

AGENDA
WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863

The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

March 21st, 2023

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|---|--------|
| | Item # |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Meeting Room – Room 1101
Government Center, One West Market Street, Snow Hill, Maryland | |
| 9:01 - Closed Session
(Discussion regarding a personnel update, request to hire Plant Operator Trainee, request to hire Maintenance Worker and certain personnel matters with human resources, receiving legal advice, and performing administrative functions) | |
| 10:00 - Call to Order, Prayer (Reverend Mary Haggard), Pledge of Allegiance | |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from March 7th, 2023 Meeting | |
| 10:02 - Commendation for Years of Service | 1 |
| 10:05 - Consent Agenda
(Housing Rehab Bid Recommendation Pocomoke, Heroin Coordinator Grant Request, Police Accountability, Community & Transparency Grant Request, Harbor Day Grant Request, Administrative Office of the Courts Grant Request, Request to Retain Vehicle, Request to Bid Batting Cage, Request to Bid Board of Zoning Appeals Legal Services, Request to Contract Design of WWW Interconnection, Request to Contract Study WWW Effluent Disposal, Sea Oaks Village II Small Project Agreement, Mosquito Control 2023 MDA Agreement, Surplus Vehicles, Equipment and Misc., BOE Nonrecurring) | 2-15 |
| 10:10 - Chief Administrative Officer: Administrative Matters
(Request to Modify Tri County Council Grant, Request for Public Hearing Surplus Properties, Request to Purchase Playground Equipment, Proposed Pipe Cost Increases, FY24 Enterprise Fund Budget Request, Corps Decision on Ocean City Inlet, Quitclaim of Reese Property, FY24 Benefit Recommendations, Fire EMS Committee Update, Sussex EMS Response, Board Appointments) | 16-26 |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks | |

Lunch

- 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

Hearing Assistance Units Available – see County Administration Office Please be thoughtful and considerate of others. *Turn OFF all cell phones and notification during the meeting!*
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Minutes of the County Commissioners of Worcester County, Maryland

March 7, 2023

Anthony W. Bertino, Jr., president
Madison J. Bunting, Jr., vice president
Caryn G. Abbott
Theodore J. Elder
Eric J. Fiori
Joseph M. Mitrecic
Diana Purnell

Following a motion by Commissioner Bunting, seconded by Commissioner Purnell, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Conference Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Candace Savage, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, Human Resources Director Stacey Norton; and Human Resources Deputy Director Pat Walls. Topics discussed and actions taken included the following: hiring Brandon Kline as a grounds worker, transferring Emergency Communications Specialist Jacob Gross from full-time to part-time, and certain personnel matters with human resources; receiving legal advice from counsel; and performing administrative functions, including discussing FY24 benefits recommendations.

Following a motion by Commissioner Mitrecic, seconded by Commissioner Purnell, the commissioners unanimously voted to adjourn their closed session at 9:59 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Bertino called the meeting to order, and following a morning prayer by Pastor Sean Davis of Ocean City Baptist Church and pledge of allegiance, announced the topics discussed during the morning closed session.

The commissioners reviewed and approved the open and closed session minutes of their February 21, 2023 meeting as presented.

The commissioners presented a proclamation recognizing this month as March for Meals Month to Commission on Aging (COA) Executive Director John Dorrough and other COA professionals.

The commissioners presented a proclamation recognizing March as Women's History Month to Commission for Women (CFW) Chair Tamara White and other CFW members.

The commissioners presented a proclamation recognizing March as Professional Social Work Month to Department of Social Services (DSS) Foster Care Supervisors Nancy Haines and

Kari Mason, Life Crisis Executive Director Jamie Manning, and other professional social workers.

Upon a motion by Commissioner Purnell, the commissioners unanimously approved by consent agenda item numbers 2-11 as follows: the low bid of \$49,340.66 from Poseidon Plumbing & Home Services to renovate a home in Pocomoke; bid specifications for the sale of the synthetic ice rink, including accessories; bid specifications to purchase a communications service monitor for Emergency Services; a contract from Veolia of \$27,916.28 to purchase nine replacement membrane modules and O-ring seals for the Mystic Harbour Wastewater Treatment Plant; a request for proposals for sound attenuating panels for the Worcester County Government Center; bid specifications for disaster debris management; out-of-state travel for three Public Works personnel to attend the 2023 Hurricane Conference April 3-6, 2023 in New Orleans, Louisiana; one hotel room for Board of Elections staff to participate in the 2023 Maryland Association of Elections Officers Conference May 14-19 in Ocean City; Resolution No. 23-24 updating Board of Zoning Appeals fees associated with sending all adjoiner notifications by both standard first-class mail and certified mail with electronic return receipt; and extending the State Department of Assessment and Taxation Holdover Lease Agreement for an additional six months to continue relocation efforts.

The commissioners met with Superintendent of Schools Lou Taylor to review the findings of the Buckingham Elementary School (BES) feasibility study, developed by the Becker Morgan Group. Also in attendance were Board of Education (BOE) President Todd Ferrante, Vice President Bill Buchanan, and member Elena McComas, BOE Chief Financial Officer Vince Tolbert, Facilities Planner Joe Price, and Chief Operations and Human Relations Officer Dr. Dwayne Abt, and BES Principal Dr. Chris Welch and other BES staff. Mr. Taylor and other BOE staff reviewed the results of the study, which recommends building a new, two-story BES at an estimated cost of \$73.1 million, with a State cost of \$17.2 million and County cost of \$55.9 million, rather than renovating and adding onto the existing BES at an estimated costs of \$82.8 million.

Following some discussion and upon a motion by Commissioner Mitrecic, the commissioners unanimously approved the findings of the feasibility study recommendation to build a new BES and agreed to allocate \$60,000 for design funding to complete the education specifications and conceptual planning phase of the project.

Upon a motion by Commissioner Abbott, the commissioners voted 6-1, with Commissioner Elder voting in opposition, to appoint Commissioners Bunting, Purnell, and Fiori to serve on the BES Conceptual Planning Committee.

The commissioners met with representatives from the towns of Pocomoke, Berlin, Snow Hill, and Ocean City, as well as the Ocean Pines Association (OPA) regarding their FY24 grant requests from the County.

Pocomoke Mayor Elect Todd Nock, EMS Chief Ryan McCready, and Karah Lacey reviewed their request for the County to provide funding totaling \$1,910,069 for FY24, including categorical funding, shared revenues, pass-through grants, and \$49,959 in funding equivalent to 10% of table games revenues from the Casino at Ocean Downs.

Berlin Mayor Zack Tyndall expressed the town's full support for the construction of a new BES, discussed the Rails to Trails project, and presented a revised plan to address speeding on Flower Street rather than constructing the previously proposed roundabout. He then reviewed the town's overall request for the County to provide funding totaling \$2,408,944 for FY24, including categorical funding, shared revenues, and pass-through grants. He also asked the Commissioners to reallocate funds of \$122,000 from the prior roundabout project to fund the two additional EMS positions created last year. He stated that this is a one-time request due to budgetary issues. In response to his comments, Commissioner Bertino stated that it should not be incumbent upon County taxpayers to fix the town's budget deficit issues. He then cautioned the town to have another plan to address budget shortfalls.

Snow Hill Mayor Mike Pruitt and Town Manager Rick Pollitt reviewed a request for County funding totaling \$2,273,776 for FY24, including categorical funding, as well as shared revenues, pass-through grants, \$49,959 in funding equivalent to 10% of table games revenues from the Casino at Ocean Downs, and \$161,495 to help address flooding at Byrd park.

Ocean City Mayor Rick Meehan and Town Manager Terry McGean requested County funding totaling \$9,134,507 for FY24, including categorical funding, shared revenues, and pass-through grants, which include \$80,000 to purchase additional cameras to expand the City Watch Program and \$250,000 in Program Open Space funds to help cover costs to expand and renovate the Skate Park at 3rd Street in Ocean City.

OPA President Doug Parks and General Manager John Viola requested County funding totaling \$1,874,704 for FY24, including categorical funding to include funds of \$150,000 for roads and bridges repairs, shared revenues, and pass-through grants. In response to comments by Commissioner Bertino regarding the future of the Ocean Pines Police Department, Mr. Viola advised that the OPA has been in the law enforcement business for 50 years and plans on being in it in the future by offering more competitive salaries and participating in the Law Enforcement Officers' Pension System.

Pursuant to the recommendation of Chief Administrative Officer Weston Young and upon a motion by Commissioner Bunting, the commissioners unanimously agreed to encumber \$5,000 for a pilot project for grant writing services to enable volunteer fire and emergency medical services companies in the County to pursue federal and state funding opportunities.

Pursuant to the request of Human Resources Director Stacey Norton and Public Works Director Dallas Baker and upon a motion by Commissioner Elder, the commissioners unanimously agreed to transfer one vacant office assistant III position in the Recycling Division at (G11/S7) at \$38,750 to a vehicle and equipment mechanic III in the Fleet Management Division at (G14/S1) at \$48,646.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Purnell, the commissioners unanimously accepted the proposal from EA Engineering, Science, and Technology, Inc. for groundwater monitoring and analytical services at the Central Landfill in Newark for calendar years 2023 and 2024 at an annual cost of \$105,478.92 for a total two-year cost of \$210,957.84.

The commissioners met with Mr. Baker to review the draft Consolidated Transportation Program priority letter. Commissioner Elder requested that the letter be revised to include safety improvements to the intersection of U.S. Rt. 50 and MD Rt. 610. Following some discussion and upon a motion by Commissioner Bunting, the commissioners unanimously approved the draft letter as amended.

The commissioners met with Development Review and Permitting Director Jennifer Keener to discuss steps to begin the redistricting process, which is necessary to address population growth and a shift in population across the existing election districts as identified in the 2020 Census. Ms. Keener stated that staff's goal is to maintain the existing boundaries to the extent practicable while using mapping software that will help them to address the following parameters: assuring the districts are of nearly equal population, maintain a majority minority district, and maintain contiguity. Following some discussion and upon a motion by Commissioner Elder, the commissioners unanimously directed staff to map several redistricting options for their review prior to scheduling one or more public hearings to receive public input on plans to redistrict.

Pursuant to the request of Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Mitrecic, the commissioners unanimously authorized Recreation and Parks staff to move forward with plans to rehabilitate the Pocomoke Middle School (PMS) basketball courts at a cost of \$320,000. Ms. Rados reviewed the project and advised that Program Open Space funds can be used to cover 90% of project costs, with staff to offset the 10% match with in-kind services. Mayor Elect Nock confirmed that the town is allocating \$15,000 toward this project. Commissioner Abbott stated that this project has been a collaboration between the County and Pocomoke City officials, that she enjoyed working with everyone on the details, and that she is thrilled that this very special project is becoming a reality. In response to questions by Commissioner Elder, Parks Superintendent Jacob Stephens confirmed that the County will maintain the facilities. He also agreed to develop a memorandum of understanding between the County and Board of Education, which outlines each party's responsibilities, for the commissioners to consider at a future meeting.

Ms. Rados met with the commissioners to propose implementing a one-year pilot program at Shell Mill Landing, which includes implementing Park Mobile, a metered service, to charge out-of-state patrons a flat rate of \$10 a day to park. She reviewed the need for the program as well as details about its implementation. Commissioner Mitrecic objected to implementing a pilot program at only one rather than all of the County boat ramps, as doing so would drive users to other public boat ramps where they could park for free. Commissioner Bunting supported the program, noting that it is a good start and will allow them to track the number of out-of-state users at the facility. Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 5-2-1, with Commissioners Elder and Mitrecic voting in opposition and Commissioner Purnell abstaining to implement the one-year pilot program at Shell Mill Landing as proposed.

In follow up to discussions from the commissioners' February 7, 2023 meeting, Ms. Rados presented a revised proposal to implement an application process for issuing special use

permits to commercial entities seeking to utilize County boat landings, which include the following criteria: posing no conflict with the general boating public, posing no interference with the needs of recreational boaters, and posing no potential damage to the ramps and facilities. The process would allow commercial users to request the use of County boat ramps for up to five specific dates per calendar year, with each application to include a \$50 non-refundable payment, and all applications to be reviewed for possible approval by the commissioners. In response to concerns raised by Commissioner Mitrecic, Ms. Rados confirmed that the activities of boat dealers and repair shops are defined as commercial uses and would be subject to the new regulations currently being proposed. Commissioner Fiori stated that the proposal should be amended to further define commercial uses and address the following: authorizing boat dealers and boat repairs to continue utilizing the ramps, as they provide a myriad of services to residents without any negative impact to parking at the boat ramps, implementing a bond process for commercial entities that use heavy equipment in and around the boat ramps to assure that any damages to these facilities are repaired at the cost of the user; and recognizing that for-hire guides and charter services are not permitted commercial uses at County boat ramps. Commissioner Bunting concurred.

Following some discussion and upon a motion by Commissioner Abbott, the commissioners voted 4-3, with Commissioners Elder, Mitrecic, and Purnell voting in opposition, for staff to develop recommendations for moving forward based on concerns raised by the commissioners.

At the recommendation of Chief Administrative Officer Weston Young and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to cancel their April 4, 2023 meeting, due to a conflict with several commissioners who will be attending the National Hurricane Conference in New Orleans, Louisiana from April 3-6.

Commissioner Mitrecic advised that there have now been 23 whale deaths and several dolphin deaths in the Mid-Atlantic, making it imperative for the commissioners to continue their letter writing campaign to push for a moratorium on offshore wind development and for a study to identify whether electronic impulses from offshore wind equipment is disorienting and causing these highly-intelligent mammals to become disoriented and to surface prematurely and be struck and killed by vessels.

Commissioner Abbott called on the community to pray for the fire fighters who were injured when responding to a house fire in Pocomoke recently and for the homeowner who lost everything and is now without a place to live. She also extended thanks to Commissioner Fiori for helping her make the basketball project in Pocomoke a reality.

In response to concerns raised by Commissioner Bertino and upon a motion by Commissioner Elder, the commissioners unanimously agreed to send a second letter to the State legislature opposing the amended version of HB119/SB199 Primary and Secondary Education – Comprehensive Health Education Framework, which would require all boards of education to introduce radical, unscientific gender theory and graphic sexual instruction to minors attending taxpayer-funded pre-kindergarten, elementary, and middle schools statewide under the guise of “Health Education.” Commissioner Bertino noted that this bill disregards parental rights, and the

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house passed an even more stringent version of the original bill by eliminating even the miniscule opt-out provision for certain sections. Commissioner Abbott stated that these bills not only usurp the rights of all Maryland parents, but also remove control from the Worcester County Board of Education members, who were elected to represent the interests of Worcester County citizens. She urged those in attendance and viewers to also contact their State legislators to oppose these bills. Commissioner Elder concurred, noting that this is an attack on family values. Commissioner Fiori also concurred, stating that the commissioners must do everything in their power to stop this legislation.

The commissioners answered questions from the press, after which they adjourned to meet again on March 21, 2023.

TEL: 410-632-1194
FAX: 410-632-3131
WEB: www.co.worcester.md.us



COMMISSIONERS
ANTHONY W. BERTINO, JR., PRESIDENT
MADISON J. BUNTING, JR., VICE PRESIDENT
CARYN G. ABBOTT
THEODORE J. ELDER
ERIC J. FIORI
JOSEPH M. MITRECIC
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
CANDACE I. SAVAGE, CGFM
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

COMMENDATION

WHEREAS, Dale Shockley Evans has contributed 21 years of dedicated service to the Water and Wastewater Division of Worcester County Public Works where he began his career on August 1, 2002; and

WHEREAS, Mr. Evans's expertise and experience as a maintenance worker II have been instrumental in the overall management of the Water and Wastewater Division, where he maintained and repaired water and wastewater systems operated by Worcester County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Dale Shockley Evans** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 21st day of March, in the Year of Our Lord Two Thousand and Twenty-Three.



Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

Diana Purnell



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1201
SNOW HILL, MARYLAND 21863
TEL: 410.632.1200 / FAX: 410.632.3008
www.co.worcester.md.us/drp/drpindex.htm

ZONING DIVISION
BUILDING DIVISION
ADMINISTRATIVE DIVISION

DATA RESEARCH DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

Memorandum

To: Worcester County Commissioners
CC: File
From: Davida Washington
Date: 3/14/2023
Re: Housing Rehabilitation Program Bid Recommendation

A bid opening was held on Monday, February 13, 2023, for proposed renovations for a housing rehabilitation project located in Pocomoke. Bids were received from three contractors as follows:

Colossal Contractors, Inc. - \$70,950.00

Poseidon Plumbing & Home Services - \$34,395.06

Improvement Zone - \$78,391.00

This project is proposed to be funded through the current CDBG housing rehabilitation grant, MD-23-CD-25. **After reviewing the proposals, it is my recommendation to accept the bid presented by Poseidon Plumbing & Home Services at \$34,395.06** as low bidder and this contractor has completed numerous projects for us in a timely and professional manner. Copies of the Competitive Bid Worksheet and the contractor proposals are attached for your review.

Pocomoke Housing Rehabilitation Bid	
February 13, 2023 at 1:00pm	
Bid Tabulation	
<u>Vendor Name</u>	<u>Base Bid</u>
Colossal Contractors, Inc	\$70,950.00
Poseidon	\$34,395.06
Improvement Zone	\$78,391.00

apparent low bidder

County Administration Office
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 Phone: 410-632-1194
 Fax: 410-632-3131



PROJECT: ROSALIE MASONDATE: 01-08-2023ADDRESS: 2367 WARD ROADPOCOMOKE CITY, MD 21851PHONE: 410-632-0624**SCOPE OF WORK**

A: Contractor to obtain all necessary permits. Possible organic growth has been found in this dwelling. Follow attached Mold Report and follow all recommendations for proper and total abatement per EPA and Maryland State requirements.

PRICE: N/A per Addendum # 1

B: Contractor to remove all construction related debris from site. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 lb felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well at all valleys and any wall and roof junctions. Provide and install new thirty year architectural shingles per manufactures' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturers' installation instructions. Install all required flashing, including step metal flashing at the chimney. Clean out existing gutters and secure as needed. Clean up, and haul away all construction related debris

PRICE: \$36,500.00

C: Remove rear sliding glass door unit including all trim. Provide and install one (1) new white vinyl sliding glass door unit with all necessary hardware. Door is to be Energy Star approved with Low -E insulated glass. New sliding glass door is to have a standard screen door as well. Door is to be set in a metal sill pan and top and side jambs are to be caulked and flex taped sealed. Install new exterior and interior trim to match existing as close as possible, and then paint two (2) coats latex paint. Provide and install new threshold and jamb weather strip for existing rear door. Provide and install a new crawlspace access door. Remove any damaged window sill material and brick molding at seven (7) existing window units. All repairs to be caulked and painted. Repair and paint rear soffit showing extensive wear.

PRICE: \$7,150.00

D: Contractor is to obtain all necessary permits. Remove existing hall bathroom toilet due to being loose to the floor and possibly leaking. The existing toilet is to be reinstalled with new wax ring seal after repairs. Vent dryer with metal ducting to the exterior per current Code. Contractor is to have a qualified plumber inspect the existing water heater and certify that there are no current leaks. If

currently leaking the water heater is to be replaced with all necessary piping and connections. Install minimum 40 gallon water heater for replacement.

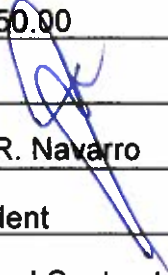
PRICE: \$6,250.00

E: Contractor to obtain all necessary permits. Install new GFCI outlets in bathrooms and kitchen area as well as at the exterior. Install new bath exhaust fan/light combination unit in the master bathroom. Vent unit to the exterior. Install new smoke detectors throughout the house to meet current Code. Units are to be hard wired and interconnected if feasible. If hard wiring presents a hardship due to construction and cost, battery operated units will be acceptable. Units are to be 10 year lithium battery units. Secure all electrical wires currently lying on the ground in the crawlspace to the underside of the floor joists.

PRICE: \$8,050.00

F: Contractor is to remove existing gas furnace. Provided and install a new gas furnace, Energy Star rated with a minimum life span of twenty years. Heating system shall be properly sized in accordance with the ACCA's Manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post- rehabilitation conditions. The system will be capable of heating the interior to 78 F when the exterior temperature is 0 degrees in all habitable and essential rooms. Include all vents, vent covers, Utilize existing ductwork if possible and still meeting heating requirements. If not then all returns and supply ducts to meet current Code requirements. All ductwork shall be well supported and mastic sealed and insulated in unconditioned areas. A programmable thermostat shall be included. A carbon monoxide detector shall be placed near the unit as required.

PRICE: \$13,000.00

TOTAL PRICE: \$70,950.00
SIGNATURE: 
PRINTED NAME: Juan R. Navarro
TITLE: President
COMPANY NAME: Colossal Contractors, Inc.
ADDRESS: 4601 Sandy Spring Road
Burtonsville, MD 20866
PHONE NUMBERS: OFFICE: (301) 476- 9060 CELL:
MHIC#: 122805 **EXPIRATION DATE:** 08/09/24
DATE OF PROPOSAL: 02/10/2023

PROJECT: ROSALIE MASON

DATE: 01-08-2023

ADDRESS: 2367 WARD ROAD

POCOMOKE CITY, MD 21851

PHONE: 410-632-0624

SCOPE OF WORK

A: Contractor to obtain all necessary permits. Possible organic growth has been found in this dwelling. Follow attached Mold Report and follow all recommendations for proper and total abatement per EPA and Maryland State requirements.

PRICE: NA

B: Contractor to remove all construction related debris from site. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 lb felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well at all valleys and any wall and roof junctions. Provide and install new thirty year architectural shingles per manufactures' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturers' installation instructions. Install all required flashing, including step metal flashing at the chimney. Clean out existing gutters and secure as needed. Clean up, and haul away all construction related debris

PRICE: 13,072.56

C: Remove rear sliding glass door unit including all trim. Provide and install one (1) new white vinyl sliding glass door unit with all necessary hardware. Door is to be Energy Star approved with Low -E insulated glass. New sliding glass door is to have a standard screen door as well. Door is to be set in a metal sill pan and top and side jambs are to be caulked and flex taped sealed. Install new exterior and interior trim to match existing as close as possible, and then paint two (2) coats latex paint. Provide and install new threshold and jamb weather strip for existing rear door. Provide and install a new crawlspace access door. Remove any damaged window sill material and brick molding at seven (7) existing window units. All repairs to be caulked and painted. Repair and paint rear soffit showing extensive wear.

PRICE: \$ 7,480.00

D: Contractor is to obtain all necessary permits. Remove existing hall bathroom toilet due to being loose to the floor and possibly leaking. The existing toilet is to be reinstalled with new wax ring seal after repairs. Vent dryer with metal ducting to the exterior per current Code. Contractor is to have a qualified plumber inspect the existing water heater and certify that there are no current leaks. If

currently leaking the water heater is to be replaced with all necessary piping and connections. Install minimum 40 gallon water heater for replacement.

PRICE: \$2,953.75

E: Contractor to obtain all necessary permits. Install new GFCI outlets in bathrooms and kitchen area as well as at the exterior. Install new bath exhaust fan/light combination unit in the master bathroom. Vent unit to the exterior. Install new smoke detectors throughout the house to meet current Code. Units are to be hard wired and interconnected if feasible. If hard wiring presents a hardship due to construction and cost, battery operated units will be acceptable. Units are to be 10 year lithium battery units. Secure all electrical wires currently lying on the ground in the crawlspace to the underside of the floor joists.

PRICE: \$3,147.50

F: Contractor is to remove existing gas furnace. Provided and install a new gas furnace, Energy Star rated with a minimum life span of twenty years. Heating system shall be properly sized in accordance with the ACCA's Manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post- rehabilitation conditions. The system will be capable of heating the interior to 78 F when the exterior temperature is 0 degrees in all habitable and essential rooms. Include all vents, vent covers, Utilize existing ductwork if possible and still meeting heating requirements. If not then all returns and supply ducts to meet current Code requirements. All ductwork shall be well supported and mastic sealed and insulated in unconditioned areas. A programmable thermostat shall be included. A carbon monoxide detector shall be placed near the unit as required.

PRICE: \$7,741.25

TOTAL PRICE: \$ 34,395.06

SIGNATURE: 

PRINTED NAME: Matt Steehr

TITLE: member, LLC

COMPANY NAME: Poseidon Plumbing and Home Services

ADDRESS: 12637 sunset Ave #1

Ocean City, MD 21842

PHONE NUMBERS: OFFICE: 410-251-1096 CELL: 443-856-2860

MHIC#: 135020 EXPIRATION DATE: 10-12-2023

DATE OF PROPOSAL: 2/9/23

PROJECT: ROSALIE MASON

DATE: 01-08-2023

ADDRESS: 2367 WARD ROAD

POCOMOKE CITY, MD 21851

PHONE: 410-632-0624

SCOPE OF WORK

A: Contractor to obtain all necessary permits. Possible organic growth has been found in this dwelling. Follow attached Mold Report and follow all recommendations for proper and total abatement per EPA and Maryland State requirements.

(Not Applicable)

PRICE: _____

B: Contractor to remove all construction related debris from site. Remove existing roof shingles, felt paper, drip edge, plumbing vent boots, and all flashings. Provide and install new underlayment material, minimum 30 lb felt paper. Provide and install new white wide drip edge at all eaves and rakes. Provide and install ice and water shield at all eaves and rakes as well at all valleys and any wall and roof junctions. Provide and install new thirty year architectural shingles per manufactures' installation instructions. Provide and install roof ridge venting with ridge caps as necessary. Provide and install new plumbing vent boots per manufacturers' installation instructions. Install all required flashing, including step metal flashing at the chimney. Clean out existing gutters and secure as needed. Clean up, and haul away all construction related debris

\$17,558.00

PRICE: _____

C: Remove rear sliding glass door unit including all trim. Provide and install one (1) new white vinyl sliding glass door unit with all necessary hardware. Door is to be Energy Star approved with Low -E insulated glass. New sliding glass door is to have a standard screen door as well. Door is to be set in a metal sill pan and top and side jambs are to be caulked and flex taped sealed. Install new exterior and interior trim to match existing as close as possible, and then paint two (2) coats latex paint. Provide and install new threshold and jamb weather strip for existing rear door. Provide and install a new crawlspace access door. Remove any damaged window sill material and brick molding at seven (7) existing window units. All repairs to be caulked and painted. Repair and paint rear soffit showing extensive wear.

\$23,797.00

PRICE: _____

D: Contractor is to obtain all necessary permits. Remove existing hall bathroom toilet due to being loose to the floor and possibly leaking. The existing toilet is to be reinstalled with new wax ring seal after repairs. Vent dryer with metal ducting to the exterior per current Code. Contractor is to have a qualified plumber inspect the existing water heater and certify that there are no current leaks. If

currently leaking the water heater is to be replaced with all necessary piping and connections. Install minimum 40 gallon water heater for replacement.

PRICE: \$6,904.00

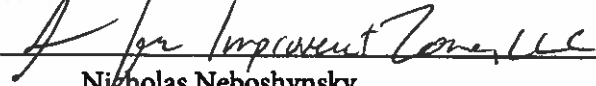
E: Contractor to obtain all necessary permits. Install new GFCI outlets in bathrooms and kitchen area as well as at the exterior. Install new bath exhaust fan/light combination unit in the master bathroom. Vent unit to the exterior. Install new smoke detectors throughout the house to meet current Code. Units are to be hard wired and interconnected if feasible. If hard wiring presents a hardship due to construction and cost, battery operated units will be acceptable. Units are to be 10 year lithium battery units. Secure all electrical wires currently lying on the ground in the crawlspace to the underside of the floor joists.

PRICE: \$6,340.00

F: Contractor is to remove existing gas furnace. Provided and install a new gas furnace, Energy Star rated with a minimum life span of twenty years. Heating system shall be properly sized in accordance with the ACCA's Manual J or other recognized methodology. Data for heat load/loss calculations shall be based on post- rehabilitation conditions. The system will be capable of heating the interior to 78 F when the exterior temperature is 0 degrees in all habitable and essential rooms. Include all vents, vent covers, Utilize existing ductwork if possible and still meeting heating requirements. If not then all returns and supply ducts to meet current Code requirements. All ductwork shall be well supported and mastic sealed and insulated in unconditioned areas. A programmable thermostat shall be included. A carbon monoxide detector shall be placed near the unit as required.

PRICE: \$23,792.00

TOTAL PRICE: \$78,391.00

SIGNATURE: 

PRINTED NAME: Nicholas Neboshynsky

TITLE: Owner

COMPANY NAME: Improvement Zone, LLC

ADDRESS: 400 Love Point Road, Suite B, Stevensville, MD 21666

PHONE NUMBERS: OFFICE: (410) 221-4661 CELL: (410) 570-0995

MHIC#: 95047 EXPIRATION DATE: 6/9/2024

DATE OF PROPOSAL: February 13, 2023

Worcester County Sheriff's Office ^{ITEM 3}

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

March 7, 2023

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 MCIN/Heroin Coordinator Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY2024 MCIN/Heroin Coordinator Grant in the amount of \$52,133.45.

If approved and awarded, the grant monies will be used to fund the majority of the base salary of Timothy Sponaugle, for the continuance of his duties as Heroin Coordinator with the Worcester County Sheriff's Office, specifically the Worcester County Criminal Enforcement Team.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

FY 2024 Maryland Criminal Intelligence Network / Heroin Coordinator (MCIN-Her) Grant Program (MCIN-Her)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Submitted: 3/10/2023

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- Checkboxes for application contents: Cover Sheet, Face Sheet, Summary / Narrative, Budget Summary, Personnel, Operating, Travel, Civil Rights, Service Sites, Assurances, Anti-Lobbying, Services, Equipment, Other.

Form with fields: Date Stamp, OFFICE USE ONLY, Control Number (with barcode), Application Number (2023-MC-0003), Received By, Date.



Governor's Office of Crime Control & Prevention - Grant Application Form

**FY 2024 Maryland Criminal Intelligence Network / Heroin Coordinator
(MCIN-Her) Grant Program (MCIN-Her)**

Applicant: Worcester County Board of County Commissioners

Project Title: Worcester County Heroin Coordinator Project

Worcester **Local Government**

Start Date: 07/01/2023 **Submitted:** 3/10/2023 8:49:21 AM **DUNS Number:** 101119399
End Date: 06/30/2024 **Funding Year:** **SAM Expiration:** 11/1/2023

Applicant:	Implementing Agency:
Worcester County Board of County Commissioners County Government Center 1 W Markey St Rm 1103 Snow Hill, MD 21863 1072 (410) 632-1194 FAX: (410) 632-3131	Worcester County Board of County Commissioners County Government Center 1 W Markey St Rm 1103 Snow Hill, MD 21863 1072 (410) 632-1194 FAX: (410) 632-3131

Authorized Official:	Bertino, Anthony W. cbertino@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Markey St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1194	President FAX: (410) 632-3131
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Project Director:	Passwaters, Nate npasswaters@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-2076	Deputy Chief FAX: (410) 632-2077
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Fiscal Officer:	Tingle, Carrie catingle@co.worcester.md.us Worcester County Sheriff's Office 1 West Market Street, Room 1001 Snow Hill, MD 21863-1069 (410) 632-1111	Finance Administrator FAX: (410) 632-3070
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Funding Summary	100.0 %	Grant Funds	\$52,133.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$52,133.00		

Project Summary

The Worcester County Sheriff's Office Heroin Coordinator program has helped and continues to reduce existing gaps in services and fosters collaboration and cooperation among partner agencies and stakeholders in Worcester County. The current grant awarded Heroin Coordinator position is embedded in the Worcester County Criminal Enforcement Team, the jurisdiction's multi-agency drug task force. This person has entered data related to drug investigations, drug seizures, drug arrests, heroin/opioid overdoses, deconflictions and other drug related investigative activities into the Washington/Baltimore HIDTA's Case Explorer. This person has regularly entered telephone records into the W/B HIDTA Communication Analysis Portal (CAP) as well as the W/B HIDTA PLX system. This person has regularly participated in various enforcement activities with the Criminal Enforcement Team related to the distribution of illegal narcotics including heroin and other opioids. The coordinator position has served all the jurisdictions of Worcester County. The budget for the continuation of the project will cover the personnel expenses and training required of the position.

Problem Statement/Needs Justification

In 2015, the Criminal Enforcement Team conducted a total of 152 investigations and of those 63 were related to heroin. In the same time period there were 93 arrests made and of those 51 were heroin related. In 2016, there were 79 investigations conducted with 42 of those related to heroin. In 2016, there were at least 28 arrests of which, 13 were related to heroin. In 2017, the county had an increase in heroin overdoses with almost the same number of fatalities from 2016. In 2017, CET conducted a three month joint local, state and federal investigation into a Selbyville, Delaware open air drug marketplace that was identified as supplying 96% of the heroin to Worcester County. The Heroin Coordinator was instrumental in assisting and gathering information and intelligence prior to and during the investigation of this matter, including telephone analysis. These investigations, arrests and responses to non-fatal and fatal overdoses are conducted by the narcotics task force for the county, which includes only 7 officers in total, and does not include figures from the Ocean City Narcotics Unit as they run independently in their jurisdiction. There are also 4 other municipal law enforcement agencies within the county that may conduct small scale traffic related drug investigations and complete arrests that are not included in these figures. The Criminal Enforcement Team and Ocean City Narcotics Unit have investigated a minimum of 494 total overdoses from 2015-February 2023. Since 2017 to present these investigations have included at least 74 fatal heroin/fentanyl/opioid overdoses. The majority of these overdoses were due in full or part to fentanyl intoxication and most recently, fentanyl and xylazine intoxication. While the overall overdose numbers were trending downward in 2018, in 2019 Worcester County experienced 64 total overdoses of which 11 were fatal overdoses. Both of these numbers represented a slight increase from 2018. In 2020, the county saw an increase in the total number of overdoses to 72 of which 20 of those were fatal. Calendar year 2020 saw the greatest number of fatal overdoses in Worcester County since numbers began to be reported in 2015. In 2021, the overdose numbers decreased and more importantly the fatal overdoses decreased by 33%. During calendar year 2022, Worcester County experienced 48 total overdoses, 41 of which were non-fatal and 7 were fatal. These numbers represent a decrease from 2021 in both non-fatal and fatal overdoses. In fact, this is the second lowest number of fatal overdoses recorded in the County since 2015. We believe the continued downward trend in overdoses and expansion of coordinated collaborative services among various governmental and community organizations, has in large part been facilitated by the grant funded heroin coordinator position. The continued collaboration facilitated by the heroin coordinator among all the involved partner agencies has been made possible by the continuation of the Heroin Coordinator Grant. In 2019, the heroin coordinator, actively participated in a Title III wiretap investigation titled "Operation Royal Flush", with analytical support, electronic surveillance support and other case duties. The case resulted in the arrest and conviction of 16 members of a heroin trafficking and distribution group operating in Lower Delaware and Worcester County, Maryland. The heroin coordinator's activities were a such a vital piece of this investigation that he was requested to testify in the motion's hearings of two defendants in Delaware Superior Court regarding some of the information and activities that he had provided in the investigation. In September 2019, Worcester County was recognized and awarded the designation as a High Intensity Drug Trafficking Area, which brought much needed resources to the county. The heroin coordinator was and continues to be an integral part of the process, through the entry of information into the appropriate W/B HIDTA data bases, participation in the monthly heroin coordinator conference call and the W/B HIDTA Intelligence Support Center monthly roundtable intelligence sharing meetings, arranging training for members of the drug task force for access to and the operation of Case Explorer, the PLX system and the LinX data bases. He is also a trainer for the Case Explorer data base and also has access to the W/B HIDTA PMP management system. As a result of the previously awarded grant, the totality of the non-fatal and fatal overdose case reporting has been completely brought up to date and any new overdoses or appropriate drug case work is entered into W/B HIDTA's Case Explorer system in a timely and complete manner. In 2021, the Worcester County Criminal Enforcement Team again partnered with the Delaware State Police to investigate a multi-state drug trafficking network that was transporting and distributing large amounts of heroin and fentanyl into Delaware, Worcester County, Maryland and other counties on Maryland's Eastern Shore. The Worcester County Heroin Coordinator was able to provide information to investigating detectives regarding the substances and packaging (stamps) found at the scenes of suspected overdoses or arrests that matched with known packaging being distributed by the drug trafficking organization. Throughout the duration of the case, the heroin coordinator was able to provide drug intelligence to investigators regarding overdoses and arrests that may have been relevant to the investigation. On the day of the take down of the case, the heroin coordinator was detailed to the Delaware State Police command post in order to provide live time updates and intelligence to Maryland law enforcement units who were stationed in Maryland and awaiting instructions on how to proceed with enforcement activities. The investigation resulted in the indictment of 55 subjects, the seizure of 330,605 baggies of heroin with a street value of \$1,653,025.00 along with other various narcotics. It was the largest seizure of heroin/fentanyl in Delaware history. The heroin coordinator position has also been active in community outreach efforts and participates in law enforcement liaison working groups, school groups, community groups and public health working groups. The current onboard heroin coordinator participates in the Worcester County Drug Overdose Fatality Review Team, the Worcester County Opioid Intervention Team (OIT), the Worcester County State's Attorney Opioid Task Force, the W/B HIDTA Intelligence Community monthly roundtable, the monthly Heroin Coordinator information sharing meeting and a Worcester County community group known as the Worcester Warriors Against Opiate Addiction. In 2017, the Heroin Coordinator provided a presentation on the dangers of illicit

ITEM 3

Fentanyl to attendees of the Worcester Warriors Community Group. Some of those in attendance included, now Maryland State Senator Mary Beth Carozza, former Executive Director Clay Stamp of the Opioid Operational Command Center, former Worcester County State's Attorney and now Worcester County Circuit Court Judge Beau Oglesby, Worcester County Emergency Manager Fred Webster and Ocean City Emergency Manager Joe Theobald, among others. In March 2018, the Worcester County Heroin Coordinator was a featured presenter at the Annual State of Maryland Crisis Intervention Team Conference held in Ocean City, Maryland. The heroin coordinator has established liaison with representatives from Atlantic General Hospital, in which education was provided about heroin stamps. In May 2018, the Worcester County Heroin Coordinator attended and participated in a roundtable discussion regarding cooperative efforts between hospital officials and law enforcement. In the Fall of 2019, the Heroin Coordinator presented information about heroin, fentanyl, overdoses and addiction to a group of Worcester County educators including school nurses, health and physical education teachers as well as some administrators. In February 2020, the heroin coordinator was the featured presenter at the annual Heroin Coordinators Conference in Greenbelt, Maryland and provided a presentation on cross-collaborative law enforcement efforts in heroin trafficking investigations. In February 2022, the heroin coordinator along with the command supervisor of the Criminal Enforcement Team provided a presentation to several social workers and other employees of the Worcester County Social Services Department. The Delaware State Police Sussex Drug Unit have contacted the Heroin Coordinator for assistance in the past and the coordinator was able to identify the subscribers to two telephone numbers who were suspected in the distribution of heroin that led to a fatal overdose. The Heroin Coordinator established and maintains regular communication with the Ocean City Police Department Criminal analyst about fatal and non-fatal overdoses, suspected substances involved and trends in heroin and other illegal narcotics as seen by investigators. The Heroin Coordinator was trained in the use of the NCR-LinX national data base, which has been utilized to further the investigative activities of the Criminal Enforcement Team. In October 2018, the Heroin Coordinator attended the National Association of Drug Diversion Investigators Conference in Norfolk, Virginia. The information learned at the conference was shared with members of the Criminal Enforcement Team. The Heroin Coordinator regularly provides information to both W/B HIDTA and GOCCP about particular heroin stamps that were associated with multiple overdoses for wider regional dissemination. The information provided to W/B HIDTA is regularly featured in W/B HIDTA annual bulletins and in 2020, the Worcester County Heroin Coordinator obtained and shared information regarding terms, terminology, rules and procedures about the Bloods street gang. In May 2018, the Washington-Baltimore HIDTA issued an intelligence bulletin based upon information provided to them about a potentially lethal heroin/fentanyl stamp from the Worcester County Heroin Coordinator. The heroin coordinator assisted the Sergeant of the Criminal Enforcement Team in establishing a Naloxone acquisition and distribution program within the Worcester County Sheriff's Office. The heroin coordinator, on an as needed basis, schedules training with the Health Department for Worcester County Deputies and members of other law enforcement officers who are assigned to the Criminal Enforcement Team to receive instruction in the use of Naloxone. The coordinator also ensures each person who has been trained, receives a Naloxone kit, either provided by the Worcester County Health Department or the Worcester County Sheriff's Office. The coordinator continues to manage the Naloxone education and distribution program for the Worcester County Sheriff's Office. In 2017, the heroin coordinator assisted the Sergeant and Corporal of the Criminal Enforcement Team in the training of law enforcement officers from Maryland's Natural Resource Police, who are assigned to duty in the Counties of Worcester, Wicomico and Somerset on Maryland's Eastern Shore. The heroin coordinator was invited to and participated in a panel discussion held by the Worcester County Health Department. In 2017, the heroin coordinator assisted in the writing and other administrative activities associated in obtaining a State of Maryland grant in the amount of \$15,000.00 to be used for the production and airing of public service announcements for the purpose of education and prevention in battling the current opioid crisis. In 2019, the heroin coordinator wrote and submitted a grant to GOCCP, administered by the Worcester Health Department, for funding in the amount of \$8,000.00 to cover overtime expenses associated with the "Operation Royal Flush" investigation. In 2018 and 2019, the Heroin Coordinator assisted the CET Sergeant in writing a threat assessment for Worcester County that was presented to a Washington-Baltimore HIDTA review group as the basis for attempting to obtain the designation of Worcester County as a High Intensity Drug Trafficking Area (HIDTA). In 2018, Worcester County was not selected for this designation at the time but in 2019 the heroin coordinator updated the threat assessment for 2019 submission to W/B HIDTA and as indicated earlier, the HIDTA designation was awarded to Worcester County. The heroin coordinator will continue to be tasked with community outreach and liaison activities to the providers of rescue assistance (EMS, hospitals and municipal LEOs) to obtain an accurate accounting of the non-fatal overdoses within the county. The heroin coordinator will continue to participate in the Worcester County Drug Overdose Fatality Review Team, the Opioid Intervention Team, the State's Attorney's Opioid Task Force and all of the other entities that were previously mentioned, while continuing to conduct liaison and outreach efforts with other stake holders within the community. In February 2022, the Worcester County heroin coordinator was awarded a State of Maryland Governor's Citation from Governor Larry Hogan for the professionalism, leadership and commendable activities conducted by the individual in this position. This position will continue to serve as the central repository for information required to be placed into W/B HIDTA's Case Explorer and to facilitate the data extraction from all seized cellular phones involved in drug investigations countywide. The position will also act as a point of reference from W/B HIDTA and/or the Criminal Enforcement Team to the Worcester County Health Department for treatment referral for those persons who have been identified as having experienced multiple heroin and/or opioid overdoses. The addition of the heroin coordinator position has alleviated the time and administrative demands associated with many of the aforementioned duties previously experienced by investigative members of the Criminal Enforcement Team. Prior to the hiring of the heroin coordinator position, members of the Criminal Enforcement Team had been attempting to manage these demands but without the additional personnel it had become unmanageable given the magnitude of the heroin and opioid epidemic. It is a goal of this project to enhance the prosecutorial capabilities of the State's Attorney's Office by being able to more accurately investigate these matters and manage the data provided by cellular phones and information obtained at crime scenes. With the introduction of fentanyl and xylazine into the already deadly opioid crisis, the heroin coordinator position will continue to be an important and indispensable position, in order to track overdoses and stamps associated with these narcotics and provide education and training to members of the Criminal Enforcement Team and other stake holders about these drugs, as well as the ever changing and deadly drug landscape. Through the already established liaison and community connections, the heroin coordinator can continue to provide timely information to W/B HIDTA and GOCCP about regional trends as well as drug trends seen in Worcester County regarding overdoses and the substances associated with those incidents. The heroin coordinator will continue to enter information and intelligence into the W/B HIDTA Case Explorer system about emerging and current drug information, gang activity and other pertinent criminal activity.

Program Goals and Objectives

· Goal- To increase public safety by addressing the heroin and opioid epidemic through accurate data analysis throughout Worcester County.

o Objective- Enter 100% of available data (drug investigations, arrests, and overdoses) into Case Explorer for dissemination of all drug-related information to W/B HIDTA.

§ Performance measure- number of cases entered into Case Explorer

o Objective- Perform data mapping, on a monthly basis, of investigations and overdoses within the county to identify patterns and trends

§ Performance measure- number monthly mapping updates provided to Criminal Enforcement team members and other necessary law enforcement persons or agencies.

· Goal- To increase information sharing capabilities on all drug investigations, seizures, arrests, overdoses to improve intelligence sharing and prosecutorial actions.

o Objective- Seizure of all cellular phones at the crime scene of a criminal investigation as it relates to opioids.

§ Performance measure- number of phones seized at crime scenes

o Objective- Use CELLEBRITE, or other extracting software, to retrieve data from seized cellular phones

§ Performance Measure- number of phones with data extracted

o Objective- Examine all overdoses as a crime scene to obtain information that may be used for prosecutorial purposes

§ Performance Measure- number of crime scenes investigated

§ Performance Measure- number of cases prosecuted as a result of seized phones or overdoses tracked.

· Goal- To enhance information sharing across Worcester County to accurately track non-fatal opioid overdoses countywide

o Objective- Conduct outreach within all County agencies and entities that treat overdose patients (hospital, emergency medical services, municipal law enforcement, and Ocean City Police Department Narcotics Unit) within first 30 days of program activation.

§ Performance measure- number of outreach meetings held

o Objective- Conduct outreach with the Public Health Entity, Worcester County Health Department, to obtain referral information for provision to the subjects of a non-fatal overdose

§ Performance measure- number of meetings held with Worcester County Health Department behavioral health treatment division

§ Performance measure- number of referrals provided to subjects of non-fatal overdose

In requesting continuation of this program grant, the Worcester County Heroin Coordinator has successfully met the aforementioned goals and performance measures in all the previous years to include being the recipient of the Maryland Governor's Citation for outstanding accomplishments in 2022. The heroin coordinator will continue to enter all non-fatal and fatal overdoses, case initiations and deconflictions, will continue to share information with other heroin coordinators, the W/B HIDTA, the health department and other law enforcement and community based agencies.

Program Strategy/Program Logic

Prior to the awarding of the heroin coordinator grant, the Worcester County Criminal Enforcement Team had been sporadically utilizing W/B HIDTA's Case Explorer, but the amount of time devoted to the data capture and reporting had become unmanageable without a dedicated staff person for the task. As the overdoses have increased, as well as the number of cases targeting individuals selling heroin and fentanyl, the number of drug investigations has increased. Without the full-time heroin coordinator position afforded by this grant, it is unlikely the members of the Criminal Enforcement Team would be able to adequately capture the data and report it in a timely, efficient manner. The unit would certainly not be able to devote the time and effort needed to participate in the various stakeholder meetings and foster the relationships needed for effective information sharing and community collaboration. The Worcester County Sheriff's Office recently hired a certified digital forensic examiner who has been trained in the use of forensic software, including Cellebrite, for the extraction of cellular phone data but the demands exceeded the capability. The heroin coordinator position works closely with the digital forensic examiner which has enhanced the timely entry and analysis of data captured from seized cellular telephones. Having the heroin coordinator position embedded within the Criminal Enforcement Team, to handle many of the reporting and administrative duties, has allowed the investigators within the unit to maintain focus on their investigative and enforcement activities. The Worcester County Sheriff's Office seeks to retain the current position of Heroin Coordinator for Fiscal Year 2024 in order to continue the aforementioned duties and activities that are currently being undertaken and successfully accomplished by the current onboard heroin coordinator.

Program Measurement

Output Measures/Initial Outcome Measures – The output and initial outcome measures for this grant funded program will be the same as have been previously described throughout this document, which includes the entry of non-fatal and fatal heroin/fentanyl overdoses, the entry of case investigations, the entry of event and target deconflictions, the entry of telephone records into the W/B HIDTA CAP, participation and information sharing among various local, state, federal government and non-governmental partners. The Worcester County Heroin Coordinator provides monthly performance measure outputs and outcomes to the W/B HIDTA - GOCCP Heroin Coordinator Program Manager. The heroin coordinator also enters data into the W/B HIDTA Case Explorer system that is part of the annual W/B HIDTA reporting. In requesting the continuation of this program, the output and initial outcome measures to date for the 2023 fiscal grant year and Calendar year 2022, as reported by and credited to Worcester County Heroin Coordinator are as follows:

Total Cases entered into Case Explorer – 138

Total Overdoses entered – 54

Total other Drug Cases entered – 58

Investigations enhanced through HIDTA coordination – 11

Fatal overdoses entered – 07

Non-fatal overdoses entered – 47

Dollar amount seized related to heroin/opioid investigations - \$14,580.00

Vehicles seized related to heroin/opioid investigations – 07

Weight of illicit opioid seized – 180 grams

Number of prescription opioids seized – 93

Number of non-fatal overdose victims referred to treatment – 34

Number of phone extractions uploaded into CAP from overdoses – 03

Number of phone extractions uploaded into CAP from other investigations – 13

Number of Call Detail Records uploaded to CAP from other investigations – 03

In addition, the W/B HIDTA PMP system indicates there were 111 investigative event deconflictions processed and 622 investigative target case deconflictions processed by the Worcester County Criminal Enforcement Team, the majority of which were entered by the Worcester County heroin coordinator. Impacts on the long term outcomes that are anticipated as a result of the continuation of this grant funded position include continue to enhance the efficiency of the Criminal Enforcement Team, lower drug related crime rates, direct more overdose victims into treatment and help prevent repeat overdose victims, increase and enhance information sharing among all stake holders, which will ultimately lead to increased public safety and a better quality of life for both residents and visitors to the county, as well as provide assistance to those suffering from opioid addiction.

Timeline

The Chief Deputy of the Worcester County Sheriff's Office will be the lead person on this project and will be responsible for working with the County Commissioners and county Human Resource Department to ensure retention of this position within the time frame established herein. The lead on this project will work with all county entities to ensure proper procurement and personnel processes are followed. If funds are approved, the current Heroin Coordinator will be retained and continue in the uninterrupted prescribed duties of the position. Any training for this staff person will be coordinated by the project lead and will be conducted before the end of the first quarter of the grant period. The individual currently in the heroin coordinator position already received the pertinent training for the position during the first grant award time frame.

Spending Plan

Personnel costs will be expended evenly in each fiscal quarter. Any additional training costs will be exhausted by the end of the first fiscal quarter.

Management Capabilities

The Worcester Criminal Enforcement Team has the most experience within the jurisdiction at managing narcotics investigations and the data analysis required within this program. The unit is currently comprised of seven investigators from the Worcester County Sheriff's Office, Maryland State Police, and Ocean City Police Department, some of which are cross designated as task force officers with Homeland Security Investigations, Drug Enforcement Administration and the U.S. Marshals Service, in order to receive Federal authority. Prior agencies who have participated in the drug task force include the Ocean Pines Police Department and the Pocomoke Police Department. Due to current staffing shortages, those agencies are currently unable to provide personnel to the task force. The Criminal Enforcement Team falls under the auspices of the Worcester County Sheriff's Office and primarily conducts felony controlled dangerous substance investigations. The Worcester Criminal Enforcement Team utilizes covert and overt personnel to conduct these controlled dangerous substance investigations. The types of controlled dangerous substance investigations that are conducted range from street level distribution investigations to complex multi-state Title III, telephonic intercept investigations. The Criminal Enforcement Team also utilizes various methods of technology to assist in these investigation, including a Cellebrite mobile forensic extraction device. There is currently one civilian examiner that is certified to utilize the Cellebrite device. The device has become an integral part of controlled dangerous substance investigations, specifically overdose investigations. Due to the rarity of this resource, the Criminal Enforcement Team has provided, and continues to provide, this resource to numerous agencies in the region, including the Maryland State Police Homicide Unit. Due to the success with information obtained utilizing the Cellebrite universal forensic extraction device, numerous felony controlled dangerous substance cases were successfully prosecuted, some of which were heroin distribution investigations that stemmed from an overdose. The Criminal Enforcement Team initiated response protocols in 2013 for overdose investigations. Each overdose that occurs, members of the Criminal Enforcement Team will respond when notified in order to further that investigation and also conduct forensic extractions on all cellular telephones that are recovered on any overdose scene.

Sustainability

The Worcester County Sheriff's Office will seek Federal, State, County, and Local resources to continue this program after the grant period ends. The Office will work with other local enforcement agencies to identify resources and sources of funding that may be available. One-time purchases require no additional resources and will be fully funded in this application.

Applicant Disclosure of Pending Applications Statement

The Worcester County Sheriff's Office does not have pending applications submitted within the last 12 months for federally funded assistance that includes requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.

Unique Entity Identifier and SAM.GOV Expiration Date

KEA9KRV8GPG3

expiration 11/01/2023

Person Completing the Project Narrative

Timothy Sponaugle
Drug Intelligence/Heroin Coordinator
Criminal Enforcement Team
Worcester County Sheriff's Office
1 W Market Street, Room 1001
Snow Hill MD 21863
410-632-2076 Office
tsponaugle@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$52,133.00	\$0.00	\$0.00	\$52,133.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$52,133.00	\$0.00	\$0.00	\$52,133.00

ITEM 3

Category A - Personnel



Control Number:

2023-MC-0003

	Description of Position	Priority	Salary Type	Funding Type	Total
1	Heroin Coordinator	1	Salary	Grant Funds	\$52,133.00

\$52,133.00

1. A fulltime staff position, with the duties described herein as a Heroin Coordinator, reporting to the Project Director. This position is currently funded. The position will continue to be responsible for entering all drug investigations, drug seizures, drug arrests, heroin and opioid overdoses, and other drug-related investigative case activities into W/B HIDTA's Case Explorer, as well as assist with law enforcement drug-related cellular phone extract uploads into W/B HIDTA's CAP. The Heroin Coordinator will also conduct in-home analyses to further examine overdoses for prosecutorial purposes.



V. Civil Rights Requirements

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 16

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	1 West Market Street, Room 1001
City	Snow Hill
State & Zip	MD 21863-1069



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title



Certification Regarding Lobbying



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.



(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863 1072

Project Title: Worcester County Heroin Coordinator Project
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official **Date**

Worcester County Sheriff's Office ^{ITEM 4}

Matthew Crisafulli
Sheriff



Nathaniel Passwaters
Chief Deputy

March 9, 2023

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY2024 Police Accountability, Community & Transparency (PACT) Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of our application for the FY2024 Police Accountability, Community & Transparency (PACT) Grant in the amount of \$382,566.

If approved and awarded, the grant monies will be used to offset the 2nd installment payment of the contract for our body-worn camera program.

Thank you for your consideration.

Respectfully submitted,
Carrie Tingle
Finance Administrator

“Proud to Protect, Ready to Serve”

Worcester County Sheriff's Office
One West Market Street, Room 1001
Snow Hill, MD 21863
410-632-1111- phone / 410-632-3070- fax
www.WorcesterSheriff.com

FY 2024 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Submitted: 3/13/2023

Governor's Office of Crime Control and Prevention
100 Community Place, 1st Floor Crownsville, MD
21032-2042 (410) 697-9338
Email: dlinfo_goccp@maryland.gov

www.goccp.maryland.gov
Wes Moore, Governor
Aruna Miller, Lt. Governor

Application Contents

- Checkboxes for application contents: Cover Sheet, Face Sheet, Summary / Narrative, Budget Summary, Personnel, Operating, Travel, Civil Rights, Service Sites, Assurances, Anti-Lobbying, Services, Equipment, Other.

Form with fields: Date Stamp, OFFICE USE ONLY, Control Number (with barcode), Application Number (2023-PT-0007), Received By, Date.



Governor's Office of Crime Control & Prevention - Grant Application Form

**FY 2024 Police Accountability, Community, and Transparency (PACT)
Grant Program (PACT)**

Applicant: Worcester County Board of County Commissioners

Project Title: Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program

Worcester

Local Government

Start Date: 07/01/2023

Submitted: 3/13/2023 12:00:00 AM

DUNS Number: 101119399

End Date: 06/30/2024

Funding Year:

SAM Expiration: 11/1/2023

Applicant:

Implementing Agency:

Worcester County Board of County Commissioners
County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863 1072
(410) 632-1194 FAX: (410) 632-3131

Worcester County Sheriff's Office
1 West Market Street, Room 1001
Snow Hill, MD 21863 1069
(410) 632-1111 FAX: (410) 632-3070

Authorized Official:

Bertino, Anthony W. President
cbertino@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863-1072
(410) 632-1194 FAX: (410) 632-3131

Project Director:

Trautman, Robert Support Services Division - Commander
rtrautman@co.worcester.md.us
Worcester County Sheriff's Office
1 West Market Street, Room 1001
Snow Hill, MD 21863-1069
(410) 632-1111 FAX: (410) 632-3070

Fiscal Officer:

Wright, Lynn Senior Budget Accountant
lwright@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863-1072
(410) 632-1191 FAX: (410) 632-3131

Funding Summary	100.0 %	Grant Funds	\$382,566.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$382,566.00		

Project Summary

The Worcester County Sheriff's Office is committed to providing the highest quality law enforcement service to our citizens and visitors while fostering community relations through transparency and accountability. In deference to the Maryland mandated requirement that all law enforcement agencies utilize Body Worn Cameras (BWC) by July 1, 2025, the Worcester County Sheriff's Office began implementing a BWC program in November 2022. Our agency serves and protects a county of 695 square miles, with a year-round population of 52,270+ and a tourist season influx to the Ocean City area. The BWC program will provide increased police accountability and public transparency and increase evidentiary material for criminal prosecution.

Problem Statement/Needs Justification

Although the cameras and equipment are state of the art, the true value of the BWC program is in the evidence management tools. We have found that the applications, software, storage, security features, and technical support behind the scenes of this program are invaluable and as such, make up the bulk of the cost of implementing and maintaining the program. The Worcester County Sheriff's Office is requesting PACT grant funding in the total of \$382,565.98 to offset the 2nd payment installment of the contract for our BWC program.

Program Goals and Objectives

Our continued expectations of the BWC program include:

- Promotion of police accountability by providing a visual and audio accounting of events
- Increased community transparency by supplying, upon request and in adherence to the Public Information Act, the visual and audio accounting of events to participants, outside individuals, and media
- Capture digital evidence by recording visually and audibly all aspects and sequences of events
- Identification of training points needed upon review of events
- Increased officer safety by a physical record of occurred events
- Increased efficiency in evidence gathering and submittal

Program Strategy/Program Logic

We began a staggered deployment starting with our Field Services Division in January 2023. To date, 60 sworn members as well as Fire Marshall's and Animal Control Officers have been trained and outfitted with BWCs. We will begin training and outfitting the remaining personnel the last week in March and fully expect all sworn personnel will be utilizing BWCs before the end of FY 2023.

The BWC package we have implemented includes a virtual scenario-based training component. This component is a first for our Office and will allow our deputies to work through real-life scenarios in a controlled simulated environment. Deputies will be able to define and hone their existing abilities to bring incidents to a successful resolution. The virtual training focuses on verbal and alternate de-escalation tactics as well as the use of force, to allow officers to determine the safest response to an event. We have received all purchased VR equipment and will begin Train the Trainer courses in the very near future.

Program Measurement

Output Measures - The implementation of the BWC program will immediately increase the successful prosecution of cases, resolve civilian complaints filed against deputies, and ensure the quality of service provided to the community is at the highest professional standard.

Initial Outcome Measures – Whether the event captured by the BWC is a routine call or a major incident, having the actual video and audio is paramount to the investigation. Increased solvability factors, added transparency, and professional standards of service are all residual benefits of a well-managed BWC program.

Impacts – In addition to the benefits identified previously we have already seen great value in the areas of evidence accountability, efficiency, and availability.

Timeline

Our anticipated timeline is as follows:

- March 28, 2023 – begin outfitting Court Security personnel with BWC
- April 2023 to June 2023 – receive in car camera systems and begin vehicle installs. Begin usage immediately upon successful installation
- April 2023 to Aug 2023 – conduct TTT for VR systems and begin implementing them during personnel training.
- July 1, 2023 – 2nd installment due to Axon for cloud storage, IT support, feature and functions associated with our program (Respond Plus, Axon Capture, 3rd party data storage, Axon Academy, Upload XT, VR training and support, etc.

Spending Plan

While the cost of implementing and maintaining the BWC program is high, we are confident that the future benefits will outweigh the cost:

- Total cost of program equipment - \$2,024,646.92
- o FY23 - \$494,383.00 – all equipment and cloud storage
- o FY24 - \$382,565.98 – cloud storage and IT support – due July 1
- o FY25 - \$382,565.98 – cloud storage and IT support
- o FY26 - \$382,565.98 – cloud storage and IT support
- o FY27 - \$382,565.98 – cloud storage and IT support

Management Capabilities

- The BWC program for the Worcester County Sheriff's Office will be overseen by Lt. Robert Trautman. Lt. Trautman has served in law enforcement for 29 years and has been successful in many prior project deployments along with the continued advancements in technology within the Office.
- Assisting in the logistical, training, and management of the equipment will be Sgt. Christopher Larmore. Sgt. Larmore has served in Law Enforcement for 19 years and currently manages our in-car camera program and fleet deployment.
- In addition, our office has hired and trained (2) new civilian employees to work with Sgt. Larmore and Lt. Trautman. These individuals provide End User BWC training, TTT training, support to users, respond to all Public Information Act inquiries from the public, the media, and other agencies, as well as to respond to evidence requests from the State's Attorney's Office.

Sustainability

The expenditure is approved in the FY22-23 of the county budget. As this is a mandated program funding will need to be secured each fiscal year. Approval of this grant application would allow the county to recover the expenditure. If partial approval is granted, the funding would offset the expenditure. Regardless, funding will be required in every budget cycle.

In the brief time our BWC program has been operational at the Field Services and School Resource level, the benefits of these devices and the software solutions behind the devices have proven to be a very important tool in regard to evidence collection, storage, and use. The benefits of this BWC program to the agency and community cannot be overstated. The cost of this program is extraordinarily high however the benefits gleaned clearly outweigh the drawback of the associated cost.

Applicant Disclosure of Pending Applications Statement

Unique Entity Identifier and SAM.GOV Expiration Date

KEA9KRV8GPG3
expiration 11/01/2023

Person Completing the Project Narrative

Gregory DeGiovanni
Law Enforcement Support Specialist
Worcester County Sheriff's Office
410-632-1111 x2263 phone
410-632-3070 fax
gdegiovanni@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$382,566.00	\$0.00	\$0.00	\$382,566.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$382,566.00	\$0.00	\$0.00	\$382,566.00

ITEM 4

Category D - Contractual Services



Control Number:

2023-PT-0007

	Contractual Services	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Cloud Storage & IT Support	1	Grant Funds	1	\$382,566.00	\$382,566.00
						\$382,566.00

1. Although the cameras and equipment utilized in the BWC program are state of the art, the true value of the BWC program is in the evidence management tools. We have found that the applications, software, storage, security features, and technical support behind the scenes of this program are invaluable and as such, make up the bulk of the cost of implementing and maintaining the program. The Worcester County Sheriff's Office is requesting PACT grant funding in the total of \$382,565.98 to offset the 2nd payment installment of the contract for our BWC program.



V. Civil Rights Requirements

- 1. Civil rights contact person: Norton, Stacey - Director of Human Resources
- 2. Organization: Worcester County Board of County Commissioners
- 3. Address: County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863-1072
- 4. Telephone Number: (410) 632-0090
- 5. Number of persons employed by the organization unit responsible for implementation of this grant: 16

Project Service Sites

Site 1

Service Site	Worcester County Sheriff's Office
Apt. Suite, No. Street	1 West Market Street, Room 1001
City	Snow Hill
State & Zip	MD 21863-1069



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

1. That Federal funds made available under this formula grant will not be used to supplant State or local funds, but will be used to increase the amounts of such funds that would, in the absence of Federal Funds, be made available for program activities.

2. That matching funds required to pay the non-Federal portion of the cost of each project, for which grant funds are made available, shall be in addition to funds that would otherwise be made available for program activities by the recipient of the grant funds and shall be provided as required in the Grant Award document.

3. That following the first year covered by a Grant Award and each year thereafter, a performance evaluation and assessment report will be submitted to the Governor's Office of Crime Control & Prevention.

4. That fund accounting, auditing, monitoring, evaluation procedures and such records as the Governor's Office of Crime Control & Prevention shall prescribe to and shall be provided to assure fiscal control, proper management and efficient disbursement of funds received.

5. That the Grantee shall maintain such data and information and submit such reports in such form, at such times, and containing such information as the Governor's Office of Crime Control & Prevention may reasonably require to administer the program.

6. Sub-recipients will comply (and will require any sub-grantees or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d); the Victims of Crime Act (42 U.S.C. § 10604 (e)); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)); the Rehabilitation Act of 1973 (29 U.S.C. § 704); the Americans with Disabilities Act of 1990 (42 U.S.C. § 12131-34); the Education Amendments of 1972 (20 U.S.C. § 1681, 1683, 1685-86); the Age Discrimination Act of 1975 (42 U.S.C. § 6101-07); and the

Department of Justice (DOJ's) Equal Treatment Regulations (28 C.F.R. pt. 38).

7. That in the event a Federal or state court or administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against the Grantee, a copy of the finding will be forwarded to the Governor's Office of Crime Control & Prevention.

8. Sub-recipients that are governmental or for-profit entities, that have fifty or more employees and that receive a single award of \$500,000 or more under the Safe Streets Act or other Department of Justice (DOJ) program statutes are required to submit their Equal Employment Opportunity Plan (EEOP) to the federal Office of Civil Rights (OCR). The sub-recipients are not required to submit a copy to the Governor's Office of Crime Control & Prevention (GOCCP), but must have a copy available on site for monitoring purposes. Those sub-recipients that are subject to the OCR's EEOP Certification Form may access this form at: <http://www.ojp.usdoj.gov/about/ocr/eeop.htm>.

9. That the Grantee will comply with all provisions set forth in the Governor's Office of Crime Control & Prevention's General <http://www.goccp.maryland.gov/grants/general-conditions.php> and Special Conditions.

10. That the Grantee will comply with the provisions of 28 CFR applicable to grants and cooperative agreement.

11. Sub-recipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. To access this document see U.S. Department of Justice, Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons (67 Federal Regulation 41455 (2002)). This regulation may be accessed at: <http://www.archives.gov/eo/laws/title-vi.html>

CERTIFICATION: I certify that this program will comply with the provisions set forth by the State of Maryland and the Governor's Office of Crime Control and Prevention.

Signature of Authorized Official

Date

Bertino Jr., Anthony W. - President

Name and Title



Certification Regarding Lobbying



U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510 --

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted or otherwise criminally or civilly charged by a Government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph, (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminate for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

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(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about --

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

OJP FORM 4061/6 (3-91) REPLACES OJP FORMS 406/1/2, AMD 406/14 WHICH ARE OBSOLETE.



(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will –

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 312A, GSA Regional Office Building No. 3), Washington DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted --

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code)

Check ___ if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___ if the State has elected to complete OJP Form 4061/7.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67, Sections 67.615 and 67.620 --

As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 633 Indiana Avenue, N.W., Washington, D.C. 20531.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
1 W Markey St Rm 1103
Snow Hill, MD 21863 1072

Project Title: Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program
Federal ID Number: 52-6001064

Authorized Representative: Bertino Jr., Anthony W. - President

Signature: _____
Signature of Authorized Official Date



Worcester County Recreation & Parks
6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: March 14, 2023
SUBJECT: Maryland Heritage Areas Authority – Harbor Day Grant

The Recreation & Parks Department is requesting permission to apply for a Grant with the Maryland Heritage Areas Authority (MHAA) for our annual Harbor Day festival. The requested amount would be for a total of \$7,936 and would be used for Education purposes within the event.

Harbor Day will take place at the West Ocean City boat ramp on October 14, 2023. This waterfront festival celebrates our rich history and maritime heritage, as well as the exciting sport fishing and commercial industries.

In our current Special Event Budget (100.1601.410.6175.070) we have \$38,500 allocated to this event. Of those funds, \$29,000 goes to operational expenses and set-up logistics including security, tents, tables, chairs, stages and entertainment. If we acquire the additional \$7,936 for the event we would be to expand the educational section to include educational vendors and entertainment, signage, and excursions.

In addition to the Grant application, letters of support are also suggested. Letters can be from partners, local/state officials, or anyone else in a position to advocate for the project/event. Letters can be submitted up until April 7. Any letters forwarded to the Recreation & Parks Department would be submitted as a whole by April 7.

Should you have any questions, please feel free to reach out at your convenience.

cc: Ben Kirk, Recreation Superintendent



The Circuit Court for Worcester County
First Judicial Circuit of Maryland

ILENE D. MUHLBERG
COURT ADMINISTRATOR
COURT HOUSE - ROOM 208
ONE W. MARKET STREET
SNOW HILL, MD 21863
(410) 632-2342

Date: March 15, 2023

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

Re: Courthouse Security Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request your approval of the attached Memorandum of Understanding for security goods and services by and between the Maryland Judiciary Administrative Office of the Courts and the Worcester County Commissioners for the courthouse security grant in the amount of \$84,213.43.

If approved, the grant will completely fund the purchase and installation of improved security measures in the Courthouse, including internal emergency access controls and bullet resistant barriers.

Thank you for your consideration.

A handwritten signature in cursive script, appearing to read "Ilene D. Muhlberg".

Ilene Muhlberg
Court Administrator

c: Administrative Judge Brian D. Shockley
Sheriff Matthew Crisafulli

**MEMORANDUM OF UNDERSTANDING
FOR SECURITY GOODS AND SERVICES UP TO \$100,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS AND
THE WORCESTER COUNTY COMMISSIONERS**

E23-0017-25K

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) and the Worcester County Commissioners.

WHEREAS, the AOC recognizes the Worcester County Commissioners possesses the capability to acquire goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the Worcester County Commissioners has agreed to perform for the AOC in accordance with this MOU.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and the Worcester County Commissioners enter into this MOU and agree as follows:

ARTICLE I – SCOPE OF WORK

The Worcester County Commissioners shall acquire through the county procurement process, security-related goods and/or services, as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II – COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and acceptance by the AOC, the AOC shall pay the Worcester County Commissioners in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed \$84,213.43 (the “NTE Amount”).

All invoices shall be submitted within thirty (30) calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. name and address of AOC contact: Sean Wolcoff, Office of Security Administration, 580 Taylor Avenue, Annapolis, MD 21401,
- b. name, remittance address, and federal taxpayer identification number of the Worcester County Commissioners,
- c. invoice period,
- d. invoice date,

- e. invoice number,
- f. amount due,
- g. deliverable ID number for the deliverable being invoiced, if applicable, and
- h. Purchase Order number.

Hardware, software, and products purchased as a result of the agreement will become the property of the jurisdiction performing the purchase. All maintenance will become the responsibility of the jurisdiction. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to the Worcester County Commissioners shall be made as soon as possible after inspection and acceptance by the AOC and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III – TERM

The term of this MOU shall begin upon award and terminate on June 30, 2023, with up to two (2) extension options of one (1) year at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed the Worcester County Commissioners by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV – MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

ARTICLE V – GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Security Funding Acknowledgement Form is attached for signature.

Non-Disclosure. The Worcester County Commissioners shall not, without the AOC’s prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form any information which may be held or maintained by the Judicial Branch as Confidential Information, except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. The Worcester County Commissioners may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI – REPRESENTATIVES

The following individuals are designated as representatives for their respective parties:

For the AOC: Department of Procurement, Contract & Grant Administration

Name and Title: Daniel J. Mays, Director
Phone: 410-260-1594 Email: Daniel.Mays@mdcourts.gov

For the Worcester County Commissioners
Name and Title: Ilene Muhlberg, Court Administrator
Phone: 410-632-2342 Email: Ilene.Muhlberg@mdcourts.gov

ARTICLE VII – KEY PERSONNEL, if applicable

The Worcester County Commissioners agrees that the following named individual(s) is considered to be essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Brian D. Shockley, Administrative Judge

Personnel of at least equivalent capability shall be assigned to the project if this individual becomes unavailable during the term of this MOU. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. The AOC may terminate this MOU; or, at its option, negotiate with the Worcester County Commissioners for an equitable adjustment under the MOU relative to the loss of such Key Personnel if the Worcester County Commissioners is unable to provide substitutes acceptable to the AOC.

ARTICLE VIII – ENTIRE AGREEMENT

This MOU embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties’ agreement, other than those contained herein, or incorporated herein by reference.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX – SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the parties do hereby attest to their acceptance of these terms and conditions.

For the Worcester County Commissioners:

Date

Anthony W. Bertino, Jr.
President
Government Center
One W. Market Street
Snow Hill, Maryland 21863

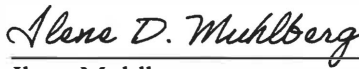
For the Circuit Court for Worcester County:

3-2-23
Date



Brian D. Shockley
Administrative Judge

Date



Ilene Muhlberg
Court Administrator

For the Administrative Office of the Courts:

Date

Daniel J. Mays
Director, Department of Procurement, Contract & Grant
Administration

Approved as to form and legal sufficiency this _____ day of _____, 20____.

Stephane J. Latour
Managing Legal Counsel

Security Funding Acknowledgement Form

By my signature below, I accept, understand, and acknowledge that I was consulted in the preparation of this Memorandum of Understanding (MOU), have reviewed the MOU, and agree to my role in the request. I further acknowledge, on behalf of my office, that the Worcester County, Maryland has the ability and desire to accommodate the security enhancements requested within the MOU, including, but not limited to, appropriate staffing and/or space.

Administrative Judge:


SIGNATURE

3-2-23
DATE

LAST NAME FIRST NAME M.I.

Clerk of Court:


SIGNATURE

3-2-2023
DATE

Braniecki Susan
LAST NAME FIRST NAME M.I.

If the Memorandum of Understanding includes building modifications or personnel changes and/or modifications, the county is required to acknowledge the following:

The authorized party has reviewed the MOU and authorizes the associated modifications and/or resource requirements.

County Authorized Official:

SIGNATURE

TITLE

LAST NAME FIRST NAME M.I.

DATE

Exhibit A

2023 Courthouse Security Items Request

MOU Partner*: Worcester County Government
 Court: Circuit Court for Worcester County
 Court Address: 1 West Market Street
 Snow Hill, Maryland 21863

Please complete the following:

- Choose Tier
- Complete the Subtotal in the Sub- Category
- Complete the Total

Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine		
	Magnetometer		
	Access Control System	\$36,975.43 internal emergency access controls	\$36,975.43
	Duress Alarms		
	Camera System		
	Audio Visual Intercom		
Tier II			
	Building Alarms		
	Bullet Resistant Barriers	\$34,248.00 purchase and installation of bullet resistant doors at Market Street entrance	\$34,248.00
		\$12,990.00 Armored partitions and shields	\$12,990.00
	Fenced/Restricted Judges Parking		
	Security Blast Film		
Tier III			
	Emergency Intercom		
		Total: \$84,213.43	Total Funded: \$84,213.43

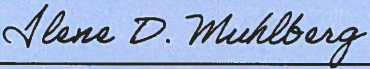
*** Numbers provided are estimates, based upon initial market research. Actual expenditures may differ, based on based upon the results of a formal procurement process.*

- Provide a description of each item requested and reason for request

Tier I	
X-ray Machine	
Magnetometer	
Access Control System	<p>For increased access control throughout the Courthouse in the event of an emergency, we request funding for installation of a “plunger” access system to enable Sheriff’s Deputies to lock and unlock building entry doors and Courtroom doors remotely, with an indoor chime alert system to sound at the Washington Street entrance security desk when the Market Street door is opened. This request also includes installation of badge readers for the five conference room doors adjacent to courtrooms and staff offices. Sheriff’s Deputies will issue and retrieve visitor badges daily.</p> <p>Total cost: \$36,975.43.</p>
Duress Alarms	
Camera System	
Audio Visual Intercom	
Tier II	
Building Alarms	
Bullet Resistant Barriers	<p>The Market Street door to the Courthouse is vulnerable to potential threats from pedestrian and vehicle traffic on adjacent Business Route 113 (see attached photo). The Market Street door is designated as emergency exit only and is locked from the outside, but additional security measures are needed. We request funding for the purchase and installation of a heavy gauge bullet-resistant door with panic hardware. Total cost: \$34,248.00.</p> <p>For protection of the Sheriff’s Deputies, Courthouse staff and the public, we request funding for the purchase of four freestanding armored partitions for use at the Washington Street entrance and three Courtroom entrances. The partitions can also be moved as needed, depending on Court activity. We also request funding for 10 steel ERS armored shields for use by Sheriff’s Deputies in the event of an emergency. Total cost: \$12,990.00.</p>
Fenced/Restricted Judges Parking	
Security Blast Film	

Tier III	
Emergency Intercom	

- Form must be signed and dated:

Submitted by Authorized Signature: 
Date: December 1, 2022
Print Name and Title:
**MOU Partner: Worcester County, Maryland
**Address: 1 West Market Street
**Address: Snow Hill, Maryland 21863
Telephone #: 410-632-2342
Email Address: iLene.muhlberg@mdcourts.gov
Federal Tax identification #: 52-6001064

***Name and Address of MOU Partner should be the same as the Name and Address used on the Request for Reimbursement for county/city*



From: [Vincent Arillo](#)
To: [Ilene Muhlberg](#)
Cc: [Michael Hutchinson](#)
Subject: [EXTERNAL] Snow Hill Courthouse Entry Door
Date: Wednesday, November 30, 2022 10:30:59 AM
Attachments: [image001.png](#)
[EXTERNALFW Proposal Snow Hill courthouse entrance.msg](#)
[EXTERNALRe Construction of doors for Courthouse.msg](#)

Ilene, enclosed are vender proposals for door project. The total vender cost is: \$31,135
In addition to these costs, WCPW maintenance department would like 10% cost added as a contingency for unforeseen circumstances. These may include but are not limited to:

Termite damage
Structural damage
Dangerous substance abatement
Construction Management
Safety Procedures
Public Information documentation/signage

Total potential cost for the removal and replacement of the doors on the historical entrance to the Snow Hill courthouse is:
\$ 34,248.00

Vincent Arillo

Project Manager
Maintenance Division
Department of Public Works
Worcester County



6113 Timmons Road
Snow Hill, Maryland 21863
Varillo@co.worcester.md.us
P: 410-632-3766
F: 410-632-1753

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From: [Robin Nock](#)
To: [Vincent Arillo](#)
Subject: *EXTERNAL*:Re: Construction of doors for Courthouse
Date: Wednesday, November 30, 2022 8:53:39 AM

CAUTION: This email originated from an external email domain which carries the additional risk that it may be a phishing email and/or contain malware.

On Wed, Nov 30, 2022 at 8:52 AM Robin Nock <rmnock228@gmail.com> wrote:

On Tue, Nov 29, 2022 at 9:47 PM Robin Nock <rmnock228@gmail.com> wrote:

Nock's Woodworks Inc. proposal to manufacture and install the following described new doors for the front main entrance to the Worcester County Courthouse in Snow Hill Maryland.

Price quote is separated into the construction of completed door assembly and installation of the doors and all hardware. Seperate pricing for upgrade to bullet proof panels and glass included.

Item 1 Door Construction

We will build two solid wood doors with approximate size of 30"x90" from sapelle mahogany with the necessary new jamb and sill parts for installation. Will also supply hinges, weatherstripping and floor sweeps. They will be built to match existing woodwork and panels as in sidelights of original doorway. Base price here includes laminated glass and prime coat of paint in shop. Total labor and materials for constructed doors is \$7,100.

Upgrade to bullet proof glass is \$7,520

Upgrade to level 3A bullet proof panels laminated in bottom of doors is \$7,475, labor and materials included.

Total with upgrades for bullet proofing \$22,095.

Item 2 Door Installation

We will remove existing doors and necessary frame parts. Next will install new doors with new jamb parts and all hardware required for operation. We will also put on two coats of high-quality exterior paint.

Note: Purchase of panic bars and door locks not included in quote, to be provided by others, however the installation of them is included.

Total labor and materials for installation \$5,200.

Total Contract price with all upgrades for bullet proofing \$27,295

Note: Nock's Woodworks Inc will provide a detailed drawing of the doors and all millwork for approval prior to construction if we are selected to do the project. A lead time of 6-8 weeks is needed to acquire the necessary materials for the project. If you have any question please call me at 443-783-4824.

Door Construction total. \$22,095

Door Installation total. \$5,200

Door Hardware total. \$3840
(Panic hardware, door closures, lever
handles with escutcheons)
Contract Grand total. \$31,135

Signature of Acceptance

Thank you
Chip Nock

Nock's Woodworks Inc.
2304 Bird Hill Rd. Stockton Md. 21864
Phone: 443-783-4824 (Chip Nock)

Nock's Woodworks Inc. will build and install new double entrance doors on the front of the Worcester County courthouse in Snow Hill Md. Doors will have solid mahogany wood constructed frames and lower panels with glass in the upper section. The doors will line up with and match the original existing woodwork in the sidelight panels. They will include bullet proof glass panels and level 3A bullet proof panels laminated in the wood sections. All of the necessary hardware and installation is included (hardware supplied by others). The removal of existing doors prior to installation and final painting of all new work is included.

Total contract price: \$31,135.00
Half down at start: \$15,567.50
Half due upon completion: \$15,567.50

Note: A 6-8 week lead time is needed to acquire bullet proof panels for door construction, therefore a set completion date is undetermined at this time.

Authorized signature of acceptance: _____



Absolute Security Group, Inc
 300 Mill Street, Ste A
 Salisbury, MD 21801
 410-860-0620

Proposal

Client Information

Circuit Court for Worcester County
 One West Market St.
 Snow Hill, Md. 21863

Proposal Number 3729
Date 1/19/2023 **Expires** 3/31/2023
Salesperson Steve Smith

Absolute Security Group, Inc. is a locally owned and operated security company that has served Delmarva for almost twenty years.

The company sells, installs, and services *Residential and Commercial*:

- *Burglar systems*
- *Fire alarm systems*
- *Access control*
- *Cameras*
- *Intercoms*
- *Medical alert and nurse call systems*

In addition, Absolute Security Group, Inc. offers customers:

Monitoring for:

- *Security (doors, motion, glass breakage, hold up)*
- *Fire (smoke, heat, CO, gas, sprinkler systems)*

Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras

Enhanced services for remote control of lights locks & thermostats

Furthermore, the company provides **24-hour maintenance and service.**

Absolute Security Group, Inc. is committed to providing exceptional and timely service while also building close customer relationships.



Absolute Security Group, Inc
 300 Mill Street, Ste A
 Salisbury, MD 21801
 410-860-0620

Proposal

Client Information

Circuit Court for Worcester County
 One West Market St.
 Snow Hill, Md. 21863

Proposal Number 3729
Date 1/19/2023 **Expires** 3/31/2023
Salesperson Steve Smith

Qty	Description
2	8 READER/DOOR CONTROL UNIT KEYSCAN MAIN CONTROLLER PANELS - ONE FOR EACH FLOOR IN COURT HOUSE AND WILL TIE INTO THE MAIN KEYSKAN SYSTEM
2	NETWORK COMMUNICATION BOARD-USE W/CB485 NETCOM IP MAC. ADDRESS MODULES - ONE FOR EACH MAIN KEYSKAN PANEL
4	16.5VAC 40VA PS, GND, LED, PTC TRANSFORMER REGULATED POWER SUPPLIES FOR THE KEYSKAN CONTROLLERS
2	8 Channel Access Control Power Supply REGULATED INDIVIDUALLY FUSED 12VDC. POWER SUPPLY FOR ALL THE ELECTRIC LOCKS FOR THE DOORS LISTED HERE.
4	12V 7AH SLA BATTERY BACK UP BATTERIES FOR THE KEYSKAN CONTROLLERS AND THE ELECTRIC LOCK POWER SUPPLIES
8	5395 ThinLine II Prox Reader (4"-5.5" read range) Single Gang PROXIMITY DOOR ACCESS CONTROL READERS - ONE PER DOOR
6	600 SINGLE MAGLOCK OVERHEAD DOOR MAGLOCK ELECTRIC LOCKS - FOR THE THREE DOUBLE SET OF COURT ROOM DOORS
6	ALARM CONTROLS AM3300 1/2" SPACER 600lb. MAGLOCK MOUNTING HARDWARE FOR THE MAGLOCKS
3	REQUEST TO EXIT PIR - GREY REQUEST TO EXIT MOTION DETECTORS - ONE FOR EACH COURT ROOM WITH DOUBLE DOORS
3	Securitron EEB2 Emergency Exit Button w/ 30 Sec. Timer - Single Gang, EMERGENCY EXIT RELEASE BUTTON - ONE FOR EACH COURT ROOM WITH DOUBLE DOORS



Absolute Security Group, Inc
 300 Mill Street, Ste A
 Salisbury, MD 21801
 410-860-0620

Proposal

Client Information

Circuit Court for Worcester County
 One West Market St.
 Snow Hill, Md. 21863

Proposal Number 3729
Date 1/19/2023 Expires 3/31/2023
Salesperson Steve Smith

Qty	Description
1	STI BLUE EMERGENCY LATCHING SLAP BUTTON W/ KEY RESET LIFE SAFETY EMERGENCY SLAP BUTTON - LOCATED ON WASHINGTON STREET BY MAIN ENTRY. SHERIFF'S CAN HIT THIS AND ALL DOORS WILL LOCK SIMULTANEOUSLY UNTIL THE SITUATION IS ALL CLEAR. (ACTIVE SHOOTER TYPE INCIDENT)
1	SIREN / STROBE - INDOOR / OUTDOOR BLUE INDOOR DOOR CHIME AND STROBE - LOCATED ON WASHINGTON ST. MAIN ENTRY BUT ACTIVATES WHEN THE MARKET STREET DOOR WOULD BE OPENED OR BREACHED.
1	24/4 C5E CMR YLW 1M BOX NETWORK CAT 5E WIRE
4	ACCESS WIRE 18(4)+22(2+4+6) 500' YELLOW DOOR ACCESS CONTROL BUNDLE WIRE
1	22/4 STR JKT CM/CL2 5C SB GRY DOOR CHIME WIRE
74	LABOR TECH LABOR - TO WIRE, INSTALL, SET-UP, PROGRAM AND DEMO THE SYSTEM QUOTED HERE
7500	RJ LOCK SMITH LOCK SMITH FEE'S TO INSTALL ELECTRIC STRIKES ON 5 OF THE DOORS ALONG WITH DOOR HARDWARE INCLUDING CLOSURES
1000	EXTRA INSTALL HARDWARE INSTALL HARDWARE SUCH AS CONNECTORS, J HOOKS, CONDUIT, BOXES, ETC.
1	PROJECT NOTES THIS SYSTEM WILL TIE INTO THE EXISTING KEYSKAN SYSTEM BUT TREATED AS AN EXTENSION AND CAN OPERATE AS IT'S OWN ENTITY. THIS IS A STAND ALONE SYSTEM AND WILL NOT BE PLACED ON THE INTERNET. THIS SYSTEM NOT DESIGNED AS OR WORK



Absolute Security Group, Inc
 300 Mill Street, Ste A
 Salisbury, MD 21801
 410-860-0620

Proposal

Client Information

Circuit Court for Worcester County
 One West Market St.
 Snow Hill, Md. 21863

Proposal Number 3729
Date 1/19/2023 Expires 3/31/2023
Salesperson Steve Smith

Qty	Description
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WITH IN A CLOUD OR CLOUD SERVICES.

THIS SYSTEM DOES HAVE THREE COURT ROOM DOUBLE DOORS THAT WILL HAVE MAGLOCKS AND THE FIRE MARSHAL WILL REQUIRE THESE DOORS TO BE TIED INTO THE FIRE ALARM SYSTEM. WORCESTER COUNTY MAINTENANCE DEPT. WILL HAVE TO COORDINATE THIS WITH THE PROPER VENDOR.

WORCESTER COUNTY MAINTENANCE DEPT. MAY ALSO NEED TO CONTACT A PROFESSIONAL WALL PLASTER CONTRACTOR TO WORK WITH US " ABSOLUTE SECURITY " IN GETTING THE DOOR ACCESS CONTROL WIRES DOWN THE WALL INTO THE DOOR FRAMES. THESE KEEP THE INTEGRITY OF THIS HISTORICAL SITE IN TACT.

WE WILL PROVIDE A ONE YEAR FULL WARRANTY ON ALL PARTS AND LABOR FOR THIS PROJECT.

Sub Total	\$36,975.43
Total This Proposal	\$36,975.43



Absolute Security Group, Inc
300 Mill Street, Ste A
Salisbury, MD 21801
410-860-0620

Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, Md. 21863

Proposal Number 3729
Date 1/19/2023 Expires 3/31/2023
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

PRIMARY PHONE

THIS DOCUMENT CONTAINS PROPRIETARY INFORMATION AND THEREFORE SHOULD BE TREATED AS CONFIDENTIAL. IT SHALL NEITHER BE DUPLICATED NOR DISCLOSED TO ANY PERSON OR PERSONS OUTSIDE OF ABSOLUTE SECURITY GROUP, INC OR THE COMPANY TO WHICH I HAS BEEN PROVIDED. IT CANNOT BE COPIED, REPRODUCED, OR DISSEMINATED WITHOUT THE EXPRESSED WRITTEN CONSENT OF ABSOLUTE SECURITY GROUP, INC. ALL ELEMENTS OF SYSTEM DESIGN, ALTERATION, ADDITION OR CHANGE IS THE SOLE PROPERTY OF ABSOLUTE SECURITY GROUP, INC. THE INFORMATION IS TO BE USED EXCLUSIVELY BY THE ORANIZATION/INDIVIDUAL TO WHOM IT WAS DIRECTED FOR THE PURPOSES OF MAKING AN INFORMED DECISION DURING THE EVALUATION OF THE PROPOSAL AND ANY AGREEMENT WHICH MAY RESULT THERE FROM.

VA: _ - _____ MD: _____ DE: _____

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved

HARDWIRE

1947 Clarke Avenue
 Pocomoke, MD 21851 USA
 (410) 957-3669 Fax (410) 957-3424
 www.hardwirellc.com

January 26, 2023
 Quote# 11232022-WCS-1

To: Cpl. Kenny Parr
 Worcester County Sheriff's Office
 kparr@co.worcester.md.us
Via Email

Subject: Hardwire ERS Shields and Freestanding Armored Partitions Quotation (Level 3+)

Hardwire is pleased to offer the following quotation for our Level 3+ ERS Shields and the Freestanding Armored Partitions. These products are critical safety items and stop ammunition from handguns, shotguns, and assault rifles (NIJ Level 3+). The ERS shields work in conjunction with DHS "Run, Hide, Fight" and the armored partitions provide a mobile barrier for protection. The shields are 18" x 20" in size; large enough to cover the vital torso area but not too large to prohibit movement or carrying. Please note the final dimensions for the armored partitions will be based on mill standard sheet sizing. However, the initial request is for 5' x 5' with final sizing to be determined. Please see pricing provided below:

Pricing:

Item #	Part #	Description	Unit Price	Qty	Total Price
001	007-007-1100	HARDWIRE LEVEL 3+ STEEL ERS SHIELD 18" X 20"	\$ 299.00	10	\$ 2,990.00
002	TBD	HARDWIRE LEVEL 3+ FREESTANDING ARMORED PARTITION	\$ 2,500.00	4	\$ 10,000.00
Total					\$ 12,990.00

Terms & Conditions:

- This quotation is valid for 90 days from date of this letter. Expiration Date: 4/26/2023.
- Payment terms to be prepaid or Net 30 days upon Hardwire approval.
- Pricing FOB Hardwire's location in Pocomoke City, Maryland.
- This pricing is confidential and not to be shared with any third parties without Hardwire's express written permission.
- Hardwire's Standard Conditions of Sale to be included in any order.

If you have any questions, please do not hesitate to let us know. Thank you very much for your business.

Best Regards,



JP Lacey
 Business and Pricing Manager
 Hardwire, LLC

ATTACHMENT 1 - CONDITIONS OF SALE

1. Unless otherwise indicated on the face of this Agreement, title, liability for and risk of loss to Product sold hereunder (the "Product") pass to Buyer upon loading for shipment at Seller's producing location.
2. Seller warrants only to Buyer that the Product delivered hereunder meets Seller's standard specifications for the Product as in effect on the date of shipment or such other specifications as may have been expressly agreed to herein. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6 HEREOF, SELLER MAKES NO EXPRESS OR IMPLIED WARRANTY (INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM ANY COURSE OF DEALING OR TRADE USAGE) REGARDING THE PRODUCT. Buyer, having the expertise and knowledge in the intended use of the Product and any articles made therefrom, assumes all risk and liability for results obtained by the use of the Product, whether used alone or in combination with other materials.
3. Failure to give notice of claim within ninety (90) days from date of delivery, or the date fixed for delivery (in case of non-delivery), shall constitute a waiver by Buyer of all claims in respect of the Product so delivered or not delivered, as the case may be. No Product shall be returned to Seller without Seller's prior written permission, and then only in the manner prescribed by Seller. No claim shall be allowed for Product that has been processed in any manner. Claims include claims of any kind, including without limitation those (a) for loss, damage, expense or injury, (b) with respect to the Product delivered or for non-delivery of the Product, or (c) based upon Seller's (i) breach of warranty, contract, statute, or regulation or (ii) negligence, strict liability or any other tort.
4. BUYER'S EXCLUSIVE AND SOLE REMEDY FOR ANY CLAIM SHALL BE A REFUND OF THE AMOUNT OF THE PURCHASE PRICE PAID FOR THE PRODUCT IN RESPECT OF WHICH DAMAGES ARE CLAIMED, AND IN NO EVENT SHALL SELLER'S LIABILITY FOR ANY CLAIM BE GREATER THAN THAT AMOUNT.
5. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION OR ANY OTHER LOSS), WHETHER OR NOT CAUSED BY OR RESULTING FROM THE BREACH OF CONTRACT, NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF SUCH PARTY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. Seller warrants that the use or sale of the Product delivered hereunder will not infringe the claims of any validly issued United States patent covering the Product itself, but does not warrant against infringement due to: (a) the use of Products in combination with other products or materials or in the operation of any process, or (b) the compliance by Seller with any specifications provided to the Seller by Buyer.
7. No liability shall result from delay in performance or non-performance, directly or indirectly caused by circumstances beyond the control of the Party affected, including, but not limited to Act of God, fire, explosion, flood, war, act of or authorized by any government, accident, labor trouble or shortage, equipment failure, inability to obtain from its usual sources of supply fuel, power, material, equipment or transportation or commercial impracticability. Quantities so affected may be eliminated from this Agreement without liability, but this Agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the Products specified herein to enable Seller to perform this Agreement.
8. It is understood and agreed between Buyer and Seller that if this Agreement covers Products that must be manufactured especially for Buyer and is suspended or terminated for any reason, Buyer will take delivery of and make payment for such Products as have been completed and such Products as are in process on the date notice of suspension or termination is received by Seller. If Buyer for any reason cannot accept delivery of such Products, Buyer will make payment therefore as though delivery has been made and Seller will store such Products for Buyer's account and at Buyer's expense.
9. If for any reason, including without limitation, Force Majeure, Seller is unable to supply the total demand for Products specified herein, Seller may distribute its available supply among any or all purchasers as well as business units, including affiliates and subsidiaries, of Seller on such basis as Seller may deem fair and practical without liability for any failure of performance that may result therefrom. Seller shall have no obligation to purchase Product to enable Seller to supply Buyer under this Agreement.
10. At Buyer's request, Seller may, at its option, furnish such technical information as Seller has available with respect to the use of the Products covered by this Agreement. Unless otherwise agreed in writing, all such technical assistance and information will be provided gratis, and Buyer assumes sole responsibility for results obtained in reliance thereon.
11. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the Products and their properties. Buyer will forward such information to Buyer's employees and any others, including Buyer's customers, who may handle, process or sell such Products and advise such parties to familiarize themselves with such information.
12. Buyer acknowledges that the Product was produced using Seller's proprietary information including information related to cutting, forming, and manufacturing processes and that the Buyer shall not duplicate or attempt to duplicate any of Seller's protected processes.
13. Buyer shall reimburse Seller for all taxes, licenses, or other charges, by whatever name, (other than taxes based upon Seller's income) which Seller may be required to pay to any Government (National, Foreign, State or Local) upon the sale, production, or transportation of the Products sold hereunder.
14. In the event Buyer fails to fulfill Seller's terms of payment completely, or in case Seller shall have any doubt at any time as to Buyer's financial responsibility, Seller, without advance notice and at Seller's sole option, may decline to make further deliveries, except upon payment of all arrearages and receipt of cash in advance or delivery of security satisfactory to Seller. In the event that Buyer fails to fulfill Seller's terms of payment completely and Seller must initiate collection activities to secure payment, Buyer shall pay all of Seller's reasonable costs and attorneys' fees associated with such activities.
15. This Agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller.
16. Failure by either Party to require performance by the other Party or to claim a breach of any provision of this Agreement shall not be construed as a waiver of any right arising under this Agreement, including the right to require subsequent performance or contest any subsequent breach.
17. If any term or provision of this Agreement shall be found to be invalid, illegal or unenforceable, this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Seller and Buyer shall promptly agree upon a substitute for any such term or provision.
18. This Agreement is to be construed and the respective rights of Buyer and Seller are to be determined according to the laws of the State of Delaware, U.S.A., without regard to choice of law or conflicts principles of Delaware or any other jurisdiction, and the courts of Delaware shall have exclusive jurisdiction over any disputes or issues arising under this Agreement. The United Nations Convention on Contracts for the International Sale of Goods shall not govern this Agreement or the performance thereof or any aspect of any dispute arising therefrom.
19. This Agreement contains all of the terms and conditions with respect to the purchase and sale of the Products sold hereunder. These terms and conditions supersede any of previous date and no modification thereof shall be binding on Seller unless separately contracted in writing and agreed to by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this Agreement by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance of the Products shall be equivalent to Buyer's assent to the terms and conditions hereof.



Matthew Owens
Fire Marshal

Robert Korb, Jr.
Chief Deputy Fire Marshal

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1302
SNOW HILL, MARYLAND 21863-1294
TEL: 410-632-5666
FAD: 410-632-5664

MEMORANDUM

TO: Weston S. Young, P.E. Chief Administrative Officer
Candace Savage, CGFM Deputy Chief Administrative Officer
FROM: Matthew Owens, Fire Marshal
DATE: March 2, 2023
SUBJECT: Request to Keep Existing Vehicle

Recently the Fire Marshal's Office received a new vehicle which was approved in the FY22 Budget. Funds were encumbered and the vehicle was recently placed in-service (2022 Ford F-250 Truck). This new vehicle replaced an aging 2012 Chevy Tahoe with approximately 190,000 miles. I wish to thank the Commissions, Derrick Babcock, and your office for assisting in the approval, acquisition and equipping of this new Fire Marshal vehicle.

I'm requesting to keep the existing 2012 Chevy Tahoe. Previously, we had an emergency equipped spare vehicle at the Fire Training Center to assist with responding to hazmat emergencies and as a spare vehicle for the Fire Marshal's Office. First let me explain the response to hazmat emergencies. Members of the hazmat team respond to the FTC, assemble, and as a group utilize this vehicle to respond to the hazmat emergency. Secondly, the vehicle was utilized as a spare vehicle for the Fire Marshal's Office. When a deputy is getting maintenance conducted on their primary vehicle, they would utilize this emergency response vehicle. They need a vehicle equipped with emergency equipment (lights and siren) to conduct their normal duties. I know this vehicle is an aging vehicle, 2012 Chevy Tahoe, with approximately 190,000 miles but in the above-mentioned role, I believe this vehicle could still be an asset to the county and the Fire Marshal's Office.

The Fire Marshal's Office does have a vehicle approved in the Assigned Funds. This approval was on December 6, 2022. The Fire Marshal's Office originally had a replacement vehicle included in the FY23 Budget, which was cut, and then approved in the Assigned Funds (total of \$51,000.00). We would like approval to move ahead with this replacement vehicle.

Thanks for your consideration and please let me know if you have any questions.

Matt

Citizens and Government Working Together



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request to Bid – Batting Cage System

Attached for your review and approval are bid documents for the purchase of a hands-free batting cage system at our Recreation and Parks facility. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for this item.

Local Parks and Playground Infrastructure (LPPI) funding has been approved in the amount of \$75,000 for this purchase. LPPI grant funds are 100% reimbursable.

Should you have any questions, please feel free to contact me.

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



INVITATION FOR BID

PROJECT: Hands-Free Batting Cage System

DEPARTMENT: Recreation and Parks

VENDOR:

NAME: _____

ADDRESS: _____

BID OPENING:

DATE: Wednesday, April 12, 2023

TIME: 2:30 PM

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SECTION I: INTRODUCTION

A. PURPOSE

1. The purpose of this Invitation for Bid Document is for Worcester County (“County”) to contract for the purchase of one hands-free batting cage for our Recreation and Parks department in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a bid for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Tuesday, April 4, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before bid opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their bid. Failure to do so could result in the bid being disqualified.

D. FILLING OUT BID DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and two bound copies of the bid form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Bid Documents should be complied as follows: (1) Cover letter, (2) Form of Bid, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Bid Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Bid Documents.
6. Each copy of the Bid Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Bid Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Bid Documents to constitute a proper and responsible completed Bid Document package.
8. Any ambiguity in the Bid Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF BID DOCUMENTS

1. All copies of the Bid Documents and any other documents required to be submitted with the Bid Documents will be enclosed in a sealed envelope. The envelope will be addressed to the

Worcester County Commissioners and will be identified with the project name: **BATTING CAGE** and the Vendor's name and address. If the Bid Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED BID DOCUMENTS ENCLOSED" on the face thereof.

2. Bids must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced bid deadline. *Bids received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Bids are due and will be opened at the time listed on the front of this Bid Document.**
4. If you are delivering a bid in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the bid is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the bid.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bid Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Bid Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Bid Documents will be valid for a minimum of sixty days from the date of Bid Document opening.
10. Electronically mailed bids are **not** considered sealed bids and will **not** be accepted.

F. **OPENING OF BIDS**

1. Bid Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Bid Documents will be rejected within sixty days from the date of the Bid Document opening.

G. **ACCEPTANCE OR REJECTION OF BIDS**

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Bid Documents, provided the bid does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Bid Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Bid Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Bid Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Bid Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:
 - a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.

- c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Bid Document conforms in all material respects to the Bid Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Bid Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Bid Document received, to reject a Bid Document not accompanied by required Bid security or other data required by the Bid Documents, and to accept or reject any Bid Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.

All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .

2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the bid being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the bid.
2. Any items, systems or devices supplied in this bid that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the bid form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Bid Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Bid Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or

the Services to be performed, it being understood that the submission of a Bid Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this bid solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF BID**

1. Bid Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Bid Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Bid Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release bid submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Bid Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Bid Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Bid Document. Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so

will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF BID

1. A Bid Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Bid Documents, and each Vendor so agrees in submitting Bid Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Bid is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Bid Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Bid Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Bid Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their bid.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Bid Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Bid Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Bid Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Bid Documents, and will become part of the Contract and will be acknowledged in the Bid Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Bid Document as submitted.
4. Vendors are cautioned to refrain from including in their Bid Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Bid Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.

2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the bid unless otherwise stated in the specifications or bid form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of bid award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. BID EVALUATION

1. Bid tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the bid tabulation for the bid you are interested in. Bid tabulations will be posted as soon as reasonably possible after the Bid opening.

END OF SECTION

SECTION III: BID SPECIFICATIONS

A. SCOPE

1. The County is seeking bids from qualified Vendors to provide and install a hands-free batting cage system at our Recreation and Parks facility in accordance with the terms and conditions and specifications set forth in this solicitation.

B. CONTRACT PRICING

1. Pricing must include all labor, materials, tools, and equipment to perform Work.
2. Pricing will not change during the Contract Period.

C. SUMMARY

1. Provide and install a hands-free batting cage system.
2. Size:
 - a. 70ft long by 14ft wide by 16-18ft tall
3. Needs to be hands-free and have a divider to be in place in the middle allowing for two hitters going in opposite directions.
4. Installation must be included.
5. Must include #60-gauge nylon netting with a safety lock device to prevent the system from falling.

D. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

E. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.

F. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

G. AWARD

1. The County intends to award to the lowest Responsive and Responsible Vendor meeting the specifications.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF BID

To whom it may concern:

We hereby submit our Bid Documents for “HANDS-FREE BATTING CAGE” as indicated in the Bid Documents. Having carefully examined the Bid Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Bid.

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide labor, materials and equipment for a hands-free batting cage system as stated in the Bid Specifications.	

Vendor agrees to have the batting cage system delivered and installed within 60 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ Check One.

Is your company currently involved in any active litigation? (Yes)____ (No) _____ Check One.

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ Check One.

The Vendor agrees that their bid will be good for at least sixty days unless otherwise indicated in the bid specifications.

Note: This bid form must be signed by an officer of your company or an authorized agent for this bid to be considered valid by the county.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Bid Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Bid Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax:

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Bid Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Bid Document and of all pertinent circumstances respecting such Bid Documents;
3. Such Bid Document is genuine and is not a collusive or sham Bid Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Bid Document in connection with the Work for which the attached Bid Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Bid Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Bid Document price or the Bid Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Bid Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

- the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
- a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
- a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request to Bid – Board of Zoning Appeals Legal Services

Attached for your review and approval are proposal documents for contracting with an attorney and/or law firm to provide legal services to the Board of Zoning Appeals. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit proposals for these services.

Funding in the amount of \$25,000 for these services was approved in the current FY23 operating budget in account 100.1008.6510.010 Legal Services – Board/Commission Attorney.

Should you have any questions, please feel free to contact me.

**Worcester County Administration
1 West Market Street, Room 1103
Snow Hill, Maryland 21863**



REQUEST FOR PROPOSAL

PROJECT: Board of Zoning Appeals Legal Services

DEPARTMENT: Administration

VENDOR:

NAME: _____

ADDRESS: _____

PROPOSAL OPENING:

DATE: Wednesday, April 12, 2023

TIME: 2:30 PM

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EXHIBIT A22

SECTION I: INTRODUCTION**A. PURPOSE**

1. The purpose of this Request for Proposal Document is for Worcester County (“County”) to engage an attorney for the Board of (Zoning) Appeals (“Board”) in conformity with the requirements contained herein (“Proposal Document(s”).

B. CLARIFICATION OF TERMS

1. Firms or individuals that submit a proposal for award of a contract (“Contract”) are referred to as vendors (“Vendors”) in this document. The Vendor that is awarded the Contract is herein referred to as the (“Successful Vendor”).

C. QUESTIONS AND INQUIRES

1. Questions must be addressed in writing to the Worcester County Procurement Officer at nrice@co.worcester.md.us.
2. The last date to submit questions for clarification will be **noon on Tuesday, April 4, 2023**.
3. Addenda are posted on the County website at <https://www.co.worcester.md.us/> under County Info: Bid Board: at <https://www.co.worcester.md.us/commissioners/bids> at least five calendar days before proposal opening.
4. It is the Vendors responsibly to make sure all addenda are acknowledged in their proposal. Failure to do so could result in the proposal being disqualified.

D. FILLING OUT PROPOSAL DOCUMENTS

1. Use only forms supplied by the County.
2. One unbound original and five bound copies of the proposal form and any required attachments must be submitted in the solicitation and can be submitted in the same envelope unless otherwise instructed.
3. Proposal Documents should be complied as follows: (1) Cover letter, (2) Form of Proposal, (3) References, (4) Exceptions Document and Signed addenda, if necessary (5) Individual Principal Document, (6) Vendor’s Affidavit of Qualification to Bid, and (7) Non-Collusive Affidavit
4. Where so indicated by the make-up of the Proposal Documents, sums will be expressed in both words and figures, and in the case of a discrepancy between the two, the amount written in words will govern. In the event there is a discrepancy between the unit price and the extended totals, the unit prices will govern.
5. Any interlineation, alteration, or erasure will be initialed by the signer of the Proposal Documents.
6. Each copy of the Proposal Documents will be signed by the person(s) legally authorized to bind the Vendor to a contract, using the legal name of the signer. Proposal Documents submitted by an agent will have a current Power of Attorney attached certifying the agent’s authority to bind the Vendor.
7. Vendor will supply all information and submittals required by the Proposal Documents to constitute a proper and responsible completed Proposal Document package.
8. Any ambiguity in the Proposal Documents as a result of omission, error, lack of clarity or non-compliance by the Vendor with specifications, instructions, and/or all conditions of bidding will be construed in the light most favorable to the County.

E. SUBMISSION OF PROPOSAL DOCUMENTS

1. All copies of the Proposal Documents and any other documents required to be submitted with the Proposal Documents will be enclosed in a sealed envelope. The envelope will be addressed to the Worcester County Commissioners and will be identified with the project name: **BOARD OF ZONING APPEALS LEGAL SERVICES** and the Vendor's name and address. If the Proposal Documents are sent by mail, the sealed envelope will be enclosed in a separate mailing envelope with the notation "SEALED PROPOSAL DOCUMENTS ENCLOSED" on the face thereof.
2. Proposals must be mailed or hand carried to the **Worcester County Administration Office, 1 West Market Street, Room 1103, Snow Hill, MD 21863**, in order to be received **prior** to the announced proposal deadline. *Proposals received after said time or delivered to the wrong location will be returned to the Vendor unopened.*
3. **Proposals are due and will be opened at the time listed on the front of this Proposal Document.**
4. If you are delivering a proposal in person please keep in mind to allow time to get through security and into the Administration Office. It is fully the responsibility of the Vendor to ensure that the proposal is received on time.
5. The County will not speculate as to reasonableness of the postmark, nor comment on the apparent failure of a public carrier to have made prompt delivery of the proposal.
6. Vendors, or their authorized agents, are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Proposal Documents; failure to do so will be at the Vendor's own risk.
7. A fully executed Affidavit of Qualification to Bid will be attached to each Proposal Document.
8. Minority vendors are encouraged to participate.
9. All Vendor submitted Proposal Documents will be valid for a minimum of sixty days from the date of Proposal Document opening.
10. Electronically mailed proposals are **not** considered sealed proposals and will **not** be accepted.

F. OPENING OF PROPOSALS

1. Proposal Documents received on time will be opened publicly and Vendor's names and total costs will be read aloud for the record.
2. The Contract will be awarded or all Proposal Documents will be rejected within sixty days from the date of the Proposal Document opening.

G. ACCEPTANCE OR REJECTION OF PROPOSALS

1. Unless otherwise specified, the Contract will be awarded to the most responsible and responsive Vendor complying with the provisions of the Proposal Documents, provided the proposal does not exceed the funds available, and it is in the best interest of the County to accept it. The County reserves the right to reject the Proposal Documents of any Vendor who has previously failed to perform properly in any way or complete on time contracts of a similar nature; or a Proposal Document from a Vendor who, investigation shows, is not in a position to perform the Contract; or Proposal Documents from any person, firm, or corporation which is in arrears or in default to the County for any debt or contract.
2. Completed Proposal Documents from Vendors debarred from doing business with the State of Maryland or the Federal Government will not be accepted.
3. In determining a Vendor's responsibility, the County may consider the following qualifications, in addition to price:

- a. Ability, capacity, and skill to provide the commodities or services required within the specified time, including future maintenance and service, and including current financial statement or other evidence of pecuniary resources and necessary facilities.
 - b. Character, integrity, reputation, experience and efficiency.
 - c. Quality of past performance on previous or existing contracts, including a list of current and past contracts and other evidence of performance ability.
 - d. Previous and existing compliance with laws and ordinances relating to contracts with the County and to the Vendor's employment practices.
 - e. Evidence of adequate insurance to comply with Contract terms and conditions.
 - f. Statement of current work load and capacity to perform/provide the Goods and/or Services.
 - g. Explanation of methods to be used in fulfilling the Contract.
 - h. The Vendor, if requested, will be prepared to supply evidence of its qualifications, listed above, and its capacity to provide/perform the Goods and/or Services; such evidence to be supplied within a specified time and to the satisfaction of the County.
4. In determining a Vendor's responsiveness, the County will consider whether the Proposal Document conforms in all material respects to the Proposal Documents. The County reserves the right to waive any irregularities that may be in its best interest to do so.
 5. The County will have the right to reject any and all Proposal Documents, where applicable to accept in whole or in part, to add or delete quantities, to waive any informalities or irregularities in the Proposal Document received, to reject a Proposal Document not accompanied by required Bid security or other data required by the Proposal Documents, and to accept or reject any Proposal Document which deviates from specifications when in the best interest of the County. Irrespective of any of the foregoing, the County will have the right to award the Contract in its own best interests.

H. QUALIFICATIONS

1. The Vendor must be in compliance with the laws regarding conducting business in the State of Maryland.
All Vendors shall provide a copy Certificate of Status from the Maryland Department of Assessments and Taxation, evidencing the Vendor is in good standing with the State of Maryland. See https://sdatcert1.resiusa.org/certificate_net/ for information on obtaining the Certificate of Status. *Certificates of status are not available for trade names, name reservations, government agencies, sole proprietorships, and some other accounts as these are not legal entities and thus are not required for these categories of Vendors.* For more information on the Certificate of Status please see <http://www.dat.state.md.us/sdatweb/COSinfo.html> .
2. Worcester County reserves the right, at its sole discretion, to extend the date this documentation must be provided. The Vendor's inability to provide this documentation could result in the proposal being rejected.

I. DESCRIPTIVE LITERATURE

1. The proposed descriptive literature fully describing the product bid is what is intended to be included as the price. Failure to do so may be cause for rejection of the proposal.
2. Any items, systems or devices supplied in this proposal that are proprietary in nature relative to maintenance, repair, servicing or updating must be disclosed on the proposal form.

J. NOTICE TO VENDORS

1. Before a Vendor submits the Proposal Documents it will need to become fully informed as to the extent and character of the Goods and/or Services required and are expected to completely familiarize themselves with the requirements of this Proposal Document's specifications. Failure to do so will not relieve the Vendor of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or the Services to be performed, it being understood that the submission of a Proposal Document is an agreement with all of the items and conditions referred to herein.

K. PIGGYBACKING

1. Worcester County may authorize, upon request, any governmental entity (hereafter Authorized User) within the County to purchase items under the contract awarded pursuant to this proposal solicitation.
2. All purchase orders issued against the contract by an authorized User shall be honored by the Successful Vendor in accordance with all terms and conditions of this contract.
3. The issuance of a purchase order by an Authorized User pursuant to this provision shall constitute an express assumption of all contractual obligations, covenants, conditions and terms of the contract. A breach of the contract by any particular Authorized User shall neither constitute nor be deemed a breach of the contract as a whole which shall remain in full force and effect, and shall not affect the validity of the contract nor the obligations of the Successful Vendor thereunder respecting the County.
4. The County specifically and expressly disclaims any and all liability for any breach by an Authorized User other than the County and each such Authorized User and Successful Vendor guarantee to save the County, its officers, agents and employees harmless from any liability that may be or is imposed by the Authorized User's failure to perform in accordance with its obligations under the contract.

END OF SECTION

SECTION II: GENERAL INFORMATION**A. ECONOMY OF PROPOSAL**

1. Proposal Documents will be prepared simply and economically, providing straightforward and concise description of the Vendor's capabilities to satisfy the requirements of the Proposal Documents. Emphasis should be on completeness and clarity of content. Elaborate brochures and other representations beyond that sufficient to present a complete and effective Proposal Document are neither required nor desired.

B. PUBLIC INFORMATION ACT (PIA)

1. Worcester County is subject to the Maryland Public Information Act and may be required to release proposal submissions in accordance with the Act.
2. Any materials the Vendor deems to be proprietary or copyrighted must be marked as such; however, the material may still be subject to analysis under the Maryland Public Information Act.
 - a. The Vendor may invoke proprietary information or trade secret protection for submission of any data/material by (1) identifying the data/material in a written description, (2) clearly marking the data/material as proprietary, and (3) providing a written statement detailing the reasons why protection is necessary. The County reserves the right to ask for additional clarification prior to establishing protection.

C. CONTRACT AWARD

1. A written award by the County to the Successful Vendor in the form of a Purchase Order or other contract document will result in a binding Contract without further action by either party. If the Successful Vendor fails or refuses to sign and deliver the Contract and the required insurance documentation, the County will have the right to award to the next responsible and responsive Vendor. Contract will be executed by the Successful Vendor within fourteen calendar days of receipt of the Contract.
2. Proposal Documents and Contracts issued by the County will bind the Vendor to applicable conditions and requirements herein set forth, unless otherwise specified in the Proposal Documents, and are subject to all federal, state, and municipal laws, rules, regulations, and limitations.
3. County personal property taxes ("Taxes") must be on a current basis; if any such Taxes are delinquent, they must be paid before award of Contract. Failure to pay will result in the award of Contract to another Vendor.
4. The County reserves the right to engage in individual discussions and interviews with those Vendors deemed fully qualified, responsible, suitable and professionally competent to provide the required Goods and/or Services should the project size warrant it. Vendors will be encouraged to elaborate on their qualifications, performance data, and staff expertise.

D. AUDIT

1. The Successful Vendor agrees to retain all books, records, and other documents relative to the awarded Contract for five years after final payment, or until audited. The County, its authorized agents, and/or State auditors will have full access to and the right to examine any of said materials during said period.

E. NONPERFORMANCE

1. The County reserves the right to inspect all operations and to withhold payment for any goods not performed or not performed in accordance with the specifications in this Proposal Document.

Errors, omissions or mistakes in performance will be corrected at no cost to the County. Failure to do so will be cause for withholding of payment for that Goods and/or Services. In addition, if deficiencies are not corrected in a timely manner, the County may characterize the Successful Vendor as uncooperative, which may jeopardize future project order solicitations.

F. MODIFICATION OR WITHDRAWAL OF PROPOSAL

1. A Proposal Document may not be modified, withdrawn, or cancelled by the Vendor during the stipulated time period following the time and date designated for the receipt of Proposal Documents, and each Vendor so agrees in submitting Proposal Documents.

G. DEFAULT

1. The Contract may be cancelled or annulled by the County in whole or in part by written notice of default to the Successful Vendor upon non-performance, violation of Contract terms, delivery failure, bankruptcy or insolvency, any violation of state or local laws, or the making of an assignment for the benefit of creditors. An award may then be made to the next most highly rated Vendor, or when time is of the essence, similar commodities and/or service may be purchased on the open market. In either event, the defaulting Vendor (or his surety) will be liable to the County for cost to the County in excess of the defaulted Contract price.
2. If a representative or warranty of either Party to the Contract is false or misleading in any material respect, or if either Party breaches a material provision of the Contract (“Cause”), the non-breaching Party will give the other Party written notice of such cause. If such Cause is not remedied within fifteen calendar days (“Cure Period”) after receipt of such notice, (unless, with respect to those Causes which cannot be reasonably corrected or remedied within the Cure Period, the breaching Party will have commenced to correct or remedy the same within such Cure Period and thereafter will proceed with all due diligence to correct or remedy the same), the Party giving notice will have the right to terminate this Contract upon the expiration of the Cure Period.

H. COLLUSION/FINANCIAL BENEFIT

1. The Vendor certifies that his/her Proposal is made without any previous understanding, agreement, or connection with any person, firm, or corporation making a Proposal Document for the same project; without prior knowledge of competitive prices; and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.
2. Upon signing the Proposal Document, Vendor certifies that no member of the governing body of the County, or members of his/her immediate family, including spouse, parents or children, or any other officer or employee of the County, or any member or employee of a Commission, Board, or Corporation controlled or appointed by the County Commissioners has received or has been promised, directly or indirectly, any financial benefit, related to this Proposal Document and subsequent Contract.

I. TAX EXEMPTION

1. In buying products directly from a Vendor, Worcester County is exempt from being *directly* charged Federal excise and Maryland sales tax. A copy of an exemption certificate shall be furnished upon request.
2. According to the Office of the Comptroller of Maryland, a *Contractor is responsible for paying sales tax* on his/her purchases relating to any projects or services and should incorporate it into their proposal.
3. Successful Vendors **cannot** use the County tax exemption to buy materials or products used on County projects.

J. **CONTRACT CHANGES**

1. No claims may be made by anyone that the scope of the project or that the Vendor's Goods and/or Services have been changed (requiring changes to the amount of compensation to the Vendor or other adjustments to the Contract) unless such changes or adjustments have been made by an approved written amendment (Change Order) to the Contract signed by the Chief Administrative Officer (and the County Commissioners, if required), prior to additional Goods and/or Services being initiated. Extra Goods and/or Services performed without prior, approved, written authority will be considered as unauthorized and at the expense of the Vendor. Payment will not be made by the County.
2. No oral conversations, agreements, discussions, or suggestions, which involve changes to the scope of the Contract, made by anyone including any County employee, will be honored or valid. No written agreements or changes to the scope of the Contract made by anyone other than the Procurement Officer (with the Chief Administrative Officer and/or County Commissioners approval, if required) will be honored or valid.
3. If any Change Order in the Goods and/or Services results in a reduction in the Goods and/or Services, the Vendor will neither have, nor assert any claim for, nor be entitled to any additional compensation for damages or for loss of anticipated profits on Goods and/or Services that are eliminated.

K. **ADDENDUM**

1. No oral statements of any person will modify or otherwise affect or interpret the meaning of the Contract specifications, or the terms, conditions, or other portions of the Contract. All modifications and every request for any interpretation must be addressed to Worcester County's Procurement Officer and to be given consideration, must be received no later than the last day for questions listed in Section I, Subsection C.2.
2. Any and all interpretations, corrections, revisions, and amendments will be issued by the Procurement Officer to all holders of Proposal Documents in the form of written addenda. Vendors are cautioned that any oral statements made by any County employee that materially change any portion of the Proposal Documents cannot be relied upon unless subsequently ratified by a formal written amendment to the Proposal Document.
3. All addenda will be issued so as to be received at least five days prior to the time set for receipt of Proposal Documents, and will become part of the Contract and will be acknowledged in the Proposal Document form. Failure of any Vendor to receive any such addenda will not relieve said Vendor from any obligation under the Proposal Document as submitted.
4. Vendors are cautioned to refrain from including in their Proposal Document any substitutions which are not confirmed by written addenda. To find out whether the County intends to issue an amendment reflecting an oral statement made by any employee, contact Worcester County's Procurement Officer during normal business hours.
5. The Worcester County Procurement Officer reserves the right to postpone the Proposal Document opening for any major changes occurring in the five-day interim which would otherwise necessitate an Addendum.

L. **EXCEPTIONS/ SUBSTITUTIONS**

1. Any exceptions or substitutions to the specifications requested should be marked on the proposal form and listed on a separate sheet of paper attached to the proposal.

2. An exception to the specifications may disqualify the proposal. The County will determine if the exception is an essential deviation or a minor item.
3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

1. In all specifications where a material or article is defined by describing a proprietary product or by using the name of a Vendor or manufacturer, it can be assumed that an approved equal can be substituted.
2. The use of a named product is an attempt to set a particular standard of quality and type that is familiar to the County. Such references are not intended to be restrictive.
3. However, the County shall decide if a product does in fact meet or exceed the quality of the specifications listed in the solicitation. It shall be the responsibility of the Vendor that claims his product is an equal to provide documentation to support such a claim.

N. DELIVERY

1. All items shall be delivered F.O.B. destination and delivery costs and charges included in the proposal unless otherwise stated in the specifications or proposal form.

O. INSURANCE

1. If required by the General Conditions or Terms and Conditions, the Successful Vendor shall provide the County with Certificates of Insurance within ten calendar days of proposal award notification evidencing the required coverage.
2. Successful Vendor must provide Certificates of Insurance before commencing work in connection with the Contract.

P. PROPOSAL EVALUATION

1. Proposal tabulations will be posted on the County website at <https://www.co.worcester.md.us/commissioners/bids>. Click on the Expired Bids & Results tab and find the proposal tabulation for the proposal you are interested in. Proposal tabulations will be posted as soon as reasonably possible after the Proposal opening.

END OF SECTION

SECTION III: PROPOSAL SPECIFICATIONS

A. SCOPE

1. The County is seeking proposals from qualified attorneys and law firms to provide legal services to the Board of Zoning Appeals in accordance with the terms and conditions and specifications set forth in this solicitation.

B. APPOINTMENT OF BOARD OF APPEALS ATTORNEY

1. A Board of Appeals Attorney (“Attorney”) shall be appointed by a majority vote of the Commissioners, shall serve at the will of the Commissioners, and may be terminated at any time, for any reason, upon a vote of the majority of the Commissioners.
2. The Attorney shall be admitted to practice law in the in the State of Maryland. The Attorney shall receive such compensation as agreed upon and determined by the Commissioners.

C. DUTIES OF THE BOARD OF APPEALS ATTORNEY (SCOPE OF SERVICES)

1. The duties of the Board of Appeals Attorney are as follows:
 - a. Reviewing and aiding in the preparation of legal documents including, without limitation, project information such as staff reports, site plans, and supplemental materials and consulting with County staff as necessary;
 - b. Attending regular, special, and continued sessions of the Board;
 - c. Conducting legal research and rendering legal opinions and assistance to the Board;
 - d. Assisting the Board in the conduct of hearings and appeals before the Board;
 - e. Representing the Board in litigation; and
 - f. Assisting the Board in any other manner necessary to carry out the Board’s responsibilities under Section 4-301 et seq. of the Land Use Article of the Annotated Code of Maryland and the Zoning and Subdivision Control Article and related provisions of the Worcester County Code.

D. CONFLICTS OF INTEREST

1. The Respondent shall not have conflicts of interest with the County or Board and shall address and resolve any matters constituting a conflict in advance of appointment.
 - a. Such conflicts and potential conflicts shall be disclosed as part of the proposal.

E. CONTENTS OF PROPOSAL

1. Each response to this RFP (hereinafter sometimes referred to as “Proposal”) must contain the following information:
 - a. Contact Information: Provide the name and address of the Respondent and, if associated with a law firm, the name of the firm; the name, telephone number, fax number, and e-mail address of the individual responsible for the preparation of the Proposal, and the principal professional to be assigned to the Board (hereinafter “Principal”) along with a description of the Principal’s relevant professional experience, years and type of experience, and number of years with the Respondent.
 - b. The Proposal should include a staffing plan listing those persons who will be assigned to the engagement and a Rate Schedule for such personnel including Principal, associates, and paralegals, detailing personnel classifications, rates per hour, direct expenses such as auto travel, copies, etc., and any other costs that may be applicable to the preparation of all personnel both prior to and following all hearings.

- c. An executive summary of not more than one (1) page, identifying and substantiating why the Respondent is best-qualified to provide the requested services.
- d. A description of the Respondent's experience in performing services of the type described in this RFP. The respondent should have extensive experience in governmental and zoning matters in the State of Maryland. Provide specific examples of work within the Scope of Services.
- e. The location of Respondent's office (if other than the Respondent's main office) at which the respondent proposes to perform services required under this RFP. Describe Respondent's presence in Maryland and any familiarity that Respondent has with Worcester County.
- f. References, including governmental clients, current clients for whom services have been provided for a least three (3) years, and clients for whom services have been provided within the past seven (7) years. Provide the contact names, titles, and phone numbers.
- g. If the Respondent or, if Respondent is other than a sole practitioner, any principal of Respondent's law firm, or any attorney in Respondent's law firm who may provide services under Respondent's proposal, has been named as a defendant in any litigation and/or has been subject to any professional disciplinary action, the Respondent must provide a description of the litigation and/or disciplinary action.
- h. A description of any ongoing investigations and/or litigation (directly a party to) matters involving the Respondent, its directors, officers and principals and any individuals employed by the respondent that relate to the performance of the Respondent in the areas of governmental and zoning law.
- i. State whether Respondent has any actual or potential conflicts of interest with Worcester County and/or its Board of Appeals. The response must include a disclosure of Respondent's clients who have had dealings with Worcester County, including all of its boards and commissions, for the past five years. Explain how Respondent would respond if faced with conflicts of interest going forward. Also, set out any allowance in the proposed contract price that Worcester County would receive if Worcester County were required to retain other legal counsel because of a conflict of interest with Respondent.
- j. A detailed explanation of the method of charging for professional and administrative services including, without limitation: the billable rates for all personnel of Respondent who may provide services to the Board (do not list a range of rates); a description of multipliers, overhead charges, and other applicable fee information; a description of minimum billings; hourly or per meeting rates associated with attending evening sessions of the Board as requested.

F. RETURN OF BOARD FILES

- 1. At termination of the employment of the successful Respondent, he/she shall promptly return to the Board files in his/her possession complete with all documents, memorandums, legal research notes, correspondence, and all other material contained therein, including but not limited to electronic data, at no cost to the Worcester County or the Board.

G. GENERAL REQUIREMENTS

1. The Successful Vendor must be licensed to perform Work in the state of Maryland.

H. PAYMENT

1. The County will make payment(s) to the Successful Vendor within thirty calendar days from the receipt of a proper invoice for approved and accepted work performed.
2. Unless otherwise noted, **all additional charges shall be included in the price quoted.**
 - a. This includes delivery, shipping, and any other materials (proofs, paper, etc.) needed to successfully complete the project according to the terms described.
 - b. The County will not be responsible for any costs incurred by any vendor in preparing and submitting a proposal.
3. Successful Vendor agrees to complete any necessary vendor paperwork as required by the County.

I. QUESTIONS

1. The last day for questions is listed under Section I, Subsection C.2.

J. AWARD

1. The County intends to award to the Vendor whose Completed Proposal Documents represents the best value to the County.

END OF SECTION

SECTION V: EVALUATION AND SELECTION PROCESS

A. EVALUATION

1. All Vendors are advised that in the event of a receipt of adequate number of Proposal Documents which, in the opinion of the County, require no clarification and/or supplementary information, such Proposal Documents may be evaluated without discussion. Hence, Proposal Documents should be initially submitted on the most complete and favorable terms which Vendors are capable of offering the County. Proposal Documents will be evaluated using the following criteria:

Weighting Factor	Criterion
30%	Experience, ability and resources of the attorney(s) listed in the Offeror’s proposal. (Qualifications)
20%	Vendor’s organizational capacity to meet the demands of the RFP specifications
25%	Hourly Rate Fee Schedule.
20%	Experience providing similar representation and services, with emphasis on services provided to governmental bodies or specifically, county governments.
5%	Quality and completeness of proposal.

2. Each Vendor will be rated for each criterion on a scale of zero to four as described below.

Unacceptable	0
Poor	1
Fair	2
Good	3
Superior	4

- a. A Vendor’s final grade will be the sum of each criterion’s rating multiplied by the weighting factor listed above.
3. After identifying the short list of the most qualified Vendor(s) based on the evaluation criteria, representative(s) may be required to clarify their Proposals by making individual presentations to the evaluation committee.
4. The County may enter into negotiations with Vendors and invite best and final offers as deemed to be in the best interest of the County. Negotiations may be in the form of face-to-face, telephone, facsimile, e-mail or written communications, or any combination thereof, at the County’s sole discretion.
5. Vendors are strongly advised not to prepare their Proposal submissions based on any assumption or understanding that negotiations will take place. Vendors are advised to respond to this Request for Proposals fully and with forth-rightness at the time of Proposal submission.
6. Vendors are strongly cautioned not to contact elected officials or members of the evaluation committee. All questions and comments should be directed through the Purchasing Department. Inappropriate efforts to lobby or influence individuals involved in this selection may result in dismissal from further consideration, at the County’s sole discretion.

END OF SECTION

THIS AND PREVIOUS SECTIONS, OTHER THAN THE COVER PAGE, DO NOT NEED TO BE RETURNED WITH SUBMITTAL

FORM OF PROPOSAL

To whom it may concern:

We hereby submit our Proposal Documents for "BOARD OF ZONING APPEALS LEGAL SERVICES" as indicated in the Proposal Documents. Having carefully examined the Proposal Documents and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our Vendor for award of the referenced Proposal.

We now propose to furnish the required services as called for by the said documents at the following hourly rates:

Proposer Attorney/Firm: _____
Name Printed

Hourly Rate: \$_____/per hour

Hourly Rate of other Firm lawyers and staff:

All attorneys: \$_____/per hour

All secretarial staff Included in attorney rate

Paralegal (for legal matters which can be appropriately handled by a paralegal) \$_____/per hour

OPTIONAL:
FIXED MONTHLY RETAINER FEE \$_____/month

OTHER FEES:

- Photocopies \$_____/per copy
- Mileage Federal mileage rates
- Long Distance Calls Actual charge
- Court Costs Actual charge
- Filing Costs Actual charge
- Other Attach listing, if any

The Vendor agrees that the proposal will be good for at least sixty (60) days unless otherwise indicated in the proposal specifications.

Have you included your certificate of good standing with the State of Maryland? (See Section I, Subsection H.1 for more information.) (Yes)____ (No) _____ CHECK One.

ITEM 9

Is your company currently involved in any mergers or acquisitions? (Yes)____ (No) _____ CHECK One.

Has your organization compiled your Completed Proposal Document as per Section I, subsection D.3 and in accordance with the Proposal Specifications Section of this Proposal Document?
(Yes)____ (No) _____ CHECK One

NOTE: THIS PROPOSAL FORM MUST BE SIGNED BY AN OFFICER OF YOUR COMPANY OR AN AUTHORIZED AGENT FOR THIS PROPOSAL TO BE CONSIDERED VALID BY THE COUNTY.

Sign for Identification

Printed Name

Title

Email

REFERENCES

List three references for which the Vendor has provided Goods/Services similar to those requested in the Proposal Document within the last 12-36 months. Include contact name, address, telephone number, email address and services provided.

Company Name:		Company Name:	
Type of Project:		Type of Project:	
Address:		Address:	
Town, State, Zip Code:		Town, State, Zip Code:	
Contact Person:		Contact Person:	
Telephone Number:		Telephone Number:	
Email:		Email:	
Date of Service:		Date of Service:	
Company Name:			
Type of Project:			
Address:			
Town, State, Zip Code:			
Contact Person:			
Telephone Number:			
Email:			
Date of Service:			

Sign for Identification

Printed Name

EXCEPTIONS

The undersigned hereby certifies that, except as listed below, or on separate sheets attached hereto, the enclosed Completed Proposal Document covers all items as specified.

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

- Worcester County's Website
- eMaryland Marketplace Advantage (eMMA)
- Newspaper Advertisement
- Direct email
- Other _____

The vendor hereby acknowledges receipt of the following addenda.

<u>Number</u>	<u>Date</u>	<u>Initials</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax:

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

I, _____ am the _____
(Printed Name) (title)
and the duly authorized representative of the Vendor of
_____ whose address is
(name of corporation)

_____ and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

Except as described in paragraph 3 below, neither I nor the above Vendor, nor to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute, bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in paragraph 2 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Vendor that has submitted the attached Proposal Documents;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Vendor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Vendor, firm, or person to submit a collusive or sham Proposal Document in connection with the Work for which the attached Proposal Document has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Vendor, firm, or person to fix the price or prices in the attached Proposal Document or of any other Vendor, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Work;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Vendor or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A**WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS**

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Exclusive Jurisdiction.** All legal proceedings related to this Contract must be exclusively filed, tried, and maintained in either the District Court of Maryland for Worcester County, Maryland or the Circuit Court of Worcester County, Maryland. The parties expressly waive any right to remove the matter to any other state or federal venue and waive any right to a jury trial.
7. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
8. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
9. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.

10. Independent Contractor.

- a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the quality of the work, the County will not control the means or manner of the Contractor’s performance.
- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers’ compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

11. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”. A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as “ADDITIONAL INSURED”.
- c. Contractor must provide the County with a certification of Workers’ Compensation Insurance, with employer’s liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days’ notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

12. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

13. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.
- c. The Contractor must indemnify the County from all claims of infringement related to

the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.

14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
16. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
17. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.
18. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
19. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.

20. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
21. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
22. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
23. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
24. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
25. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 13, 2023
SUBJECT: Design of Mystic Harbor to Riddle Farm Water Service Interconnection

Attached for Commissioner review and approval is a proposal from JW Salm Engineering to design and permit a water service interconnection between the Mystic Harbour district and the Riddle Farm district. Interconnections are necessary tools to provide redundancy and back up during emergencies and planned preventative maintenance activities. The lump sum cost for the design and permitting is \$53,625.00 and funds are available in the Tri-County Economic Development Grant account number 100.1801.6160.151. This project was specifically included in the grant application to Tri County Council and is at no cost to the County.

The Mystic Harbour and Riddle Farm water systems are separated by approximately 0.7 miles at their closest point. The connection will allow the water treatment plant (WTP) and tower in Mystic Harbour to serve the Riddle Farm area and the Riddle WTP and tower to serve Mystic Harbour. In addition, this connection will be the last missing segment joining the water systems north of US 50 (Ocean Pines & Riddle Farm) with those on the MD 611 corridor (Mystic Harbour, Landings, Assateague Pointe). Interconnected water systems benefit from improved water quality, customer service, reliability, and enhanced fire flow. Interconnections are recommended by US EPA and the Maryland Department of the Environment.

Please let me know if there are any questions.

CC: Chris Clasing
 Tony Fascelli
 Bob Mitchell

9842 Main Street, Suite 3
P.O. Box 397
Berlin, MD 21811

phone: 410.641.0126
e-mail: comments@jwse.com

March 6, 2023

Dallas Baker, P.E.
Director
Worcester County DPW
1000 Shore Lane, Ocean Pines, MD 21811
Email: dbaker@co.worcester.md.us

Re: Revised, Watermain Engineering Design & Permitting Services – Riddle Farm/Mystic Harbor Service Area Interconnection, Berlin, Worcester County, Maryland

Dear Mr. Baker:

Thank you for taking the time to discuss with me this upcoming engineering design project for the County. J. W. Salm Engineering, Inc. (*JWSE*) is pleased to provide this work plan for engineering services consisting of the design and permitting of a permanent water main interconnection from the Riddle Farm service area to the Mystic Harbor service area. This will require a sub-aqueous drilled connection under Herring Creek alongside the South side of U.S. Route 50 and then an extension to the Jerry Mack Road intersection with another directional drill, North to Maid at Arms Lane. This work plan includes the following three engineering tasks.

Task 1: Base Survey & Preliminary Engineering Design

This task will consist of performing a field survey along the existing water main located on Tax Map 26, Parcel 148 and then directional-drilled under Herring Creek to property at Tax Map 26, Parcel 137. From this point, the water main will be extended to the West on the South side of Route U.S. 50 as described above. This task includes providing a base survey of the route and a preliminary watermain alignment for your review. This work shall be suitable for submittal to your office for review. The budget estimate for this is \$20,850. This task is estimated to take approximately one month to complete.

Task 2: Environmental Permitting

JWSE, through use of a qualified sub consultant, shall perform field delineation of tidal and non-tidal wetlands. These will be used to prepare a wetland impact permit application for the sub-aqueous drilled crossing. This work shall be suitable for submittal to the Corp of Engineers (COE), the Board of Public Works and MDE. *JWSE* will prepare the required permit application forms for your review and signature. The budget estimate for this Task is \$7,475. This task is estimated to take approximately two months.

Task 3: Final Engineering Design

JWSE will prepare final design drawings for the watermain construction. The budget estimate for this Task is \$25,300. This task is estimated to take approximately two months.

JWSE will perform all Engineering Tasks on a Time and Expenses basis, in accordance with the attached Standard Provisions. The estimated budget amount for these tasks is as follows:

Task 1: Base Survey & Preliminary Engineering Design	: \$ 20,850
Task 2: Environmental Permitting	: \$ 7,475
Task 3: Final Engineering Design	: \$ 25,300
	<hr/>
	Total: \$ 53,625

These estimates are provided in good faith; however, any adjustment in the scope of work during design may affect these estimates. Plan printing will be provided on an as-needed basis; no budget estimate is included for plan printing. The estimates do not include any regulatory review fees. *JWSE's* scope of work does not include: sub-surface exploration or soils evaluation or testing. Neither post design and/or engineering services during construction nor survey stakeout are included in the scope of work. No work involving critical areas, forestry, zoning or other planning services is included as it is not likely that these will be required for your design.

JWSE will begin work upon written authorization from you. Please feel free to contact *JWSE* should you have any questions or comments.

Very truly yours,

J. W. SALM ENGINEERING, INC.

By: *John W. Salm, III*

John W. Salm, III, P.E.
President

Attachments: Standard Provisions (November 2021)

STANDARD PROVISIONS

GENERAL: The letter Proposal from J.W. Salm Engineering, Inc. (*JWSE*), outlining the scope of work, fees and times for completion, together with the terms and conditions contained herein, shall constitute the Agreement for services to be rendered. These Standard Provisions are fully binding upon Clients accepting proposals just as if they were fully set forth in such Proposals. However, in the event that terms and conditions set forth in the Proposal contradict terms set forth here, the Proposal shall govern. Upon acceptance by the Client, the Proposal and these Standard Provisions shall constitute the entire Agreement between the parties. No service outside the scope of this Agreement shall be performed without notification to the Client. Should there be any future revisions, dictated by changes in the governing authorities requirements or changes of scope of the project made by the Client, fees shall be adjusted accordingly. Fees shall be in accordance with the "Fees for Professional Services" prevailing at the time the work is performed. Although it is the policy of *JWSE* to complete all professional services in a timely manner, there is no guarantee expressed or implied as to when work will be completed or when work will be reviewed or approved by the applicable governing agencies. Each party reserves the right to terminate this Agreement at any time upon written notification. In such event, the Client shall pay for all work performed to date. The Client shall pay the costs of all fees, permits, bond premiums, and other charges not expressly covered by the terms of this Agreement.

SCOPE : *JWSE* shall only be obligated to perform those services expressly described in this Agreement or those services necessarily implied by the work undertaken by *JWSE* pursuant to the Agreement. In no event, unless expressly set forth in the Agreement, shall *JWSE* be obligated:

- a. To furnish or certify as to the correctness of a legal description or title report as to real property which is the subject of, or related to, *JWSE's* services.
- b. To furnish or certify as to the correctness of a topographical survey, as-built survey, land survey, boundary survey, utility survey, street survey, or other survey which reflects real property which is the subject of, or related to, *JWSE's* services
- c. To furnish legal, accounting, insurance, or other consulting services not customarily undertaken by *JWSE*.
- d. To provide professional services pertinent to off-site requirements or considerations.
- e. To locate or verify the location of underground utilities.
- f. To furnish or verify specifications or requirements related to PCB transformer removal or disposal, radon level evaluations, asbestos, or related services.
- g. To assure the Client of favorable results on the submission of zoning, appeal, exception, waiver or any other applications made on behalf of the Client to Local, State or Federal agencies or bodies.
- h. To provide any geotechnical services, including, but not limited to, core borings, probing, subsurface explorations, inspections, testing, the preparation of soils reports, or soils-related design improvements unless specifically included in the Agreement. These services shall be performed by others.
- i. To issue stop work directives to the Client's contractors or subcontractors.

In the event such services or actions are necessary for the performance of *JWSE's* services, they shall be furnished by the Client at the Client's expense. The Client shall also inform *JWSE* of any special criteria or requirements related to *JWSE's* services and shall furnish *JWSE* with all existing information, including reports, plans, drawings, surveys, deeds, and other documents. *JWSE* shall not be responsible for errors or omissions or additional costs arising out of its reliance upon such information or materials furnished by the Client.

FEES FOR PROFESSIONAL SERVICES : The Client agrees to pay *JWSE* for professional services rendered in connection with the scope of services provided in the Proposal. Unless specified as a Lump Sum fee (LS), any cost estimate included in the Proposal is for budgetary purposes only. Payment, if specified as Time and Expense (T&E), shall be based upon actual time and expense charged per the schedule below:

Project Manager/Principal	: \$150-\$200/hr.	Copies:	\$0.20 each letter size
Senior/Project Engineer & Surveyor	: \$100-\$150/hr.	Fax:	\$2.00 / page
Staff Engineer/Survey Crew	: \$65-\$95/hr.	Mileage:	Federal Rate
Designer	: \$55-\$80/hr.	Contract Labor:	Cost plus 15%
Clerical	: \$50-\$70/hr.	Other expenses:	Cost plus 15%

Fees for expert witness testimony and preparation shall be billed at one and one-half times the normal fee for professional services.

INVOICES AND PAYMENTS : Lump Sum services will be invoiced periodically, based on a percentage completion basis. Time and Expense services will be invoiced periodically, based on work completed to date. Payment is due upon receipt of the invoice. A final invoice will be submitted upon the completion of all work and payment is due upon receipt of the invoice. A ONE AND ONE-HALF PERCENT (1-1/2%) PER MONTH SERVICE CHARGE WILL BE ADDED TO ALL ACCOUNTS THAT BECOME DELINQUENT BY THIRTY (30) DAYS OR MORE. *JWSE* reserves the right, at *JWSE's* discretion, to suspend work on any of the Client's projects should the past due balance fall 45 days behind. Client payment of *JWSE* invoices implies that all work has been performed to the Clients satisfaction.

CHOICE OF LAWS: The Contract shall be construed in accordance with the laws in the State of Maryland. The parties shall agree that the venue for all conflicts arising out of this Contract shall be Worcester County, Maryland.

COLLECTION : The continuation of work during payment negotiation in no way forfeits *JWSE's* future rights of collection. In the event that *JWSE* shall be successful in any arbitration or suit for damages for breach of this Agreement, including non-payment of invoices, or the enforcement of this Agreement or to enjoin the other party from violating this Agreement, *JWSE* shall be entitled to recover as part of its damages, its reasonable legal costs, including attorney fees, collection fees, collection agency fees and expenses for bringing and maintaining any such action.

INSURANCE : Insurance Certificates will be furnished upon request. Within the limits of said insurance, *JWSE* agrees to hold the Client harmless from and against loss, damage, injury or liability arising directly from the negligent acts or omissions of *JWSE*, its employees, agents, subcontractors and their employees and agents. If the Client places greater responsibilities upon *JWSE* or requires further extraordinary insurance coverage, *JWSE*, if specifically directed by the Client in writing, will take out additional insurance (if procurable), at the Client's expense; but *JWSE* shall not be responsible for property damage from any cause, including fire and explosion, beyond the amounts and coverage of this insurance.

OWNERSHIP OF DOCUMENTS : All documents, including but not limited to original drawings, specifications, reports, sketches, and electronic files, prepared or to be prepared by *JWSE* for the Client, contain creative, artistic, and original ideas which the Client agrees are a valuable property right of *JWSE*. It is understood by and between the parties that all such documents, or any reasonable facsimile thereof, are and shall remain the property of *JWSE* whether used by Client or not, and shall not be used by or provided to any third party in any manner whatsoever by the Client except for the purposes of and according to the provisions set forth in this Agreement. The Client agrees not to make copies; reasonable facsimile, artists renditions or the like of said documents without procuring *JWSE's* prior written approval and further agrees not to alter in any manner said documents. In the event of default or termination of this Agreement, the Client shall be entitled to use information contained in said documents only when fees for the same have been paid in full.

UNAUTHORIZED CHANGES : In the event the Client, the Client's contractors or subcontractors or anyone from whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by *JWSE* without obtaining *JWSE's* prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore, the Client agrees to waive any claim against *JWSE* and to release *JWSE* from any liability arising directly or indirectly from such changes. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes. In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to *JWSE's* construction documents without the prior written approval of *JWSE* and that further requires the Contractor to indemnify both *JWSE* and the Client from any liability or cost arising from such changes made without such proper authorization.

ELECTRONIC MEDIA : *JWSE* regularly uses electronic media in generating, revising, plotting and transmitting its design capabilities. *JWSE's* electronic files are proprietary and, while they are made available to the Client under provisions of the Agreement, the Client shall not permit any unauthorized reuse of the electronic files such as use on later project phases, another project or for Facility Management Systems, and shall not permit any unauthorized modifications to the electronic files, either by the Client or third parties. The Client shall indemnify and hold harmless *JWSE* against any claims or damages resulting from subsequent unauthorized use or modification of the electronic files. *JWSE* assumes no responsibility for errors in the electronic transfer of data, either in sending or receiving, or in alteration or damages to the wireless, wired, disks, tapes or other media transmission. *JWSE* cannot guarantee the archive use of electronic files due to limited life expectancy of the media. Hardcopy sealed plans take precedence over electronic files. Electronic files are provided for the Client's convenience only.

LIMITATION OF PROFESSIONAL LIABILITY : *JWSE* does not assume any responsibility or guarantee for information or work completed by other consultants or for approval or other actions by and of government agencies. The Client agrees to limit any and all liability or claim for damages, cost of defense, or expenses, due to design defects, errors, omissions, or professional negligence, levied against *JWSE*, *JWSE* officers, directors, partners, employees or any *JWSE* subconsultants to a sum not to exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Further, the Client agrees to notify any contractor or subcontractor who may perform work in connection with any design, report, or study prepared by *JWSE*, or any *JWSE* subconsultants of such limitation of liability for design defects, errors, omissions, or professional negligence, and agrees to require, as a condition precedent to their performing the work, a like limitation of liability on their part as against *JWSE*, or any *JWSE* subconsultant. In the event that the Client fails to obtain a like limitation provision as to design defects, errors, omissions, or professional negligence, any liability of the Client and *JWSE* to such contractor or subcontractor arising out of design defects, errors, omissions, or professional negligence, shall be allocated between the Client and *JWSE* in such a manner that the aggregate liability of *JWSE* for such defects to all parties, including the Client, shall not exceed eighty Percent (80%) of the amount of *JWSE's* applicable fee or fifty thousand dollars (\$50,000.00), whichever is lesser. Additional limits of liability of fifty thousand dollars (\$50,000.00), may be made part of this agreement for an additional fee of fifty Percent (50%) of the total fees included herein.

EXTENSION OF PROTECTION : The Client agrees that any and all limitations of *JWSE's* liability and indemnifications by the Client to *JWSE* shall include and extend to those individuals and entities *JWSE* retains for performance of the services under this Agreement, including but not limited to *JWSE's* officers and employees and their heirs and assigns, as well as *JWSE's* subconsultants and their officers, employees, heirs and assigns.

INTERPRETATION : Limitations on liability, waivers and indemnities in this Agreement are business understandings between the parties and shall apply to all legal theories of recovery, including breach of contract or warranty, breach of fiduciary duty, tort (including negligence), strict or statutory liability, or any other cause of action, provided that these limitations on liability, waivers and indemnities will not apply to any losses or damages that may be found by a trier of fact to have been caused by *JWSE's* sole or gross negligence or *JWSE's* willful misconduct. The parties also agree that the Client will not seek damages in excess of the contractually agreed-upon limitations directly or indirectly through suits against other parties who may join *JWSE* as a third-party defendant. "Parties" means the Client and *JWSE*, and their officers, directors, partners, employees, subcontractors and subconsultants.

STANDARD OF CARE : In providing services under this Agreement, *JWSE* will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. *JWSE* makes no warranty, either express or implied, as to the professional services rendered under this Agreement.

BETTERMENT : If, due to *JWSE's* negligence, a required item or component of the Project is omitted from *JWSE's* construction documents, *JWSE* shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will *JWSE* be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

CORPORATE PROTECTION : It is intended by the parties to this Agreement that *JWSE's* services in connection with the Project shall not subject *JWSE's* individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against *JWSE*, a Maryland corporation, and not against any of *JWSE's* individual employees, officers or directors.

CONFIDENTIAL COMMUNICATIONS : *JWSE* may be required to report on or render confidential opinions about the past or current performance and/or qualifications of others engaged or being considered for engagement directly or indirectly by the Client. Those about whom reports and opinions are rendered may as a consequence initiate claims against *JWSE*. To help create an atmosphere in which *JWSE* may freely report or express such opinions candidly in the interest of the Client, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from the rendering of such confidential opinions and reports by *JWSE* to the Client or to the Client's agents.

SURVIVAL : All limitations of liability, indemnifications, warranties and representations contained in the Agreement shall survive the completion or termination of this Agreement and shall remain in full force and effect.

FAST-TRACK DESIGN AND CONSTRUCTION : *JWSE* will determine, at *JWSE's* sole discretion, if and when a project is proceeding on a fast-track basis, i.e. where some or all of *JWSE's* design services overlap the construction work and are out-of-sequence with traditional project delivery methods. If so determined by *JWSE*, and in consideration of the benefits of fast-tracking to the Client and in recognition of the inherent risk of fast-tracking to *JWSE*, the Client agrees to waive all claims against *JWSE* for design changes and modifications to portions of work already constructed necessitated by the fast-track process. The Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless *JWSE* against all claims, damages, liabilities or costs, including attorney's fees and defense costs, arising out of or in any way connected with the fast-track nature of a project. Additionally, the Client agrees to compensate *JWSE* for all additional services required to modify, correct or adjust the Construction Documents and coordinate them in order to meet the scheduling requirements of the fast-track process.

SAFETY : Any construction observation by *JWSE* of any of the Client's contractor's performance is not intended to include review of the adequacy of the contractor's safety measures in, on, or near the construction site. The Client's contractor(s) shall be solely and completely responsible for working conditions of the job site, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

ASSIGNMENT : Except as provided herein or otherwise previously agreed in writing by the parties hereto, any assignment, hypothecation or transfer of this Agreement or any rights or duties hereunder shall be void.

SCOPE OF AUTHORITY : The person signing this Agreement on behalf of the Client warrants that he or she has the authority to do so; and if a corporation, is an officer of same; if a joint venture, is a party of same; of if a limited partnership, is a general partner of same.

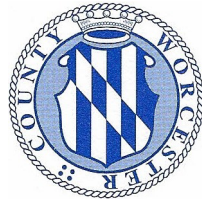
PROPOSAL TIME LIMIT : Time is of the essence in the performance of this Agreement. This Proposal shall be in effect for a period of 60 days from its date. If the Agreement for services extends beyond one year from the date of acceptance of this Proposal, the Proposal is subject to renegotiation and inflationary increases in costs.

CONSTRUCTION COSTS : Construction costs are defined as the total actual cost or estimated cost to the Client of all elements of the project designed or specified by *JWSE*, excluding *JWSE* fees. *JWSE* assumes no responsibility for any project or construction cost estimates or opinions given herein as *JWSE* has no control over the cost of labor, materials, equipment, and services furnished by others, or over competitive bidding and market conditions.

EARTH AND QUANTITY TAKE-OFF : If provided for in the scope, *JWSE* will establish preliminary earth take-off estimates after basic design and preliminary grading have been established. Such take-off estimates are only approximations and there is no guarantee of accuracy or that cut and fill will balance. Upon approval of final design, *JWSE* will provide, if included in scope, any detailed quantity take-off at Client's expense.

MEETINGS AND CONFERENCES : *JWSE* will attend all meetings and conferences as requested by the Client. Furthermore, *JWSE* will meet with public agencies that might be involved in the development of the project on an as needed basis. Since the need and nature of these meetings and conferences cannot be accurately forecast at the outset, *JWSE*, unless stipulated otherwise in the Proposal, will perform these services on a Time and Expense basis.

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 13, 2023
SUBJECT: Preliminary Study for Mystic Harbor to Riddle Farm Waste Water Effluent Disposal

Attached for Commissioner review and approval is a proposal from GMB to conduct a feasibility study to connect the Mystic Harbour Waste Water Treatment Plant (WWTP) effluent disposal system to the Riddle Farm WWTP effluent holding lagoon. The capacity of the Mystic Harbour WWTP is limited by how much treated effluent it can dispose of. This study will look at expanding that capacity. The lump sum cost of the study is \$30,820.00 and funds are available in the Tri-County Economic Development Grant account number 100.1801.6160.151. This project was specifically included in the grant application to Tri County Council and is at no cost to the County.

Mystic Harbour WWTP currently has three methods to discharge treated waste water: 1) spray irrigation through the Eagles Landing golf course; 2) onsite injection wells; and 3) West OC sanitary sewer system. The discharge permit does not allow spray irrigation during the winter months and there is very little onsite storage; the injection well's capacity is dependent on the height of the groundwater table; and the West OC sewer system is limited via agreement with Ocean City's WWTP where flow is eventually treated. In a nutshell, the plant can treat more flow than it can dispose of.

The Riddle Farm lagoon is 33 Million gallons and serves 2 golf courses. Currently, only flow from the Riddle Farm WWTP goes to the lagoon. The Riddle Farm plant cannot keep up with the irrigation demands of the 2 golf courses, water levels in the lagoon remain low much of the year, and the full storage capacity is underutilized. When stored effluent waste water is low, the golf courses supplement their spray irrigation with well water. Connecting Mystic to Riddle will give additional effluent disposal capacity to Mystic Harbour and provide the golf courses with their needed water supply without drawing from the groundwater. The study will investigate 3 possible paths to run the proposed pipe and evaluate the cost effectiveness, right-of-way needs, and environmental permitting to recommend a preferred path.

Please let me know if there are any questions.

CC: Chris Clasing
 Tony Fascelli
 Bob Mitchell



**ARCHITECTS
ENGINEERS**

206 WEST MAIN STREET
SALISBURY, MD 21801

PH: 410.742.3115

PH: 800.789.4462

salisbury@gmbnet.com

SALISBURY
BALTIMORE
SEAFORD
LEWES
OCEAN VIEW

www.gmbnet.com



March 6, 2023

Worcester County DPW
6113 Timmons Road
Snow Hill, MD 21863

Attn: Mr. Dallas Baker, P.E.
Director of Public Works

Re: **Mystic Harbour WWTP Effluent Interconnect with Riddle Farm WWTP -
Feasibility Study**
Worcester County, MD

Dear Mr. Baker:

Thank you for contacting George, Miles & Buhr, LLC (GMB) to assist Worcester County in evaluating the feasibility of connecting the Mystic Harbour WWTP effluent to the Riddle Farm WWTP.

UNDERSTANDING

The Mystic Harbour WWTP is located on MD Route 611 (Stephen Decatur Highway) approximately 300-feet south of the intersection with Sunset Avenue. Approximately 1700 existing EDU's are located within the Mystic Harbour sewer service area. In 2012 the Mystic Harbour WWTP was upgraded to a membrane bioreactor plant sized for 0.45 mgd. The treated effluent has three (3) existing disposal options consisting of injection wells, connection to the West Ocean City sewer service area which pumps to the Ocean City WWTP, and a spray irrigation system located at the Eagles Landing golf course.

Mystic Harbour WWTP is interconnected with multiple other county wastewater facilities. The Landings WWTP is located further south on the west side of Route 611 near Landings Blvd. The Landings WWTP has injection wells for disposal but currently sends raw sewage to the Mystic Harbour sewer service area and WWTP for treatment and disposal. South of the Landings service area is the Assateague Pointe sewer service area and WWTP located on Assateague Way. The Assateague Pointe WWTP has a spray irrigation system for disposal but also is interconnected to the Landings and Mystic Harbour WWTP's.

The Mystic Harbour WWTP is treating wastewater from multiple service areas, but it is limited in effluent disposal capacity. The existing injection wells at Mystic WWTP are problematic and not functioning at full design capacity. The agreement between the County and Ocean City is capped for wastewater flow that can be pumped to Ocean City WWTP. The spray irrigation system at the Eagles Landing golf course is also limited based on land area and seasonal limitations.

Worcester County DPW has requested GMB to complete an evaluation to review the feasibility of connecting the Mystic Harbour WWTP treated effluent to the Riddle Farm WWTP for final disposal in the Riddle pond. This evaluation will look at three (3)

JAMES H. WILLEY, JR., P.E.
CHARLES M. O'DONNELL, III, P.E.
A. REGGIE MARINER, JR., P.E.
JAMES C. HOAGESON, P.E.
STEPHEN L. MARSH, P.E.
DAVID A. VANDERBEEK, P.E.
ROLAND E. HOLLAND, P.E.
JASON M. LYTLE, P.E.
CHRIS B. DERBYSHIRE, P.E.
MORGAN H. HELFRICH, AIA
KATHERINE J. MCALLISTER, P.E.
W. MARK GARDOCKY, P.E.
ANDREW J. LYONS, JR., P.E.

PETER A. BOZICK, JR., P.E.
JUDY A. SCHWARTZ, P.E.
W. BRICE FOXWELL, P.E.

JOHN E. BURNSWORTH, P.E.
VINCENT A. LUCIANI, P.E.
AUTUMN J. WILLIS
CHRISTOPHER J. PFEIFER, P.E.
BENJAMIN K. HEARN, P.E.

alternative routes for installation of a force main to transmit the treated effluent to Riddle WWTP. Refer to the attached EX-1.

SCOPE OF SERVICES

From the basis of this understanding, we anticipate the following scope of services be completed under this analysis.

1. Attend one (1) meeting with Worcester County DPW to kick off the project and complete site visits to the Mystic Harbour WWTP, Riddle Farm WWTP and surrounding area.
2. Review as-built drawings of the Mystic Harbour WWTP facility and existing effluent piping layout for preliminary siting of effluent pump station. Evaluate force main routes based on aerials and GIS data for desktop analysis. Review Riddle Farm WWTP drawings and operation and provide recommendation for discharge location of force main.
3. Complete a preliminary review of right-of-way (ROW) and property boundaries that may be impacted along each force main route.
 - a. GMB will contact Delmarva Power & Lighting in an effort to obtain additional information on the existing power line ROW from Route 611 to Holly Grove Road.
 - b. GMB will also contact Maryland State Highway Administration (SHA) to discuss the feasibility of using ROW's along Route 611, Route 707 and Route 50 for a future force main.
 - c. ***Note Legal research of deeds and rights-of-way is not included in the project scope.***
4. GMB will further evaluate each alternative to develop preliminary pump station and force main sizing and design criteria. Review of force main routes will include recommendation for open cut and/or trenchless installation methods. Review construction feasibility and develop list of anticipated permits or environmental impacts anticipated during construction of project.
5. Develop planning level cost estimates for both alternatives. Preliminary planning schematics will be developed to coincide with each alternative.
6. Prepare and submit a preliminary feasibility study to include recommendation and associated cost.
7. Attend one (1) in-person meeting with the Worcester County DPW to address comments and revisions to the study. Finalize and submit final feasibility study.

CONSIDERATIONS

1. Analysis will not include field investigations, hydro-geological investigations, wetlands survey, topographic survey, or preparation of drawings.
2. Coordination or discussion with private landowners that may be impacted by alternatives is excluded at this time.

SCHEDULE

GMB proposes to provide these services starting within three (3) weeks of receiving signed agreement. GMB will endeavor to complete the work and feasibility study within a 4-to-6-month period. We recognize funding deadlines may coincide over the project time frame. GMB will work to accommodate and meet any deadlines.

FEE FORMAT AND ESTIMATED FEE

We propose to bill our services each month on the basis of hours expended related to the scope of services and in accord with the attached "Schedule of Hourly Rates & Expenses". GMB has included and agrees with Worcester Counties past modifications to GMB General Conditions. GMB will not exceed the Estimated Total Fee unless there is a change to the scope of services necessitated by field conditions or Owner modifications and approval.

Estimated Total Hourly Fee = \$29,920.00

Estimated Reimbursable Expense = \$900.00

If upon review, you find this proposal acceptable, please execute this agreement in the space provided below.

We greatly appreciate the opportunity to submit this proposal and please don't hesitate to contact us with any questions. Thank you for your continued confidence in GMB.

Sincerely,

Katherine J. McAllister, P.E.
Sr. Project Manager/ Vice President

Attachments: Schedule of Hourly Rates & Expenses
General Conditions (with Worcester County modifications)

ACCEPTED FOR WORCESTER COUNTY DPW:

By: _____

Printed Name: _____

Title: _____

Date: _____

Phone Number: _____

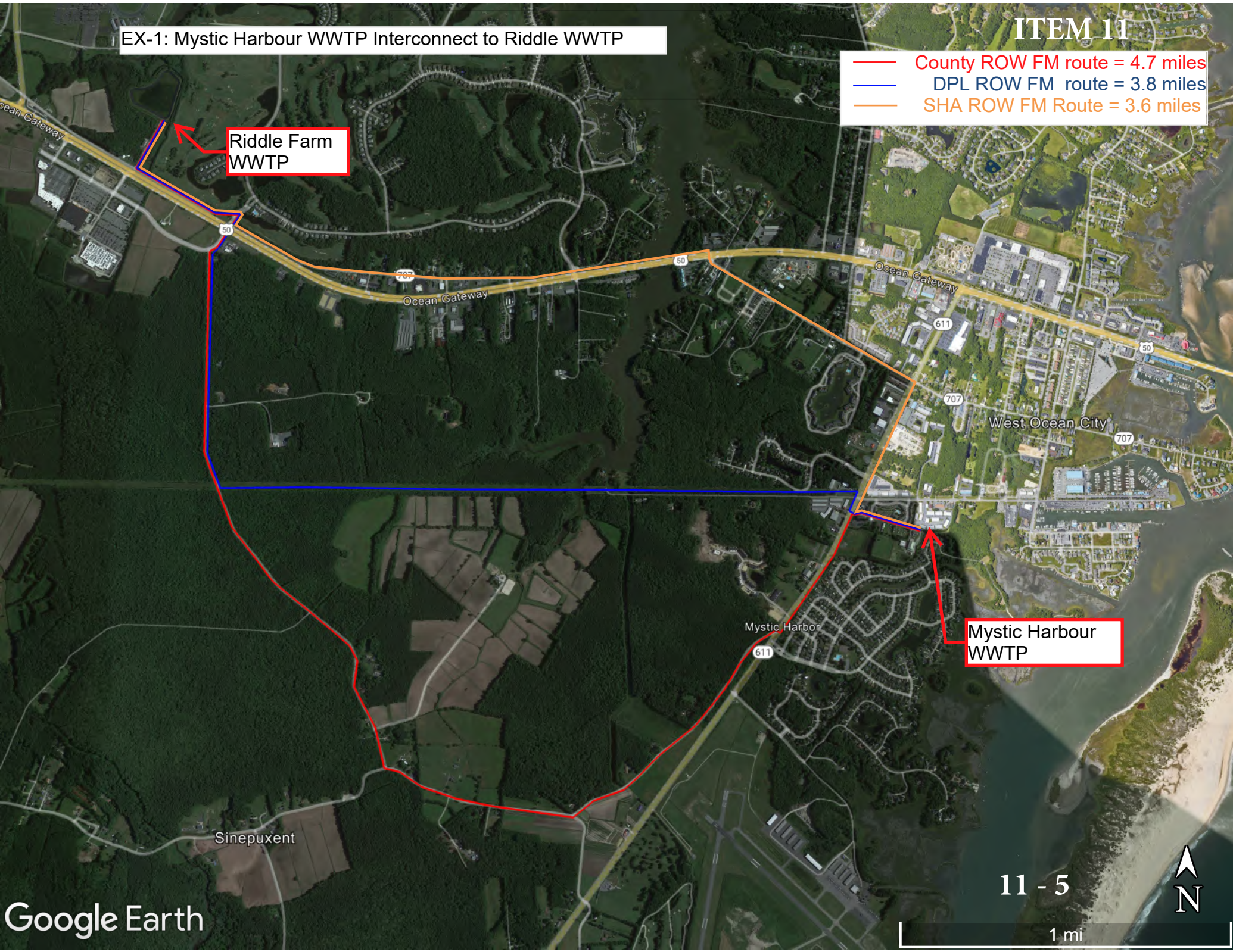
Email Address: _____

EX-1: Mystic Harbour WWTP Interconnect to Riddle WWTP

- County ROW FM route = 4.7 miles
- DPL ROW FM route = 3.8 miles
- SHA ROW FM Route = 3.6 miles

Riddle Farm WWTP

Mystic Harbour WWTP



SCHEDULE OF HOURLY RATES & EXPENSES

HOURLY RATES

Effective December 29, 2022

CLASSIFICATION	HOURLY RATE
Senior Project Director	\$ 185.00 - \$ 225.00
Project Director	\$ 160.00 - \$ 205.00
Senior Project Manager	\$ 135.00 - \$ 185.00
Project Manager	\$ 115.00 - \$ 160.00
Assistant Project Manager	\$ 115.00 - \$ 155.00
Senior Project Engineer/Architect/Landscape Arch	\$ 115.00 - \$ 155.00
Senior Environmental Scientist	\$ 100.00 - \$ 155.00
Project Engineer/Architect/Landscape Arch	\$ 105.00 - \$ 145.00
Graduate Engineer/Architect/Landscape Arch	\$ 95.00 - \$ 140.00
Environmental Scientist	\$ 70.00 - \$ 135.00
Senior Designer	\$ 90.00 - \$ 145.00
Designer	\$ 75.00 - \$ 115.00
CADD Operator	\$ 70.00 - \$ 100.00
Construction Representative	\$ 90.00 - \$ 135.00
Resident Project Representative (RPR)	\$ 65.00 - \$ 125.00
Senior Project Coordinator	\$ 90.00 - \$ 125.00
Project Coordinator	\$ 65.00 - \$ 115.00
Surveyor	\$ 95.00 - \$ 135.00
Survey Crew Chief	\$ 70.00 - \$ 120.00
Survey Technician	\$ 40.00 - \$ 80.00
Administrative/IT Support	\$ 50.00 - \$ 115.00
GIS Specialist	\$ 60.00 - \$ 95.00
Senior Technician	\$ 60.00 - \$ 125.00
Technician	\$ 40.00 - \$ 75.00

EXPENSES

All items per each, unless noted.

Internal:

Photocopies:	
Black & White	\$ 0.20
Color	\$ 0.50
Prints/Plots:	
Black & White/Color	\$ 0.50 /s.f.
Mylar	\$ 2.00 /s.f.
Travel:	
Mileage	\$ 0.655/mile*
Subsistence (Meals & Lodging)	At Actual Cost
Overnight/Immediate Delivery	At Actual Cost
Survey Crew Rates	
2 person crew	\$ 130.00/hour
3 person crew	\$ 150.00/hour
Other:	
Electronic Media Copies/Transfers/File	\$ 300.00/file
Website Project File Sharing	\$ 1.00/MB/month
Construction Management Software	\$ 200.00/month
Surveying Equipment/Total Station Only	\$ 35.00 /day
Surveying Equipment/Total Station + GPS Unit	\$ 150.00 /day

* Adjusted annually in accordance with the Internal Revenue Service Directives

GENERAL CONDITIONS
(Effective July 1, 2021)

AGREEMENT

The term "Agreement" refers to the undertaking by George, Miles & Buhr, LLC ("GMB") to perform Services described in the attached Proposal and these General Conditions. The Agreement shall become effective upon acceptance by Client of the attached Proposal and General Conditions, which when acknowledged in writing, are authorization to proceed. The Agreement is between Client and GMB, and their respective partners, divisions, affiliates, members, successors and assigns, both of whom promise not to transfer or assign any interest in the Agreement without the other party's written consent. The Agreement supersedes all prior written proposals or negotiations and is conditioned upon Client's acceptance of these General Conditions. No modification of the terms of the Agreement or General Conditions shall be valid unless authorized in writing by both parties. If additional services are required by Client, GMB will provide the services when authorized in writing and documented to do so by Client.

FEES, RETAINER

Any estimate of the fees and expenses that GMB expects to incur in providing Client with services outlined in the attached Proposal is not a maximum or lump sum fee. Client understands and agrees that the final billing may be more or less than the estimate. Fees for services will be adjusted if there are changes to the scope or schedule, as defined in the Proposal including supporting drawings, schedules and exhibits. If GMB does not have an established relationship with the Client, a retainer will be requested approximating the value of services for a minimum of sixty (60) days and will be credited to the final invoice. A Schedule of Hourly Rates & Expenses is attached to and incorporated as part of the Proposal. Unless otherwise noted, all proposals are valid for a period of 90 days from the date of the proposal.

INVOICES

Invoices are due upon receipt. If an invoice is outstanding beyond thirty (30) days of the invoice date, interest will be charged at a rate of one percent (1%) per month and GMB reserves the right to stop providing services and to withdraw all permit applications. ~~Further, if GMB has to refer any delinquent billing to an attorney for collection, Client agrees to pay GMB its reasonable attorney's fees and expenses of collection, to include, without limitation, all litigation related expenses and expert witness fees, plus 25%.~~

EXPENSES

Client agrees to pay GMB for internal expenses in accord with Schedule of Hourly Rates and Expenses charged for those items that are specific to the project, including, but not limited to, subcontracted consultants, permit fees, reproduction expenses, renderings, models, etc. GMB will invoice external expenses at cost plus 10%.

LIABILITY & CLAIMS

~~Client agrees to limit GMB's liability related to errors and omissions to an amount not to exceed the total fee for the project or GMB's available professional liability insurance coverage for that year, whichever is less.~~ GMB will not be responsible for any liabilities arising from Client's negligent acts or errors, or from any entity whose conduct is not subject to GMB's control. Client acknowledges the inherent risks associated with construction. GMB will provide services with a standard of care exercised by licensed architects and engineers. ~~At least 30 days prior to making any claim against GMB, Client agrees to provide GMB a Certificate of Merit issued by an architect or engineer, licensed by the state in which the project is located, specifically describing~~

~~every error or omission which the issuer believes to be a violation of the standard of care. If Client makes a claim or brings legal action against GMB for any services under this Agreement, and fails to prevail, Client agrees to pay all legal and other expenses incurred by GMB in its defense, including, but not limited to, attorney's fees, court costs, expert witness fees, etc.~~

INSTRUMENTS OF SERVICE

All work products, including those in electronic form, prepared by GMB and GMB's consultants are Instruments of Service for use solely with respect to this project. The Client shall be permitted to authorize Contractor, Subcontractors and material or equipment suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in their execution of the work. Any unauthorized use of the Instruments of Service shall be at the Client's sole risk and without liability to GMB and GMB's consultants. No alterations shall be made to the Instruments of Service by the Client and/or any representative of the Client without the written permission of GMB and GMB's consultants. Copies of electronic media, if requested and approved, will be invoiced to the Client and due upon receipt.

APPROVALS

GMB has no control over governments and their agencies in granting approvals. Therefore, GMB cannot guarantee the timeframe for, or the cost of services incidental to, obtaining approvals from governments or governmental agencies. If the type or level of services as originally defined are revised or changed during our assignment, the fee for our services from that point forward will be subject to negotiation.

TERMINATION/SUSPENSION OF WORK

Client or GMB each may terminate the Agreement with fifteen (15) calendar days written notice; Client agrees to pay for all services provided by GMB up to the date of termination. Project delays and suspension of the project for more than 30 days, may result in additional cost to resume work. Client agrees to pay such costs before work resumes if said delays are attributable to the Client.

CONSTRUCTION SAFETY

Client agrees to require general or subcontractor to indemnify, defend and hold GMB harmless against claims arising from unsafe site conditions.

CONSTRUCTION ESTIMATES

GMB has no control over the cost of labor, materials, equipment and services provided by others or over the contractor's methods of determining prices and does not warrant or guarantee construction estimates.

CONSTRUCTION SCHEDULES

GMB has no control over the means, methods and techniques of construction employed by contractors, the timing of government approvals or the delivery of materials and equipment. The Client agrees that any construction schedule prepared by GMB is approximate and will not be the basis for a claim.

HAZARDOUS MATERIALS

~~Client agrees to defend, indemnify and hold GMB harmless for any and all liabilities, claims, costs and expense, including, but not limited to, litigation expenses, attorney's fees, and expert witness fees, which relate in any way to the presence of any hazardous or toxic materials on the project.~~

GOVERNING LAWS; VENUE

The Agreement shall be interpreted in accordance with the laws of the State of Maryland. The venue for any dispute arising out of the Agreement shall be, at the sole discretion of GMB, the Circuit Court for ~~Wicomico~~ Worcester County, Maryland or the federal courts within the State of Maryland.

Client's written approval is required to exceed Proposal amount.

Client agrees to limit GMB's liability related to errors and omissions to \$2,000,000.

EXHIBIT A

Worcester County Maryland
Standard Terms

The provisions below are applicable to all Worcester County (“County”) contracts. These provisions are not a complete agreement. These provisions must be attached to an executed document that identifies the work to be performed, compensation, term, incorporated attachments, and any special conditions (“Contract”). If the Standard Terms and any other part of the Contract conflict, then the Standard Terms will prevail.

1. **Amendment.** Amendments to the Contract must be in writing and signed by the parties.
2. **Bankruptcy.** If a bankruptcy proceeding by or against the Contractor is filed, then:
 - a. The Contractor must notify the County immediately; and
 - b. The County may cancel the Contract or affirm the Contract and hold the Contractor responsible for damages.
3. **Compliance with Law.** Contractor must comply with all applicable federal, state, and local law. Contractor is qualified to do business in the State of Maryland. Contractor must obtain, at its expense, all licenses, permits, insurance, and governmental approvals needed to perform its obligations under the Contract.
4. **Contingent Fee Prohibition.** The Contractor has not directed anyone, other than its employee or agent, to solicit the Contract and it has not promised to pay anyone a commission, percentage, brokerage fee, contingent fee, or other consideration contingent on the making of the Contract.
5. **Counterparts and Signature.** The Contract may be executed in several counterparts, each of which may be an original and all of which will be the same instrument. The Contract may be signed in writing or by electronic signature, including by email. An electronic signature, a facsimile copy, or computer image of the Contract will have the same effect as an original signed copy.
6. **Force Majeure.** The parties are not responsible for delay or default caused by fire, riot, acts of God, County-declaration-of-emergency, or war beyond their reasonable control. The parties must make all reasonable efforts to eliminate a cause of delay or default and must, upon cessation, diligently pursue their obligations under the Contract.
7. **Governing Law.** The Contract is governed by the laws of Maryland and the County.
8. **Indemnification.** The Contractor must indemnify the County and its agents from all liability, penalties, costs, damages, or claims (including attorney’s fees) resulting from personal injury, death, or damage to property that arises from or is connected to the performance of the work or failure to perform its obligations under the Contract. All indemnification provisions will survive the expiration or termination of the Contract.
9. **Independent Contractor.**
 - a. Contractor is an “Independent Contractor”, not an employee. Although the County may determine the delivery schedule for the work and evaluate the

quality of the work, the County will not control the means or manner of the Contractor's performance.

- b. Contractor is responsible for all applicable taxes on any compensation paid under the Contract. Contractor is not eligible for any federal Social Security, unemployment insurance, or workers' compensation benefits under the Contract.
- c. Contractor must immediately provide the County notice of any claim made against Contractor by any third party.

10. Insurance Requirements.

- a. Contractor must have Commercial General Liability Insurance in the amounts listed below. The insurance must include coverage for personal injury, discrimination, and civil rights violation claims. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED". A copy of the certificate of insurance must be filed with the County before the Contract is executed, providing coverage in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$500,000 for property damage.
- b. Contractor must have automobile insurance on all vehicles used in the Contract to protect Contractor against claims for damages resulting from bodily injury, including wrongful death, and property damage that may arise from the operations in connection with the Contract. All insurance must name County, its employees, and agents as "ADDITIONAL INSURED".
- c. Contractor must provide the County with a certification of Workers' Compensation Insurance, with employer's liability in the minimum amount required by Maryland law in effect for each year of the Contract.
- d. All insurance policies must have a minimum 30 days' notice of cancellation. The County must be notified immediately upon cancellation.
- e. When insurance coverage is renewed, Contractor must provide new certificates of insurance prior to expiration of current policies.

11. Nondiscrimination. Contractor must not discriminate against any worker, employee, or applicant because of religion, race, sex, age, sexual orientation, physical or mental disability, or perceived disability. This provision must be incorporated in all subcontracts related to the Contract.

12. Ownership of Documents; Intellectual Property.

- a. All documents prepared under the Contract must be available to the County upon request and will become the exclusive property of the County upon termination or completion of the services. The County may use the documents without restriction or without additional compensation to the Contractor. The County will be the owner of the documents for the purposes of copyright, patent, or trademark registration.
- b. If the Contractor obtains, uses, or subcontracts for any intellectual property, then it must provide an assignment to the County of ownership or use of the property.

- c. The Contractor must indemnify the County from all claims of infringement related to the use of any patented design, device, materials, or process, or any trademark or copyright, and must indemnify the County, its officers, agents, and employees with respect to any claim, action, costs, or infringement, for royalties or user fees, arising out of purchase or use of materials, construction, supplies, equipment, or services covered by the Contract.
13. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
14. **Records.** Contractor must maintain fiscal records relating to the Contract in accordance with generally accepted accounting principles. All other relevant records must be retained by Contractor and kept accessible for at least three years after final payment, termination of the Contract, or until the conclusion of any audit, controversy, or litigation related to the Contract. All subcontracts must comply with these provisions. County may access all records of the Contractor related to the Contract.
15. **Remedies.**
 - a. **Corrections of errors and omissions.** Contractor must perform work necessary to correct errors and omissions in the services required under the Contract, without undue delays and cost to the County. The County's acceptance will not relieve the Contractor of the responsibility of subsequent corrections of errors.
 - b. **Set-off.** The County may deduct from any amounts payable to the Contractor any back-charges, penalties, or damages sustained by the County, its agents, or employees caused by Contractor's breach. Contractor will not be relieved of liability for any costs caused by a failure to satisfactorily perform the services.
 - c. **Cumulative.** These remedies are cumulative and without waiver of any others.
16. **Responsibility of Contractor.**
 - a. The Contractor must perform the services with the standard of care, skill, and diligence normally provided by a Contractor in the performance of services similar the services.
 - b. Notwithstanding any review, approval, acceptance, or payment for the services by the County, the Contractor will be responsible for the accuracy of any work, design, drawings, specifications, and materials furnished by the Contractor under the Contract.
 - c. If the Contractor fails to conform with subparagraph (a) above, then it must, if required by the County, perform at its own expense any service necessary for the correction of any deficiencies or damages resulting from the Contractor's failure. This obligation is in addition to any other remedy available to the County.

17. **Severability/Waiver.** If a court finds any term of the Contract to be invalid, the validity of the remaining terms will not be affected. The failure of either party to enforce any term of the Contract is not a waiver by that party.
18. **Subcontracting or Assignment.** The Contractor may not subcontract or assign any part of the Contract without the prior written consent of the County. The County may withhold consent for any reason the County deems appropriate.
19. **Termination.** If the Contractor violates any provision of the Contract, the County may terminate the Contract by written notice. All finished or unfinished work provided by the Contractor will, at the County's option, become the County's property. The County will pay the Contractor fair compensation for satisfactory performance that occurred before termination less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the County can affirmatively collect damages.
20. **Termination of Contract for Convenience.** Upon written notice, the County may terminate the Contract when the County determines termination is in the County's best interest. Termination for convenience is effective on the date specified in the County's written notice. The County will pay for reasonable costs allocable to the Contract for costs incurred by the Contractor up to the date of termination. But the Contractor will not be reimbursed for any anticipatory profits that have not been earned before termination.
21. **Termination of Multi-year Contract.** If funds are not available for any fiscal period of the Contract after the first fiscal period, then the Contract will be terminated automatically as of the beginning of unfunded fiscal period. Termination will discharge the Contractor and the County from future performance of the Contract, but not from their rights and obligations existing at the time of termination.
22. **Third Party Beneficiaries.** The County and Contractor are the only parties to the Contract and are the only parties entitled to enforce its terms. Nothing in the Contract gives any benefit or right to third persons unless individually identified by name and expressly described as intended beneficiaries of the Contract.
23. **Use of County Facilities.** Contractor may only County facilities that are needed to perform the Contract. County has no responsibility for the loss or damage to Contractor's personal property which may be stored on County property.
24. **Whole Contract.** The Contract, the Standard Terms, and attachments are the complete agreement between the parties and supersede all earlier agreements, proposals, or other communications between the parties relating to the subject matter of the Contract.

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
Candace Savage, Deputy Chief Administrative Officer
FROM: Christopher S. Clasing, P.E., Deputy Director *Chs Cy*
DATE: March 13, 2023
SUBJECT: Water & Wastewater Division – Small Project Agreement
Sea Oaks Village II

Enclosed for Commissioner review and approval is a Small Project Agreement for the Sea Oaks Village II project. This project will extend public water and sewer service via the Mystic Harbour Service Area to a total of 76 single family homes in the community.

The design drawings prepared for this project are complete and the project is ready for construction. As with similar small projects, we have required Sea Oaks Village, LLC to complete the attached standard agreement to demonstrate compliance with County Code, specifically, PW5-307.

This agreement has been reviewed by the County Attorney and it is now being presented for approval.

If you have any questions, please do not hesitate to contact me.

Attachments

CC: Dallas Baker, Jr., P.E., Director
Tony Fascelli, Water & Wastewater Superintendent

WORCESTER COUNTY
SMALL PROJECT
WASTEWATER AND/OR WATER AGREEMENT
Reference PW5-307 Code of Public Local Laws of Worcester County

THIS AGREEMENT made this ___ day of _____, 2023, by and between THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, in the capacity of the governing body of the Mystic Harbour Sanitary Service Area, hereinafter called "Service Area" and Sea Oaks Village, LLC, hereinafter called "Developer." The parties hereto do hereby agree as follows:

A. PROJECT _____ Sea Oaks Village II _____ hereinafter called "Facilities."

B. LOCATION PROPERTY

Properties affected by this agreement are more particularly described as follows:

Deed Reference 7082/0402 Tax Map 26 Parcel 274 Lots 3A

C. SERVICE TO BE PROVIDED ___ Gravity sewer service, and water service for 76 single-family semi-detached dwelling units; a total of 76 EDUs.

D. LEGAL REQUIREMENTS AND PROCEDURE

Developer shall:

1. Upon the execution hereof, deed to Service Area, free and clear of all liens and encumbrances, by special warranty deed: all fee simple parcels and easements required for the operation and construction of Facilities and provide an acceptable title certificate signed by a Maryland attorney.
2. Provide plans as required by Service Area which must be satisfactory to Service Area prior to commencement of construction.
3. In cooperation with Service Area, secure all necessary permits for the benefit of Service Area and transfer the same to the Service Area.
4. Provide any construction bond required by applicable law regulation.
5. Commence construction of Facilities by March 2023 complete construction by October 2024 and Construct Facilities to the satisfaction of Service Area in accordance with all required permits to all applicable standards as established by Service Area.
6. Upon completion of Facilities and final inspection, approval and acceptance by the Service Area transfer all portions of the Facilities not already property of the Service Area free and clear of all liens and encumbrances at which time Service Area shall assume operational control of the Facilities.
7. Post such cash deposits as required by Service Area to provide for operation for not less than one year of operational costs of Facilities.
8. Provide lien releases or evidence of full and final payment to all contractors, engineers and suppliers as required by Service Area.
9. Warrant the construction and performance of Facilities for a period of not less than two years from the date of acceptance by the Service Area.

10. Post a maintenance bond in amounts to guarantee the warranty. Such bond shall be equal to 50% of actual cost of all equipment. Further provide that Service Area may set amounts of such bonds within the parameters hereof.

E. SPECIAL REQUIREMENTS _____

F. CONSTRUCTION AGREEMENTS

1. Developer shall construct Facilities at Developer's sole expense subject to the oversight of Service Area.
2. Developer shall make all corrections, additions, and adjustments required by Service Area to complete construction of Facilities according to all permits, plans and specifications.
3. Service Area may reject unsatisfactory work in which case it shall be redone by Developer.

G. CHARGES, COSTS, FEES AND EXPENSES

1. Developer shall pay all costs, fees and expenses of Service Area in performing of this agreement including without limitation, permit fees and costs incurred by Service Area in processing and oversight of the construction of Facilities. Those fees are costs are estimated to be \$2,500.
2. A deposit in escrow for costs, fees and expenses of Service Area in the amount of \$2,500 shall be made by Developer upon signing and such account maintained as required by Service Area pending acceptance by Service Area.
3. Upon completion and acceptance of the Facilities and the commencement of operation thereof, Developer shall commence payment of standard charges imposed within the service area in which the service is provided.

H. EXCESS CAPACITY OWNED BY SERVICE AREA

1. Facilities are designed and intended to serve no additional development at this time, as no additional EDUs purchased, and the potential to extend mains and services are unlikely at the westerly end of the development .
2. Any excess capacity of Facilities or of any modification or addition thereto shall be the property of Service Area and shall belong to Service Area. There shall be no recoupment of costs of construction, expenses, fees, operation or installation of Facilities by Developer unless as specifically set forth herein or in a separate written agreement between the parties.

I. MISCELLANEOUS PROVISIONS

1. In any action brought in court under this agreement the, jurisdiction venue shall be exclusively the Circuit Court of Worcester County, Maryland.
2. The provisions of this agreement shall be governed and construed according to the laws of the State of Maryland. The parties' performance of obligations hereunder shall comply with all applicable governmental requirements. Existing and future laws shall supersede this agreement. It is entered into pursuant to Section PW 5-307 of the Code of Public Local Laws of Worcester County.

- 3. The construction of Facilities pursuant hereto shall constitute an offer of dedication to the County Commissioners of Worcester County for the benefit of Service Area.
- 4. This agreement shall constitute an encumbrance on lands described in Paragraph B hereof and shall run with the land.
- 5. Developer and Service Area agree to cooperate in the implementation of this agreement and agree to execute such other and further assurances or additional documents and instruments as it may be reasonably required of or requested by the other party to carry out the provisions hereof.
- 6. The rights, obligations and duties of Service Area hereunder are delegated (subject to revocation) to the Worcester County Department of Public Works.
- 7. The Service Area is a governmental body and shall be entitled to all immunities and nothing herein shall negate any governmental entities.
- 8. All documents executed pursuant hereto shall be subject to the approval of the County Attorney for Worcester County, acting on behalf of Service Area.

SERVICE AREA

Witness

County Commissioners of Worcester County

 Weston Young
 Chief Administrative Officer

 (SEAL)
 Anthony W. Bertino Jr., President

Witness:

DEVELOPER

Christina M. Norris

SEA OAKS VILLAGE LLC

Christina M. Norris
 (Print Name)

STEVEN MURPHY - MANAGING MEMBER
 Print Name and Capacity

[Signature]
 (SEAL)
 Signature

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 13, 2023
SUBJECT: Proposed Mosquito Control Budget – 2023 Season

Attached for Commissioner review and approval is the proposed State of Maryland's Mosquito Control Budget for the 2023 season. In reviewing the document, the proposed budget is the same as last year's budget. Total County funding for the season is estimated at \$83,940. A total of \$62,065.06 was paid to the State of Maryland for the 2022 Mosquito Control Season. No aerial spray applications were required this past season which kept our total operating expenses under budget.

No substantive changes are planned to last year's program as it ran smoothly with collecting the \$65.00 fee per residential household up front. Public Works recommends approval of the attached budget and the program's participant fee to remain as is for this coming season.

Please let me know if there are any questions.

Attachments

cc: Michael Hutchinson Maintenance Superintendent



Maryland Department of Agriculture
Office of Plant Industries and Pest Management
Mosquito Control

ITEM 13
The Wayne A. Cawley Jr. Building
50 Harry S. Truman Parkway
Annapolis, MD 21401
www.mda.maryland.gov
T: (410) 841-5960

March 7, 2023

Mr. Mike Hutchinson, Maintenance Superintendent
Worcester County Department of Public Works
Maintenance Division
6113 Timmons Road
Snow Hill, MD 21863

Dear Mr. Hutchinson:

The Maryland Department of Agriculture, Mosquito Control Section, has prepared an estimate of operating expenses for mosquito control in Worcester County during the 2023 season. This budget estimate is based on previous years' expenditures and anticipated costs for the upcoming season.

The proposed mosquito control budget for the 2023 season in Worcester County is enclosed. If these amounts are acceptable, please sign and return two copies. If you wish to revise the suggested amounts, please line through the typed amount, write the new amount, initial and return two signed two copies of the document to the Maryland Department of Agriculture. Please note that if the local and/or county share is reduced, there will be a proportional reduction of State funds allotted. Once the copies are received by the Department, both copies will be signed, one will be returned to you, and one will remain in the Department file.

Please give this matter prompt attention as mosquito control activities will be starting soon in many areas. Thank you for your continued support. I trust that our cooperative efforts will result in a successful mosquito control program in Worcester County. Please call me if you have any questions.

Sincerely,

Brian Prendergast
Program Manager

BFP/mes
Enclosure

cc: Kevin Conroy, Assistant Secretary

ITEM 13

PROPOSED BUDGET
 WORCESTER COUNTY-MOSQUITO CONTROL
 CALENDAR YEAR 2023
 (FY 2024 SETTLEMENT)

TEMPORARY WORK	LOCAL	COUNTY	STATE	TOTAL WORKING BUDGET
Adulticide Groundspray in Participating Communities	\$200,000	None	None	\$200,000
Countywide Larvicide (Air & Ground) Surveillance	None	\$51,000	\$34,000	\$85,000
Ocean Pines Larvicide/Surveillance	\$1,500	None	\$1,000	\$2,500
Adulticide/Surveillance	\$16,500	None	None	\$16,500
Ocean City Adulticide/Surveillance	\$3,600	None	None	\$3,600
HOA and Town* Larvicide/Adulticide	\$28,000	None	\$500	\$28,500
Airspray for Disease Suppression	None	\$15,000	\$10,000	\$25,000
Total Temporary	\$249,600	\$66,000	\$45,500	\$361,100
Source Reduction	None	\$17,940	\$37,260	\$55,200
Total	\$249,600	\$83,940	\$82,760	\$416,300

The State appropriation is comprised of services, equipment and materials, only. Any balance in the State appropriation after expenses, is not payable and cannot be invoiced to offset local expenses.

*HOA and Town properties receiving mosquito control service will pay 100% of the actual cost and will be invoiced by the Maryland Department of Agriculture.

All MDA adulticiding cost, including supervision, surveillance, spray technicians, spray equipment, insecticide and supplies are 100% reimbursable to MDA.

APPROVED BY COUNTY:

APPROVED BY STATE:

 Name/Title

 Signature

 Date

Kevin Conroy, Assistant Secretary

 Name/Title

 Signature

 Date

ITEM 13

PROPOSED BUDGET WORCESTER COUNTY-MOSQUITO CONTROL CALENDAR YEAR 2023 (FY 2024 SETTLEMENT)

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APPROVED BY COUNTY:

APPROVED BY STATE:

Name/Title

Signature

Date

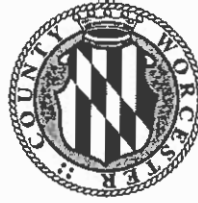
Kevin Conroy, Assistant Secretary

Name/Title

Signature

Date

TEL: 410-632-5623
FAX: 410-632-1753
WEB: co.worcester.md.us



Worcester County
DEPARTMENT OF PUBLIC WORKS
6113 TIMMONS ROAD
SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
DIRECTOR

CHRISTOPHER CLASING, P.E.
DEPUTY DIRECTOR

MEMORANDUM

**TO: Weston S. Young, P.E., Chief Administrative Officer
Candace Savage, CGFM., Deputy Chief Administrative Officer**
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: March 8, 2023
SUBJECT: Surplus Vehicles, Equipment and Miscellaneous Items

.....

Attached, for your approval and to comply with Worcester County's Code of Public Local Laws, is a list of County-owned property proposed to be declared as surplus. The list must be advertised once a week for three consecutive weeks to notify, receive public comment and to schedule the required Public Hearing regarding the surplus government owned equipment and subsequent sale of the equipment on the Gov Deals auction site. Once the Public hearing has been held and the County Commissioners agree to declare the equipment as surplus, DPW Fleet Management will begin the process of arranging the on-line auction of the surplus property.

Should you have any questions in the meantime, please feel free to call me.

Attachments

cc: Derrick Babcock
Kim Reynolds, Budget Officer
Eddie, Carman, Risk Manager
Fleet Management File: GovDeals.com

**WORCESTER COUNTY
SURPLUS VEHICLE & EQUIPMENT LIST - 2022/2023**
VEHICLES

STOCK #	YEAR	MAKE	MODEL	VIN #	MILEAGE	DEPARTMENT	COMMENTS
1	2005	CHEVROLET	1500 LONG BED 2WD	1GCEC14V05Z251886	89,000	DRP	RUST ISSUES, DAMAGED BED, NO BRAKES
2	2009	DODGE	JOURNEY	3D4GG47B39T528353	150,060	DRP	RUST ISSUES, HIGH MILES, NO LONGER NEEDED
3	2009	FORD	F150 2WD	1FTRF12W89KB02886	187,885	WWW	ENGINE FAILURE, REPLACED WITH USED SURPLUS
4	2001	FORD	F450 UTILITY	1FDXF46S51EC19288	115,934	WWW	RUST ISSUES, DOES NOT RUN
5	2016	FORD	TRANSIT 250 CARGO VAN	1FTYR1ZM1GKA75261	N/A	WWW	TOTAL LOSS WRECKED CARGO VAN
6	2006	CHEVROLET	1500 LONG BED 2WD	1GCEC14X56Z111366	233,287	WWW	TOTAL LOSS WRECKED TRUCK
7	2004	CHEVROLET	MALIBU 4 DOOR	1G1ND52F94M629465	62,602	FLEET	OLD AGE, REAR LIGHT WIRING ISSUES
8	2007	FORD	EDGE	2FMDK39C87BB08929	205,210	LIBRARY	HIGH MILES, A/C INOP, SUNROOF INOP, REPLACED
9	2006	CHEVROLET	1500 LONG BED 2WD	1GCEC14X76Z111644	151,078	PARKS	DOES NOT START, REPLACED WITH NEW
10	2004	CHEVROLET	1500 LONG BED 2WD	1GCEC14V44E226379	194,250	PARKS	HIGH MILES, A/C INOP, VALVE TRAIN NOISE, REPLACED
11	2006	CHEVROLET	TRAILBLAZER 4X4	1GNDT13S162117375	149,961	EP	BRAKE LINES RUSTED, OLD, REPLACED WITH NEW
12	2005	DODGE	STRATUS	1B3EL46R85N606877	87,301	EP	OLD AGE, RUSTED OUT, REPLACED WITH NEW
13	2005	DODGE	STRATUS	1B3EL46RX5N606878	103,622	RECREATION	VEHICLE OLD, DEAD BATTERY, REPLACED WITH NEW
14	2013	CHEVROLET	TAHOE 2WD	1GNLC2E0XDR314000	N/A	SHERIFF	TOTAL LOSS WRECKED TAHOE PPV
15	2001	FORD	RANGER 2WD	1GTYR10U81TA87549	143,206	SHERIFF	SEIZED VEHICLE, DOES NOT RUN.
16	2011	FORD	EXPEDITION	1FMJU1G54BEF13785	194,634	SHERIFF	OLD AGE, HIGH MILES, TRANSMISSION SLIPPING
17	2004	FORD	EXPLORER	1FMZU73K54UA18473	N/A	SHERIFF	SEIZED VEHICLE, DOES NOT RUN.
18	2005	CHEVROLET	2500 LONG BED 4WD	1GCHK24U75E249900	246,403	ROADS	RUSTED OUT FRAME, REPLACED WITH NEW
19	2004	NEW HOLLAND	TS100A TRACTOR	ACP249377	11,000 HRS	ROADS	DOES NOT RUN, MISSING ENGINE PARTS, PTO INOP
20	1998	CHEVROLET	3500 UTILITY BODY	1GBGC34R8WE191862	222,989	SOLID WASTE	DOES NOT RUN, VERY RUSTY, REPLACED WITH NEW
21	1989	INTERNATIONAL	ROLL OFF	1HTGLC3TXKH696877	UNKNOWN	SOLID WASTE	VERY OLD SCRAP TRUCK. NOT IN SERVICE.
22	1991	INTERNATIONAL	ROLL OFF	1HTGLG3T3MH337096	UNKNOWN	SOLID WASTE	VERY OLD SCRAP TRUCK. NOT IN SERVICE.
23	2012	CHEVROLET	TAHOE	1GNLC2E02CR176449	190,000	FIRE MARSHAL	OLD, REPLACED WITH NEW

EQUIPMENT							
STOCK #	YEAR	MAKE/ DESCRIPTION	MODEL	SERIAL/ VIN #	HOURS	DEPARTMENT	COMMENTS
24		KUBOTA	F3080 DIESEL MOWER	10107	4,442	PARKS	RUNS ROUGH, MISSING PARTS
25		KUBOTA	F3080 DIESEL MOWER	11050	3,490	PARKS	DOES NOT RUN, MISSING PARTS
26		TORO	Z MASTER	314000192	3,600	PARKS	OLD, RUSTY, REPLACED WITH NEW, DOES NOT RUN
27		TORO	Z MASTER 62"	220001495	1,522	PARKS	RUNS, DECK IS RUSTED OUT, REPLACED WITH NEW
28		TORO	Z MASTER	315000198	2,100	PARKS	DOES NOT RUN, OLD, REPLACED WITH NEW
29		JACOBSEN	548-100 5FT SEEDER	32548-4955	N/A	PARKS	NO LONGER USED, OLD
30		JOHN DEERE	660 TILLER 5FT	M00660X140505	N/A	PARKS	NO LONGER USED, OLD
31		HOLE TAWG	7FT PLUG AERATOR	N/A	N/A	PARKS	NO LONGER USED, OLD
32		GANDY	7FT SEEDER	N/A	N/A	PARKS	NO LONGER USED, OLD
33	1980	SNOW TRAILER		H00344	N/A	WWW	VERY OLD, DOES NOT PASS DOT, NO LONGER USED
34	1989	HARDEE	TILT TRAILER	1H9CT110XKL059009	N/A	WWW	TRAILER EXTREMELY RUSTED, DOES NOT PASS DOT
35	N/A	UNKNOWN	RECYCLE TRAILER	UNKNOWN	N/A	RECYCLE	TRAILER EXTREMELY RUSTED, DOES NOT PASS DOT
36	N/A	HOMEMADE	UTILITY TRAILER	N/A	N/A	SOLID WASTE	EXTREMELY OLD, UNUSABLE, SCRAP
37	2007	BERKLEY	INDUSTRIAL PUMP	N/A	N/A	SOLID WASTE	TRAILER MOUNTED. INOPERABLE, NO LONGER USED
38	1986	KRUGER	EQUIPMENT TRAILER	1K9FS2727FD057728	N/A	SOLID WASTE	OLD TRAILER, DOES NOT PASS DOT, RUSTY, NOT USED
39	1997	MARATHON	RJ-400VL COMPACTOR	79468	N/A	SOLID WASTE	TRASH COMPACTOR, OLD, RUSTED OUT, INOP, REPLACED
40	N/A	MARATHON	TRASH COMPACTOR	N/A	N/A	SOLID WASTE	TRASH COMPACTOR, OLD, RUSTED OUT, INOP, REPLACED
41	N/A	MOBARK	WOOD DEBRIS SHREDDER	N/A	N/A	SOLID WASTE	VERY OLD UNUSABLE SHREDDER.
42	2006	CARGO MATE	14FT ENCLOSED TRAILER	5NHUCM4256N053362	N/A	MAINTENANCE	OLD TRAILER, REPLACED WITH NEW.
43	1994	CLASSIC	ENCLOSED TRAILER	AC217263MD	N/A	EMERGENCY SVC	OLD TRAILER, REPLACED WITH NEW.

ITEM 14

MISCELLANEOUS				
STOCK #	NO.	DESCRIPTION	DEPARTMENT	COMMENTS
44		(2) LARGE BOX FANS	MAINTENANCE	NOT USED, WORKED/REMOVED
45		LB WHITE PROPANE SHOP HEATER	MAINTENANCE	NOT USED, UNKNOWN CONDITION, WORKED/REMOVED
46		SMALL PROPANE SHOP HEATER	MAINTENANCE	NOT USED, UNKNOWN CONDITION
47		MISC OFFICE FILE CABINETS	MAINTENANCE	NOT USED, OLD
48		(2) TRACTOR SUPPLY SMALL UTILITY TRUCK TOOL BOX	PARKS	NO LONGER USED
49		HEAVY DUTY TRUCK ROLLING JACK	FLEET	NO LONGER USED, OLD
50		ROBINAIR A/C R134 MACHINE	FLEET	NO LONGER USED, OLD, REPLACED WITH NEW
51		MAYTAG A/C 9,000 BTU ON WHEELS	FLEET	NO LONGER USED, OLD, REPLACED WITH NEW
52		2006 HOPPY VISION 100 MODEL 82005 HEADLIGHT ADJUSTER	FLEET	NO LONGER USED, OLD
53		BUCKET OF USED WHEEL WEIGHTS	FLEET	OLD WEIGHTS FROM TIRE CHANGES
54		USED 6 INCH WATER VALVES	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
55		(2) SMALL ELECTRICAL AIR COMPRESSORS	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
56		EATON EXTERNAL ELECTRICAL TRANSFER SWITCH	MAINTENANCE	NO LONGER USED, OLD, REPLACED WITH NEW
57		POULAN PRO CHAINSAW, FARM PRO 375	MAINTENANCE	INOP, OLD, DOES NOT RUN
58		HP DESIGNJET 800PS PRINTER, HP DESIGNJET 5500PS PRINTER, RICOH FW750,	LIBRARY	NO LONGER USED, OLD, REPLACED WITH NEW
59		6 COMPUTER MONITORS	IT	NO LONGER USED, OLD, REPLACED WITH NEW
60		44 MISC LAPTOPS	IT	NO LONGER USED, OLD, REPLACED WITH NEW
61		57 COMPUTERS, BASE STATION ONLY	IT	NO LONGER USED, OLD, REPLACED WITH NEW
62		COMMERCIAL IMPERIAL STOVE	COA	NO LONGER USED, OLD, REPLACED WITH NEW
63		COMMERCIAL CHILLER FOOD PREPERATION STATION	COA	NO LONGER USED, OLD, REPLACED WITH NEW
64		COMMERCIAL SIZE ICE CREAM BAR FREEZER DISPLAY	RECREATION	NO LONGER USED
65		WALL MOUNTED GLASS DISPLAY CASE	RECREATION	NO LONGER USED, OLD, REPLACED WITH NEW
66		CLIPPER CONCRETE SAW	ROADS	NO LONGER USED, OLD, REPLACED WITH NEW
67		USED CORRUGATED METAL PIPE SECTION 4FTX11FT	ROADS	USED PIPE NO LONGER NEEDED. REPLACED WITH NEW
68		STACKABLE CHAIRS	LIBRARY	NO LONGER USED, OLD, REPLACED WITH NEW
69		(2) KUBOTA TRACTOR REAR WHEELS	SOLID WASTE	NO LONGER USED
70		(10) SMALL COMPRESSOR TANKS / BUBBLER SYSTEMS	WWW	NO LONGER USED, OLD, REPLACED WITH NEW



The Board of Education of Worcester County
6270 Worcester Highway | Newark, Maryland 21841
Telephone: (410) 632-5000 | Fax: (410) 632-0364
www.worcesterk12.org

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March 13, 2022

Mr. Weston Young
Chief Administrative Officer
Office of the County Commissioners
Worcester County Government Center
One W. Market Street, Room 1103
Snow Hill, MD 21863-1195

Dear Mr. Young:

The Board of Education is scheduled to adopt our proposed FY24 Operating Budget on March 21, 2023. The proposed FY24 budget will not include any items identified as non-recurring.

Please contact me with any questions regarding this information.

Sincerely,

Louis H. Taylor
Superintendent of Schools



Mohammed Choudhury
State Superintendent of Schools

To: Local Superintendents of Schools
County Administrators
School Finance Officials

From: Justin Dayhoff
Assistant Superintendent of Financial Planning, Operations, and Strategy

Date: February 17, 2023

Subject: Requests for Nonrecurring Cost Exclusions

Local governments are required to provide funding to local education agencies that meets or exceeds the prior year’s highest local appropriation, on a current year per-pupil basis. In some cases, local governments may want to make additional, one-time investments in the local education agency. Sections 5-235(e) and 5-235(f) of the Blueprint for Maryland’s Future provide for the exclusion of qualifying non-recurring costs from the highest local appropriation to the school operating budget.

Local governments identify non-recurring cost items, confer with local education agencies, and submit the signed non-recurring cost exclusion request to MSDE. The fiscal Year 2024 requests are due to MSDE on or before March 31, 2023. MSDE will review requests based on the requirements of COMAR 13A.02.05.03 and provide decisions to local governments and local education agencies by May 1, 2023.

For Fiscal Year 2024, the form (in excel) is attached and provides drop-down menus to select the allowable categories and associated object/type of non-recurring cost exclusion. A description is required for each cost item and should clearly indicate why the cost qualifies as non-recurring. Lack of detail can impact the final decision as well as the timing of the response. The county government and the school board should confer about each item.

The local government completes and signs the form, and provides it to the local education agency, which completes and signs the form, and returns it to the local government. The local government submits the completed, signed request to MSDE. Each entity should retain a copy of the signed form.

An electronic version of the form will be provided via e-mail. Please contact Donna Gunning at donna.gunning@maryland.gov or 410-767-0757, or Joanne Killian at joanne.killian@maryland.gov or 410-767-4044 with any questions or concerns.



Office of Tourism & Economic Development
107 West Green Street, Snow Hill, MD 21863
(410) 632-3112 • www.MarylandsCoast.org

Memorandum

To: Weston Young, CAO
Candace Savage, Deputy CAO

From: Melanie Pursel, Director, Office of Tourism and Economic Development

Copy: Worcester County Commissioners, Dallas Baker, Director Public Works, Kelly Rados, Director Parks and Recreation, Bob Mitchell, Director Environmental Programs, Jennifer Keener, Director DRP, Kim Reynolds, Budget Officer

Date: March 14, 2023

RE: TCC grant- request to change project manager/scope of work for Greenways/Bikeways Study

After reviewing the greenways/bikeways project that was submitted and approved as part of the Tri County Rural Maryland Grant, we have determined that this project would be best suited to come under the county's management. Currently the project was to be managed by the Lower Shore Land Trust, however, with the county's involvement with bikeways as well as the individual municipalities in various states of bikeway development, we would like to manage this project under the Office of Tourism and Economic Development, with guidance from DRP, Public Works, Environmental Programs and Parks and Recreation. The goal is to simplify the scope of work and to engage with a professional consultant to study existing bikeways, greenways/walkways throughout the county and make recommendations for connections at various points throughout the county. The end product would be a comprehensive Master Bikeways plan for Worcester County, which currently does not exist. This plan will also help in attaining additional grant monies for engineering and construction moving forward. The budget would remain the original \$100,000 that the commissioners allocated. If the project comes in under budget, we can reallocate funds to any of the existing county projects that were approved. I am requesting that a change order be approved to submit to the TCC, placing this project under the county's management.

Kindly let me know if you have any questions regarding this request.

Elements for Worcester County Trail and Greenways Master Plan

The Worcester County Comprehensive Plan – Chapter 3

Green infrastructure protection provides the following benefits: • Improves property values, provides tourism opportunities, attracts businesses, and reduces public costs • Provides a more balanced protection land for recreation and agriculture while protecting ecological services that help clean the air and water.

- Recreational corridors: purchased/protected primarily for recreation. These corridors contain at least a minimal natural buffer affording some ecological and/or habitat benefits.
- Connectors: walkways or on-road routes in heavily built environments that provide key connections between or within greenways corridors.

“Recommendation 1: Develop a county greenways plan that integrates bike and pedestrian paths with hubs and corridors of protected land t networks to a permanently protected greenways system (pg. 57).”

[Land Use Preservation Parks and Recreation Plan – 2022 Update](#)

Supported by citizen feedback and spatial and demographic analysis previously described, Worcester County’s Program Open Space funding priorities for the next five years:

“2. Additional passive recreation space and trails within the county, assessing all current park locations for growth.”

This project would create a master plan to enhance transportation infrastructure to provide economic, health, and community benefits by improving access to recreational and natural resources, preserving and using existing transportation and utility corridors.

Creating infrastructure plan for active transportation that provides multi-modal access for workforce, recreation, and physical activity. The project will produce a connected greenway and trail plan with implementation recommendations for phasing and securing state and federal funding to build the infrastructure.

Draw on current and past mapping and activity data on existing routes to determine where the greatest impact can be achieved and where connections need to be created or improved to provide access to recreational and cultural assets and business activity centers.

Review status of rail lines and utility corridors for potential trail uses. Identify easement, ownership, and acquisition issues for consideration including rail-banking and shared used.

A major deliverable of the project will be a prioritized plan for the development of off-road trails, improved road crossings, and connection of existing and planned trails and shared use paths.

Engage key stakeholders in local government, business and citizen groups, homeowner associations, major employers, and recreational groups to for input, ideas and concerns. Worcester County Bike and Pedestrian Coalition includes many of these. Review public input and comments from recent and

current planning efforts including the Land Use, Preservation, Parks and Recreation Plan and the current public input process for the Comprehensive Plan Update.

Review existing Bikeway and Trails Plans within Worcester County and in adjacent jurisdictions and recommend potential connections to these trail and shared use networks including:

Berlin Bikeways Master Plan

Snow Hill Bikeways Plan

Ocean City Strategic Bike and Pedestrian Plan

Somerset County – Trail Mix

City of Salisbury – Master Plan for Active Transportation (Wicomico/Salisbury MPO)

Southwest Sussex County (Delaware) Bicycle Master Plan

Eastern Shore of Virginia Rail Trail (Virginia- Accomack-Northhampton Transportation District)

Review SHA PEL Study for the Route 90 Project to consider and recommend connections from Ocean Pines to Ocean City on potential bike/pedestrian shared use corridor.

Consult with the Eastern Shore of Virginia Regional Trail Network, led by Eastern Shore Land Conservancy, on plans and priorities for seeking federal funds.

Consultants that may be invited to bid:

Toole Design—a nationally recognized active transportation planning and design firm. Toole has been actively involved on the Lower Shore of Maryland, consulting and developing master plans for Ocean City, Snow Hill, and Salisbury MD.

Wallace Montgomery – recently engaged by Worcester County to work on public outreach for the Comprehensive Plan update. The firm also has experience in transportation, bikeways, trail infrastructure planning.

Century Engineering – is working with Salisbury/Wicomico MPO. Developed the SW Sussex County Bicycle Master Plan which is in public comment process now.

Additional firms recommended by MD State Highway Administration

Rural Maryland Economic Development Fund
Project Change Order

Project Name _____

Project Administrator _____

Project Administrator Primary Contact _____

Phone Number _____ Email _____

Date _____

Instructions: Complete all sections below that are applicable to the requested Project Change Order.

Project Change Order Summary (100 words or less)

Describe changes to the expected outcomes of the project with the Project Change Order.

Describe any changes to the anticipated economic development impact of this project due to the Project Change Order.

Does the Project Change Order impact other funds that were included in the original project application? Describe the change to any other funds being leveraged and their source.

**Rural Maryland Economic Development Fund
Project Change Order**

Does the Project Change Order impact any partnerships that were included in the original project application? Describe the change to any partnerships that will be leveraged for this project.

Describe any changes in the way success and/or economic impact will be measured as a result of the Project Change Order.

Does the Project Change Order impact project timeline and key milestones that were included in the original project application? Describe the change to any project timelines and key milestones.

- Attach any other supporting materials that would be useful in understanding the project change order, such as feasibility studies, local economic development strategic plans, or other related document.
- Complete Attachment A: Proposed Budget Change Order and Attachment B: Project Change Order Budget Narrative.

Rural Maryland Economic Development Fund
Project Change Order

Attachment A: Proposed Budget Change Order

Show all applicable Project Change Order budget amounts (leave blank if no budget changes). Note this sheet does not automatically calculate totals.

Estimated Expenses	Funds Approved	Revised Request	Increase/ Decrease	Justification: Provide a narrative that explains the requested change in each budget line item. Be concise but complete.
A. Salaries & Wages				
B. Fringe Benefits				
C. Travel				
D. Equipment				
E.				
F.				
G.				
TOTAL DIRECT COSTS				
H. Other Costs				
Materials & Supplies				
Pubs./Documentation				
Consultant Services				
Subcontracts				
Other:				
Other:				
Other:				
TOTAL OTHER COSTS				
TOTAL Project Cost*				

*Total Project Cost should equal the sum of Direct Costs and Other Costs



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request for a Public Hearing – Sale of Two Surplus Properties

In accordance with the provisions of Section CG 4-403, I am requesting a public hearing be held for the sale of two County-owned properties. The first property, formally known as the Liquor Control Warehouse, is located at 5363 Snow Hill Road, Snow Hill, MD. The second property, formally known as the Economic Development Building, is located at 100 Pearl Street, Snow Hill MD.

Proposal documents were advertised and required to be submitted no later than Wednesday, March 8, 2023 at 2:30pm. One proposal was received for the Liquor Control Warehouse from Talkie Communications in the amount of \$380,000. Two proposals were received for the former Economic Development Buildings. The first proposal was from Davis Strategic Development in the amount of \$125,000 and the second proposal was from Garibay Construction in the amount of \$280,000. Garibay Construction indicated their offer was a cash offer. I have attached all three proposals for your review. I have also attached information on the estimated values of each building.

Should you have any questions, please feel free to contact me.

Additional Information Requested – Sale of Two Surplus Properties

Liquor Control Warehouse

- Appraised Value 2018
 - \$1,250,000 “Prospective” fair market value with cured deferred maintenance
 - \$990,000 “As Is” Fair Market Value
- Assessed Value
 - \$965,400 as of phase-in assessment 2017-2020 (information included in 2018 appraisal)
 - \$624,600 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Cost
 - \$260,000 per 2018 appraisal

Economic Development Building

- Appraised Value
 - Appraisal has not been completed
- Assessed Value
 - \$269,300 as of 1/1/23 (per MD SDAT website)
- Estimated Repair Costs
 - Structural repair costs - \$88,000
 - HVAC - \$298,925

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 2/10/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Warehouse Facility – Prior Liquor Control Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **5363 Snow Hill Road, Snow Hill, Maryland 21863**. \$ 380,000

Talkie will be creating jobs and bringing Fiber Internet to the county. The office is very important.

* The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Talkie Communications, Inc

Firm Address: 99 Talbot Blvd

City/State/Zip: Chestertown, Maryland 21620

(844) 582-5543 Telephone

N/A Fax

billing@talkiefiber.com Email



Signature

Andre DeMattia

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER’S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Andre DeMattia am the co-ceo
(Printed Name) (Title) and

the duly authorized representative of the Developer of:
Talkie Communications, inc

(Name of Firm) whose
address is:

99 Talbot Blvd Chestertown MD 21620
(Street)

(City/State/Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Developer for which I am acting.

Except as described below, neither I nor the above Developer, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State “none” or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.



Signature

Andre DeMattia

Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Talkie Communications, Inc

TYPE OF COMPANY (circle one):

ADDRESS: 99 Talbot Blvd

*Sole Proprietorship

Chestertown, Maryland 21620

*Partnership

*Corporation

FEIN#: 47-2983573

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
<u>Andre DeMattia</u>	<u>CEO</u>	<u>50%</u>

<u>Andrew DeMattia</u>	<u>CEO</u>	<u>50%</u>
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INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
------	-------------	--

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	X _____
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	X _____
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	X _____
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	X _____

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Andre DeMattia

SIGNATURE: *Andre DeMattia*

DATE: 2/10/23

WITNESS: _____



SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Andre DeMattia _____ being first duly sworn, deposes and says that:

- 1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Talkie Communications, the Developer that has submitted the attached Proposal Document;
- 2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
- 3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
- 4. Neither the said Developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
- 5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
- 6. Signed, sealed and delivered in the presence of:

Witness

Witness

By: Andre DeMattia

Signature
Andre DeMattia

Printed Name
CEO

Title



March 8th, 2023

To: Worcester County Government

Attn: Nicholas Rice

RE: Purchase and Upgrades to 100 Pearl Street

We respectfully submit to you the following Request for Qualifications related to the purchase and redevelopment of the 100 Pearl Street Snowhill MD 21863.

Please contact us with any questions you may have related to the attached materials.

Sincerely,

Bret Davis
Co-Owner
Davis Strategic Development



Davis Strategic Development

Response to

Request for Expression of Interest (REOI)
Worcester County Council

SnowHill, Maryland

March 8th, 2023

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Developers Comprehensive Plans

The Davis Strategic Development team is looking to purchase the property located at 100 Pearl street. We are open to different uses for the property but our ideal use is retail for the first floor, with the second and third floors either kept as office or remodeled into apartments.

Parking/ Traffic: This building has no parking so it will require all of its users to walk from nearby lots or park on the street.

Noise/ Construction: All construction and work performed on the building will be done during the day to adhere to quiet hours for the town of Snow Hill.

We understand that this project has many moving parts. We want to be as open minded as possible entering this phase.

Purchase Price: \$125,000

Timeline:

- Leasing phase 7/1/23 - 12/1/23
- Construction as needed 10/1/23 - 10/1/24

Letter of Interest

Construction - Davis Strategic wants to utilize the current facade and remodel the interior while upgrading lighting/ chandeliers, additional signage, and repairing/ repainting all of the trim work are all part of the upgrades we think would restore the facade.

For the interior construction we will retain all of the current rooms and simply upgrade to the existing finishings. We would like to bring some more modern colors to the interior while paying homage to the history of the building.

We understand that this requires a 'boots on the ground' approach which we are very well equipped to undertake utilizing our existing relationships in the community and our team's experience performing grassroots style community engagement.

*Would attempt to purchase all of the neighboring properties to add to the scale of the project.

Local Relationships - Our regional and state level relationships will also support our team's involvement in the development of the building. We currently have a strong working relationship with the Department of Housing & Community Development, and other funding sources such as the state legislature which will aid the project.

Understanding the local market and social climate in Snowhill, as well as regionally on the Eastern Shore of Maryland, will be critical to fulfilling the 'promise' of a vibrant downtown that connects to other key destinations and assets rather than in competition. The Davis team has worked closely with both small and large businesses to secure tenancy and help grow new businesses in less than ideal environments, often leading to a dynamic economic development approach. In each community, we work in partnership with local government representatives and local business organizations to achieve mutual community and project goals. This often requires a significant degree of creativity and flexibility as well as a team focus on what's best for the community over individual interests.

Property Management - Davis Strategic Development operates a separate property management division under the name 'Davis Strategic Management'. Our team currently manages over 1,000,000 square feet of property. Our footprint currently extends from Snow Hill and Pocomoke, through the Mid Shore and Delaware, up to downtown Wilmington, DE.

Our team is capable of providing property management for the property post construction, including putting a satellite office/ staff on site to ensure this site is kept up for decades to come. We would utilize an onsite staff member but utilizing a contactless key system we can keep down the labor cost that is normally crippling to hotels of this size and nature.

The management of the hotel will be handled directly by our team going from financing, to construction, to management and operation. We currently employ 6 full time construction staff whom handle any maintenance or upkeep that comes up. We also employ 2 full time cleaning staff, but we would plan to hire additional staff to fulfill that role moving forward.

Broadband Connectivity - Simple Fiber, a sister company to Davis Strategic Development / Management, is a trusted internet provider on the Eastern Shore and a Delmarva Broadband Cooperative member currently serving several municipalities. Simple Fiber would be willing to run 100% of the conduit and infrastructure needed for this site to have 100% fiber optics to every unit as part of our involvement in the project.

Project Team

Development Team

BRET DAVIS

Owner / Lead Developer
Davis Strategic Development

ABOUT - Bret graduated from Salisbury University in 2013 with a bachelor's degree in International Business Administration. During his enrollment he began investing in homes throughout the area and building a rental portfolio, while simultaneously becoming a licensed realtor. Mr. Davis leads a real estate sales team of 6 agents and has overseen the redevelopment of dozens of commercial real estate projects. Mr. Davis now manages a portfolio of over 50 commercial buildings. In 2019 Mr. Davis partnered with Kirk Davis and Brice Perdue to launch Simple Fiber, a internet service provider based on Maryland's Eastern Shore. This network currently serves several local municipalities including the City of Salisbury and Town of Denton which plans to expand in Pocomoke and Princess Anne. Resume attached below.

ROLE - Bret will be the lead developer for our team and will handle coordinating the various aspects of the project among the different departments of our companies. Bret will oversee the high level financials as well as ensuring that communication amongst different departments is carried out properly.

KATIE CLENDANIEL

Project Development Specialist
Davis Strategic Development

ABOUT - Ms. Clendaniel is an economic and community development professional operating in the public / non-profit sector on Maryland's Eastern Shore for the last 13 years. She has experience with project management, grant writing and administration, capital development and financial management, and destination development / destination marketing. Much of her professional career has focused on cultivating public/ private partnership projects and has worked extensively with various federal and state public funding sources in support of economic development of distressed or disadvantaged communities. She is a certified Real Estate Development Finance Professional by the National Development Council and comes

with an in-depth knowledge of the Eastern Shore of Maryland. Resume attached below.

ROLE - Ms. Clendaniel currently works within Davis Strategic Development on securing and coordinating special funding sources, performs project management, walks projects through relevant approval processes, works to develop specialized rehabilitation / development plans..

Key Team Members

CHUCK CAMPBELL

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - A local real estate consultant that specializes in commercial and residential investment properties. Mr. Campbell has a background in construction and development on the Eastern Shore of Maryland and in Delaware. Mr. Campbell has helped clients use the assets they have to generate more income as well as thinking outside the box when acquiring new assets and projects. His local knowledge & 10+ years of experience in the real estate industry has provided him with an insight into the development and direction of the region.

ROLE - Mr. Campbell will form part of the team working to identify and lease available spaces and units.

DARRELL WALKER

Commercial/Residential Real Estate Consultant
The Davis Strategic Team of Keller Williams Realty of Delmarva

ABOUT - Handling both leasing and sales, Mr. Walker has been with the Davis Strategic team 3 years as a Commercial Real Estate Consultant. Mr. Walker has worked closely with clients to advance their business endeavors and investment opportunities. Mr. Walker enjoys connecting with others and discovering where help can be provided and has found this to be the catalyst to not only being a good person but successful as a real estate consultant.

ROLE - Mr. Walker will form part of the team working to identify and lease available spaces and units.

Our Capacity

Existing Development Commitments

Below is a list of the existing projects that Davis Strategic Development is currently engaged in or anticipates undertaking in the next year.

1. 153 Market Street, Pocomoke, MD | Commercial | \$1,900,000
2. 11777 - 11763 Somerset Ave., Princess Anne, MD | Mixed-Use | \$5.5 M
3. 510 West Road, Salisbury MD | Commercial | \$2.5M
4. Pocomoke Firehouse, Pocomoke MD | Mixed-Use | \$1.2 M
5. Cambridge Academy Schoolhouse, Cambridge MD | Residential | \$1.25M
6. 415 Race Street, Cambridge MD | Mixed-Use | \$475,000

At any one time the company has 5 +/- active development projects of various sizes underway, with other additional projects being secured for future development pipeline.

Our Development Team

Who We Are - Davis Strategic Development is a small company that engages a team of staff that complete each component of the development process. Below is a description of our current capacity to undertake our existing commitments and any future role in the Cambridge Harbor development.

Our team includes several in-house capabilities on staff.

- 3 project development / management specialists including 1 full time dedicated property management coordinator
- We employ 7 full time construction staff, 1 general contractor / supervisor, and our company co-owner Kirk Davis supervises all construction activities, construction planning, and oversees all construction team accountability.
- Our accounting team totals 3 full-time staff managing AP / AR, payroll, financial reporting, and bookkeeping.
- Our sales team includes 1 sales and marketing manager overseeing 6/7 realtors on the sales team.

Outside of our existing in-house staff capability, we work closely with a variety and mix of architects, civil and structural engineers, and construction sub-contractors to complete all other project development work.

Team Coordination - Our team works closely and collaboratively and are coordinated with weekly team and project specific accountability mechanisms in place to keep our work and targets on track.

Our Experience

Below we have provided you with a 1 page snapshot of a series of completed and active development projects in our portfolio. These 'reference projects' represent a mix of projects that we undertake, with emphasis on projects that demonstrate our interest and experience in public/private collaborations.

REFERENCE PROJECT - One Plaza East

Address: 100 E. Main St, Salisbury, MD 21801

Property Type: Multi-Use Commercial (Office and Retail)

Year Built: 1923

Building Size: 47,366 Sq Ft (39,573 sq ft owned)

Construction Timeframe: Completed in phases between 2016-2020

Project Description: Between 2015-2020 our team acquired six floors and the basement of the One Plaza East building for \$1.783mm. An additional \$1.25mm was spent in development costs as each floor was demolished, upgraded to modern standards, and then re-leased out to mostly national tenants. Today, One Plaza is 100% leased with an annual rent roll of ~\$500,000 and is home to tenants including Edward Jones, the Bank of Delmarva, Mogan's Oyster House and many others.



Purchase - \$1.783mm

Development Costs - \$1.5mm

Debt Source - Provident State Bank, Farmers Bank of Willards & Hebron Savings Bank

REFERENCE PROJECT - 2326 Goddard Parkway

Address: 2326 Goddard Pkwy, Salisbury, MD 21801
Property: Multi-Use Commercial (Office and Retail)
Year Built: 1910
Building Size: 27,115 Sq Ft
Construction Timeframe: Completed in 9 Months

Project Description: Goddard Parkway was purchased for \$1.35mm in 2017 and was under 40% occupied at acquisition. Our team spent \$675,000 and completely remodeled the space to include a new facade, monument sign and conducted build-to-suit remodels for each of the units. Occupancy was brought up to 100% with long-term stabilized leases and the property was sold in 2021 for \$2.5mm.



Purchase - \$1.35mm
Development Costs - \$675,000
ARV - \$2.5mm
Debt Source - \$1.85mm (First Shore Federal)

REFERENCE PROJECT - Independence Hall

Address: 11779 Somerset Ave, Princess Anne, MD 21853

Property: Multi-Use Commercial (8 Unit Multifamily and 5 Unit Retail)

Year Built: 1910

Building Size: 11,550 Sq Ft

Construction Timeframe: Completed in 12 Months

Project Description: The historic Independence Hall was purchased by our team in 2019 for \$425,000. Upon acquisition, \$125,000 was spent renovating the residential units as they turned over, in addition to adding decks for the upstairs units. The interior units were brought up to modern standards while preserving the historic facade. All-in-all we were able to lease the apartment units after renovations and increase the annual rent roll by ~\$20,000. In summer of 2020 this property appraised for \$920,000 and has an estimated valuation of over \$1mm today.



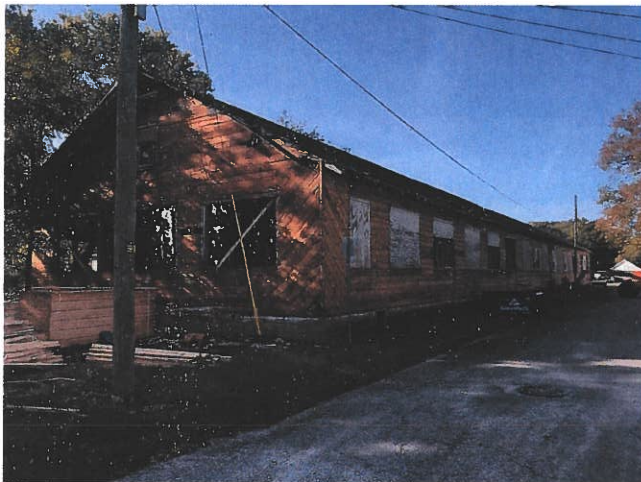
Purchase - \$475,000

Development Costs - \$125,000

Debt Source - \$396,000 (Hebron Savings Bank)

REFERENCE PROJECT - The Garment District Apartments**Address:** 123 West Main St, Fruitland, MD 21801**Property:** 9 Unit Multifamily Residential**Year Built:** 1935**Building Size:** 8,800 Sq Ft**Construction Timeframe:** Completed in 12 Months

Project Description: The Garment District property was previously a dilapidated shirt factory in Fruitland, Md and was purchased for \$20,000 in 2020. The previous structure was demolished down to the foundation and then reconstructed as a nine unit upscale apartment complex. In total \$1mm was spent in construction costs, and upon completion the project was 100% leased within one month at an average rent/unit of \$1,250/mo. Upon stabilization, the property was recently appraised for \$1.37mm.

**Purchase - \$20,000****Development Costs - \$1mm****Debt Source - \$785,000 (M&T Bank)**

REFERENCE PROJECT - North Park Garden Apartments

Address: 304 Glen Ave, Salisbury, MD 21804

Property: 52 Unit Multifamily Residential

Year Built: 1953

Building Size: 40,981 Sq Ft

Construction Timeframe: Ongoing on a rolling basis

Project Description: North Park Gardens is a 52 unit apartment complex that was purchased by our team in 2021 for \$4.25mm. The property is currently 98% leased and we are conducting renovations to the units as they turnover, including installing in-unit washers and dryers, new appliances and upgraded cosmetics. Average in-place rents sit at \$700/mo. and we were able to recently rent out the first of the renovated units for \$1,250/mo. Future development plans for the property include renovating the facades, continuing to upgrade to the units as they turnover and new construction of an additional 24 unit complex.



Purchase - \$4.25mm

Development Costs - \$225,000 (LTD)

Debt Source - \$3.65mm (Bank of Delmarva) & \$425,000 (Seller Financing)

REFERENCE PROJECT - Campbell Soup Factory**Address:** 510 West Rd, Salisbury, MD 21801**Property:** 138,010 sq ft warehouse**Year Built:** 1950**Building Size:** 138,010 Sq Ft**Construction Timeframe:** Phase I Strategic Demo and lease up completed in 2023

Project Description: Our team purchased the former Campbell Soup factory for \$1.3mm in August 2022 with roughly 36% vacancy and plans to redevelop the existing vacant space for a large warehouse user. Since acquisition we had one of the previously occupied spaces become vacant and were able to sign Chesapeake Shipbuilding, one of the largest employers in the area, to occupy the unit after our team conducted a fit out. The property was recently awarded a \$500,000 Strategic Demolition grant through DHCD for strategic demo and removal of old machinery.

**Purchase - \$1.3mm****Development Costs - TBD****ARV - TBD****Equity Source - Bret Davis, Kirk Davis & Marc Kalikow****Debt Source - \$1mm (NCALL Loan Fund) & \$250,000 (Seller Financing)**

REFERENCE PROJECT - Pocomoke Firehouse**Address:** 5 Fifth St, Pocomoke, MD 21851**Property:** Multi-Use Commercial (9 Unit Multifamily and 1 Unit Retail)**Year Built:** 1950**Building Size:** 10,550 Sq Ft**Construction Timeframe:** Completed in 2023

Project Description: The former Pocomoke Firehouse was purchased by our team for \$5,000 from the Town of Pocomoke in June 2022. The property was formerly occupied by the town's fire department until 2008 and has been vacant since. Our team is beginning an estimated \$1.2mm historic rehabilitation that will create a first floor retail space along with a residential unit and a data center for our in-house ISP, Simple Fiber. The second floor will become 8 loft-style residential units with premium finishings and full floor to ceiling windows. Our team has already secured ~\$257,000 in MD historic tax credits/grants with an additional \$250,000 in Federal historic tax credits in the pipeline.

**Purchase - \$5,000****Development Costs - \$1.21mm****Debt Source - \$1.21mm (Farmer Bank of Willards)**

REFERENCE PROJECT - Cambridge Academy Schoolhouse

Address: 201 Mill St, Cambridge, MD 21613

Property: 8 Unit Multifamily Residential + 10 Duplexes

Year Built: 1903

Building Size: 6,760 Sq Ft

Construction Timeframe: Schoolhouse completed in 2023

Project Description: The former Cambridge Academy school building was purchased by our team for \$295,000 in March 2022. The property was formerly occupied by various schools over the course of its 100+ year history before becoming vacant in the late 1990's. Our team is beginning an estimated \$1+mm historic rehabilitation that will create 8 residential units in the existing structure with plans to also construct 10 duplex units on the remaining land at the rear of the parcel. This project has been awarded \$250,000 in Maryland historic tax credits with additional Federal historic tax credits and grants in the pipeline.



Purchase - \$295,000

Development Costs - \$1.08mm

Debt Source - \$1.08mm (First Shore Federal)

Financial Capacity to complete the project

Sourcing Financing - Davis Strategic has sourced financing for over 40 commercial development projects and has relationships with over a dozen lenders locally allowing financing for a wide range of projects. We have also utilized state funding to raise over \$1 million dollars in additional financing from the state in 2022 alone.

Identifying Capital Investment - Davis Strategic works with lots of different investors who can offer capital for projects like this. Davis Strategic has over \$45 Million dollars in assets and will utilize our cash and equity for raising any additional capital needed for this project. We will be looking to leverage state and federal grant funding to redevelop the hotel and make all of the needed improvements.

Deal Structure - We understand there are a lot of moving parts to this sale so we would rather find out what structure makes sense for the project rather than us imposing our plan on the site. We are open to all types of structures and have the ability to float the work and capital needed to meet a wide variety of approaches.

Financial References

Commercial Lender

#1
Gene Malone
(443) 783-5530
gmalone@firstshorefederal.com

#2
Bill Turner
(443) 260-4780
bill.turner@fbwbank.com
mkalikow@kalikowbrosrealty.com

Financial Partners

#1
RamaKrishna Nuthi
(856) 803-7075
madhavi909@hotmail.com

#2
Mark McDermott
(914) 629-5307

Financial Statements - Can be supplied during the study phase.

Additional Background

BRET DAVIS

240-994-6481 | bdavis@davis-strategic.com
LEAD REAL ESTATE DEVELOPER

STRENGTHS

Demonstrated history of working collaboratively with Eastern Shore municipalities, higher education & health institutions, and small businesses. Creative and flexible thinking has led to dynamic local partnerships revitalizing Eastern Shore and Delaware communities, and growing small business footprints in economically distressed markets. Examples include partnerships with Princess Anne UMES led to building an offsite community engagement space in their downtown Main Street district and also expanding their quality of student housing. Expansion of the Simple Fiber company infrastructure footprint has led to partnerships in place with the cities of Salisbury and Denton. Strengths include developing cooperation between many different and sometimes opposing parties in order to progress a deal or development of a project.

EXPERIENCE

Bret Davis Owner / Principal

Davis Strategic Development c. 2014 - CURRENT Salisbury, MD

Co-founder of a residential and commercial real estate development and management company with an asset footprint across the Eastern Shore of Maryland and Delaware.

- Coordinate architects, engineers, and independent contractors to ensure quality and timely completion of work.
- Create budgets and property analysis for prospective projects
- Work with tenant businesses to design commercial spaces to suit their unique business needs.
- Identify and align financing and investment partnerships

Adjunct Instructor

Wor-Wic Community College c. 2013 - CURRENT Salisbury, MD

Teach business classes which were created by the instructor to provide students with a thorough understanding of investing, and real life real estate development training.

Realtor

Keller Williams Realty of Delmarva c. 2013 - CURRENT Salisbury, MD

Licensed real estate consultant under Keller Williams Realty of Delmarva working with commercial and residential properties.

- Manage a team of agents, and budget for expenses, marketing and coordinate all team activity.
- Developed systems for handling real estate transactions which allowed agents and admins to coordinate the sales process with various clients in the area.



Intern

Commodity Futures Trading Commission

c. 2011

Salisbury, MD

Handled logistics for the building as well as the events set up for the CFTC

- Managed approximately 60-80 employees per night event, including
- Managed daily accounting activities to include payroll, vendor payments, and collections.

EDUCATION / LICENSES

Maryland Real Estate License

Keller Williams of Delmarva | 2013 - current

Bachelor of Arts Business Administration (BA)

Salisbury University, Maryland | 09/2008 - 05/2013

KATHLEEN "KATIE" CLENDANIEL

c. 443-205-5364 | kclendaniel@davis-strategic.com
PROJECT MANAGEMENT & PUBLIC COORDINATION

STRENGTHS

Bridging Connections

I have worked at the intersection of complex problems within various communities. My strength lies in assessing the core root of any problem and working to tackle it one small piece at a time.

Project Management

From project proposal to completion I have worked in both program and capital project management across various industries.

Financial Management

Over 14 years experience in grant management, budget management, estimation, reporting, proposal development, and regulatory oversight

Communication & Leadership

Understanding systems, assessing and communicating challenges, facilitating team collaboration in problem solving complex community issues.

EXPERIENCE

Project Development Specialist

Simple Fiber / Davis Strategic Development
MD

c. 04/2022 - Ongoing

Salisbury,

A Fiber Broadband company; A Real Estate Development, property management, real estate sales firm

- Project Manager for Historic Tax Credit related projects
- Coordinate & prepare submissions for grant related projects and historic tax credits
- Work directly with planners, engineers, architects, and finance professionals to coordinate proposals and project execution
- Support the broadband fiber team

Marketing & Destination Development Specialist

Queen Anne's County Economic & Tourism Development

c. 12/2020 - 04/2022 Chester, MD

Destination Development focusing on "placemaking", outdoor recreation, history / heritage, and the arts, marketing & communications, strategy development, & implementation.

- Technical assistance & relationship building with local stakeholders
- Product development supporting economic development through travel & tourism
- Grant writing, management and reporting

Executive Director

Cambridge Main Street / Downtown Cambridge

c. 10/2016 - 11/2020 Cambridge, MD

A small grassroots oriented non-profit organization dedicated to downtown revitalization in an economically distressed community. Managed all aspects of financial / budget operations, including substantial system improvements and efficiencies, transparency in reporting, and program management.

- Oversaw all fundraising including special events, festivals, and annual appeal campaigns for an annual net income to program of approx \$80,000+ annually
- Worked with leadership, community stakeholders, & businesses to develop new brand and strategic vision for downtown, and annual strategic planning updates with the Board of Directors
- Led development of new organizational and marketing brand implementation including

developing new website, print material, and messaging / storytelling approach under "Soul of the Shore" identity.

- Worked closely with organization subcommittees, local business stakeholders, board of directors, local government, state agencies to focus and direct efforts and resources to targeted strategic goals, and published organization's first ever annual reports.
- Leadership of multiple simultaneous capital improvement projects large and small including facade & building improvement, blight elimination, and 5 creative place making/ public art projects worth over \$500,000 in grant or gift awards
- Partnered with SBDC to provide a small business development program for retail and restaurant industries and supported increased downtown occupancy, filling 10+ vacant spaces
- Led organization through COVID-19 pandemic financial and programmatic instability. Partnered closely with other economic and business support organizations to support and educate the business community.

Coordinator of Housing and Community Development

Delmarva Community Services, Inc

c. 07/2012 - 10/2016

Cambridge, MD

Large non-profit organization providing regional public transportation services, senior program services, poverty support services, and housing and wrap-around services for individuals with developmental disabilities.

- Managed special capital & programmatic projects related to facility improvement, energy efficiency, business development
- Budget development and project management of \$12-\$15M "Chesapeake Grove" community center development
- Developed and managed all special project communication to stakeholders, donors, & investors
- Grant writing and administration prepared / administered multiple private, federal, and state funding sources valued at over \$7+M.
- Managed and worked closely with engineers, architects, contractors, local government administrators, regulatory agencies, and managed all project and funding contingencies

Community Development Coordinator

Town of Easton

c. 07/2010 - 07/2012

Easton, MD

- Provide grant writing and grant administration for the Community Legacy/Sustainable Communities DHCD applications and monitor individual project initiatives
- Administrator for local affordable housing program, and other community projects as assigned
- Coordinate communications activities/media/press
- Technical assistance to 100+ businesses or non-profit stakeholders
- Coordinate various committees and Board of Advisors activities

EDUCATION

Certificate Historic Real Estate Development Finance

National Development Council | 2019 - 2020

Master Applied Anthropology (MAA) ; Graduate Certificate Historic Preservation

University of Maryland at College Park | 09/2006 - 05/2009

Bachelor of Arts Socio/Cultural Anthropology (BA)

Massey University, New Zealand | 02/2000 - 05/2004

SECTION 5: REQUIRED FORMS-FORM OF PROPOSAL

Date: March 7, 2023

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 125,000.00

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Davis Strategic Acquisitions

Firm Address: 318 West Carroll St. Salisbury MD 21801

City/State/Zip: _____

410-844-4160 Telephone

b.davis@davis-strategic.com Fax
Email



Signature

Bret Davis

Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Bret Davis am the Owner
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Davis Strategic Acquisitions
(Name of Firm) whose

address is:

318 West Carroll St. 2nd Floor
(Street)
Salisbury MD 21801
(City/State/Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Developer for which I am acting.

Except as described below, neither I nor the above Developer, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

(State "none" or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

None

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.



Signature

Bret Davis

Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Davis Strategic Acquisitions TYPE OF COMPANY (circle one):
 ADDRESS: 318 West Carroll St *Sole Proprietorship
Salisbury MD 21801 *Partnership
 FEIN#: 88-3973017 *Corporation
 *Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
Bret Davis	Owner	50
Kirk Davis	Owner	50

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**


NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd


COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<input checked="" type="checkbox"/>
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<input checked="" type="checkbox"/>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Bret Davis

SIGNATURE: 

DATE: 3/7/23

WITNESS: 

AFFIX CORPORATE SEAL HERE

CHELSEA M HOGUE
 Notary Public-Maryland
 Wicomico County
 My Commission Expires
 February 10, 2026

SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Bret Davis being first duly sworn, deposes and says that:

1. He/she is the Owner (Owner, Partner, Officer, Representative or Agent) of Davis Strategic Acquisitions the Developer that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

C. Hogue
 Witness
C. Hogue Karen Powell
 Witness

By: Bret Davis
 Signature
Bret Davis
 Printed Name
Owner
 Title

CHELSEA M HOGUE
 Notary Public-Maryland
 Wicomico County
 My Commission Expires
 February 10, 2026



Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

410-546-1101 FAX: 410-546-9590

www.firstshorefederal.com E-mail: info@firstshorefederal.com

March 2, 2023

Worcester County Administration
 Attn: Nicholas Rice, Procurement Officer
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
 318 W. Carroll St., Suite A
 Salisbury, MD 21801



RE: Davis Strategic Development, LLC;

Dear Mr. Rice:

Bret and Kirk Davis, members of Davis Strategic Development, LLC asked that I direct this letter to your attention. We have known Bret and Kirk Davis for over five (5) years.

First Shore Federal Savings & Loan Association (FSF or the Bank) provided Commercial Construction/Permanent Loan financing to a variety of entities with which Bret and Kirk Davis are owners and/or members beginning on or about October 12, 2017. The purpose of that Construction/Permanent financing was to facilitate acquisition and considerable renovations for several commercial real estate projects located in Salisbury, MD; Denton, MD and more recently Snow Hill, MD (as it pertained to acquisition and renovation of the former First Shore Federal Savings and Loan Association branch location at Green & Pearl Streets in downtown Snow Hill). Bret Davis was the Bank's primary point of contact for those projects.

The Bank understands from Bret Davis that the prospect exists for Davis Strategic Development, LLC to pursue a number of other real estate construction and or redevelopment projects – including a project contemplated in Snow Hill, Maryland associated with the former “Economic Development Building” (now vacant) located at the northeast side of Pearl Street; Worcester County Tax Map: 0200; Grid 0009; Parcel 0069 (ID# 02-016702) - that may or may not have historical components involving Maryland Historical Tax Credits. The Bank further understands that additional financing might possibly be required to acquire, construct, renovate and/or “fit up” a project along those lines.

The Bank would be interested in evaluating a credit request from Davis Strategic Development, LLC for the purposes of financing acquisition, construction, redevelopment and/or “fit up” of a commercial property if a need arose. The Bank's level of interest would obviously be predicated upon satisfactory credit underwriting criteria, legal lending limits, prospective lease terms, cost of contemplated improvements, adequacy of cash-flows, adequacy of collateral among other things, and ultimately Loan Approval. Accordingly, this letter is not to be construed as a Loan Proposal or a Commitment to Lend.

Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis



1116 Mt. Hermon Road
 Salisbury, MD 21804
 (410) 543-0761

1315 Market Street
 Pocomoke City, MD 21851
 (410) 957-2626

11029 Racetrack Road
 Berlin, MD 21811
 (410) 208-1668

310 Franklin Avenue
 Berlin, MD 21811
 (410) 641-0350

220 Washington Street
 Millsboro, DE 19966
 (302) 934-1239

35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474

BRANCHES





Savings and Loan Association

106-108 SOUTH DIVISION STREET

P.O. BOX 4248

SALISBURY, MD 21803-4248

410-546-1101 FAX: 410-546-9590

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March 2, 2023

Worcester County Administration
 Attn: Nicholas Rice, Procurement Officer
 1 West Market Street, Room 1103
 Snow Hill, MD 21863
 c/o Bret & Kirk Davis; Davis Strategic Development, LLC
 318 W. Carroll St., Suite A
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RE: Davis Strategic Development, LLC;

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Sincerely,

Nestor T. Bleech,
 Vice President & Chief Lending Officer

CC: Bret & Kirk Davis

BRANCHES



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 (410) 641-0350

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 Millsboro, DE 19966
 (302) 934-1239

35742 Atlantic Avenue
 Millsboro, DE 19967
 (302) 537-5474



Javier Garibay

212 South Morris St
Snow Hill, Md. 21863

410-961-9070

410-258-5006

Plan for building

1st floor Commercial offices

2nd floor Convert it to a Residential Apartment

3rd floor Convert it to a Residential Apartment

Expected to be completed in six weeks

I've been in the construction business for over 20 years

We had buy, renovated and sold 5 houses here in town
built 2 and done several projects around town like the
"Potato Shed" project, currently remodeling the building on
106 Pearl St Snow Hill, Md.

SECTION 5: REQUIRED FORMS—FORM OF PROPOSAL

Date: 03/08/23

To Whom It May Concern:

We hereby submit our proposal for County owned property, described as Prior Economic Development Building as indicated in the Proposal Documents.

Having carefully examined the Proposal Document and having received clarification on all items of conflict or upon which any doubt arose, the undersigned hereby requests consideration of our firm for award of the referenced contract.

Proposal Amount for **100 Pearl Street, Snow Hill, Maryland 21863.** \$ 280,000 cash

*The Successful Proposer, within fourteen (14) calendar days from the Notice of Award, will be required to provide a deposit in an amount not less than five percent (5%) of the base bid.

Firm Name: Savier Garibay

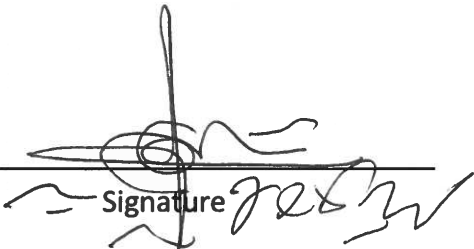
Firm Address: 212 South Morris St

City/State/Zip: Snow Hill, Md. 21863

410 961 9070 Telephone

_____ Fax

imperiacyn@gmail.com Email


Signature

Savier Garibay
Printed Name

SECTION 6: REQUIRED FORMS-DEVELOPER'S AFFIDAVIT OF QUALIFICATION TO PROPOSE (pg. 1 of 2)

I hereby affirm that:

I, Sauier Garibay am the Sole Proprietor
(Printed Name) (Title) and

the duly authorized representative of the Developer of:

Garibay Construction LLC
(Name of Firm) whose

address is:

212 South Morris St
(Street)

Snow Hill, Md. 21863
(City/State/Zip)

and that I possess the legal authority to make this affidavit on behalf of myself and the Developer for which I am acting.

Except as described below, neither I nor the above Developer, not to the best of my knowledge and of its officers, directors or partners, or any of its employees directly involved in obtaining contracts with the State or any county, bi-county or multi-county agency, or subdivision of the State have been convicted of, or have pleaded nolo-contendere to a charge of, or have during the course of an official investigation or other proceeding admitted in writing or under oath acts or omissions which constitute bribery, attempted bribery, or conspiracy to bribe under the provisions of Article 27 of the Annotated Code of Maryland or under the laws of any state or federal government (conduct prior to July 1, 1977 is not required to be reported).

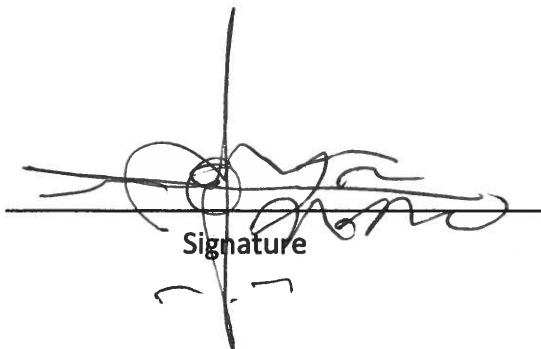
(State "none" or, as appropriate, list any conviction, plea or admission described in the paragraph above, with the date, court, official or administrative body, the individuals involved and their position with the Developer, and the sentence or disposition, if any.)

I acknowledge that this affidavit is to be furnished to the County, I acknowledge that, if the representations set forth in this affidavit are not true and correct, the County may terminate any Contract awarded and take any other appropriate action. I further acknowledge that I am executing

this affidavit in compliance with section 16D of Article 78A of the Annotated Code of Maryland, which provides that certain persons who have been convicted of or have admitted to

bribery, attempted bribery or conspiracy to bribe may be disqualified, either by operation of law or after a hearing, from entering into contracts with the State or any of its agencies or subdivisions.

I do solemnly declare and affirm under the penalties of perjury that the contents of this affidavit are true and correct.


Signature

Javier Garibay
Printed Name

SECTION 7: REQUIRED FORMS - OWNERSHIP DISCLOSURE FORM

COMPANY NAME: Garibay Construction LLC

TYPE OF COMPANY (circle one):

ADDRESS: 212 South Morris St
Snow Hill Md. 21863

*Sole Proprietorship

*Partnership

*Corporation

FEIN#: 947-75-7808

*Limited Liability Corporation

INSTRUCTIONS: Provide below the names, offices held and any ownership interest of all officers of the firm. If additional space is necessary, provide on an attached sheet.

NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

INSTRUCTIONS: Provide below the names, offices held and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.**

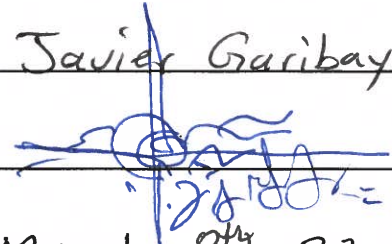
NAME	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)

OWNERSHIP DISCLOSURE FORM – cont'd

COMPLETE ALL QUESTIONS BELOW		YES	NO
1.	Within the past five years, has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	<u> X </u>
2.	Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter within the State of Maryland, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)	_____	_____
3.	Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from proposing or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
4.	Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and or managers are involved? (If yes, attach a detailed explanation for each instance.)	_____	<u> X </u>
5.	Has any federal, state or local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attached a detailed explanation for each instance.)	_____	<u> X </u>

CERTIFICATION: I, being duly authorized, hereby represent and state that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I acknowledge that Worcester County is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with Worcester County to notify the County in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement with Worcester County and the County at its option, may declare any contract(s) resulting from this certification void and unenforceable.

PRINTED NAME: Javier Garibay

SIGNATURE: 

DATE: March 8th, 23

WITNESS: Imperia Gorman



SECTION 8: REQUIRED FORMS - NON-COLLUSIVE AFFIDAVIT

Imperia Guzman being first duly sworn, deposes and says that:

1. He/she is the Owner, (Owner, Partner, Officer, Representative or Agent) of Garibay Construction LLC, the Developer that has submitted the attached Proposal Document;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal Document and of all pertinent circumstances respecting such Proposal Documents;
3. Such Proposal Document is genuine and is not a collusive or sham Proposal Document;
4. Neither the said Developer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Developer, firm, or person to submit a collusive or sham Proposal Document in connection with the Services for which the attached Proposal Document has been submitted; or to refrain from proposing in connection with such Services; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Developer, firm, or person to fix the price or prices in the attached Proposal Document or of any other Developer, or to fix any overhead, profit, or cost elements on the Proposal Document price or the Proposal Document price of any other Developer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any disadvantage against (Recipient), or any person interested in the Services;
5. The price or prices quoted in the attached Proposal Document are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Developer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.
6. Signed, sealed and delivered in the presence of:

Imperia Guzman
Witness

Witness

By: Imperia G.
Signature

Imperia Guzman
Printed Name

Title



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: March 21, 2023
RE: Request to Purchase – Newark and Bishopville Playground Replacements

Recreation and Parks is requesting to purchase new playground equipment for the Newark and Bishopville Parks. The purchases have been quoted by GameTime c/o Cunningham Recreation through their cooperative contract with Omnia Partners. Local Parks and Playground Infrastructure (LPPI) funding has been approved in the amount of \$200,000 for Newark and \$225,000 for Bishopville. The total cost for Newark Park is \$200,000 and the total for Bishopville Park is \$223,670. LPPI grant funds are 100% reimbursable for these projects. In an effort to keep costs within budget, County staff will be removing the existing playgrounds, recycling the old materials, and prepping the site. Please see attached quotes and additional information.

Omnia Partners is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Omnia Partners follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services.

Should you have any questions, please feel free to contact me.



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM18 03/02/2023
 Quote #
 163801-02-05

Newark Park (updated)

Worcester Co. Recreation Dept.
 Attn: Jacob Stephens
 6030 Public Landing Road
 Snow Hill, MD 21863
 Phone: (410) 632-2144 Ext. 2521
 jstephens@MarylandsCoast.org

Ship to Zip 21154

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Modular Unit for Ages 5-12 (standard components - per attached drawing) [Deck:Pvc:_____] [Accent:_____] [Deck:Pvc:_____] [Basic:_____] [Tube:_____] [Roto Plastic:_____] [Basic:_____]	\$63,237.00	\$63,237.00
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(1) 90560 -- Sq Deck Internal Climb(5'-0"&5'-6")		
		(1) 80078 -- 6"Stepped Platform		
		(1) 90135 -- 4'/4'-6" Twister Climber		
		(4) 91151 -- Climber Entryway - Timbers		
		(1) 91269 -- Sprout Climber		
		(1) 90106 -- 4'-6"/5' Schooner Climber		
		(1) 90277 -- 4' Quick 'L' Tube Slide, Std, 30" D		
		(1) 90882 -- 360 Spiral Slide 5' w/roto hood		
		(1) 90399 -- Std Funnel Bridge, 1 Dk Span W/ Barrier		
		(1) 91181 -- 4' 0" Plank Climber - Timbers		
		(1) 80657 -- Access Attachment 4'		
		(1) 90030 -- 4' Transfer Platform W/Barrier		
		(2) 90268 -- 10' Upright, Alum		
		(11) 90269 -- 11' Upright, Alum		
		(6) 80015 -- 8' Upright Assembly (Alum)		
		(3) 90266 -- 8' Upright, Alum		
		(4) 90003 -- Wide Triangle Deck		
		(2) 90515 -- Wide Rung Encl (Guardrail) (Above)		
		(1) 91150 -- Entryway - Timbers		
1	RDU	GameTime - Custom Components	\$76,360.00	\$76,360.00
		(5) 4370RP -- Barn Wall Panel, 2-Sided		
		(1) 3391RP -- Cow Panel		
		(1) 4990RP -- Silo Roof w/ Extensions		
		(1) 3295RP -- Barn Roof		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 18 03/02/2023
 Quote #
 163801-02-05

Newark Park (updated)

Quantity	Part #	Description	Unit Price	Amount
		(2) 6071SP -- 5" Corn Stalk Climber (Large)		
		(1) 6072SP -- 5" Corn Stalk Climber (Small)		
		(2) 4691RP -- Deck Extension, Flared		
		(1) 4947RP -- 2' Tractor Climber Attachment		
		(1) 6129SP -- Corn Stalk Climber 2 ft.		
		(1) 0410LD -- Custom HDPE Sign * Text to read "Worcester Farms, Buy Local"		
1	RDU	GameTime - Primetime Swings [Basic: _____] [Roto Plastic: _____]	\$4,472.00	\$4,472.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 5152 -- Pt Solo Add-A-Bay 3 1/2" X 8'		
		(1) SS8555 -- 3 1/2" Zero-G Chair (2-5)-Stainless		
		(2) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
1	6299	GameTime - Inclusive Seesaw [2 Color HDPE: _____] [Accent: _____] [Basic: _____]	\$8,884.00	\$8,884.00
1	6372	GameTime - Spin With Me (With Handle) [Accent: _____] [Basic: _____] [Roto Plastic: _____]	\$6,995.00	\$6,995.00
1	RDU	GameTime - Freestanding Panel [Basic: _____]	\$5,072.00	\$5,072.00
		(2) 90264 -- 6' Upright, Alum		
		(1) 90874 -- Farm Animals Half Panel		
1	6246	GameTime - Solo Spinner [Basic: _____] [Roto Plastic: _____]	\$2,309.00	\$2,309.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
1	28028	GT-Site - Sway Bench [Accent: _____] [Basic: _____]	\$2,214.00	\$2,214.00
1	5034	GameTime - 2-5 Or 5-12 Age Appr Fiberglass Sign [Basic: _____]	\$1,803.00	\$1,803.00
1	INSTALL	MISC - Installation of Above Equipment	\$41,554.83	\$41,554.83
1	4858	GameTime - Access Playcurb-W/Adap	\$782.00	\$782.00
65	4862	GameTime - 12" Playground Border	\$79.00	\$5,135.00
1	INSTALL	MISC - Installation of Playcurbs	\$895.00	\$895.00
1	INSTALL	MISC - Provision and Installation of Geotextile Fabric	\$940.00	\$940.00
1	INSTALL	MISC - Provision and Installation of Sidewalk (Not to Exceed 10' x 5')- * Sidewalk to connect to existing shelter pad (pricing includes excavation)	\$945.00	\$945.00
1	INSTALL	MISC - Ancillary Services- * Includes receiving/offloading/delivery of product to site, and site restoration	\$609.00	\$609.00
Contract: OMNIA #2017001134			Sub Total	\$222,290.83
			Discount	(\$25,890.83)



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 800.438.2780
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ITEM 18 03/02/2023
 Quote #
 163801-02-05

Newark Park (updated)

Quantity	Part #	Description	Unit Price	Amount
			Freight	\$3,600.00
			Total	\$200,000.00

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

* Taxes, if applicable, will be applied at the time of invoice. Please provide a copy of your tax exempt certificate to avoid the addition of taxes.

* Customer is responsible for provision and installation of safety surfacing.

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted (If you elect to pay by credit card, GameTime charges a 2.50% processing fee that is assessed on the amount of your payment. This fee is shown as a separate line item and included in the total amount charged to your credit card. You have the option to pay by check, ACH or Wire without any additional fees.) Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT: Standard Lead time is 12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.



GameTime c/o Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX

ITEM 18 03/02/2023
Quote #
163801-02-05

Newark Park (updated)

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$200,000.00**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature



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800.438.2780
704.525.7356 FAX

ITEM 18^{03/02/2023}
Quote #
163801-02-05

Newark Park (updated)

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



GameTime c/o Cunningham Recreation
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 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 18 02/28/2023
 Quote #
 163787-01-02

Bishopville Park (Rev1)

Worcester Co. Recreation Dept.
 Attn: Jacob Stephens
 6030 Public Landing Road
 Snow Hill, MD 21863
 Phone: (410) 632-2144 Ext. 2521
 jstephens@MarylandsCoast.org

Ship to Zip 21863

Quantity	Part #	Description	Unit Price	Amount
5-12 Equipment				
1	RDU	GameTime - Powerscape/Xscape Modular Structure for Ages 5-12 (per drawing) [Basic: _____] [Accent: _____] [Web: _____] [Roto Plastic: _____] [Deck:Pvc: _____] [Metal Roof: _____] [Climber Nets: _____] [Deck:Pvc: _____] [Basic: _____] [HDPE: _____] [Arch: _____] [Accent 2: _____]	\$91,321.00	\$91,321.00
		(1) 26070 -- Sail Climbing Wall Attachment		
		(2) 26094 -- Triangular Shroud		
		(1) 26098 -- Wind Web		
		(1) 26165 -- 4'-0" Connectscape Climber		
		(3) 36082 -- Free Standing X-Pod Step		
		(2) 80000 -- 49" Sq Punched Steel Deck		
		(2) 80203 -- Tin Roof Gable		
		(1) 80206 -- Tin Roof Hex		
		(1) 90002 -- Diamond Web Link		
		(1) 90004 -- Two Piece Hex Deck		
		(2) 90266 -- 8' Upright, Alum		
		(8) 90271 -- 13' Upright, Alum		
		(1) 90508 -- 4' Double Zip Slide, Std Dk		
		(1) 90621 -- Ergo Climber (6'-0")		
		(1) 90634 -- Stego Climber (6'-0" & 6'-6")		
		(1) 90653 -- 3'-6"/4'-0" Zip Swerve Slide Left		
		(1) 90790 -- Sloped Funnel Climber Barrier (Dbl)		
		(1) 90884 -- 360 Spiral Slide 6' w/roto hood		
		(2) 91146 -- Entryway - Guardrail		
		(2) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		
		(1) 91321 -- Erratic Climber 4'0"-5'0"		



GameTime c/o Cunningham Recreation
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ITEM 18 02/28/2023
 Quote #
 163787-01-02

Bishopville Park (Rev1)

Quantity	Part #	Description	Unit Price	Amount
		(1) 91334 -- Climber Offset Entryway (Barrier)		
		(1) 91499 -- Olympus Climber - 3'0 thru 4'0 attac		
		(1) 91697 -- VistaRope Hybrid Archway (Barrier)		
		(1) 91714 -- Modern Transfer w/Guardrail 3' Rise		
		(6) G90271 -- 13' Upright, Galv		
1	6267SP	GameTime - VistaStar 2 (Hybrid)- * This item has an extended lead time of 12-18 weeks [Basic: _____] [Basic 2: _____] [Netting: _____]	\$22,551.00	\$22,551.00
1	5700RP	GameTime - Post Mount Critter Package	\$1,880.00	\$1,880.00
1	5703RP	GameTime - Critter Panel	\$1,968.00	\$1,968.00
2-5 Equipment				
1	38003	GameTime - Butterfly Net [Basic: _____]	\$20,394.00	\$20,394.00
1	6255	GameTime - Sensory Dome - Small [Basic: _____] [HDPE: _____] [Roto Plastic: _____]	\$9,265.00	\$9,265.00
1	3320	GameTime - Bells 2 sided sensor for Dome	\$2,008.00	\$2,008.00
1	3309	GameTime - Window Yellow 20" for Dome	\$832.00	\$832.00
1	6272	GameTime - Merry-Go-All [Basic: _____] [Roto Plastic: _____]	\$9,407.00	\$9,407.00
1	18392	GameTime - 3' Rumble & Roll Zip Slide, F/S [Accent: _____] [Basic: _____] [Deck:Pvc: _____] [Roto Plastic: _____]	\$6,643.00	\$6,643.00
1	38029	GameTime - Turtle Spinner [Accent: _____] [Roto Plastic: _____]	\$1,037.00	\$1,037.00
1	38208	GameTime - Cattail Spinner [Accent: _____]	\$3,518.00	\$3,518.00
1	RDU	GameTime - Freestanding Panels [Basic: _____] [Roto Plastic: _____]	\$6,998.00	\$6,998.00
		(3) 90265 -- 7' Upright, Alum		
		(1) 90721 -- Frog Slide Puzzle-Gadget Pnl Below Dk		
		(1) 90835 -- 3-in-a-Row Game Gadget Pan (crawl thro		
2	28028	GT-Site - Sway Bench [Accent: _____] [Basic: _____]	\$2,214.00	\$4,428.00
2	T102I	GT-Site - 6' POND BENCH THERMOCOAT IG [RB Frame PC: _____] [RB Slat TP: _____]	\$1,079.00	\$2,158.00
2	T103I	GT-Site - 6' LEAF BENCH THERMOCOAT IG [RB Frame PC: _____] [RB Slat TP: _____]	\$1,079.00	\$2,158.00
1	RDU	GameTime - Primetime Swings [Basic: _____] [Roto Plastic: _____]	\$9,915.00	\$9,915.00
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		



GameTime c/o Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX

ITEM 18 02/28/2023
 Quote #
 163787-01-02

Bishopville Park (Rev1)

Quantity	Part #	Description	Unit Price	Amount
		(2) 12584 -- Ada Primetime Swing Aab, 3 1/2" Od		
		(4) SS8910 -- Belt Seat 3 1/2" /8' W/Clevis		
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) SS8696 -- Encl Tot Seat 3 1/2"/8' High W/Clevis		
		(1) SS8552 -- 3 1/2" Zero-G Chair (5-12)-Stainless		
		(1) 5152 -- Pt Solo Add-A-Bay 3 1/2" X 8'		
95	4862	GameTime - 12" Playground Border	\$79.00	\$7,505.00
1	4858	GameTime - Access Playcurb-W/Adap	\$782.00	\$782.00
3	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$1,092.00	\$3,276.00
1	INSTALL	GameTime - Installation of the Above Equipment	\$51,190.00	\$51,190.00
1	INSTALL	GameTime - Installation of Playcurbs and Fabric- * Customer is responsible for providing and installing EWF surfacing	\$2,935.00	\$2,935.00
1	INSTALL	GameTime - Ancillary Services- * Includes receiving, offloading, and inventory of equipment, as well as site restoration	\$375.00	\$375.00
1	178749	GameTime - Owner's Kit	\$84.00	\$84.00
Contract: OMNIA #2017001134			Sub Total	\$262,628.00
			Discount	(\$46,659.79)
			Freight	\$7,702.16
			Total	\$223,670.37

Comments

* Site must be clear, level, free of obstructions, and accessible. Site should permit installation equipment access. Purchaser shall be responsible for unknown conditions such as buried utilities, tree stumps, bedrock or any concealed materials or conditions that may result in additional costs.

*This quote contains components that require an extend lead time of 12-18 weeks.

*Customer responsible for provision and installation of safety surfacing.



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ITEM18 02/28/2023
Quote #
163787-01-02

Bishopville Park (Rev1)

GAMETIME - TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
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- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is **12-14 weeks** (some items may take longer) after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
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- **UTILITIES:** Installer will contact 811 to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.



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ITEM18 02/28/2023
Quote #
163787-01-02

Bishopville Park (Rev1)

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$223,670.37**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Salesperson's Signature

Customer Signature

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

Newark Park (Revised Colors) Newark, MD

Design • Build • PLAY!





Colors Shown: Sky Blue Plastic, Spring Green Accent,
 Gray Decks, Metallic Posts, Black Net
 Spring Green Butterfly, Blue Benches w/ Metallic Frames



ITEM 18



800.438.2780 - www.cunninghamrec.com



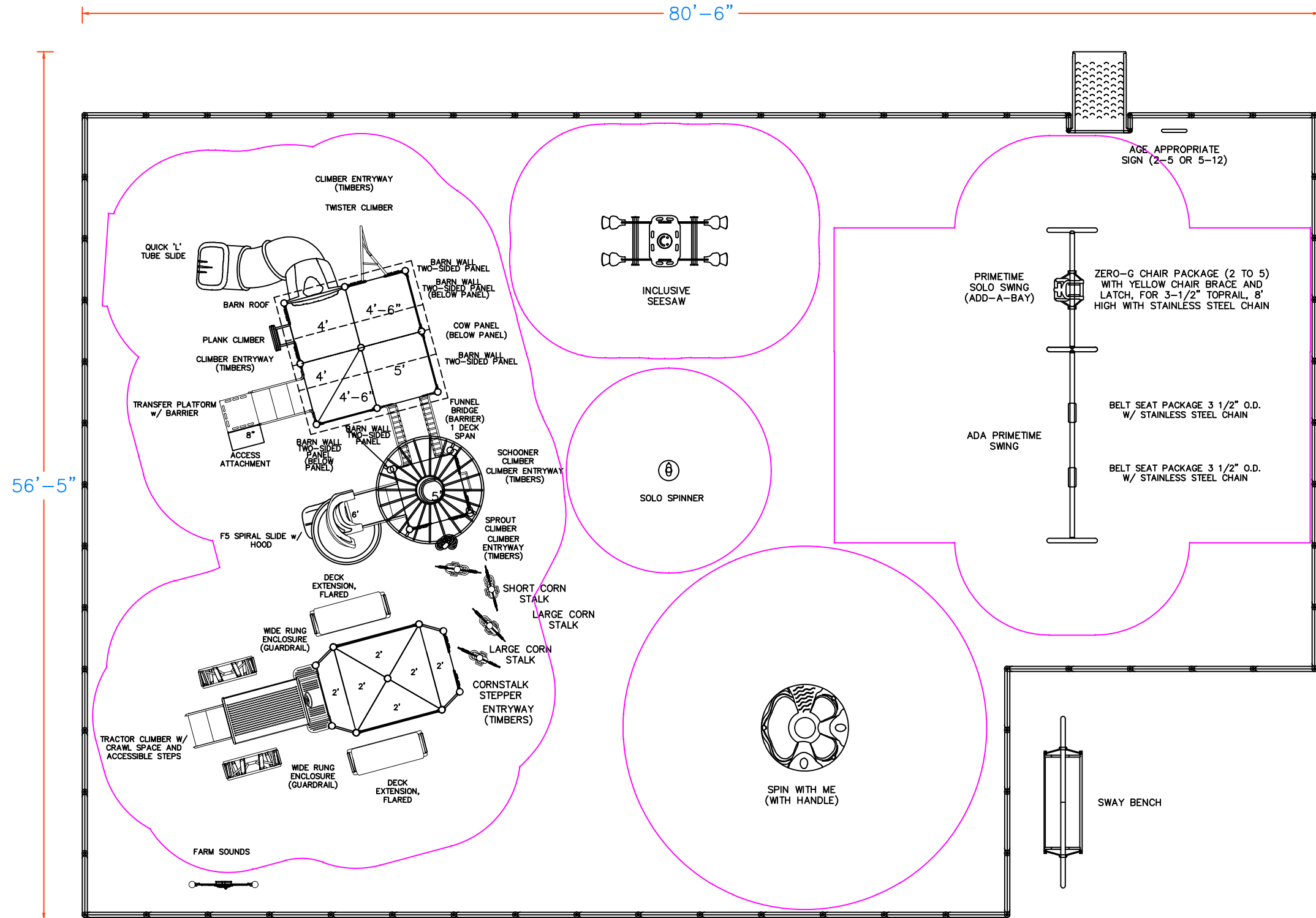
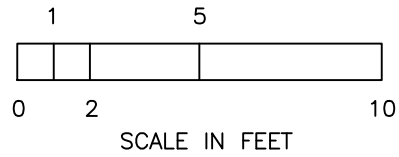
Bishopville Park Playground

18 - 13



CURBING	
TYPE	PLASTIC
LN FT	266
HT	12"

SURFACING	
TYPE	EWF
SQ FT	3,836
DEPTH	12"



GameTime
A PLAYCORE COMPANY
Enriching Childhood Through Play.
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



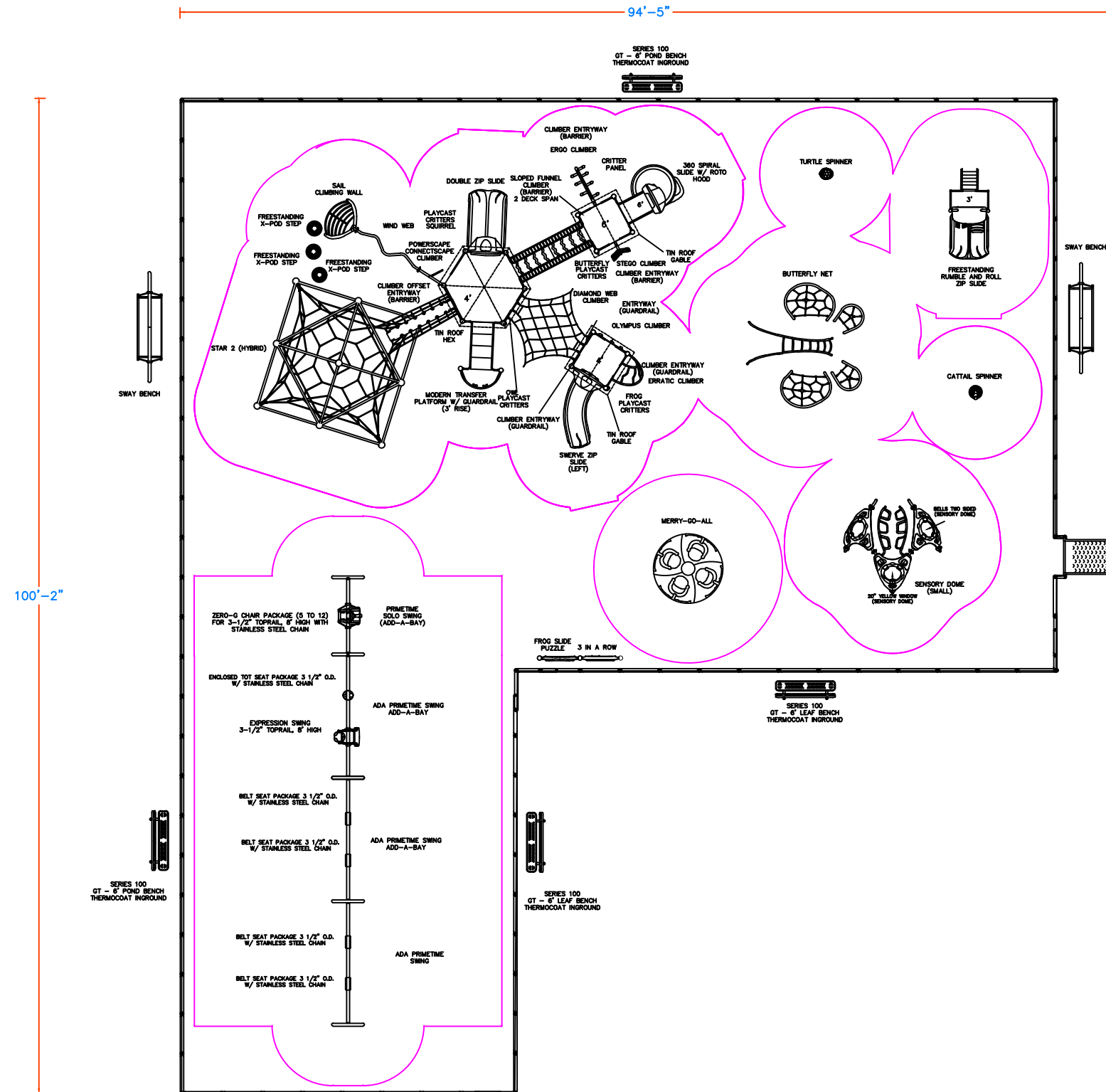
Worcester Co. Recreation Dept.
Newark Park (Revised)
Newark, MD
Representative
Cunningham Recreation

This play equipment is recommended for children ages
5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 11" x 17" format

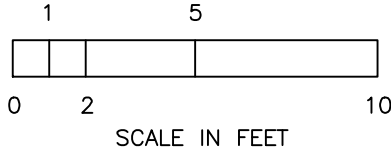
IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:
LO
Date:
1.27.23
Drawing Name:
163801-02



CURBING	
TYPE	PLASTIC
LN FT	386
HT	12"

SURFACING	
TYPE	EFW
SQ FT	6,483
DEPTH	12"



GameTime
A PLAYCORE Company
150 PlayCore Drive SE
Fort Payne, AL 35967
www.gametime.com



Worcester Co. Recreation Dept.
Bishopville Park
Bishopville, MD
Representative
Cunningham Recreation

This play equipment is recommended for children ages 2-5 or 5-12

Minimum Area Required:
Scale:
This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: LO
Date: 12.28.22
Drawing Name: 163787-01

TEL: 410-632-5623
 FAX: 410-632-1753
 WEB: co.worcester.md.us



Worcester County
 DEPARTMENT OF PUBLIC WORKS
 6113 TIMMONS ROAD
 SNOW HILL, MD 21863

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRISTOPHER CLASING, P.E.
 DEPUTY DIRECTOR

TO: Weston Young P.E., Chief Administrative Officer
 Candace Savage, CGFM, Deputy Chief Administration Officer
FROM: Dallas Baker Jr., P.E., Director *Dallas Baker Jr*
DATE: March 13, 2023
SUBJECT: Proposed Road Pipe Cost Increases

Public Works is requesting Commissioner approval to increase the cost charged for driveway pipe installations performed by County Roads crews. The current rates (attached) were established in 2008 and labor costs did not include the cost of employee benefits. Prices for pipe, stone bedding, and backfill have increased over time and the County is losing money by not keeping our installation prices consistent with the cost that we are charged to buy replacement materials. The proposed cost increases (attached) includes labor to install the pipe based on average time to complete a job and average cost of employee wages and benefits.

Historical practice has been that the public can request driveway pipe installation by County Roads crews so long as they pay the cost of the pipe and the crew labor. Below are the budgeted and awarded low bid costs for the past two fiscal years. Assigned Fund Balance has been used to supplement the Roads pipe budget in order to make up for the short fall.

	<u>Budgeted</u>	<u>Low Bid</u>
FY 23	\$60,000	\$108,247.85
FY 22	\$40,000	\$48,878.88

In FY 21 pipe revenue was \$32,747 and in FY 22 it was \$34,468. The charge to install pipe is not meant to replace all pipe used by the County as most projects are in County right-of-way, such as cross road pipes.

Please let me know if there are any questions.

Attachments

CC: Chris Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent

ITEM 19

Proposed Cost FOR METAL PIPE/BANDS

\$141.00	10' in length, 12" diameter
\$282.00	20' in length, 12" diameter
\$338.40	24' in length, 12" diameter
\$423.00	30' in length, 12" diameter
\$564.00	40' in length, 12" diameter
\$846.00	60' in length, 12" diameter
\$21.15	12" Bands
\$179.00	10' in length, 15" diameter
\$358.00	20' in length, 15" diameter
\$429.60	24' in length, 15" diameter
\$537.00	30' in length, 15" diameter
\$716.00	40' in length, 15" diameter
\$1,074.00	60' in length, 15" diameter
\$26.85	15" Bands
\$219.00	10' in length, 18" diameter
\$438.00	20' in length, 18" diameter
\$525.60	24' in length, 18" diameter
\$657.00	30' in length, 18" diameter
\$876.00	40' in length, 18" diameter
\$1,314.00	60' in length, 18" diameter
\$32.85	18" Bands
\$715.00	20' in length, 24" diameter
\$53.63	24" Bands

Proposed Cost FOR PLASTIC PIPE/BANDS

\$101.00	10' in length, 12" diameter
\$202.00	20' in length, 12" diameter
\$242.40	24' in length, 12" diameter
\$303.00	30' in length, 12" diameter
\$404.00	40' in length, 12" diameter
\$606.00	60' in length, 12" diameter
\$10.10	12" Bands
\$129.50	10' in length, 15" diameter
\$259.00	20' in length, 15" diameter
\$310.80	24' in length, 15" diameter
\$388.50	30' in length, 15" diameter
\$518.00	40' in length, 15" diameter
\$777.00	60' in length, 15" diameter
\$12.95	15" Bands
\$162.00	10' in length, 18" diameter
\$324.00	20' in length, 18" diameter
\$388.80	24' in length, 18" diameter
\$486.00	30' in length, 18" diameter
\$648.00	40' in length, 18" diameter
\$972.00	60' in length, 18" diameter
\$16.20	18" Bands
\$500.00	20' in length, 24" diameter
\$25.00	24" Bands

6% tax will be added to pipe and bands

ITEM 19

Current (2008) Pricing for pipe and bands.

PRICE FOR METAL PIPE/BANDS

\$103.90	10' in length, 12" diameter
\$207.80	20' in length, 12" diameter
\$249.36	24' in length, 12" diameter
\$311.70	30' in length, 12" diameter
\$415.60	40' in length, 12" diameter
\$623.40	60' in length, 12" diameter
\$15.59	12" Bands
\$127.90	10' in length, 15" diameter
\$255.80	20' in length, 15" diameter
\$306.96	24' in length, 15" diameter
\$383.70	30' in length, 15" diameter
\$511.60	40' in length, 15" diameter
\$767.40	60' in length, 15" diameter
\$19.19	15" Bands
\$140.30	10' in length, 18" diameter
\$280.60	20' in length, 18" diameter
\$336.72	24' in length, 18" diameter
\$420.90	30' in length, 18" diameter
\$561.20	40' in length, 18" diameter
\$657.00	60' in length, 18" diameter
\$11.73	18" Bands
\$432.00	20' in length, 24" diameter
NA	24" Bands

PRICE FOR PLASTIC PIPE/BANDS

\$43.40	10' in length, 12" diameter
\$86.80	20' in length, 12" diameter
\$52.08	24' in length, 12" diameter
\$130.20	30' in length, 12" diameter
\$173.60	40' in length, 12" diameter
\$260.40	60' in length, 12" diameter
\$4.34	12" Bands
\$54.60	10' in length, 15" diameter
\$109.20	20' in length, 15" diameter
\$131.04	24' in length, 15" diameter
\$163.80	30' in length, 15" diameter
\$218.40	40' in length, 15" diameter
\$327.60	60' in length, 15" diameter
\$5.46	15" Bands
\$85.60	10' in length, 18" diameter
\$171.20	20' in length, 18" diameter
\$205.44	24' in length, 18" diameter
\$256.80	30' in length, 18" diameter
\$342.40	40' in length, 18" diameter
\$513.60	60' in length, 18" diameter
\$8.56	18" Bands
\$260.40	20' in length, 24" diameter
\$13.02	24" Bands

Proposed increase to cost of labor (5 employees) and materials (stone, gravel, etc.)

\$559.28	10' in length, 12", 15", 18" diameter
\$963.22	20' in length, 12", 15", 18" diameter
\$1,175.02	20' in length, 24" diameter
\$1,175.02	24' in length, 12", 15", 18" diameter
\$1,289.50	30' in length, 12", 15", 18" diameter
\$1,538.12	40' in length, 12", 15", 18" diameter
\$2,113.01	60' in length, 12", 15", 18" diameter

XXXXXX For pipes over 24" in diameter, the costs will be calculated by the Worcester County Department of Public Works at the time of application.

Current (2008) Cost for labor (5 employees) and materials (stone, gravel etc.)

\$193.62	10' in length, 12" diameter
\$387.24	10' in length, 15" diameter
\$387.24	20' in length, 12", 15", 18" diameter
\$406.74	20' in length, 24" diameter
\$387.24	24' in length, 12", 15", 18" diameter
\$406.74	30' in length, 12", 15", 18" diameter
\$578.32	40' in length, 12", 15", 18" diameter
\$671.32	60' in length, 12", 15", 18" diameter



COMMISSIONERS
 ANTHONY W. BERTINO, JR., PRESIDENT
 MADISON J. BUNTING, JR., VICE PRESIDENT
 CARYN G. ABBOTT
 THEODORE J. ELDER
 ERIC J. FIORI
 JOSEPH M. MITRECIC
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE, CGFM
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

March 14, 2023

Worcester County Commissioners
 One West Market Street
 County Government Center - Room 1105
 Snow Hill, MD 21863

RE: **Requested** FY2024 Enterprise Fund Operating Budgets

Commissioners:

In accordance with the County Government Article of the Code of Public Local Laws of Worcester County MD, the Worcester County Enterprise Fund Operating Budget Requests for Fiscal Year 2024 will be included in your Budget Work Session packages for your review and discussion on March 28, 2023.

Enterprise Funds

Enterprise Funds are used to account for functions of the County in which user charges are collected to cover the cost of the service being provided. The County uses enterprise funds to account for its water and wastewater, and solid waste operations.

Water and Wastewater Enterprise Fund

The proposed budget contains no rate adjustments for West Ocean City. The proposed budget contains rate adjustments for Assateague Pointe, Briddletown, Edgewater Acres, Landings, Lighthouse Sound, Mystic Harbor, Newark, Ocean Pines, Riddle Farm and River Run service areas. These adjustments are necessary in order to provide a revenue stream sufficient to support the water and wastewater operations.

Solid Waste Enterprise Fund

The proposed budget contains no rate adjustments.

The Solid Waste Superintendent provides direct oversight of the solid waste operations, homeowner convenience centers, and recycling operations. For this reason, we will present the homeowner convenience centers and recycling budgets with the Solid Waste Enterprise Fund.

Budget Adoption Schedule

The budget review session with the Enterprise Fund Departments is scheduled for March 28, 2023. This session provides the opportunity for your detailed review of the various budget requests. Additional budget work sessions are scheduled for May 9 and May 16, 2023 also if needed. The Public Hearings on the Requested Enterprise Fund Operating Budgets are scheduled for Tuesday, June 6, 2023 at the Government Center. The FY2024 Enterprise Fund Operating Budget will be adopted on Tuesday, June 20, 2023.

Respectfully Submitted,



Weston Young
Chief Administrative Officer



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RJM", located to the right of the "From:" field.

Subject: **Ocean City Inlet & Harbor**
Corps Decision on Structural Improvements

Date: 3/13/23

The US Corps of Engineers (the Corps) have recently decided to not go forward with constructed improvements to address the shoaling issues in the inlet. The scrapping of the project, after years of public meetings, planning sessions, modeling, and design work did not meet their net economic benefit targets. In short, a structural solution to the shoaling problem was found not to be feasible and dredging, specifically more frequent dredging, seems to be the least costly option at the present time.

Attached are the project slides that the Corps shared with the Working Group that included Worcester County, Maryland DNR, and the National Park Service. As the Corps detail in the presentation, the final recommendation is to revisit the Operations and Maintenance (O&M) manual to ensure future maintenance is based on current inlet conditions per recent bathymetric surveys. Their review of historical information demonstrates that shoaling in the Inlet has increased since the Inlet was stabilized in the 1930s and the O&M plan needs to account for that increase in deposited materials. Corps staff shared that there may be an opportunity to look at a "best water" designation as well which would allow MD DNR to adjust navigational aids to be moved to maintain the channel in the best location based on seasonal changes of shoaling and scour.

Their assessment of the future with project modeling results showed that the proposed structural solution would only reduce dredging by about 50% annually. The lack of damage reduction and high cost as well as negative net benefits led to the decision to not recommend a structural solution to address the shoaling problem in the Inlet. The Project Partnership Agreement between the Corps, Worcester County, and MD DNR will be terminated since the proposed project will not be moving forward to construction. Their resource management office will balance the cost-share for this project and remaining Federal and non-Federal funds will be returned.

The Corps staff working on this project concede that they know this is not the decision anyone wanted, but they wanted to ensure that any proposed measures will address the problem. Going forward with a \$16MM project with close to \$8.5MM of the project costs that will need to be covered by the local partners (Worcester and MD DNR) was not something the Corps was willing to commit, especially in light of the updated modelling and the results from their economic analysis.

Realizing the County Commissioners may have questions regarding this decision, it may be beneficial for the Corps staff to come here to discuss their findings in person for the benefit of our local official and the local community.

ITEM 21

I have taken the liberty of preparing the attached letter requesting such a meeting for President Bertino's signature so the Continuing Authorities Program (CAP) staff from the Corps can address this

Should you have any questions, please do not hesitate to contact me.

Attachments

CAP SECTION 107 OCEAN CITY INLET & HARBOR DESIGN AND IMPLEMENTATION

Sponsor Meeting

Baltimore District
8 March 2023



“The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of the Army position, policy or decision, unless so designated by other official documentation.”

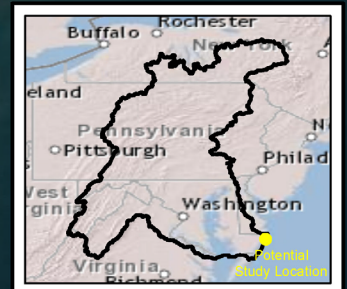
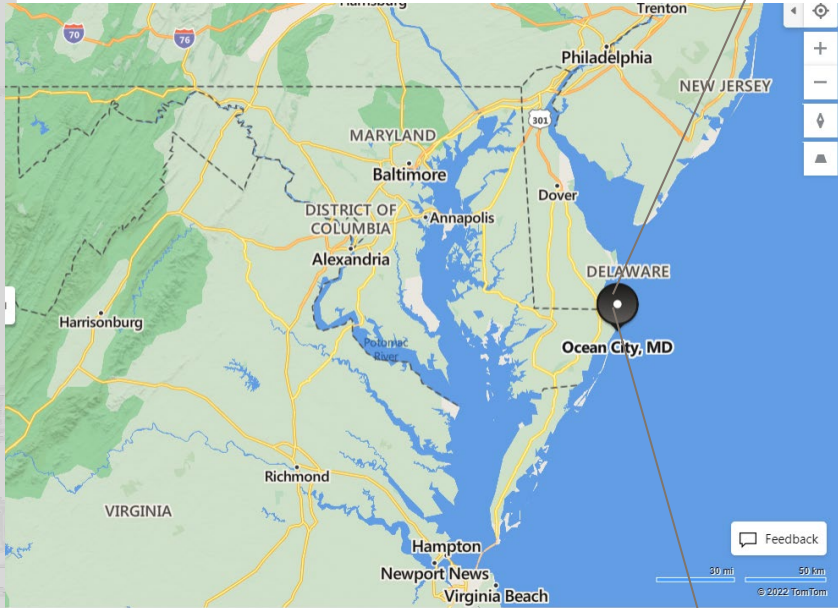


**US Army Corps
of Engineers**
Baltimore District




U.S. ARMY

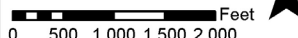
STUDY AREA



- Legend**
- Potential Study Location
 - Baltimore District
 - Federal Navigation Channels

**Ocean City Harbor and Inlet,
Worcester County, Maryland
CAP Section 107**


21 - 4
N
▲


0 500 1,000 1,500 2,000 Feet

FUTURE WITHOUT PROJECT CONDITIONS

- A count of 9 commercial vessel owners with drafts of 10ft or less reported damages from scraping or grounding totaling \$40,220
- Fuel costs associated with waiting for tide or waiting for another vessel to pass amount to \$23,626 each year
- Labor costs associated with delays amounts to \$256,410 annually



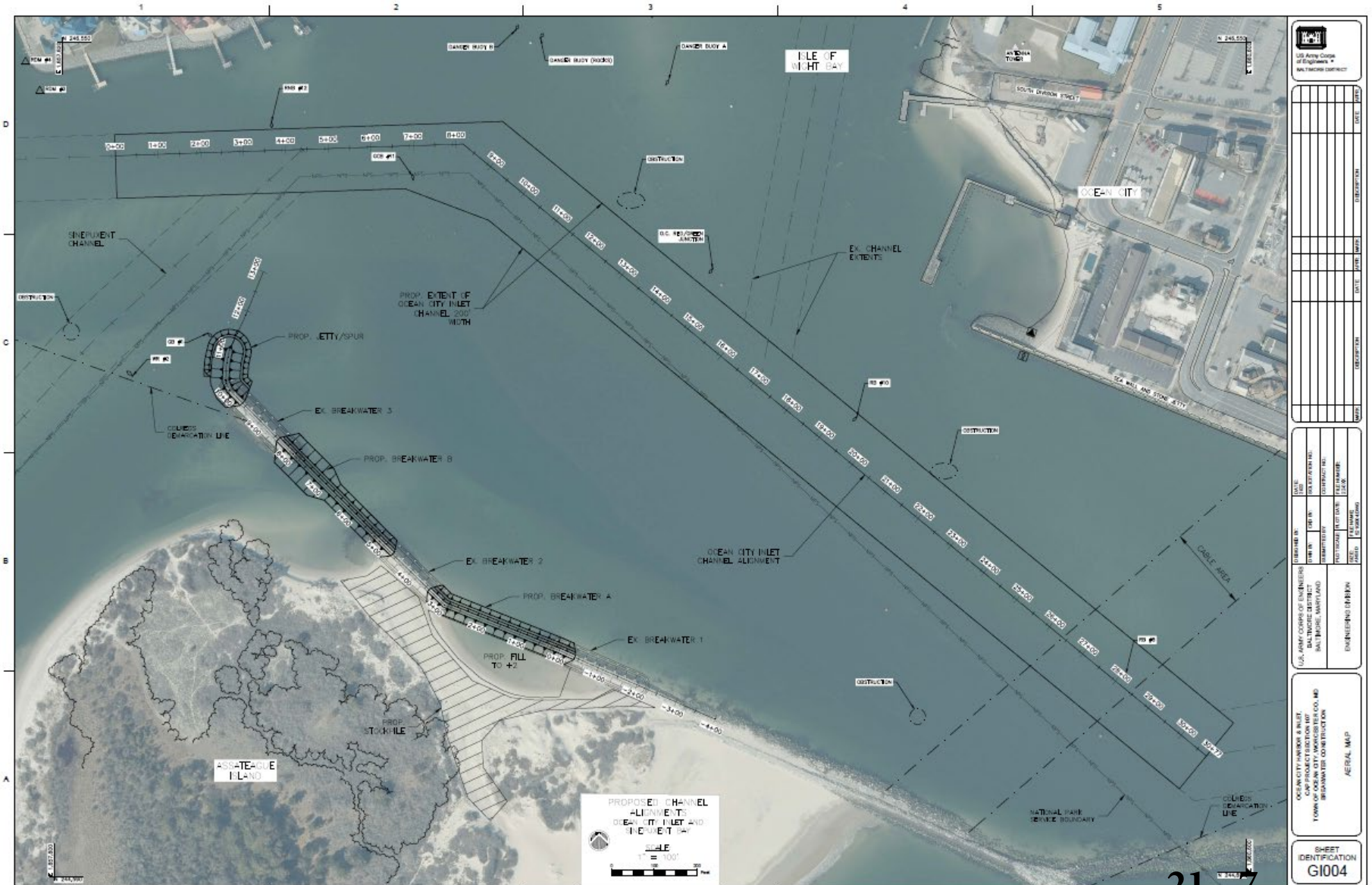
RECOMMENDED PLAN (NOV 2021 @ 35% DESIGN)



DESIGN OPTIMIZATION (NOV 2022 @ 95% DESIGN)

ITEM 21

5



COST BREAKDOWN

Civil Works Work Breakdown Structure		ESTIMATED COST				PROJECT FIRST COST (Constant Dollar Basis)					TOTAL PROJECT COST FUNDED			(FULLY
WBS NUMBER	Civil Works Feature & Sub-Feature Description	COST (\$K)	CNTG (\$K)	CNTG (%)	TOTAL (\$K)	Program Year (Budget EC): Effective Price Level Date:			2023 1-Oct-22 Spent Thru: 30-Sep-22 (\$K)	TOTAL FIRST COST (\$K)	ESC (%)	COST (\$K)	CNTG (\$K)	FULL (\$K)
						ESC (%)	COST (\$K)	CNTG (\$K)						
12	NAVIGATION PORTS & HARBORS	\$839	\$243	29%	\$1,082		\$839	\$243	\$1,082	\$1,082	3.5%	\$869	\$252	\$1,121
10	BREAKWATER & SEAWALLS	\$8,441	\$3,711	44%	\$12,152		\$8,441	\$3,711	\$12,152	\$12,152	3.5%	\$8,740	\$3,842	\$12,581
		-	-	-	-		-	-	-	-	-	-	-	-
	CONSTRUCTION ESTIMATE TOTALS:	\$9,281	\$3,954		\$13,235		\$9,281	\$3,954	\$13,235	\$13,235	3.5%	\$9,608	\$4,094	\$13,702
01	LANDS AND DAMAGES													Page 3
30	PLANNING, ENGINEERING & DESIGN	\$29	\$1	4%	\$30		\$29	\$1	\$30	\$1,582	1.2%	\$29	\$1	\$1,613
31	CONSTRUCTION MANAGEMENT	\$928	\$96	10%	\$1,024		\$928	\$96	\$1,024	\$1,024	3.4%	\$959	\$99	\$1,059
	PROJECT COST TOTALS:	\$10,238	\$4,051	40%	\$14,289		\$10,238	\$4,051	\$14,289	\$15,871	3.5%	\$10,597	\$4,194	\$16,374

Page 1



ECONOMICS ANALYSIS

Benefits Table				
Alternative	Annual Benefits	Annual Costs	Net Benefits	BCR
Recommended Plan- Alternative 3	\$415,000	\$643,300	-\$228,300	0.6



FOUR ACCOUNTS EVALUATION

BLUF: NED account benefits have declined significantly based on ERDC modeling which confirmed a reduction in dredging by 50% annually instead of reduction to one dredge cycle every 5 years.

NATIONAL ECONOMIC DEVELOPMENT (NED)

- Increased shoaling in the Inlet channel leads to vessel delays and damages, and increased fuel and labor costs
- **Net Benefits for TSP (November 2021)- \$235,000**
- **Net Benefits for Recommended Plan (updated November 2022) – -\$228,300**

ENVIRONMENTAL QUALITY (EQ)

- Temporary and minor increase in noise anticipated during construction
- Temporary impacts to turbidity during construction and O&M dredging

REGIONAL ECONOMIC DEVELOPMENT (RED)

- RECONS was not run for this project
- Minimal employment opportunities during 1 year construction timeframe
- Benefits based on reduced O&M do not translate to regional employment

OTHER SOCIAL EFFECTS (OSE)

- Reduce fossil fuel usage and emissions due to decreased delays for vessels using the Inlet system
- Improve economic vitality in the region by increasing tourism revenue from recreational boaters, transiting vessels and White Marlin Open Fishing Tournament



COORDINATION MEETINGS

23 Jan 2023: In-Progress Review with North Atlantic Division

9 Feb 2023: Small Boat Harbor Planning Sub-Center of Expertise Meeting

21 Feb 2023: Navigation Brainstorming Workshop



SUMMARY AND RECOMMENDATION

- Final project cost is \$16.4 million
- Project benefits cannot justify a project in this location at annualized net benefits of **-\$228,300** and benefit-to-cost ratio of 0.6
- Future with-project modeling of the proposed breakwater system showed that a project would likely reduce dredging by approximately 50% annually which is not a significant reduction in damages to address the problem
- The final recommendation is for the O&M manual to be re-evaluated based on current conditions to ensure future maintenance is conducted to maintain Inlet access at authorized dimensions



DISCUSSION/QUESTIONS



March, 2023

Ms. Anastasiya Kononova, Chief
Technical Assistance Branch Planning Division
US Army Corps of Engineers
2 Hopkins Plaza
Baltimore, MD 21201

RE: Continuing Authorities Program Section 107
Ocean City Inlet & Harbor
Design and Implementation

Dear Ms. Kononova-

The Worcester County Commissioners recently reviewed your sponsor presentation given to the local Working Group regarding the above referenced project. The Corps conclusion to not go forward with a structural solution to address the shoaling in the Ocean City Inlet is a surprising development for a project that had construction planned for later this year. This decision comes after years of project meetings and preparation of specific informational materials and surveys by multiple local parties to aid the Corps in their work.

So that our local community and area partners can fully comprehend a switch from a constructed solution to an increase in the annual maintenance dredging, the Worcester County Commissioners would respectfully invite you and your staff to present these findings at one of our upcoming meetings. In light of the importance of this project to our local community, we would urge that this meeting be held as soon as possible.

Thank you for your consideration of this urgent request. If you should have any questions concerning scheduling your visit, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino, Jr.
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles Otto



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

To: Commissioners

From: Roscoe R. Leslie

Date: February 28, 2023

RE: Quitclaim of Reese Property in Commercial Harbor.

We've received a request to quitclaim any interest that the County may have in real property owned by James and April Reese located on the southeast corner of the West Ocean City Commercial Harbor and as depicted in the enclosed plat.

US Wind, Inc. has requested the quitclaim deed as part of a contract to purchase the Reese parcel. A quitclaim deed will have no effect on County-interests in the area.



JOHN B. ROBINS, IV
jrobins@robinslegal.com

CHRISTOPHER S. ROBINS
crobins@robinslegal.com

ROBINS & ROBINS, P.A.

ATTORNEYS AT LAW
128 EAST MAIN STREET
P. O. BOX 506
SALISBURY, MD 21803-0506

TEL (410) 749-3791
FAX (410) 548-2408
robinslegal.com

February 16, 2023

Worcester County Commissioners
One West Market Street, Room 1103
Snow Hill, MD 21863

Dear Commissioners:

I represent Pat and Dawn Reese. Mr. and Mrs. Reese own a parcel of land situate on the southerly side of the Ocean City Harbor and on the westerly side of Sinepuxent Bay, consisting of Lots 68-77 and an unplatted parcel to the east of Lot 77, depicted and highlighted in yellow on the Plat bearing "PLAT NO. 1" enclosed herewith.

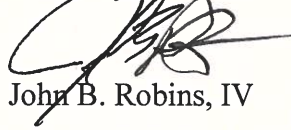
As part of the plan to construct offshore wind turbines, US Wind, Inc., has an option to purchase the Reese parcel. For reasons I cannot figure out, the title company for US Wind has requested that Mr. and Mrs. Reese obtain a quit claim deed from Worcester County for their property situate on the southerly side of the harbor.

According to the realtor, the title company believes the county may have an interest in the property by virtue of a Deed September 3, 1935 (copy enclosed). My research indicates that the referenced Deed is for a parcel located on the north side of the harbor nowhere near the Reese property. I have enclosed a copy of the plat referenced in the 1935 deed ("PLAT NO. 2") and I highlighted in yellow the land that was conveyed to the county by that deed. You can see clearly that it is on the opposite side of the harbor from my client's parcel.

The title deed for the Reese parcel is enclosed. Item One of the Description is the property in question. The Reese property is bounded on the north by the harbor and the Worcester County bulkhead. We are requesting a quitclaim deed from the County for the property situate to the south of and binding the bulkhead. I contacted Roscoe Leslie for instructions, and he provided me with the procedures for quit claim deeds for platted roads to use a comparable guide for this request. To the extent those guidelines are applicable, and I am submitting herewith the documentation in accordance with his instructions. A proposed quitclaim deed is enclosed.

Thank you very much for your consideration. If you need anything further, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to be 'JBR', written over the word 'Sincerely,'.

John B. Robins, IV

JBR/jr

Enclosures

cc: Mr. and Mrs. James Patrick Reese, Jr.

Roscoe Leslie, Esquire

PLAT NO. 1 - REESE LOTS HIGHLIGHTED

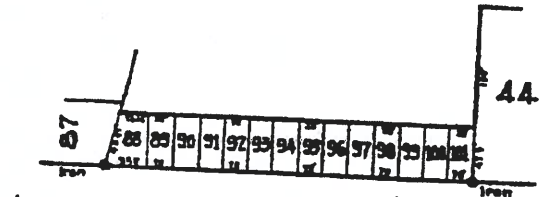
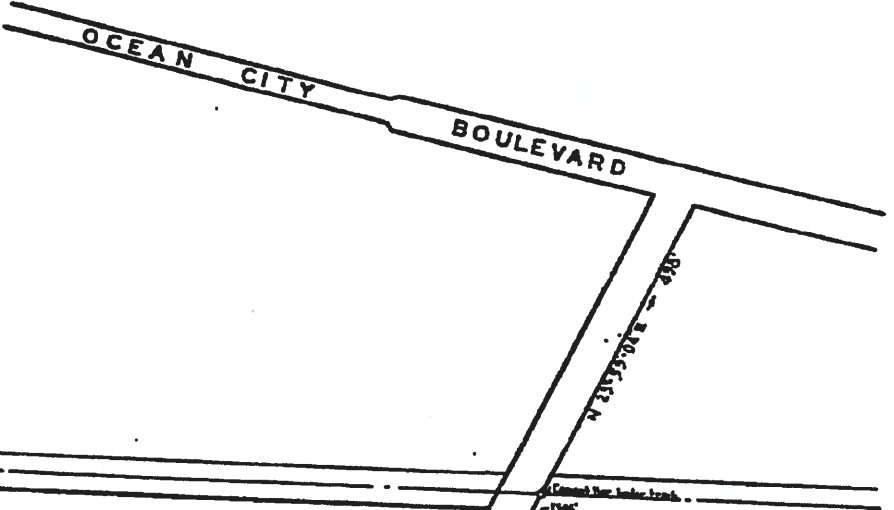
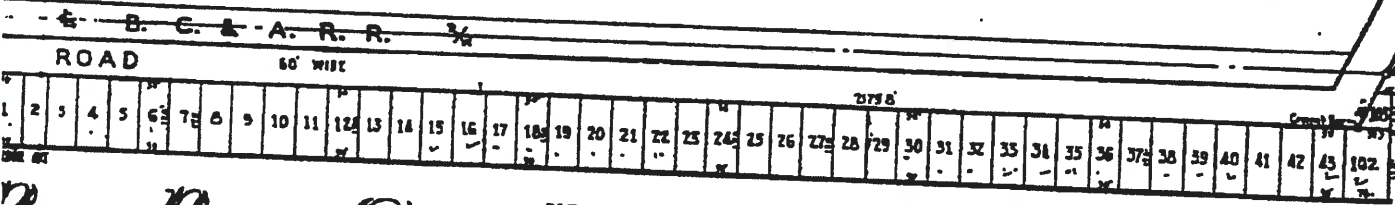


Diagram of Lots 88 to 101 inclusive and Lot 103
Scale 1"=100'



R B O R



BAY

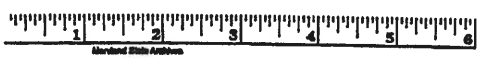
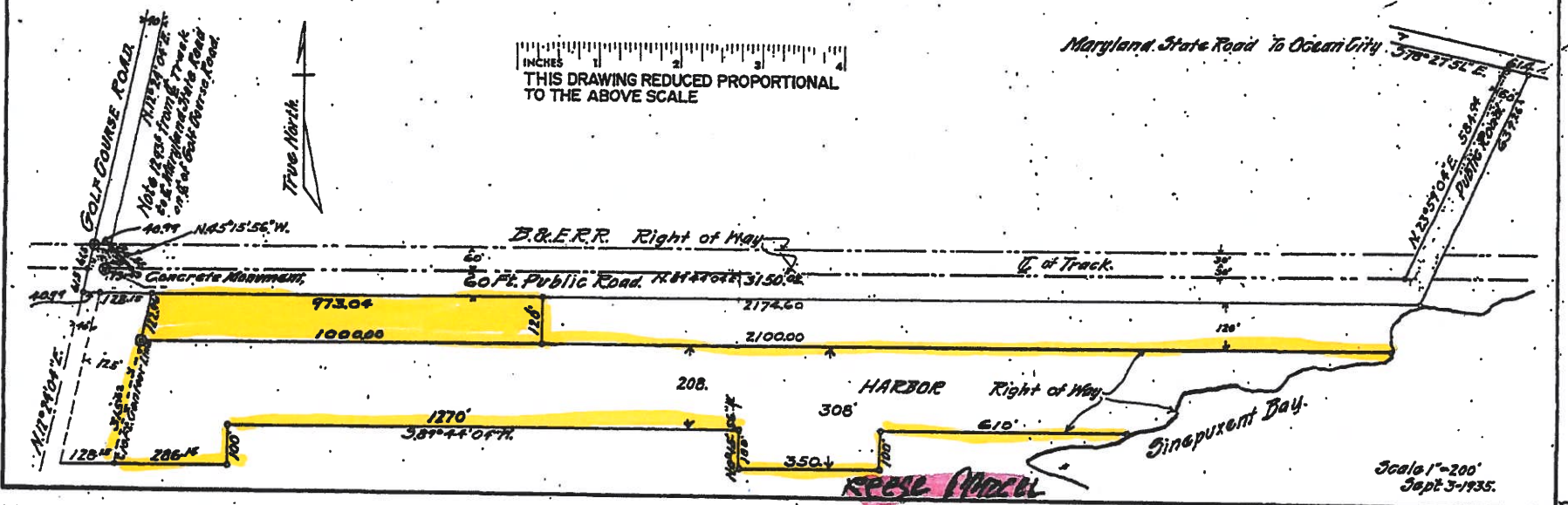
ENT

1935 (Jan 12) Then you delivered unto the subscriber the foregoing deed and plat in order to be entered among the records of Worcester County which said deed and plat together with the acknowledgment thereof, they were endorsed, is accordingly recorded in Liber B.B. No. 24 Folio 262-263
Bessie Brown
 Clk. Ct. Cl.

PLAT NO. 2 - DEPICTING COUNTY LOT ON N/S HARBOR
 DEED REFERENCE: B.B. No. 24, folio 262

Deeded to County
 B.B. 24/262

WORCESTER COUNTY CIRCUIT COURT (PMA 8600) (Plat Book ODC 2, pp. 55-57, MSA_C2157_5542; Data available 19/15/11/12. Printed 02/01/2023.



ESBBA

1874 - 1878 - 1879 - 1880 - 1881 - 1882 - 1883 - 1884 - 1885 - 1886 - 1887 - 1888 - 1889 - 1890 - 1891 - 1892 - 1893 - 1894 - 1895 - 1896 - 1897 - 1898 - 1899 - 1900

DEED.)
 COUNTY COMMISSIONERS OF)
 WORCESTER COUNTY)
 FROM)
 WILLIAM WHALEY, ET AL.)

THIS DEED, made this 5th day of September, nineteen hundred and thirty-five, by William Whaley and L. Franklin Furnell, partners trading as Seaside Canning Company, and Virginia H. Whaley and Gertrude H. Furnell, the respective wives of the said William Whaley and L. Franklin Furnell, all of Worcester County in the State of Maryland. WHEREAS, the government of the United States of America proposes to construct and maintain a harbor to be known as Ocean City Fishing Harbor as a part of the Ocean City Harbor and Inlet project, which said harbor will be located on the west side of Sinepuxent Bay, in Worcester County, Maryland, and will be erected and maintained substantially as set forth in letter from The Chief of Engineers, United States Army, transmitting report of the Board of Engineers for Rivers and Harbors to the Chairman of the Committee on Rivers and Harbors of the House of Representatives, said letter being dated June 20, 1935, and entitled "Ocean City Harbor and Inlet, and Sinepuxent Bay, Md., Document No. 60". WHEREAS, in said report it is recommended that local interests should be required to furnish, free of cost, to the United States, or to such competent local governmental agency as the Secretary of War may designate, a deed in fee simple to a parcel of land having a frontage of approximately one thousand (1000) feet along the north side of said fishing harbor channel and extending to the south boundary of the railroad right-of-way, a distance of approximately one hundred eighty (180) feet, it being stated in said recommendation that public control of said land would be a guarantee that harbor and shipping facilities open to all on equal terms could be provided when needed. WHEREAS, the County Commissioners of Worcester County, a body corporate of the State of Maryland, has been designated by the Secretary of War as the competent local governmental agency to receive the fee simple title to said property in the manner in said report set forth. WHEREAS, Article 25, Section 145, of Bagby's Annotated Code of Maryland provides as follows: "and it shall be lawful for the said county commissioners of any county so to contract for land for a public wharf or for county roads or order public use or uses, which said land shall be the property of said county, subject to said use or uses." WHEREAS, the grantors herein have agreed to execute to said County Commissioners of Worcester County a deed conveying a fee simple title to the hereinafter described premises for the purpose of carrying out the recommendation contained in said report, said hereinafter described property to be used for a public wharf open to all on equal terms, and the grantee herein has agreed to accept this deed, wherefore these presents are executed. NOW, therefore, in consideration of the premises and of the sum of one dollar and other valuable considerations, the said William Whaley and L. Franklin Furnell, partners trading as Seaside Canning Company, and Virginia H. Whaley and Gertrude H. Furnell, their respective wives, do hereby grant and convey unto said County Commissioners of Worcester County, a corporation as aforesaid, for use as a public wharf open to all on equal terms, all that tract, part of a tract or parcel of land situated in the Tenth Election District of Worcester County in the State of Maryland, more particularly described as follows: Beginning for the same at a bronze pin set in a concrete monument on a division line of the ten foot contour in the Ocean City Harbor and certain lands reserved by said Seaside Canning Company, and running thence north 12°24' 4" east 122.96 feet to a stake on the southerly line of the right of way of proposed 60 foot county road; thence along the southerly line of said 60 foot county road north 89° 44' 4" east 975.04 feet to a stake; thence at right angles to the southerly line of said proposed 60 foot county road south 0° 15' 56" east 180 feet to a stake on the north right of way line of said Ocean City Harbor; thence along said north right of way line of said Ocean City Harbor south 89° 44' 4" west 1000 feet to the point of beginning, as surveyed August 30, 1935, by U.S. Engineers Office Ocean City, Md., true bearings being given; plat on which is shown the property hereby conveyed, and also said Ocean City Harbor, being hereto attached and made a part hereof; the property hereby conveyed being a part of the property which was conveyed to the said William Whaley and L. Franklin Furnell, partners trading as Seaside Canning Company, by Fred W. Webb and Margaret S. Webb, his wife, by deed

5588a

red and partners by and Gertrude ley and L. f Maryland. proposes to e Ocean City b Bay, in i in letter here for : Representa- and Sinepuxent it should ivermental ving a front- channel tely one said land be provided the State tial agency th. WHEREAS, it shall be le wharf / of said to said uester de- y, said the therefore, ons, the Virginia said wharf open 3rd Election : Be- foot / and running USA of 10th 88' on dead 10 of said h 89' 44' Office, and ed, and eby conveyed Purnell, e by deed

dated September 3rd, 1935, intended to be recorded among the land records of said Worcester County, prior to the recording hereof. TOGETHER with the buildings and improvements thereupon being and erected, and all rights, ways, waters, privileges, appurtenances and advantages thereunto belonging or in anywise appertaining. TO HAVE AND TO HOLD the premises above described and hereby conveyed unto said County Commissioners of Worcester County, a corporation as aforesaid, its successors and assigns, for use as a public wharf, open to all on equal terms, forever in fee simple. And the grantors herein do hereby covenant that they will warrant specially the property hereby conveyed and that they will execute such other and further assurances of the same as may be requisite. Witness the hands and seals of said grantors.

William Whaley (SEAL)
L. Franklin Purnell (SEAL)
partners trading as Seaside Canning Company.
Virginia H. Whaley (SEAL)
Gertrude H. Purnell (SEAL)

Witness as to all grantors:
Violet W. Taylor

State of Maryland, Worcester County, to wit:
I hereby certify that on this 3rd day of September, 1935, before the subscriber, a Notary Public of the State of Maryland in and for said Worcester County, personally appeared William Whaley and L. Franklin Purnell, partners trading as Seaside Canning Company, and Virginia H. Whaley and Gertrude H. Purnell, respective wives of the said William Whaley and L. Franklin Purnell, and did each acknowledge the foregoing deed to be their respective act and deed. In testimony whereof I hereunto set my hand and affix my notarial seal the day and year first herein written.

(Notarial Seal)
Notary Public.
{See Plat recorded in Plat Book C.D.C. No. 2, Folio 55}
1935, Nov. 18th. Then was delivered unto the subscriber the foregoing deed and plat in order to be enrolled among the records of Worcester County; which said deed and plat together with the acknowledgment thereof thereon endorsed, is accordingly recorded in Liber B.B. No. 24, Folios 282 & 283.
Bessie Bessie, Clerk. Ct. Of.

11/21/35
Recd. from
W. J. Purnell

DEED.) THIS DEED, made this 3rd day of September, nineteen hundred and
UNITED STATES OF AMERICA) thirty-five, between William Whaley and L. Franklin Purnell, partners
FROM) trading as Seaside Canning Company, and Virginia H. Whaley and
WILLIAM WHALEY, ET AL.) Gertrude H. Purnell, the respective wives of the said William
Whaley and L. Franklin Purnell, all of Worcester County, Maryland
parties of the first part, and the United States of America, party of the second part; WITNESSETH
that: WHEREAS, funds have been allotted by the Works Progress Administration for the improvement of
a fishing harbor on the west side of Sinepuxent Bay and excavation of a channel from Ocean City
Inlet to Isle of Wight Bay, Maryland, with the condition that local interests shall furnish free of
cost to the United States all lands required for the execution of the project and suitable areas for
the disposal of dredged material during initial construction and for future maintenance as and when
needed; and WHEREAS, the said William Whaley and L. Franklin Purnell, partners trading as Seaside
Canning Company are the owners in fee of land situated in Worcester County, State of Maryland, adja-
cent to Sinepuxent Bay and required in connection with said improvement; NOW, therefore, the said
parties of the first part, in consideration of the benefits that will result from the improvement
in Sinepuxent Bay, do hereby grant, bargain and sell and convey unto the party of the second part,
and its assigns, a perpetual right of way over and through that certain strip of land, hereinafter
described, together with the right to enter upon, excavate, cut away and remove said land for the

40
2920
1500
7
HAND DELIVER TO
Long Badger & Sheller LLP

THIS DEED is made this 1st day of June, in the year Two Thousand Sixteen, by **LOTTIE JEAN THORNTON SMITH**, of Wicomico County, State of Maryland, hereinafter referred to as "Grantor", witnesseth:

THAT FOR AND IN CONSIDERATION of the sum of ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) and other good, valuable and sufficient considerations in hand paid, receipt of which is hereby acknowledged, the said Grantor does hereby grant and convey unto **JAMES PATRICK REESE JR. and APRIL DAWN REESE, his wife**, hereinafter referred to as "Grantees", as tenants by the entireties, their assigns and the personal representatives and assigns of the survivor of them, all the following described property:

ITEM ONE: ALL those lots, parts of lots or parcels of land lying and being situate in the Tenth Election District of Worcester County, Maryland, in the area known as West Ocean City, and more particularly described as follows: Lots Nos. 68 through 77 and an unplatted point of land lying directly to the east of Lot No. 77, as shown on the plat entitled "Revision of and Addition to Plat No. 1, Ocean City Harbor Sub-Division, Seaside Incorporated", made by Morgan T. Gum, dated August, 1937, and recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 2, Folio 74; said lots being bounded on the south by South Harbor Road and on the northerly edge by Worcester County Bulkhead and the Ocean City Harbor, the depth of Lots Nos. 69 through 75 to be as physically determined rather than by reference to said plat; AND BEING the same land conveyed unto Stanley Smith and Lottie Jean Thornton Smith, his wife, as tenants by by the entireties, by Deed from Earl W. Brittingham and Billie W. Brittingham dated October 6, 1979, and recorded among the aforesaid Land Records in Liber F.W.H. No. 680, Folio 608.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6791, p. 0025, MSA_CE31_6912. Date available 06/23/2016. Printed 02/25/2022.

LAW OFFICES
LONG BADGER & SHELLER LLP
124 EAST MAIN STREET
P.O. BOX 239
SALISBURY, MARYLAND
21840-0239
(410) 749-7156
FAX (410) 749-8771

FILED
2016 JUN 20 PM 4:04
SUSAN R. BRAHIECKI
CLK. CT. CT.
WOR. CO.

BOOK: 6791 PAGE: 26

ITEM TWO: ALL of the right, title and interest in and to the following described real estate situate and lying in the Tenth Election District of Worcester County, Maryland, said real estate comprising that portion of "South Harbor Road" as shown on the the plat entitled "Ocean City Harbor Subdivision" made by Morgan T. Gum, dated August, 1937, and recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 2, Folio 74, which lies easterly of Lot 67 and more particularly described as follows: BEGINNING at an iron rod set in the middle of South Harbor Road, North 06 degrees 30 minutes East, 20 feet from the northwest corner of Lot 1, Block F which is also the southeast corner of 5th Street and South Harbor Road, said point also being North 83 degrees 30 minutes West, 82.47 feet from and "X" chiseled in the concrete abutment at the waters edge; by and with the centerline of South Harbor Road South 83 degrees 30 minutes East, 470 feet to a point in the water adjacent to the end of Lot 77; thence North 06 degrees 30 minutes East, 20 feet to the northerly right of way line of Lot 77 and South Harbor Road (another point in the water), thence by and with the northerly right of way line and Lots 77 to 68, North 83 degrees 30 minutes West, 470 feet to a point; thence South 06 degrees 30 minutes West, 20 feet to the place of beginning, containing 9,400 square feet, more or less, as surveyed by Douglas G. Loewer, P.L.S. No. 10697, dated November 13, 1987; AND BEING the same land conveyed unto Stanley Smith and Lottie Jean Thornton Smith, his wife, as tenants by the entireties, by the Quitclaim Deed from County Commissioners of Worcester County dated May 9, 1989, and recorded among the aforesaid Land Records in Liber R.H.O. No. 1619, Folio 453.

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6791, p. 0026, MSA_CE31_6912. Date available 06/23/2016. Printed 02/25/2022.

LAW OFFICES
LONG BADGER & SHELLER LLP
124 EAST MAIN STREET
P.O. BOX 259
SALISBURY, MARYLAND
21801-0259
(410) 740-2156
FAX (410) 741-8731

The said Stanley Smith having departed this life whereupon the title to the property vested in Lottie Jean Thornton Smith by operation of law as the surviving tenant by the entirety.

General Property Address: Harbor Road, Ocean City, Maryland (Tax Account Number: 10-017254).

REFERENCE to said deeds, plat and to preceding deeds of the property hereby conveyed, and to the references contained therein, is hereby made a part hereof as if herein fully set forth.

TOGETHER with the improvements thereon and all the rights, ways, roads, privileges, appurtenances and advantages thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD the above granted property unto the said Grantees, as tenants by the entireties, with the right of survivorship, their assigns and the personal representatives and assigns of the survivor of them, forever in fee simple.

AND the Grantor does hereby covenant that she will warrant specially the property hereby conveyed and that she will execute such other and further assurances of the land as may be requisite and necessary.

AS WITNESS my hand and seal the day and year first above written.

WITNESS:

Marie C. Shroy

Lottie Jean Thornton Smith
Lottie Jean Thornton Smith (SEAL)

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6791, p. 0027, MSA_CE31_6912. Date available 06/23/2016. Printed 02/25/2022.

LAW OFFICES
LONG BADGER & SIKKELER LLP
314 EAST MAIN STREET
P.O. BOX 159
SALISBURY, MARYLAND
21801-0159
(410) 749-3156
FAX (410) 749-5771

BOOK: 6791 PAGE: 28

STATE OF MARYLAND, COUNTY OF Wicomico :

I HEREBY CERTIFY, that on this 1st day of June, 2016, before me, the undersigned officer, personally appeared Lottie Jean Thornton Smith, known to me to be the person whose name is subscribed unto the within instrument and she acknowledged that she executed the same for the purposes therein contained. AT THE SAME TIME, the said Grantor certified under the penalties of perjury that the actual consideration paid or to be paid for the foregoing conveyance, including the amount of any mortgage or deed of trust assumed by the Grantee is in the sum total of \$1,500,000.00.

AS WITNESS my hand and Notarial Seal.

My Commission Expires:

Alice C. Bailey
Notary Public

ALICE C. BAILEY
NOTARY PUBLIC
WICOMICO COUNTY
MARYLAND
MY COMMISSION EXPIRES Sept 1, 2019

The undersigned hereby certifies that this Deed was prepared by or under the supervision of an attorney admitted to practice before the Court of Appeals of Maryland.

Date: 6-1-2016

J. Garrett Sheller
J. Garrett Sheller Attorney-at-Law

JGS:acb
F:\R-E\9-7855\Deed

TRANSFER TAX PAID AND
FINANCE OFFICER
WORCESTER COUNTY
By JGS Date 6/13/16
Tax \$ 7,500.00

TAXES FOR WHICH ASSESSMENTS
HAVE BEEN RECEIVED HAVE BEEN
PAID AS OF THIS DATE. 6/13/16
Worcester County Finance Officer
By JGS

PAID
Water & Wastewater Services
JUN 13 2016
Worcester Co. Finance Officer
by JGS

EXCEPT PERSONAL PROPERTY
LR - Deed (w Taxes)
Recording Fee no CT 20.00
Grantor/Grantee Name:
smith/reese
Reference/Control #:
LR - Surcharge -
linked 40.00
LR - Recordation Tax -
linked 9,900.00
LR - State Transfer
Tax - linked 7,500.00
LR - Non-Resident Tax
- linked 0.00
SubTotal: 17,460.00
Total: 17,520.00
06/20/2016 04:07
CC23-INT
#6372209 CC0104 -
Worcester
County/CC01.04.02 -
Register 02

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6791, p. 0028, MSA_CE31_6912. Date available 06/23/2016. Printed 02/25/2022.

LAW OFFICES
LONGRADGER SHELLENLY
124 EAST MAIN STREET
P.O. BOX 259
BALSBURY, MARYLAND
21020-0259
(410) 749-2256
FAX (410) 749-8781

JUN 20 2016 The foregoing instrument
filed for record and is accordingly recorded
among the land records of Worcester County,
Maryland.

Sharon Prosser Clerk

State of Maryland Land Instrument Intake Sheet
 Baltimore City County: Worcester
 Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office Only.
 (Type or Print in Black Ink Only—All Copies Must Be Legible)

1 Type(s) of Instruments Check Box if addendum Intake Form is Attached.

1 Deed	2 Mortgage	Other _____	Other _____
Doed of Trust	Lease		

2 Conveyance Type Check Box

<input checked="" type="checkbox"/> Improved Sale Arms-Length (1)	<input type="checkbox"/> Unimproved Sale Arms-Length (2)	<input type="checkbox"/> Multiple Accounts Arms-Length (3)	<input type="checkbox"/> Not an Arms-Length Sale (9)
---	--	--	--

3 Tax Exemptions (if applicable)

Recordation _____
 State Transfer _____
 County Transfer _____

4 Consideration and Tax Calculations

Consideration Amount		Finance Office Use Only	
Purchase Price/Consideration	\$ 1,600,000.00	Transfer Tax Consideration	\$
Any New Mortgage	\$ 1,300,000.00	X () % =	\$
Balance of Existing Mortgage	\$	Less Exemption Amount	\$
Other:	\$	Total Transfer Tax	\$
Other:	\$	Recordation Tax Consideration	\$
Full Cash Value:	\$	X () per \$500 =	\$
		TOTAL DUE	\$

5 Fees

Amount of Fees	Doc. 1	Doc. 2	Agent:
Recording Charge	\$ 20.00	\$ 20.00	
Surcharge	\$ 40.00	\$ 40.00	Tax Bill:
State Recordation Tax	\$ 8,800.00	\$	C.B. Credit:
State Transfer Tax	\$ 7,600.00	\$	Ag. Tax/Other:
County Transfer Tax	\$ 7,600.00	\$	
Other	\$	\$	
Other	\$	\$	

6 Description of Property

SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).

District	Property Tax ID No. (1)	Grantor Liber/Folio	Map	Parcel No.	Var. LOG
10	017254	680/608 & 1619/453	27	380	<input type="checkbox"/> (5)
Subdivision Name		Lot (3a)	Block (3b)	Sec/AR (3c)	Plat Ref.
Ocean City Harbor		88-77 & *			2/74
Location/Address of Property Being Conveyed (2)					
Harbor Road					
*unplotted point east of Lot 77					
Other Property Identifiers (if applicable)					Water Meter Account No.
Residential <input type="checkbox"/> or Non-Residential <input type="checkbox"/> Fee Simple <input type="checkbox"/> or Ground Rent <input type="checkbox"/> Amount:					
Partial Conveyance? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Description/Amt. of SqFt/Acreage Transferred:					
If Partial Conveyance, List Improvements Conveyed:					

7 Transferred From

Doc. 1 - Grantor(s) Name(s)	Doc. 2 - Grantor(s) Name(s)
Lottie Jean Thornton Smith	James Patrick Reese Jr. and April Dawn Reese
Doc. 1 - Owner(s) of Record, if Different from Grantor(s)	Doc. 2 - Owner(s) of Record, if Different from Grantor(s)

8 Transferred To

Doc. 1 - Grantee(s) Name(s)	Doc. 2 - Grantee(s) Name(s)
James Patrick Reese Jr. and April Dawn Reese	Lottie Jean Thornton Smith
New Owner's (Grantee) Mailing Address	
27010 Hearis Drive, Crisfield, MD 21817	

9 Other Names to Be Indexed

Doc. 1 - Additional Names to be Indexed (Optional)	Doc. 2 - Additional Names to be Indexed (Optional)
--	--

10 Contact/Mail Information

Instrument Submitted By or Contact Person

Name: J. Garrett Sheller/Alice Return to Contact Person

Firm: Long Bedger & Sheller LLP Hold for Pickup

Address: 124 East Main Street, Salisbury, MD 21801 Return Address Provided

Phone: (410) 749-2356

11 IMPORTANT: BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information

Yes No Will the property being conveyed be the grantee's principal residence?

Yes No Does transfer include personal property? If yes, identify: _____

Yes No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only - Do Not Write Below This Line

Terminal Verification	Agricultural Verification		Whole	Part	Tran. Process Verification	
Transfer Number	Date Received:		Deed Reference		Assigned Property No.:	
Year	20	20	Geo.	Map	Sub	Block
Land			Zoning	Grid	Plat	Lot
Buildings			Use	Parcel	Section	Occ. Cd.
Town			Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

WORCESTER COUNTY CIRCUIT COURT (Land Records) SRB 6791, p. 0029, MSA_CE31_6912, Date available 06/23/2016, Printed 02/25/2022.

Space Reserved for County Validation

Space Reserved for Clerk-Court Clerk Recording Validation

Real Property Data Search ()
 Search Result for WORCESTER COUNTY

[View Map](#)

[View GroundRent Redemption](#)

[View GroundRent Registration](#)

Special Tax Recapture: None

Account Identifier: District - 10 Account Number - 017254

Owner Information

Owner Name:	REESE JAMES PATRICK JR & REESE APRIL DAWN	Use:	COMMERCIAL
Mailing Address:	27010 HEARTS DR CRISFIELD MD 21817-0000	Principal Residence:	NO
		Deed Reference:	/06791/ 00025

Location & Structure Information

Premises Address:	HARBOR RD OCEAN CITY 0-0000 Waterfront	Legal Description:	LOT 68 THRU 77 & UNPLATTED PT TO EAST OF LOT 77 HARBOR RD
-------------------	--	--------------------	---

Map:	Grid:	Parcel:	Neighborhood:	Subdivision:	Section:	Block:	Lot:	Assessment Year:	Plat No:
0027	0014	0390	18080.24	76D0			68	2022	

Town: None

Primary Structure Built	Above Grade Living Area	Finished Basement Area	Property Land Area	County Use
			28,813 SF	

Stories	Basement	Type	Exterior	Quality	Full/Half Bath	Garage	Last Notice of Major Improvements
---------	----------	------	----------	---------	----------------	--------	-----------------------------------

/

Value Information

	Base Value	Value	Phase-in Assessments	
		As of	As of	As of
		01/01/2022	07/01/2022	07/01/2023
Land:	1,103,600	1,242,100		
Improvements	327,900	230,500		
Total:	1,431,500	1,472,600	1,445,200	1,458,900
Preferential Land:	0	0		

Transfer Information

Seller: SMITH STANLEY & Type: ARMS LENGTH IMPROVED	Date: 06/20/2016 Deed1: /06791/ 00025	Price: \$1,500,000 Deed2:
Seller: EARL W & BILLIE W BRITTINGHAM Type: NON-ARMS LENGTH OTHER	Date: 10/08/1979 Deed1: RHO /01619/ 00447	Price: \$0 Deed2:
Seller:	Date:	Price:
Type:	Deed1:	Deed2:

Exemption Information

Partial Exempt Assessments:	Class	07/01/2022	07/01/2023
County:	000	0.00	
State:	000	0.00	
Municipal:	000	0.00 0.00	0.00 0.00

Special Tax Recapture: None

Homestead Application Information

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application Date:

THIS QUITCLAIM DEED, is made and executed this ____ day of _____, 2023, by the COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, a body politic incorporated in the State of Maryland, hereinafter termed “Grantor,” witnesseth:

WHEREAS, James Patrick Reese, Jr., and April Dawn Reese, his wife, are the owners of Lots Nos. 68 through 77 and an unplatted point of land lying directly to the east of Lots No. 77, as shown on the plat entitled “Revision of and Addition to Plat No. 1, Ocean City Harbor Sub-Division, Seaside Incorporated,” made by Morgan T. Gum, dated August 1937, and recorded among the Land Records of Worcester County, Maryland, in Plat Book O.D.C. No. 2, Folio 74, by virtue of a Deed from Lottie Jean Thornton Smith dated June 1, 2016, and recorded among the Land Records for Worcester County, Maryland at Book 6791, Page 25 (hereinafter referred to as the “Reese Lots”); and

WHEREAS, the Reese Lots are situate on the southerly side of any binding upon the Ocean City Harbor and on the westerly side of and binding upon Sinepuxent Bay; and

WHEREAS, James Patrick Reese, Jr., and April Dawn Reese have requested that the County Commissioners of Worcester County, Maryland, execute this Quitclaim Deed to ratify and confirm the northerly line of the Reese Lots, and the County Commissioners of Worcester County, Maryland, has agreed to do so;

NOW, THEREFORE, THIS QUITCLAIM DEED WITNESSETH: That for no monetary consideration, the County Commissioners of Worcester County, Maryland, do hereby grant, convey and quitclaim to James Patrick Reese, Jr., and April Dawn Reese, his wife, hereinafter referred to as “Grantees,” the right, title, claim and interest, if any they have, in and to the following described property:

All that lot, tract or parcel of land situate on the southerly side of any binding upon the southerly side of and binding upon the Ocean City Harbor, and on the westerly side of and binding upon Sinepuxent Bay; bounded on the south by the southerlymost line of the lands conveyed to James Patrick Reese, Jr., and April

Dawn Reese by the aforesaid Deed from Lottie Jean Thornton Smith dated June 1, 2016; and bounded on the west by Lot No. 67 depicted on the aforesaid Plat and the easterly terminus of South Harbor Road.

BEING ALL AND THE SAME land as was conveyed to James Patrick Reese, Jr., and April Dawn Reese, his wife, by Deed from Lottie Jean Thornton Smith dated June 1, 2016, and recorded among the Land Records for Worcester County, Maryland at Book 6791, Page 25.

Property Address: Harbor Road, Ocean City, MD 21842
Map 27, Parcel 390 [Tax ID No. 10-017254]

REFERENCE to the aforesaid deed and plat and to preceding deeds of the property is hereby made for a more particular description of the property hereby conveyed.

TOGETHER with the improvements thereon and all the rights, ways, roads, waters, privileges and and appurtenances thereto belonging or in any manner appertaining.

TO HAVE AND TO HOLD the above-described property unto James Patrick Reese, Jr., and April Dawn Reese, his wife, as tenants by the entireties, and the personal representatives and assigns of the survivor, forever in fee simple.

AND the said Grantor does hereby covenant that it will execute such other and further assurances of the same as may be necessary and requisite.

AS WITNESS the hand and seal of the Grantor the day and year first above written.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY, MARYLAND

By: _____ (SEAL)
President

STATE OF MARYLAND, COUNTY OF WORCESTER to-wit:

I HEREBY CERTIFY, that on this ____ day of _____, 2023, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared _____, President of the County Commissioners of Worcester County, Maryland, and acknowledged the foregoing document to be the act and deed of the County Commissioners of Worcester County, Maryland, and executed the same for the purposes therein contained.

AS WITNESS my hand and Notarial Seal.

Notary Public

My Commission Expires: _____

DRAFT



Worcester County

Government Center
 Department of Human Resources
 One West Market Street, Room 1301
 Snow Hill, Maryland 21863-1213
 410-632-0090
 Fax: 410-632-5614

STACEY E. NORTON
 Human Resources Director

To: Weston Young, Chief Administrative Officer
From: Stacey Norton, Human Resources Director *Stacey Norton*
Date: March 9, 2023
Subject: FY 24 Benefits Recommendations Open Session

Below you will find the FY 24 benefit recommendations from the Health Benefits Committee and PSA Insurance and Financial Services, Inc.

The CareFirst renewal for active employees and retirees under 65 was an increase of 13.9% or \$3,869,708. PSA Insurance and Financial Services, Inc. was successful in negotiations which resulted in a 13.1% increase (\$3,649,018) for the medical, dental, and pharmacy plans. The plan includes County and Board of Education active employees and retirees under 65. It also includes the Commission on Aging active employees.

The negotiated savings were \$222K includes improvements in Rx discounts of \$56K. In addition, we were also able to achieve a pharmacy loyalty credit of \$100K to be paid out the first quarter of FY24 if we remain with CVS/Caremark through June 30, 2024, and a \$50K Pharmacy Management Allowance.

The CareFirst Medicare Advantage plan for retirees over 65 has a renewal cost of \$4,219,800 for calendar year 2023. We are in a two-year rate guarantee for 2022 and 2023 and with a rate guarantee of no more than a 5% increase in calendar year 2024.

We have the following five recommendations for FY 24:

1. **Dental:** Stay with CareFirst. There will be no plan changes and a 5.46% increase or \$69,188. This plan is 100% funded by the members.
2. **Vision:** Stay with VSP. There will be no plan or rate changes and we will be in year 4 of a 4-year rate guarantee. This is 100% funded by the members.

3. **Life and Disability:** Stay with Guardian for County Government. There will be no plan or rate changes. We have a flat 2-year rate guarantee through June 30, 2025.
4. **Medical/Pharmacy:** Stay with CareFirst and CVS Caremark for active members and retirees under 65 and the CareFirst Medicare Advantage Program in partnership with Retiree First for retirees over 65. There will be no plan changes.
5. **Rate Stabilization Reserve Fund:** utilize \$1M from this fund to buy down the medical and pharmacy rates for FY 24.

If these recommendations are approved, it will result in a 9.49% increase (\$2,649,031) which includes a \$1,350 PCORI fee.

Please note the Medical/Pharmacy rate increase history for the last 4 fiscal years below:

- FY 20 = - 0.03% (rate decrease)
- FY 21 = -12.30% (rate decrease)
- FY 22 = 0.00% (no rate change)
- FY 23 = 0.00% (no rate change)

CareFirst requires signed contracts for our renewal decision by 5:00pm on March 24, 2023. If this deadline is not met, CareFirst will then reevaluate the rates considering claims through the end of February, 2023 and there is a risk that the rates may increase.

I look forward to discussing this with you during the open session at the March 21, 2023 meeting.

Thank you for your support and consideration.



Worcester County Government

One West Market Street | Room 1103 | Snow Hill MD 21863-1195

(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: March 14, 2023
RE: Update on the Worcester County Fire and EMS Strategic Planning Committee

County government members of the Fire and EMS Strategic Planning Committee would like to give an update on our meetings thus far.

County Members include: Commissioners Bunting, Elder, and Mitrecic, Chief Administrative Officer Young, and Finance Officer Phil Thompson.



Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
(410) 632-1194 | (410) 632-3131 (fax) | admin@co.worcester.md.us | www.co.worcester.md.us

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: March 14, 2023
RE: Delaware Impacts to Emergency Medical Services in Worcester County

In a recent Worcester County Fire and EMS Strategic Planning Committee meeting, it was brought to our attention that the Bishopville Volunteer Fire Department ('Bishopville') is frequently and increasingly dispatched into Sussex County, Delaware for EMS calls, impacting response times within the county. Staff pulled data for the last three full calendar years (2020-2022) and the found the following:

In 2020, Bishopville was requested to respond in to Sussex County 21 times. There are no records of a Delaware company responding into Bishopville's first due area.

In 2021, Bishopville was requested to respond in to Sussex County 30 times. There were 2 instances of a Delaware company responding into Bishopville's first due area.

In 2022, Bishopville was requested to respond in to Sussex County 47 times. There were 3 instances of a Delaware company responding into Bishopville's first due area.

In light of this, we are requesting we send a letter to the Sussex County Council to meet to discuss this trend and possible remedies.

TEL: 410-632-1194
 FAX: 410-632-3131
 WEB: www.co.worcester.md.us



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr., VICE PRESIDENT
 Caryn Abbott
 Theodore J. Elder
 Eric J. Fiori
 Joseph M. Mitrecic
 Diana Purnell

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

March 13, 2023

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2023

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (11), which have current or upcoming vacancies (26).

President Bertino – You have Two (2) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- J.T. Novak – Term Ending – Bd. Of Electrical Examiners

Commissioner Purnell – You have fulfilled all board positions, Thank you!

Commissioner Bunting - You have Two (2) positions open:

- David Deutsch - Term Ending - Dec. 21 - Ethics Board.
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Abbott - You have fulfilled all board positions, Thank you!

Commissioner Mitrecic - You have One (1) position open:

- Jake Mitrecic – Resigned – Housing Review Bd.

Commissioner Elder - You have Two (2) positions open:

- George Dix – Term Ending – Solid Waste Advisory Bd.
- Hope Carmean – Tenure Expires – Commission For Women - Not a Reappointment

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Matthew Kraeuter - Term Ended - Dec. 21-Water & Sewer Advisory Council, Mystic Harbour
- Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbour
- Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbour
- Bruce Burns -passed- Water & Sewer Advisory Council, Mystic Harbour
- Keith Swanton -Term Ended-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment
- Mary “Liz” Mumford -Tenure Expired -Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

- **(5)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.
- **(1) -Drug and Alcohol Abuse Council - 4 Positions – (1)** (Passing of Dr. Cragway, Jr),
- **(2) - Local Development Council For the Ocean Downs Casino-4 yr.-**
Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.),
- **(5) - Water and Sewer Advisory Council - Mystic Harbour (3)** (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) **(2)**-Term E n d e d -Martin Kwesko and Matthew Kraeuter
- **(1)- Water and Sewer Advisory Council- West Ocean City-(1)** Term Ended-Dec. 21 - Keith Swanton
- **(7) - Commission for Women-(3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser
(2) Term Ending- Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)
(2) Tenure Ending - Mary Mumford (At-Large) and Hope Carmean (Elder)

Pending Board Appointments - By Commissioner

District 1 – Abbott Thank You, all of your boards are complete.

District 2 -Purnell Thank You, all of your boards are complete.

District 3 – Fiori

- p.14 Martin Kwesko - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.14 Matthew Kraeuter - Term Ending - Dec. 21-Water & Sewer Adv. Mystic Harbor
- p.14 Joseph Weitzell – passed - Water & Sewer Advisory Council, Mystic Harbor
- p.14 Richard Jendrek- passed- Water & Sewer Advisory Council, Mystic Harbor
- p. 14 Bruce Bums -passed- Water & Sewer Advisory Council, Mystic Harbor
- p.15 Keith Swanton -Term Ended- Water & Sewer Adv., West Ocean City
- p.16 Elizabeth Rodier -Term Ended- Commission for Women
- p. 16 Mary “Liz” Mumford -Term Ended- Commission for Women

District 4 -Elder

- p.13 George Dix – Term Ended – Solid Waste Adv. Bd.
- p.16 Hope Carmean – Term Ended – Comm. For Women

District 5 – Bertino

- p.6 George Solyak – Term Ending – Ag. Reconciliation Bd.
- p.9 J. T . Novak – Term Ending – Bd. Of Electrical Examiners

District 6- Bunting

- p. 10 David Deutsch– Ethics Board
- p. 16 Susan Childs - resigned– Commission For Women

District 7-Mitrecic p.11 Jake Mitrecic – Resigned – Housing Review Bd.

All Commissioners:

p. 4 - (5)-Adult Public Guardianship Board - (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist – (4) Term Endings – Dr. Greer, Mr. Collins, Ms. Howard and Ms. Wessels.

p. 7 - (1) -Drug and Alcohol Abuse Council – (1) (Passing of Dr. Cragway, Jr),

p. 12 - (2) - Local Development Council For the Ocean Downs Casino-4 yr.- Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.)

p. 14 - (5) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell) (1)-Term Endings - Martin Kwesko and Matthew Kraeuter.

p. 15- (1)- Water and Sewer Advisory Council-West Ocean City- -Keith Swanton

p. 16 - (7) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori) Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.

(2) Term Ending- Coleen Colson (DSS), and Windy Phillips (Bd. Of Ed.)

(2) Tenure Ending - Mary Mumford (At-Large) and Hope Carmean (Elder)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16 -19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

ADULT PUBLIC GUARDIANSHIP BOARD
(Continued)

Prior Members:

Dr. Donald Harting
Maude Love
Thomas Wall
Dr. Dorothy Holzworth
B. Randall Coates
Kevin Douglas
Sheldon Chandler
Martha Duncan
Dr. Francis Townsend
Luther Schultz
Mark Bainum
Thomas Mulligan
Dr. Paul Flory
Barbara Duerr
Craig Horseman
Faye Thornes
Mary Leister
Joyce Bell
Ranndolph Barr
Elsie Briddell
John Sauer
Dr. Timothy Bainum
Ernestine Bailey
Terri Selby (92-95)
Pauline Robbins (92-95)
Darryl Hagey
Dr. Ritchie Shoemaker (92-95)
Barry Johansson (93-96)
Albert Straw (91-97)
Nate Pearson (95-98)
Dr. William Greer, III (95-98)
Rev. Arthur L. George (95-99)
Irvin Greene (96-99)
Mary Leister (93-99)
Otho Aydelotte, Jr. (93-99)
Shirley D'Aprix (98-00)
Theresa Bruner (91-02)
Tony Devereaux (93-02)
Dr. William Krone (98-02)
David Hatfield (99-03)
Dr. Kimberly Richardson (02-03)
Ina Hiller (91-03)
Dr. David Pytlewski (91-06)
Jerry Halter (99-06)
Dr. Glenn Arzadon (04-07)
Madeline Waters (99-08)
Mimi Peuser (03-08)
Dr. Gergana Dimitrova
(07-08)
Carolyn Cordial (08-13)
June Walker (02-13)
Bruce Broman (00-14)
Lori Carson (13-14)

Since 1972

Pattie Tingle (15-16)
The Rev. Guy H. Butler
(99-17)
Debbie Ritter (07-17)
Dean Perdue (08-17)
Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Reference: Public Local Law § ZS 1-346 (Right to Farm Law)

Appointed by: County Commissioners

Function: Regulatory
 Mediate and arbitrate disputes involving agricultural or forestry operations conducted on agricultural lands and issue opinions on whether such agricultural or forestry operations are conducted in a manner consistent with generally accepted agricultural or forestry practices and to issue orders and resolve disputes and complaints brought under the Worcester County Right to Farm Law.

Number/Term: 5 Members/4-Year Terms - Terms expire December 31st

Compensation: None - Expense Reimbursement as provided by County Commissioners

Meetings: At least one time per year, more frequently as necessary

Special Provisions: - All members must be County residents
 - Two Members chosen from nominees of Worcester County Farm Bureau
 - One Member chosen from nominees of Worcester County Forestry Board
 - Not less than 2 but not more than 3 members shall be engaged in the agricultural or forestry industries (**At-Large members - non-ag/forestry**)

Staff Contact: Dept. of Development Review & Permitting
 - Jennifer Keener (410-632-1200)
 County Agricultural Extension Agent - As Consultant to the Board
 - Doug Jones, District Manager, Resource Conservation District - (632-3109, x112)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Ag/Forest Industry</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Solyak	At-Large	No	Ocean Pines	18-22
Stacey Esham	Forestry Bd.	Yes	Berlin	12-16-20, 20-24
Brooks Clayville	Farm Bureau	Yes	Snow Hill	00-04-08-12-16-20, 20-24
Dean Ennis	Farm Bureau	Yes	Pocomoke	06-10-14-18-22-26
Tom Babcock	At-Large	No	Whaleyville	14-18-22-26

Prior Members: Since 2000

- Michael Beauchamp (00-06)
- Phyllis Davis (00-09)
- Richard G. Holland, Sr. (00-12)
- Rosalie Smith (00-14)
- Betty McDermott *(09-17)

* = Initial terms staggered

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18-22-26
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18-22-26
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22-26

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starner	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19, 19-22
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Howard Pusey	Bob Arnold (97-10)
William Molnar	Elwood Bunting	Jamie Englishmen (06-12)
Thomas Ashby	W. Prentiss Howard	
Billy Burton Cropper	Frank Bradshaw (90-96)	
Alonza Anderson	H. Coston Gladding (90-96)	
Gus Foltz	Willard W. Ward (92-97)	
Robert Conner	Walter Ward (92-98)	
Gus Payne	Dale Venable (94-00)	
Robert Farley	Gary Frick (96-03)	
Mike Costanza	Thomas Duncan (02-05)	
Herbert Brittingham	Mike Henderson (00-06)	
Otho Mariner	Brent Pokrywka (02-07)	
Mark Odachowski	Joel Watsky (03-08)	

* = Appointed to fill an unexpired term

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Fiori	Berlin	*02-05-09-13-17-21-25
Iola Tariq	D-2, Purnell	Berlin	*22-26
Mickey Ashby	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1972)

- | | |
|-----------------------------|-------------------------------|
| J.D. Quillin, III | Walter Kissel (05-09) |
| Charles Nelson | Marion Chambers (07-11) |
| Garbriel Purnell | Jay Knerr (11-14) |
| Barbara Derrickson | Robert I. Givens, Jr. (98-14) |
| Henry P. Walters | Diana Purnell (09-14) |
| William Long | Kevin Douglas (08-16) |
| L. Richard Phillips (93-98) | Lee W. Baker (08-16) |
| Marigold Henry (94-98) | Richard Passwater (09-17) |
| Louis Granados (94-99) | Jeff Knepper (16-21) |
| Kathy Philips (90-00) | Faith Mumford (14-22) |
| Mary Yenny (98-05) | |
| Bill Ochse (99-07) | |
| Randall Mariner (00-08) | |
| Wallace D. Stein (02-08) | |
| William Kuhn (90-09) | |

* = Appointed to fill an unexpired term

HOUSING REVIEW BOARD

Reference: Public Local Law §BR 3-104

Appointed by: County Commissioners

Function: Regulatory/Advisory
To decide on appeals of code official’s actions regarding the Rental Housing Code. Decide on variances to the Rental Housing Code. Review Housing Assistance Programs.

Number/Term 7/3-year terms
Terms expire December 31st

Compensation: \$100 per meeting (policy)

Meetings: As Needed

Special Provisions: Immediate removal by Commissioners for failure to attend meetings.

Staff Support: Development Review & Permitting Department
Davida Washington, Housing Program Administrator - 410-632-1200
Ext: 1171

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Terms(s)</u>
Scott Tingle	D-4, Elder	Snow Hill	14-17-20, 20-23
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
Jake Mitrecic	D-7, Mitrecic	Ocean City	15-18-21, 21-24(resigning)
Keri-Ann F. Byrd	D-1, Abbott	Pocomoke	22-25
Debbie Hileman	D-6, Bunting	Ocean Pines	10-13-16-19-22-25
Don Furbay	D-3, Fiori	Ocean Pines	23-26

Prior Members:

Phyllis Mitchell	Wardie Jarvis, Jr. (96-03)	C.D. Hall 10-22
William Lynch	Albert Bogdon (02-06)	Chase Church (*19-22)
Art Rutter	Jamie Rice (03-07)	
William Buchanan	Howard Martin (08)	
Christina Alphonsi	Marlene Ott (02-08)	
Elsie Purnell	Mark Frostrom, Jr. (01-10)	
William Freeman	Joseph McDonald (08-10)	
Jack Dill	Sherwood Brooks (03-12)	
Elbert Davis	Otho Mariner (95-13)	
J. D. Quillin, III (90-96)	Becky Flater (13-14)	
Ted Ward (94-00)	Ruth Waters (12-15)	
Larry Duffy (90-00)	John Glorioso (*06-19)	
Patricia McMullen (00-02)	Sharon Teagle (00- 20)	
William Merrill (90-01)	Davida Washington (*21-21)	
Debbie Rogers (92-02)	Donna Dillion (08-22)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 26

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Mary Beth Carozza	Indefinite	Maryland Senator	14-indefinite
Wayne A. Hartman	Indefinite	Maryland Delegate	18-indefinite
Charles Otto	Indefinite	Maryland Delegate	14-indefinite
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26

Prior Members:

J. Lowell Stoltzfus^c (09-10)
 Mark Wittmyer^c (09-11)
 John Salm^c (09-12)
 Mike Pruitt^c (09-12)
 Norman H. Conway^c (09-14)
 Michael McDermott (10-14)
 Diana Purnell^c (09-14)
 Linda Dearing (11-15)
 Todd Ferrante^c (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr.^c (09-18)
 Ron Taylor^c (09-14)
 James Rosenberg (09-19)
 Rod Murray^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

Reference: County Commissioners' Resolution 5/17/94 and 03-6 on 2/18/03

Appointed by: County Commissioners

Function: Advisory
Review and comment on Solid Waste Management Plan, Recycling Plan, plans for solid waste disposal sites/facilities, plans for closeout of landfills, and to make recommendations on tipping fees.

Number/Term: 11/4-year terms; Terms expire December 31st.

Compensation: \$100 per meeting expense allowance, subject to annual appropriation

Meetings: At least quarterly

Special Provisions: One member nominated by each County Commissioner; and one member appointed by County Commissioners upon nomination from each of the four incorporated towns.

Staff Support: Solid Waste - Solid Waste Superintendent – David Candy - (410-632-3177)
Solid Waste - Recycling Coordinator - Mike McClung - (410-632-3177)
Department of Public Works - Dallas Baker- (410-632-5623)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
George Dix	D-4, Elder	Snow Hill	*10-10-14-18, 18-22
John O'Brien	D-6, Bunting	Bishopville	*22-23
Granville Jones	D-7, Mitrecic	Berlin	*15-16-20, 20-24
Michelle Beckett-El Soloh	Town of Pocomoke City		*19-20, 20-24
Michael Pruitt	Town of Snow Hill		*22-24
Don Furbay	D-3, Fiori	Berlin	20-24
James Charles	Town of Berlin		21-25
Brain Scarborough	Town of Ocean City		21-25
Vaughn White	D-2, Purnell	Berlin	*19-21, 21-25
Bob Gilmore	D-5, Bertino	Ocean Pines	*21-22, 22-26
George Linvill	D-1, Abbott	Pocomoke	14-18-22-26

Prior Members: (Since 1994)

Ron Cascio (94-96)	Hugh McFadden (98-05)	Bob Donnelly (11-15)
Roger Vacovsky, Jr. (94-96)	Dale Pruitt (97-05)	Howard Sribnick (10-16)
Lila Hackim (95-97)	Frederick Stiehl (05-06)	Dave Wheaton (14-16)
Raymond Jackson (94-97)	Eric Mullins (03-07)	Wendell Purnell (97-18)
William Turner (94-97)	Mayor Tom Cardinale (05-08)	George Tasker (*15-20)
Vernon "Corey" Davis, Jr. (96-98)	William Breedlove (02-09)	Rodney Bailey *19
Robert Mangum (94-98)	Lester D. Shockley (03-10)	Steve Brown *10-19
Richard Rau (94-96)	Woody Shockley (01-10)	Bob Augustine 16-19
Jim Doughty (96-99)	John C. Dorman (07-10)	Michael Pruitt *15-19
Jack Peacock (94-00)	Robert Hawkins (94-11)	James Rosenburg (*06-19)
Hale Harrison (94-00)	Victor Beard (97-11)	Jamey Latchum *17-19
Richard Malone (94-01)	Mike Gibbons (09-14)	Hal Adkins (*20-21)
William McDermott (98-03)	Hank Westfall (00-14)	Mike Poole (11-22)
Fred Joyner (99-03)	Marion Butler, Sr. (00-14)	
	Robert Clarke (11-15)	

* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
MYSTIC HARBOUR SERVICE AREA**

Reference: County Commissioners' Resolutions of 11/19/93 and 2/1/05

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 7/4-year terms
Terms Expire December 31

Compensation: \$100.00/meeting

Meetings: Monthly or As-Needed

Special Provisions: Must be residents of Mystic Harbour Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Martin Kwesko	Mystic Harbour	13-17, 17-21
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22
Matthew Kraeuter	Ocean Reef	19-22
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23
Bruce Burns	Deer Point	19-23
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19, 19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Elizabeth Rodier	D-3, Fiori	Bishopville	18-21(Resigned)
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22
Coleen Colson	Dept of Social Services		19-22
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Windy Phillips	Board of Education		19-22
Tamara White	D-1. Abbott	Pocomoke City	17-20, 20-23 21-24
Kris Heiser	Public Safety – State Attorney Office		(Resigned)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
Terri Shockley	At-Large	Snow Hill	17-20, 20-23
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23
Crystal Bell, MPA	Health Department		*22-23
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23
Dr. Darlene Jackson- Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24

Prior Members: Since 1995

- | | | |
|---|-------------------------------------|------------------------------|
| Ellen Pilchard ^c (95-97) | Patricia Ilczuk-Lavanceau (98-99) | Catherine W. Stevens (02-04) |
| Helen Henson ^c (95-97) | Lil Wilkinson (00-01) | Hattie Beckwith (00-04) |
| Barbara Beaubien ^c (95-97) | Diana Purnell ^c (95-01) | Mary Ann Bennett (98-04) |
| Sandy Wilkinson ^c (95-97) | Colleen McGuire (99-01) | Rita Vaeth (03-04) |
| Helen Fisher ^c (95-98) | Wendy Boggs McGill (00-02) | Sharyn O'Hare (97-04) |
| Bernard Bond ^c (95-98) | Lynne Boyd (98-01) | Patricia Layman (04-05) |
| Jo Campbell ^c (95-98) | Barbara Trader ^c (95-02) | Mary M. Walker (03-05) |
| Karen Holck ^c (95-98) | Heather Cook (01-02) | Norma Polk Miles (03-05) |
| Judy Boggs ^c (95-98) | Vyoletus Ayres (98-03) | Roseann Bridgman (03-06) |
| Mary Elizabeth Fears ^c (95-98) | Terri Taylor (01-03) | Sharon Landis (03-06) |
| Pamela McCabe ^c (95-98) | Christine Selzer (03) | Vanessa Alban (17-22) |
| Teresa Hammerbacher ^c (95-98) | Linda C. Busick (00-03) | |
| Bonnie Platter (98-00) | Gloria Bassich (98-03) | |
| Marie Velong ^c (95-99) | Carolyn Porter (01-04) | |
| Carole P. Voss (98-00) | Martha Pusey (97-03) | |
| Martha Bennett (97-00) | Teole Brittingham (97-04) | |

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	