00); and

BE IT FURTHER ORDERED THAT, this pricing is in accordance with City Code Section 2-171(d)(i), which pertains to the purchase of equipment or services only available through a sole source or a source that has significant familiarity with the city resource for which the purchase is sought.

Raymond M. Morriss, Mayor

Budget:
Grant Purchase/ BJAG-2023-0009

Council Agenda Summary

Meeting Date: December 3, 2024

Key Staff Contact: Chief Chuck Ternent

Item Title: Sole source purchase of License Plate Readers

Summary of project/issue/purchase/contract, etc for Council:

Authorize the Chief of Police to make a sole source purchase from Leonardo DRS in the amount not to exceed \$75,000 for the purchase of License Plate Readers.

Amount of Award:

Budget number:

Grant, bond, etc. reference: Sole Source – Grant Purchase

City of Cumberland

Department of Police

20 Bedford Street, Cumberland, Maryland 21502

Tel: 301-777-1600 Fax: 301-759-6544 cpd@cumberlandmd.gov



John "Chuck" Ternent
Chief of Police

December 3rd, 2024

Jeffrey F. Silka
City Administrator
57 N. Liberty Street
Cumberland, MD 21502

Dear Mr. Silka,

The Cumberland Police Department is requesting a sole source purchase in the amount of \$75,000 payable to Leonardo DRS. for the purchase of automated license plate readers.

The Cumberland Police Department has active license and equipment that was purchased and serviced by Leonardo DRS, including the speed trailer, and mobile automated license plate readers. This purchase would provide additional units, maintain a consistent service contract and licensing, and would make this project more cost efficient.

Respectfully,

John "Chuck" Ternent
Chief of Police

Approved:

Jeffrey F. Silka
City Administrator

File Attachments for Item:

. Order 27, 609 - authorizing the Chief of Police to accept a FY23 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$75,000 for the purchase of Automated License Plate Readers to be utilized by the Cumberland Police Department in an effort to identify, locate and recover stolen vehicles and to better investigate violent crimes

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

ORDER NO. 27,609

DATE: December 3, 2024

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

THAT, the Chief of Police be and is hereby authorized to accept a FY23 Edward Byrne Memorial Justice Assistance Grant award in the amount of Seventy Five Thousand Dollars and No Cents (\$75,000.00) for the purchase of Automated License Plate Readers to be utilized by the Cumberland Police Department to help identify, locate and recover stolen vehicles and to better investigate violent crimes.

Raymond M. Morriss, Mayor

Grant BJAG-2023-0009

Council Agenda Summary

Meeting Date: December 3, 2024

Key Staff Contact: Chuck Ternent Chief of Police

Item Title: FY23 Edward Byrne Memorial Justice Assistance Grant – Automated License Plate Reader Program

Summary of project/issue/purchase/contract, etc for Council:

Authorize the Acting Chief of Police to accept a FY23 Edward Byrne Memorial Justice Assistance Grant award in the amount of \$75,000 to be used to purchase Automated License Plate Readers to be utilized by the Cumberland Police Department in an effort to identify, locate and recover stolen vehicles and to better investigate violent crimes.

Amount of Award: \$75,000

Budget number:

Grant, bond, etc. reference: Grant

WES MOORE
Governor

ARUNA MILLER
Lieutenant Governor



DOROTHY LENNIG
Executive Director

November 25, 2024

Chief Chuck Ternent
Chief of Police
Cumberland Police Department
20 Bedford Street
Cumberland, MD 21502

RE: BJAG-2023-0009

Dear Chief Ternent:

I am pleased to inform you that your grant application submitted by **Cumberland Police Department**, entitled "**CPD Automated License Plate Reader Program**," in the amount of \$75,000.00 has received approval under the Byrne - Justice Assistance Grant (JAG) Program program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Cumberland Police Department's Automated License Plate Reader Program will assist in current efforts to identify, locate, and recover stolen vehicles, and to better investigate violent crimes. This program would provide funding to expand the Cumberland Police Department's current ALPR program and devices which would lead to the apprehension of individuals involved in vehicle thefts, and violent crimes. Program funds would be utilized for purchasing devices and the associated indirect costs and supplies for the devices. Those supplies will be used during the deployment, and use of the devices.

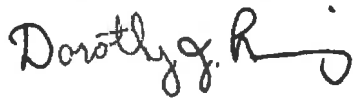
Please pay particular attention to the instructions included on the grant award. It is important that you **carefully review all Special Conditions** attached to this award. Additionally, the General Conditions for all grant awards issued by our office are also located online, at www.goccp.maryland.gov. The chief elected official, or another legally authorized official of the jurisdiction, state agency, or 501(c)(3) receiving the grant award, must sign the original Grant Award & Acceptance Form, initial each page of the Special Conditions document, and upload them in the Grants Management System within **twenty-one (21) calendar days**. Should the acceptance form not be received, requests for reimbursement will not be honored.

A copy of the grant award, Notification of Project Commencement, and individual project reports has also been sent to the project director. The project director is responsible for completing these and other required forms now and at the end of each reporting period. If the project director changes, we must be notified immediately to avoid potential reporting problems.

Projects may commence as soon as the grant award is signed and you have reviewed and accepted all of the General and Special Conditions. No funds may be encumbered or expended prior to this time without the specific written approval of the Governor's Office of Crime Prevention and Policy.

If you have any questions or need any clarification regarding this grant award, please contact **Sun Jang**, your program manager, or **Courtney Thomas**, fiscal specialist. We look forward to working with you on this project and anticipate its success in helping to address criminal justice problems in our state.

Sincerely,

A handwritten signature in black ink, appearing to read "Dorothy Lennig". The signature is fluid and cursive, with a prominent loop at the end.

Dorothy Lennig, Esq.
Executive Director

cc: Lieutenant Alex Menges



Governor's Office of Crime Prevention and Policy

Regional Monitor:
Fiscal Specialist:

Jang, Sun
Thomas, Courtney

Budget Notice

Grant Award Number: BJAG-2023-0009
Sub-recipient: Cumberland Police Department
Project Title: CPD Automated License Plate Reader Program
Implementing Agency: Cumberland Police Department
Award Period: 10/01/2024 - 09/30/2025

CFDA: 16.738
Federal Grant #:

Funding Summary	Grant Funds	100.0 %	\$75,000.00
	Cash Match	0.0 %	\$0.00
	In-Kind Match	0.0 %	\$0.00
	Total Project Funds		\$75,000.00

Equipment

Description	Funding	Quantity	Unit Cost	Total Budget
ALPR Fixed Camera, License, Mount, Software, Hardware, Install, Warranty	Grant Funds	4	\$11,912.75	\$47,651.00
Fixed ALPR Camera, License, Mount, Software, Hardware, Install, Warranty	Grant Funds	1	\$10,809.00	\$10,809.00
Mobile ALPR Camera, License, Mount, Software, Hardware, Install, Warranty	Grant Funds	1	\$16,540.00	\$16,540.00

Equipment Total: \$75,000.00

Approved:

Governor's Office of Crime Prevention and Policy Authorized Representative

Effective Date: 11/21/2024

File Attachments for Item:

. Order 27,610 - awarding increments of the first round of the Choose Cumberland Relocation Package grant to Ashley Smith, Lisa James, Rebecca Bocco and Dustin Ullery, Michael Jennings, and Jamie and Christopher Galloway in an amount not to exceed \$20,000 per individual with the cumulative amount not to exceed \$100,000, utilizing grant funds received from the Maryland Department of Housing and Community Development

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

ORDER NO. 27,610

DATE: December 3, 2024

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

THAT, increments of the Choose Cumberland Relocation Program funds be and are hereby approved for distribution to the individuals listed in an amount not to exceed Twenty Thousand Dollars and No Cents (\$20,000.00) per individual and a cumulative amount not to exceed One Hundred Thousand Dollars and No Cents (\$100,000.00); and

BE IT FURTHER ORDERED THAT, this program utilizes grant funds previously received from the Maryland Department of Housing and Community Development and requires the grantees to meet the program requirements specified in the attached document.

- Ashley Smith
- Lisa James
- Rebecca Bocco and Dustin Ullery
- Michael Jennings
- Jamie and Christopher Galloway

Raymond M. Morriss, Mayor

Council Agenda Summary

Meeting Date: 12/3/2024

Key Staff Contact: Ruth Davis - Rogers

Item Title: Choose Cumberland Relocation Package

Summary of project/issue/purchase/contract, etc for Council:

First round of finalists for the Choose Cumberland Relocation Package

Award: Community Legacy-2024-Cumberland-00226

Choose Cumberland Relocation and Renovation Package

Amount of Award: \$100,000

First round of Finalists (one award per household/family):

- Ashley Smith
- Lisa James
- Rebecca Booco and Dustin Ullery
- Michael Jennings
- Jamie and Christopher Galloway

Choose Cumberland Relocation Package Program and Eligibility Requirements

This is a new pilot program, only a limited number of applications will be approved

THE OFFER – up to \$20,000

- \$10,000 relocation cash

PLUS

- Up to \$10,000, dollar for dollar match, for approved renovations on an existing home, or for a downpayment on a newly constructed home, within the city limits.

ELIGIBILITY

- Be 18+ years old and eligible to work in the US.
- Being eligible to work in the United States, whether you're a US citizen or have a Green Card (permanent resident status).
- Relocating to live in the City of Cumberland from outside of Allegany County.
- Have full-time remote employment, existing local employment, proof of self-employment or accepting a new job in the area.
- Completed a relocation package application and have it approved before relocating to Cumberland.
- Be able to move to Cumberland within six months of being accepted into program
- Must not have a current home under contract with a local realtor
- Consent to a casual interview with city staff and/or the mayor or members of the city council.

LIMITATIONS

- Applicant must purchase a home and live in it as their primary residence for no less than 5 years. If applicant lives in home less than 5 years the funding will need to be paid back to the City of Cumberland.
- If a newly constructed home is purchased, value must not be less than \$150,000.

BENEFITS

- \$10,000 relocation cash will be paid at the time of closing.
- Up to \$10,000 for approved renovations will be issued, as a dollar-for-dollar match, for approved renovations on an existing home. This will be paid based on submitted receipts and proof of payment. If purchasing a newly constructed home the \$10,000 can be applied at closing or as a separate check.
- A diverse, friendly, small-town community located in a historic setting.
- The opportunity to choose from and attend a variety of weekly events and activities.
- Many outdoor recreation opportunities.
- A much lower cost of living compared to other metropolitan areas.
- Creative cultural activities and community volunteer opportunities.

Choose Cumberland Relocation Package Terms and Conditions:

By submitting an application to the Choose Cumberland Relocation Package Program, administered by the City of Cumberland ("Program"), you acknowledge and agree to the following:

(1) Applicants selected to relocate to Cumberland under the Program ("Recipients") and who comply with the Program Terms and Conditions and (a) relocate within six (6) months of notification of selection; (b) sign and abide by a "Choose Cumberland Relocation Package Program Contract" (the "Agreement"); (c) will receive \$10,000.00 ("Program Incentive") payable at closing of a home or upon proof closing has occurred; (d) will receive up to \$10,000, dollar for dollar match, for approved renovations (see attached List of Approved Remodeling and Renovations) on an existing home payable after completion of the renovation and submission of contractor invoices, or for a downpayment on a newly constructed home payable at closing of a home or upon proof closing has occurred, within the city limits; (e) be required to abide by all Program Terms and Conditions; and (f) continue to meet and abide by the Program Terms and Conditions. Recipients are solely responsible for any taxes associated with payment by the Choose Cumberland Relocation Package Program relocation to Cumberland.

(2) Only one application per person. Certain applicants will be notified via email that they are selected by Program officials for an interview conducted virtually or by other means as appropriate. Participation in such interview is a condition of potentially being selected as a Recipient.

(3) "Program Terms and Conditions" means (a) these Program terms, (b) the terms of the Choose Cumberland Relocation Package Program Contract, (c) all policies and procedures published in any manner by the Choose Cumberland Relocation Package Program, and (d) any other terms and conditions imposed by the Choose Cumberland Relocation Package Program relating to the Program.

(4) By completing and submitting an application, you: (a) represent and warrant that (i) you have read, and agree to be bound by, the Program Terms and Conditions; (ii) you are eligible to apply for the Program, (iii) you certify that all of the information provided as part of your application is accurate and complete; (b) agree (i) to be bound by the interpretation of the Program Terms and Conditions made by the Choose Cumberland Relocation Package Program (ii) that all decisions made by the City of Cumberland and its Choose Cumberland Relocation Package are final in all matters relating to the Program, and (iii) the City of Cumberland Choose Cumberland Relocation Package Program has the sole right to decide all matters and disputes arising from this application; (c) agree that THIS IS NOT AN APPLICATION FOR EMPLOYMENT; (d) agree that submitting an application does not entitle you to any incentive or consideration whatsoever and that an Choose Cumberland Relocation Package Program contract must be signed between you and the City of Cumberland before any Program Incentive payments will be made; (e) agree that statements or information furnished on this application are subject to verification and agree to furnish supporting documents or information when so requested, including names, addresses and phone numbers (if known) of officials or other individuals who can substantiate the content of the application; (f) agree that intentional misstatements or falsification may result in disqualification of consideration from the Program; (g) agree that the Choose Cumberland Relocation Package Program reserves the right to require a confidential background check.

(5) If any Recipient has been convicted of a felony or any crime that may reflect poorly the City, that individual's application shall be rejected.

(6) Applicants are responsible for keeping the City apprised of any changes in their contact information, including, but not limited to, home addresses, telephone numbers and email addresses. Failure to do so may result in the rejection of their applications.

(7) If for any reason the Choose Cumberland Relocation Package Program is forced to halt the application process, the City of Cumberland and the Choose Cumberland Relocation Package Program reserves the right, in its sole discretion, to cancel, modify, pause or terminate the Program or pending applications to the program.

(8) A Recipient's rights and obligations under the Choose Cumberland Relocation Package Program are not assignable, transferable or descendible by Recipient. The Program Incentive paid to Recipients is income. No tax withholdings of any kind shall be made and Recipients will receive an IRS Form 1099. It is the responsibility of Recipients to report the income to the appropriate state and federal tax authorities and to pay any taxes due on such income.

(9) The City of Cumberland and the Choose Cumberland Relocation Package Program does not discriminate on the basis of race, color, national origin, ancestry, age, physical or mental disability, marital or family status, pregnancy, veteran status, service in the uniformed services (as defined in state and federal law), religion, creed, sex, sexual orientation, genetic information, gender identity, or gender expression.

(10) Applicants are required to reside in their homes as their principal residences for five (5) years. Any recipient of Program benefits who fails to do so will be required to refund those benefits.

(11) These Program Terms and Conditions and any resulting Agreement are governed by the laws of the State of Maryland, and shall be enforceable exclusively in a court of competent jurisdiction located in Allegany County, Maryland.

List of Approved Remodeling and Renovations

1. Energy Efficiency Improvements:

- **Insulation:** Upgrading or installing new insulation in walls, attics, and basements to improve energy efficiency.
- **Windows and Doors:** Replacing old windows and doors with energy-efficient models that improve insulation and reduce energy costs.
- **HVAC Systems:** Installing or upgrading heating, ventilation, and air conditioning (HVAC) systems to more energy-efficient models.

2. Safety and Structural Repairs:

- **Roofing:** Repairing or replacing damaged roofs, including gutters and downspouts.
- **Foundation Repairs:** Addressing structural issues with the foundation to ensure the stability and safety of the home.
- **Electrical and Plumbing Upgrades:** Updating outdated electrical wiring or plumbing systems to meet current safety codes.

3. Accessibility Improvements:

- **Ramps and Railings:** Installing ramps, railings, or other accessibility features for individuals with mobility challenges.
- **Bathroom Modifications:** Adding grab bars, walk-in showers, or other modifications to make bathrooms safer and more accessible.
- **Widening Doorways:** Expanding doorways to accommodate wheelchairs or other mobility devices.

4. Kitchen and Bathroom Renovations:

- **Cabinetry and Countertops:** Replacing or upgrading kitchen cabinets and countertops with modern, durable materials.
- **Appliances:** Installing energy-efficient appliances such as refrigerators, stoves, dishwashers, or water heaters.
- **Bathroom Fixtures:** Replacing outdated bathroom fixtures like sinks, toilets, and bathtubs with more efficient, modern designs.

5. Exterior Improvements:

- **Siding:** Repairing or replacing exterior siding to improve the home's appearance and weather resistance.
- **Landscaping:** Significant improvements to landscaping that enhance the property's curb appeal and drainage, such as installing retaining walls, walkways, or proper grading.
- **Decks and Patios:** Building or repairing decks, patios, or porches to extend outdoor living spaces.

6. Interior Upgrades:

- **Flooring:** Replacing worn or outdated flooring with new materials like hardwood, tile, or carpeting.
- **Lighting:** Upgrading lighting fixtures to more energy-efficient options or adding additional lighting to improve visibility and ambiance.
- **Painting and Drywall:** Repainting or repairing damaged drywall to refresh the interior of the home.

7. Waterproofing and Moisture Control:

- **Basement Waterproofing:** Installing sump pumps, vapor barriers, or drainage systems to prevent water damage in basements.
- **Exterior Drainage Systems:** Adding or improving exterior drainage systems like French drains to protect the home from water intrusion.

8. Smart Home Technology:

- **Home Automation Systems:** Installing smart thermostats, lighting controls, security systems, or other smart home devices that enhance the home's functionality and energy efficiency.
- **Security Enhancements:** Adding security cameras, alarm systems, or smart locks for improved home security.

9. Green Home Improvements:

- **Solar Panels:** Installing solar panels to reduce energy consumption and utility costs.
- **Rainwater Harvesting Systems:** Adding rain barrels or other rainwater collection systems for irrigation purposes.

10. Additions and Expansions:

- **Room Additions:** Expanding the home with additional rooms, such as extra bedrooms, bathrooms, or a home office, if it aligns with local zoning laws.
- **Garage or Carport:** Building or upgrading a garage or carport to provide secure, sheltered parking.

General Recommendations:

- **Licensed Contractors:** All renovations should be completed by licensed and insured contractors to ensure quality and compliance with local building codes.
- **Documentation:** Require detailed estimates and invoices for all work, along with before-and-after photos, to verify the renovations for reimbursement.
- **Pre-Approval:** Encourage Grantees to seek pre-approval from the City for specific renovations to ensure they qualify for matching funds.

These renovation suggestions are aimed at improving the home's safety, energy efficiency, functionality, and overall value, making it a better long-term investment for the Grantee and the community.

File Attachments for Item:

. Order 27,611 - authorizing the Mayor to execute a Notice of Voluntary Dismissal of Defendant Value Drug Company from the City's Opioid Litigation case under the advice of the City's opioid case attorneys

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

ORDER NO. 27,611

DATE: December 3, 2024

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

THAT, the Mayor be and is hereby authorized to execute a Notice of Voluntary Dismissal of Defendant Value Drug Company from the City's Opioid Litigation case under the advice of the City's opioid case attorneys.

Raymond M. Morriss, Mayor

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OHIO
EASTERN DIVISION**

**IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION**

MDL 1:17-md-2804

THIS DOCUMENT RELATES TO:

**NOTICE OF VOLUNTARY DISMISSAL
OF DEFENDANT VALUE DRUG COMPANY**

City of Cumberland, Maryland

v.

*AmerisourceBergen Drug Corporation
et. al.*

Case No. 1:18-op-45624-DAP

COMES NOW the Plaintiff in reliance upon the advise of counsel regarding VALUE DRUG COMPANY and files this notice of voluntary dismissal, without prejudice, of VALUE DRUG COMPANY from this case pursuant to Rule 41(a)(1)(A) of the Federal Rules of Civil Procedure.

/s/ Aaron L. Harrah

Attorney for Plaintiff

Aaron L. Harrah

HILL, PETERSON, CARPER,

BEE & DEITZLER, PLLC

500 Tracy Way

Charleston, WV 25311

304-345-5667

aaron@hpcbd.com

Signature: _____

Name: _____

Title : _____

City of Cumberland, Maryland

Date _____

Plaintiff's Co-Counsel of record

/s/ J. Burton LeBlanc, IV

Russell W. Budd

J. Burton LeBlanc, IV

BARON & BUDD, P. C.

3102 Oak Lawn Avenue, Suite 1100

Dallas, TX 75219

Tel.: 214-521-3605

Fax: 214-520-1181

rbudd@baronbudd.cm

bleblanc@baronbudd.com

/s/ Peter J. Mougey

Peter J. Mougey

LEVIN, PAPANTONIO, RAFFERTY,

PROCTOR, BUCHANAN, O'BRIEN,

BARR, MOUGEY, P.A.

316 S. Baylen Street, Suite 600

Pensacola, FL 32502-5996

Tel: 850-435-7062

Fax: 850-436-6068

pmougey@levinlaw.com

/s/ Paul T. Farrell, Jr.

Paul T. Farrell, Jr.

Michael J. Fuller, Jr.

FARRELL & FULLER LLC

1311 Ponce de Leon Ave., Suite 202

San Juan, Puerto Rico 00907

Tel: 304-654-8281

mike@farrellfuller.com

paul@farrellfuller.com

/s/ Anthony J. Majestro

Anthony J. Majestro

Powell & Majestro P.L.L.C.

405 Capitol Street

Suite P-1200

Charleston, WV 25301

Tel: 304-346-2889

Fax: 304-346-2895

amajestro@powellmajestro.com

CERTIFICATE OF SERVICE

I hereby certify that the foregoing **NOTICE OF VOLUNTARY DISMISSAL** was delivered via the Court's electronic system, which electronically transmitted notice of such filing to all counsel of records this _____ day of November 2024.

/s/ Aaron L. Harrah

Attorney for Plaintiff

Aaron L. Harrah

HILL, PETERSON, CARPER,

BEE & DEITZLER, PLLC

Charleston, WV 25311

304-345-5667

aaron@hpcbd.com

File Attachments for Item:

. Order 27,612 - authorizing the execution of an Employment Agreement by and between the Mayor and City Council of Cumberland and Jeffrey F. Silka for the position of City Administrator to be effective November 1, 2024, for a 5 year term, with automatic one-year renewals thereafter contingent upon terms of the agreement

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

ORDER NO. 27,612

DATE: December 3, 2024

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

THAT, the Mayor be and is hereby authorized to execute an Employment Agreement by and between the Mayor and City Council of Cumberland and Jeffrey F. Silka for the position of City Administrator to be effective November 1, 2024, for a five (5) year term, with automatic one-year renewals thereafter contingent upon terms of the agreement.

Raymond M. Morriss, Mayor

CITY ADMINISTRATOR EMPLOYMENT AGREEMENT

THIS CITY ADMINISTRATOR EMPLOYMENT AGREEMENT (“Agreement”), by and between the **MAYOR AND CITY COUNCIL OF CUMBERLAND** (the “City”), a municipal corporation duly formed and existing under the laws of the State of Maryland, and **Jeffrey Silka** (“Silka”) is made and effective this ____ day of December, 2024.

RECITALS:

WHEREAS, the City desires to employ Silka as its City Administrator pursuant to Section 18 of the Charter of the City of Cumberland (the “City Charter”);

WHEREAS, Section 37 of the City Charter provides that the position of City Administrator is a contractual position rather than a civil service position;

WHEREAS, the City has determined that it is in the best interests and welfare of the City to employ Silka as its City Administrator; and

WHEREAS, it is the desire of Silka to accept such employment subject to the terms and conditions of this Agreement, all of which are acceptable to the parties hereto.

WITNESSETH:

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

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

2. **Appointment/Term of Employment.** The City hereby employs Silka for the position of City Administrator, and Silka hereby accepts the said employment, which said employment shall commence effective November 1, 2024 and extend through the close of business on October 31, 2029 (the “Initial Term”), unless otherwise earlier terminated pursuant to the provisions of this Agreement. Upon the expiration of the Initial Term, it shall automatically renew from year to year for successive one (1) year renewal terms, unless terms are renegotiated, upon the same terms and conditions as set forth herein unless the City provides written notice to Silka at least one hundred eighty (180) days prior to the expiration of the Initial Term or any renewal term, as the case may be, of his/its decision not to renew this Agreement. It is understood and agreed that notwithstanding the notice provision set forth herein, the City has the right to terminate Silka’ employment at any time, for cause or without cause, with or without notice.

Unless otherwise provided hereinafter, all compensation and benefits to be afforded to Silka shall continue as were in place prior to the date of this Agreement, except as otherwise provided herein.

3. Duties of Silka. Silka shall perform those duties set forth in the City Charter and City Code as being the responsibility of the City Administrator, and he further shall perform any and all such other duties as may be prescribed from time-to-time by the Mayor and City Council. He shall perform the functions and duties of his position honestly, fully, faithfully and loyally, acting at all times in the best interest of the City.

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

It is understood and agreed that Silka shall devote his full-time employment and attention and his best efforts to the performance of his duties as set forth herein. He shall do no act or fail to perform any act where such act or failure to act operates to the detriment of the City.

4. Salary. Silka shall receive salary in the amount of One Hundred Fifty-Nine Thousand Three Hundred Forty-Eight Dollars and Eighty Cents (\$159,348.80) per annum, payable on regular paydays and in accordance with the payroll procedures of the City now in force or as may be amended from time-to-time. Said salary shall increase annually by the cost-of-living adjustment, if any, the City generally provides to its non-union employees.

5. Office Support. The City shall provide an office, supplies and equipment therefore, as the same are necessary for Silka's professional and effective performance of his duties as City Administrator.

6. Benefits. Silka shall be entitled to the following benefits:

6.1. Holidays. He shall be entitled to time off for all holidays normally observed by the City.

6.2. Vacations. Silka shall earn paid vacation up to a maximum of twenty-five (25) days per year. Said vacation shall be non-cumulative and shall not carry over from year to year, unless agreed upon by the parties in writing. Upon the termination or expiration of this Agreement, Silka shall be entitled to compensation for any vacation leave he has accrued but not used.

6.3. Sick Leave. Paid sick leave shall accrue at the rate it accrues generally for the City's non-union employees, currently one and one-fourth (1 ¼) days per month and shall

be cumulative without limit as to carry-over from year to year. Upon the expiration or termination of this Agreement, Silka shall receive compensation for unused sick leave in accordance with the policy then generally applicable to the City's non-union employees under the terms of the City's Employee Handbook and he shall be given credit for said sick leave for purposes of his State of Maryland Retirement System benefits to the same extent generally applicable to the City's non-union employees under the City's Employee Handbook.

6.4. Health Insurance. The City shall provide Silka with the same health insurance, including family coverage, the City generally provides for the benefit of its non-union employees and he shall contribute to the payment of the premiums in the same percentages applicable to those employees generally under the terms of the City's Employee Handbook. The costs of said premiums shall be deducted from his pay and he consents to the City effecting said deductions from his pay.

6.5. Retirement. The City shall provide Silka with the retirement benefits set forth in this Section of the Agreement.

6.5.1. State Retirement. The City shall contribute to the State of Maryland Retirement System for the benefit of Silka in such amount as is prescribed by State law.

6.5.2. Deferred Compensation. The City shall establish a deferred compensation plan for Silka's benefit. Silka may make contributions to the plan as he sees fit. Subject to the deferred compensation plan's terms and provisions, the City will contribute \$12,000 to that plan annually, said contributions to be made in equal installments during the course of the fiscal year.

6.6. Life Insurance. The City shall contribute Six Hundred Dollars (\$600.00) annually for the payment of the premiums for a life insurance policy insuring Silka's life.

6.7. Automobile Provisions.

6.7.1. Automobile Allowance. The City shall provide Silka with a five hundred dollars (\$500.00) monthly automobile allowance.

6.7.2 Requirements. Silka shall be responsible for providing a vehicle for his use in carrying out his duties as City Administrator. Further, he shall be responsible for all operational, maintenance, repair and fuel costs for his vehicle as well the costs associated with the procurement of comprehensive insurance coverage for the said vehicle. Silka shall procure comprehensive insurance coverage for any vehicles he owns or uses naming the City as a co-insured and providing coverage in the amount of no less than \$100,000.00 per claim and \$300,000.00 per occurrence. Immediately upon the execution of this Agreement, Silka shall provide the City Clerk with a certificate of insurance evidencing his procurement of the required automobile insurance coverage

6.8. Miscellaneous Benefits. In addition to the benefits enumerated above, Silka shall receive such other benefits available or which may be made available generally to the City's non-union employees under the City's Employee Handbook.

7. Performance Evaluations.

A. The City shall review and evaluate the performance of the City Administrator at least once annually in advance of the adoption of the annual operating budget. Said review and evaluation shall be in accordance with specified criteria developed by the City with the City Administrator's input. Said criteria may be added to or deleted from as the City may from time-to-time determine in consultation with the City Administrator. Further, the Mayor shall provide the City Administrator with a summary written statement of the findings of the Mayor and City Council and provide an adequate opportunity for the City Administrator to discuss the evaluation with the Mayor and City Council.

B. Annually, the Mayor and City Council shall define such goals and performance objectives that they determine necessary for the proper operation of the City and in the attainment of the Mayor and City Council's policy objectives and shall further establish a relative priority among those various goals and objectives, said goals and objectives to be reduced to writing. They shall generally be attainable within the time limitations as specified and the annual operating and capital budget appropriations provided.

C. In effecting the provisions of this Section, the City and City Administrator agree to abide by the provisions of applicable law.

8. Death & Disability.

8.1. Death. If Silka dies prior to expiration of the Initial Term or any renewal term of this Agreement, all obligations of the City to Silka will cease as of the date of his death.

8.2. Disability. If Silka is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity or health for a period of four (4) successive weeks beyond any accrued sick leave, the City shall have the right to terminate this Agreement, said termination to be considered as other than for Cause, with benefits being paid in the manner set forth in Section 9.3 hereinafter.

9. Termination. This Agreement may be terminated upon any of the following reasons, subject to the following terms and conditions:

9.1. Termination Upon Mutual Consent. This Agreement may be terminated upon mutual consent of the City and Silka, upon such terms and conditions as agreed in writing by the parties hereto. Such a termination shall not be considered to be a termination for Cause. However, Silka shall not be entitled to the benefits set forth in Section 9.3 hereafter, unless the parties' written agreement includes said benefits.

9.2. Termination for Cause. The City may terminate Silka employment under the terms of this Agreement at any time for Cause. For the purposes of this Agreement, “Cause” shall be defined as:

(i) Silka’ failure to satisfactorily perform his obligations under the terms of this Agreement, the City Charter, as now in force or as may hereafter be amended, or the City Code, as now in force or as may be hereafter amended;

(ii) Silka’ conviction of a felony;

(iii) Silka’ conviction of any crime punishable as a felony or involving moral turpitude;

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

(v) Silka violation of the International City/County Management Association (“ICMA”) Code of Ethics; or

(vi) any action by Silka which is likely, in the City’s opinion, to significantly damage its public image and any such action has not been remediated or corrected, provided it is capable of being remediated or corrected, to the reasonable satisfaction of the City within ten (10) days of written notice thereof to Silka.

It is specifically agreed that upon termination for “cause”, Silka shall be entitled to receive his salary and benefits to the date of said termination but no longer.

It is further agreed by the parties that the effective execution of the position of City Administrator will require the reasonable use of personal judgment with respect to the interpretation and implementation of the City Charter, City Code, ordinances, and rules and regulations and that the reasonable use of said judgment may not constitute “cause” for termination.

9.3. Termination other than for Cause. In the event the City elects to terminate this Agreement other than for Cause before the expiration of the Initial Term or any renewal term of this Agreement and, at the time of the termination, Silka is willing and able to perform his duties under this Agreement but for his termination, it shall pay Silka a lump sum cash payment equal to one hundred eighty (180) days aggregate salary and benefits. He shall also be compensated for all earned and unused vacation and sick leave accrued as of the date of the termination. Otherwise, Silka shall be entitled to receive his salary and benefits to the date of said termination but no longer.

9.4 Resignation. In the event Silka resigns from his position with the City before the expiration of the Initial Term of this Agreement or any renewal term thereafter, he shall provide the City with no less than forty-five (45) days’ advance written notice of his

resignation unless the parties agree otherwise in writing. Upon resignation, Silka shall be entitled to receive his salary and benefits through the effective date of said resignation, but no longer, and he shall have the right to receive compensation for any vacation leave he has accrued but not used. In the event Silka resigns without providing the required forty-five (45) days' written notice and the City does not waive this notice requirement in writing, Silka will forfeit the right to receive compensation for accrued and unused vacation leave and he shall be subject to such other and further remedies as the City may have against him.

10. **Suspension.** The City may suspend the City Administrator with full pay and benefits at any time during the term of this Agreement. He shall be given written notice setting forth the bases for the suspension within a reasonable period of time following the commencement of said suspension.

11. **Professional Associations, Memberships and Training.** The City agrees to appropriate and expend funds for Silka to maintain his membership in ICMA and the Maryland City and County Management Association ("MCCMA"). At a minimum, the City agrees to provide for such training and professional education as is necessary for Silka to maintain his ICMA Credentialed Manager status.

12. **Dues and Subscriptions.** The City agrees to budget and pay for professional dues and subscriptions necessary for Silka' continuation and full participation in national, regional, state and local organizations necessary and desirable for his continued professional growth and advancement and for the good of the City.

13. **Civic Club Membership.** The City recognizes the desirability of representation in and before local civic and other organizations, and Silka is authorized and encouraged to become a member of such civic clubs and organizations or to otherwise participate in their programs and meetings. With respect to memberships requiring the payment of dues, the Mayor shall be responsible for determining which organizations Silka may join.

14. **Outside Employment Prohibited.** It is further understood and agreed that Silka shall regularly be required to work more than forty (40) hour work weeks in the fulfillment of his duties as City Administrator. In furtherance of the fulfillment of the said duties, during the Initial Term and any renewal terms of this Agreement, he shall be prohibited from accepting any work other than his employment as City Administrator, whether as an employee or on an independent contractual basis, on a temporary or permanent basis, on a part-time or full-time basis, or otherwise, except as may be permitted by the City, the said grant of permission to be set forth in writing, subject to the limitation that said outside employment shall not interfere with Silka' fulfillment of his obligations under the terms of this Agreement.

15. **Time Off During Workday.** In recognition of the fact that Silka will devote a great deal of time to the performance of his duties as City Administrator outside of normal office hours, he shall be allowed to take time off as he shall deem appropriate during those normal office hours.

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

17. **City Residence.** Section 18 of the City Charter requires the City Administrator to become a resident of the City of Cumberland and maintain said residency throughout the term of his employment as such as a condition of his continued employment with the City as its City Administrator. It is understood that the City Administrator will have overnight stays at locations other than his principal residence in the City of Cumberland; however, he shall maintain his residence in the City of Cumberland and shall spend the majority of his overnight stays in the City of Cumberland.

18. **Use & Return of City Property.** Silka recognizes and agrees that personal property is provided to him by the City in connection with his employment as City Administrator, which personal property shall be and remain the property of the City. Further, Silka will preserve, use and hold the City's property for the benefit of the City for the purpose of carrying out the City's business, it being understood that reasonable personal use, consistent with City policies, is permitted. When Silka's employment under this Agreement terminates, he will immediately deliver to the City all City property he has in his possession or control.

19. **Bonding.** The City shall bear the full costs of any fidelity or other bonds required of the City Administrator required under any law or ordinance.

20. **No Reductions of Benefits.** The City shall not at any time during the term of this Agreement reduce the salary, compensation or other financial benefits of the City Administrator, except to the degree of such a reduction across the board for all non-union employees of the City.

21. **Relationship of the Parties.** The relationship between the parties hereto is that of employer and employee. Silka shall have no authority to enter into any contracts binding upon the City, except as shall be specifically authorized in the City Code or in writing by the City.

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

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

24. **Entire Agreement/Prior Agreements.** This Agreement constitutes the entire agreement between the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations between the parties with respect to all or any part of the subject matter of this Agreement. This Agreement supersedes and takes the place of all prior agreements between the parties hereto relative to the City's employment of Silka and the terms and conditions thereof.

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

26. **Severability.** Each section of this Agreement shall be severable, and should any section hereof be deemed to be unconstitutional, illegal or void, said determination shall not affect the validity or enforceability of any other section. The parties hereto agree that should any such clause be declared to be unconstitutional, illegal or void, they shall attempt to renegotiate said term so as to effect the intent of the parties with respect to the terms of this Agreement under terms which are constitutional, legal and enforceable.

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

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

29. **Counterparts; Electronic Copies.** This Agreement may be executed in counterparts. Counterparts transmitted email, text message or by other electronic means other than facsimile transmission shall be deemed to be and treated as originals.

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

31. **Notices.** Notices required by the terms of this Agreement shall be given by deposit in the custody of the United State Postal Service, postage prepaid, addressed as follows:

If to the City, to:

City Clerk
57 N. Liberty Street
Cumberland, MD 21502

If to the City Administrator, to:

Jeffrey Silka
1334 Shades Lane
Cumberland, MD 21502

Alternatively, notices required pursuant to the terms of this Agreement may be hand-delivered to the persons identified above. Notice shall be deemed given as of the date of hand-delivery or as of the date of deposit of such written notice in the course of its transmission by means of the United States Postal Service. In the event either party changes their address, he/it shall provide the other party with written notice of the address change and the new address shall be that party's address of record for the purpose of the notice provisions set forth in this section.

32. **Governing Law.** This Agreement shall be governed and construed according to the laws of the State of Maryland without regard to principles of conflict of laws. It shall be enforceable by means of an action commenced in the Circuit Court for Allegany County, Maryland or the District Court of Maryland for Allegany County, and both parties waive the right to claim that such a proceeding is commence in an inconvenient forum or one that lacks proper venue.

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

WITNESS/ATTEST:

_____(SEAL)
Jeffrey Silka

**MAYOR AND CITY COUNCIL OF
CUMBERLAND**

Allison Layton, City Clerk

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