

**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>

**July 18th, 2023**

- |   |             |
|---|-------------|
|   | Item #      |
| 9:00 AM - Vote to Meet in Closed Session in Commissioners' Conference Room – Room 1103<br>Government Center, One West Market Street, Snow Hill, Maryland  |             |
| 9:01 - Closed Session<br>(Discussion regarding a personnel update, request to hire Correctional Officers and certain personnel matters with human resources, receiving legal advice, and performing administrative functions)   |             |
| 10:00 - Call to Order, Prayer, Pledge of Allegiance   |             |
| 10:01 - Report on Closed Session; Review and Approval of Minutes from July 5, 2023  |             |
| 10:02 - Consent Agenda<br>(Sheriff's Department Grant Awards, CJAC Grant Application, Revised Housing Rehab Guidelines, Request for Public Hearing CDBG Housing Rehab, Request to Bid Roofing and Siding Bank Street, Request to Purchase Field Groomer, Support Letter Henry Hotel Grant)  |             |
|   | <b>1-7</b>  |
| 10:03 - Chief Administrative Officer: Administrative Matters<br>(2023 Legislative Update, ARPA Request Ocean Pines Volunteer Fire, Request to Award Berlin Roads Building Remodel, Request to Bid Fencing Roads Pocomoke, Request to Lease Compact Track Loader, Vehicle Purchasing Procedures, Lions Club Property Purchase, Board Appointments) |             |
|   | <b>8-15</b> |
| 10:30 - Public Hearing Bill 23-06 – County Landings   |             |
|   | <b>16</b>   |
| 12:00 PM - Questions from the Press; County Commissioner's Remarks  |             |
| <b>Lunch</b>  |             |
| 1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)   |             |

**AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING**

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

July 5, 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 Elder, seconded by Commissioner Abbott, 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 Deputy Director Pat Walls. Topics discussed and actions taken included the following: personnel update, promoting Recycling Crew Leader Robert Keenan to recycling manager within the Solid Waste Division, and certain personnel matters; receiving legal advice from counsel; and performing administrative functions, including discussing board appointments.

Following a motion by Commissioner Elder, seconded by Commissioner Bunting, the commissioners unanimously voted to adjourn their closed session at 9:53 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 Reverend Dale Brown of the Community Church at Ocean Pines 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 June 20, 2023 meeting as presented.

The commissioners presented a years-of-service commendation to Executive Director Jack Ferry who is retiring following 15 years of service to the Worcester County Developmental Center.

The commissioners presented a proclamation recognizing July as National Park and Recreation Month to Worcester County Recreation and Parks (WCRP) Director Kelly Rados and encouraged those in attendance to learn more about county parks by visiting <https://worcesterrecandparks.org> and to get out, get active, and enjoy nature with WCRP.

The commissioners presented commendations to the Worcester County Camp Coast team for taking first place during the 33<sup>rd</sup> annual Berlin Bathtub Races. Team members included Drivers Derek Jarmon and Aaron Goddard, pit crew members Lisa Gebhardt, Ben Kirk, Tyler Keiser, Myro Small, Brianna Dix, Lauren Ahlers, Emelia Goddard, and Kelly Buchanan, building and construction crew members Jacob Stephens, Billy Allman, and Ryan Blevins, and Roads Division welder Travis Timmons.

Upon a motion by Commissioner Bunting, the commissioners unanimously approved by consent agenda item numbers 2-4 and 6-10 as follows: the Findings of Fact and Resolution in Rezoning Case No. 441, rezoning approximately 3.29 acres of land identified on Tax Map 26 as Parcel 445, Lot 1B, from C-2 General Commercial District to R-4 General Residential District; scheduling a public hearing on leasing approximately four feet of front lobby floor space in the Government Center to the State Employees Credit Union of Maryland to install and maintain an Automated Teller Machine; the FY24 Edward J. Byrne Memorial Justice Grant application of \$99,981 to purchase public safety equipment for the STAR Team; a letter supporting the African American Heritage Preservation Program Grant application submitted by St. James AME Church of Snow Hill; the State Homeland Security Program 2023 Sub-Recipient Grant Agreement administered by the Maryland Department of Emergency Management for the Department of Homeland Security awarding Worcester County Emergency Services a total of \$97,308.52 for training and public safety programs within the County; a Local Management Board (LMB) Community Partnership Agreement for grant funds of \$927,531 for FY23 LMB programs and strategies; the purchase of 59 LIFEPAK CR2 Defibrillators and related equipment from Stryker Medical at a cost of \$100,002.40; and scheduling a public hearing on the eight FY24 Maryland Agricultural Land Preservation Foundation applications.

Pursuant to the recommendation of Procurement Officer Nick Rice and upon a motion by Commissioner Abbott, the commissioners voted 4-3, with Commissioners Elder, Mitrecic, and Purnell voting in opposition, to approve the purchase of an armored rescue vehicle from Lenco Armored Vehicles at a cost of \$321,833 for use within the Sheriff's Office. Commissioner Mitrecic stated that this would not be a wise use of taxpayer funds; therefore, he could not support this purchase. Commissioner Bertino disagreed, stating that it would provide the Sheriff's Office with the public safety tools needed to protect the community.

Pursuant to the request of State's Attorney Kris Heiser and upon a motion by Commissioner Elder, the commissioners unanimously agreed to convert on full-time assistant state's attorney (ASA) position to two part-time ASA positions. One of the two positions is to be filled by a retiring ASA. Commissioner Mitrecic stated that it is difficult to fill part-time positions. He further expressed concern that Ms. Heiser will request that the second part-time position be converted to full-time in the future if it cannot be filled.

Pursuant to the recommendation of Development Review and Permitting Director Jennifer Keener and upon a motion by Commissioner Bunting, the commissioners unanimously adopted Resolution No. 23-16 naming a private lane off of South Point Road in Berlin as Bay Point Lane.

Pursuant to the request of Mr. Rice and Housing Program Coordinator Davida Washington and upon a motion by Commissioner Elder, the commissioners unanimously approved the proposed Request for Qualifications documents for housing rehabilitation projects. Mr. Rice explained that the County will no longer solicit bids for individual projects, but will instead establish a pool of qualified contractors that the County will solicit directly for all future housing rehabilitation projects. In response to comments by Commissioner Bertino, Mr. Rice stated that historically the County has been unable to attract the State-required minimum of three bidders for housing rehabilitation projects, and developing a pool of qualified contractors would satisfy the State requirements.

Pursuant to the recommendation of Mr. Rice and upon a motion by Commissioner Purnell, the commissioners unanimously approved the use of American Rescue Plan Act (ARPA) funds of \$38,190 for rescue rope and accessory roper rescue equipment (\$19,065) and electric vehicle firefighting equipment (\$19,125) for Berlin EMS and \$75,000 towards the purchase of a replacement ambulance for the Berlin Fire Company.

Pursuant to the recommendation of Mr. Rice and Recreation and Parks Director Kelly Rados and upon a motion by Commissioner Abbott, the commissioners unanimously accepted the low bid of \$355,500 for the Worcester County Recreation Center storage addition project to Delmarva Veteran Builders.

Pursuant to the request of Mr. Rice and Warden Fulton Holland and upon a motion by Commissioner Abbott, the commissioners unanimously agreed to extend the medical services contract with Wellpath through June 30, 2024, which includes additional requested Medical Assisted Treatment program services required by the State, at a cost of \$1,660,862. In response to a question by Commissioner Elder, Warden Holland advised that the new contract includes a seven percent rate increase over the prior year.

Deputy Chief Administrative Officer Candace Savage provided a snapshot of the three Elementary and Secondary School Relief (ESSER) grants totaling approximately \$22.4 million that have been awarded to the Board of Education, with approximately \$9.5 million remaining. She advised that future operating budgets could start with a shortfall of \$2.3 million if the BOE continues two ESSR-funded programs totaling approximately \$1.7 million and the grant-funded pre-k program totaling approximately \$600,000 once these grants expire. Ms. Savage stated that County staff continues to work through the information provided about other grants, and so far they have identified 30 new restricted or grant-funded positions created by the BOE in 2022. She stated that County staff will identify if and how other grants may also impact the operating budget.

In response to a question by Commissioner Abbott, Ms. Savage advised that one of the FY24 reductions proposed by the BOE to balance the budget is the LEADS grant match, which is not mentioned in the FY23 or FY24 budget books, but is included as a budget line item within the salaries category of \$450,000 in documents submitted to County staff following their public information act request. She stated that staff will request clarification on that item. In response to questions by Commissioner Bertino, Chief Administrative Officer Weston Young confirmed that if Maintenance of Effort funding is continued and those grants are added to the BOE's general

fund it could compress funding for teacher salaries, but that would be contingent upon whether the State provides additional funding to assist with those expenses.

With the project to replace Buckingham Elementary School included as one of the four elementary school projects in the State’s FY23 budget, the commissioners met with Mr. Young to discuss developing a policy on school construction funding beyond the State’s formulated funding. Following some discussion and upon a motion by Commissioner Bunting, the commissioners voted 6-1, with Commissioner Mitrecic voting in opposition, to establish a school construction funding committee to evaluate what level of funding the county would allocate for school construction beyond the state’s formulated funding. The committee is to be chaired by Mr. Young and include Procurement Officer Nick Rice, County Attorney Bill Bradshaw, and a representative from the BOE.

Commissioner Bertino directed the committee to report their recommendations to the commissioners no later than their meeting on August 15, 2023.

Commissioner Bertino recognized the contributions of Dr. Ray Hoy, retiring president of Wor-Wic Community College, welcomed incoming President Deb Casey, and thanked Commissioner Purnell who participated in the search committee for the new president.

The commissioners answered questions from the press, after which they adjourned to meet again on July 18, 2023.



Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | [www.co.worcester.md.us](http://www.co.worcester.md.us)

TO: Weston Young, Chief Administrative Officer  
Candace Savage, Deputy Chief Administrative Officer  
FROM: Lynn Wright, Senior Budget Accountant  
DATE: July 10, 2023  
RE: Sheriff's Department Grant Awards & Acceptance Packages

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Three Grant Award & Acceptance Packages are attached for approval.

- FY24 Heroin Coordinator \$52,133
- FY24 PACT Grant (body worn cameras) \$382,566
- FY24 Sex Offender \$8,759
- FY24 Warrants and Absconding Program \$10,000

Attachments



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement  
 Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs  
 Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

July 05, 2023

Mr. Anthony W. Bertino  
 President  
 Worcester County Board of County Commissioners  
 County Government Center  
 1 W Market St Rm 1103  
 Snow Hill, MD 21863

RE: MCIN-2024-0007

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County Heroin Coordinator Project**," in the amount of \$52,133.00 has received approval under the Maryland Criminal Intelligence Network program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office Heroin Coordinator program has helped and continues to 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.

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

MCIN-2024-0007

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

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

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

Sincerely,



Gary Richardson  
Director, Grants Administration

cc: Deputy Chief Nate Passwaters





7/5/2023

Governor's Office of Crime Control and Prevention



Control Number: 45884  
Regional Monitor: Jones, Quentin  
Fiscal Specialist: Avirah, Zacharia

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>MCIN-2024-0007</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	<b>\$52,133.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	Total Project Funds		<b>\$52,133.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Maryland Criminal Intelligence Network**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**

\_\_\_\_\_

**Director, Grants Administration**

**Governor's Office of Crime Control and Prevention**

**SUB-RECIPIENT ACCEPTANCE:**

\_\_\_\_\_

Signature of Authorized Official

\_\_\_\_\_

Typed Name And Title

\_\_\_\_\_

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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**1 Award Period of Performance**

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

**2 Statutes and Requirements of State and Federal Funds**

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

**3 General and Special Conditions (POST AWARD INSTRUCTIONS)**

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

**4 Sub-award Acceptance Document**

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

**5 Notification of Project Commencement Form**

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

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<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

#### 6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official\* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. \*See General Conditions below related to the Authorized Official.

#### 7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

#### 8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: [dcivilrightscompliance\\_goccp@maryland.gov](mailto:dcivilrightscompliance_goccp@maryland.gov).

#### 9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

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#### 10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

#### 11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

#### 12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

#### 13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

#### 14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

#### 15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

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**16 Procurement**

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

**17 Issuance of Request for Proposals, Bids, Procurement Process**

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

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#### 18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

#### 19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

#### 20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

#### 21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

#### 22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

#### 23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

#### 24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

#### 25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.





Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

**26 Submission of Revised Financial Report**

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

**27 Failure to Submit Reports within allotted time frames**

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

**28 Holding Funds**

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

**29 Monitoring Expenditures**

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

**30 Records Retention**

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

#### 31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

#### 32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>;(800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

#### 33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

#### 34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

#### 35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

**36 Reporting Fraud, Waste and Abuse**

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

**37 OJP Financial Guide**

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:  
[http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2013Financial\\_Guide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf)

**38 Food and Conference Costs**

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

**39 Applicable Statutorily-imposed Nondiscrimination Requirements**

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

**40 DUNS and SAM.Gov Requirements**

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

**41 Computer Equipment/Program/Network Procurement**

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

**42 Hire within 45 days**

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

**43 No distracted Driving While Performing Program Duties**

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**44 Services to those with Limited English Proficiency**

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

**45 Drug-Free Workplace Requirements**

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

**46 Office Name Change Effective 1.1.2020**

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Regional Monitor:  
Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

### Grant Award - Special Conditions

<b>Grant Award Number:</b>	MCIN-2024-0007	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 Sub-recipients are required to report on the monthly progress of this initiative by submitting data through HIDTA's Case Explorer system. All data should be should be reported by the 15th of each month. Should there be any delay in submitting data into the Case Explorer system the sub-recipient must notify their program manager and provide a plan and timeline for entry into the system.

3 GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

4 All positions under the Personnel Budget Category, submitted under the methodology of a 12 month budget projection, must expend and draw down their personnel funds quarterly or be subject to de-obligation of funds. Exceptions include, but are not limited to, overtime and on-call services.

5 Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.

6 All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

7 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

8 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

# ITEM 1

- 9 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.



Regional Monitor:  
Fiscal Specialist:

Jones, Quentin  
Avirah, Zacharia

Governor's Office of Crime Control and Prevention

**Budget Notice**

<b>Grant Award Number:</b>	<b>MCIN-2024-0007</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County Heroin Coordinator Project		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Fund	

Funding Summary	Grant Funds	100.0 %	<b>\$52,133.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$52,133.00</b>

**Personnel**

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

Personnel Total: \$52,133.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2023



Governor's Office of Crime Control and Prevention

Control Number:

45884

Regional Monitor:

Jones, Quentin

Fiscal Specialist:

Avirah, Zacharia

Submitted Date:

### Programmatic Reporting

<b>Grant Award Number:</b>	<b>MCIN-2024-0007</b>
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners
<b>Project Title:</b>	Worcester County Heroin Coordinator Project
<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>
	CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

### Performance Measures (12)

1	During this reporting period, was all data entered into HIDTA CAP and Case Explorer? Enter 1 for "yes" and 2 for "no."	
2	Number of overdoses reported in your jurisdiction	
3	Number of fatal overdoses	
4	Number of non-fatal overdoses	
5	Number of non-fatal overdose victims referred to additional social services	
6	Number of cases entered into HIDTA Case Explorer	
7	Number of overdose cases entered in HIDTA Case Explorer	
8	Number of other drug cases entered in HIDTA Case Explorer	
9	Number of drug dealers identified	
10	Number of drug trafficking organizations identified	
11	Number of phone extractions uploaded into HIDTA CAP	
12	Number of cases referred to MCIN partner for further investigations	

### Progress Report Questions (8)



# ITEM 1

- |   |  |
|---|--|
| 1 | Describe in detail the Heroin Coordinator's activity/participation during this quarter.  |
| 2 | Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.                         |
| 3 | Describe barriers/ challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance if needed. |
| 4 | Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.  |
| 5 | If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.  |
| 6 | Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.  |
| 7 | Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.  |
| 8 | Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.  |

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Passwaters, Nate*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement  
Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

July 06, 2023

Mr. Anthony W. Bertino  
President  
Worcester County Board of County Commissioners  
County Government Center  
1 W Market St Rm 1103  
Snow Hill, MD 21863

RE: PACT-2024-0023

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program**," in the amount of \$382,566.00 has received approval under the Police Accountability, Community and Transparency Grant program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The 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.

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

PACT-2024-0023

Page 2

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

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

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

Sincerely,



Gary Richardson  
Director, Grants Administration

cc: Lieutenant Robert Trautman



7/6/2023

Governor's Office of Crime Control and Prevention



Control Number: 45932  
Regional Monitor: Jones, Quentin  
Fiscal Specialist: Thomas, Courtney

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>PACT-2024-0023</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Fund	

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

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Police Accountability Fund**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**

---

Director, Grants Administration

Governor's Office of Crime Control and Prevention

**SUB-RECIPIENT ACCEPTANCE:**

---

Signature of Authorized Official

---

Typed Name And Title

---

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**1 Award Period of Performance**

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

**2 Statutes and Requirements of State and Federal Funds**

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

**3 General and Special Conditions (POST AWARD INSTRUCTIONS)**

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

**4 Sub-award Acceptance Document**

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

**5 Notification of Project Commencement Form**

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

#### 6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official\* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. \*See General Conditions below related to the Authorized Official.

#### 7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

#### 8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: [dcivilrightscompliance\\_goccp@maryland.gov](mailto:dcivilrightscompliance_goccp@maryland.gov).

#### 9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor: Jones, Quentin  
GOCCP Fiscal Specialist: Thomas, Courtney

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

#### 10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

#### 11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

#### 12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

#### 13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

#### 14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

#### 15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Jones, Quentin  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**16 Procurement**

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

**17 Issuance of Request for Proposals, Bids, Procurement Process**

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.





Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

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#### 18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

#### 19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

#### 20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

#### 21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

#### 22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**23 Privacy and Confidentiality of Client Records**

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

**24 Use of GOCPYVS forms**

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

**25 Online Submission of Quarterly Report Forms inline with Project Scope**

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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#### 26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

#### 27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

#### 28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

#### 29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

#### 30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

#### 31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

#### 32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

#### 33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

#### 34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

#### 35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**36 Reporting Fraud, Waste and Abuse**

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

**37 OJP Financial Guide**

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:  
[http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2013Financial\\_Guide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf)

**38 Food and Conference Costs**

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

**39 Applicable Statutorily-imposed Nondiscrimination Requirements**

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

**40 DUNS and SAM.Gov Requirements**

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

**41 Computer Equipment/Program/Network Procurement**

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**42 Hire within 45 days**

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

**43 No distracted Driving While Performing Program Duties**

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**44 Services to those with Limited English Proficiency**

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

**45 Drug-Free Workplace Requirements**

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

**46 Office Name Change Effective 1.1.2020**

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Regional Monitor:  
Fiscal Specialist:

Jones, Quentin  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

### Grant Award - Special Conditions

<b>Grant Award Number:</b>	PACT-2024-0023	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		

**1** General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

**2** GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

**3** The sub-recipient must submit within 30 days of acceptance of the grant award revisions to the project narrative which includes: the goals and objectives, program strategy, performance measures, timeline, spending plan, and/or budget details. All revisions should be emailed to the Regional Monitor listed on the Face Sheet of your award in the Grant Management System (GMS). Failure to submit the revised narrative and additional budget details will result in a financial hold on your award.

**4** Receipts and/or back-up documentation reflecting actual expenditures must be submitted with each quarterly Financial Report form. Reimbursements to sub-recipients will not exceed actual costs.

**5** All financial and programmatic information and receipts/back-up documentation must be retained for monitoring and auditing purposes during and after the funding period and be made available upon request.

**6** Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

**7** A copy of all contracts associated with line items listed in the Contractual Services category must be submitted to GOCPYVS by uploading contract under the document tab of the award.

**8** If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.





Regional Monitor:  
Fiscal Specialist:

Jones, Quentin  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

**Budget Notice**


<b>Grant Award Number:</b>	<b>PACT-2024-0023</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Fund	

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

**Contractual Services**

Description	Funding	Quantity	Unit Cost	Total Budget
Cloud Storage & IT Support	Grant Funds	1	\$382,566.00	\$382,566.00

Contractual Services Total: \$382,566.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2023



Governor's Office of Crime Control and Prevention

Control Number: 45932  
 Regional Monitor: Jones, Quentin  
 Fiscal Specialist: Thomas, Courtney

**Programmatic Reporting**

Submitted Date:

<b>Grant Award Number:</b>	<b>PACT-2024-0023</b>
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners
<b>Project Title:</b>	Worcester County FY24 Police Accountability, Community & Transparency (PACT) Program
<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>
	CFDA: State General Fund

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

**Performance Measures (36)**

1	Number of trainings conducted to address implicit bias by officers	
2	Number of officers receiving physical fitness agility testing	
3	Number of officers screened by a licensed mental health provider	
4	Number of officers who received professional development training	
5	Number of officers trained on the appropriate use of force techniques	
6	Number of officers trained on de-escalation of conflict techniques	
7	Number of officers trained on peer bias intervention	
8	Number of citizen police academies conducted	
9	Number of officers who received tuition reimbursement	
10	Percent of change in biased-based complaints	
11	Percent of sworn officers who passed the mandatory annual physical fitness agility test	
12	Percent of change in use of force complaints	
13	Percent of citizens who have a positive opinion of the police in their community based on having gone through a citizens' police academy	

# ITEM 1

14	Number of body-worn cameras deployed	
15	Number of weapon/holster enabled detection/notification systems for unholstering and/or discharging of a firearm deployed	
16	Number of officers trained on virtual reality devices or scenario-based systems	
17	Percent of cases body cameras assisted with the prosecution of criminal cases	
18	Percent of complaints in which BWC video footage exonerated the officer(s)	
19	Number of officers who received remedial training following a supervisory review of BWC video footage	
20	Number of officers who received remedial training because of unholstering and/or discharging of a firearm upon detection/notification	
21	Number of cases identified by a law enforcement peer(s) and referred to internal affairs	
22	Number of officers identified in the Early Intervention System	
23	Number of times the public-facing Misconduct Database was utilized by complainants	
24	Number of Use of Force incidents that were out of policy	
25	Number of citizens served by a law enforcement-based victim advocate	
26	Number of officers referred to an Employee Assistance Program	
27	Number of Police Accountability Board (PAB) hearings held	
28	Number of times body-worn cameras were utilized in an internal investigation	
29	Percent of change in the number of Use of Force complaints because of early intervention	
30	Percent of public-facing misconduct database complaints were unfounded or non-sustained	
31	Percent of change for Use of Force complaints that were not according to agency policy	
32	Percent of officers who received employee assistance from an agency or agency-approved program	
33	Percent of cases BWC video footage exonerated the officer(s)	

# ITEM 1

34	Percent of complainants who reported a positive attitude toward law enforcement after receiving assistance from a law enforcement-based victim advocate	
35	Percent of PAB cases recommended administrative charges	
36	Percent of PAB cases that resulted in criminal charges	

## **Progress Report Questions (11)**

1	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
2	Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.
3	Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.
4	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
5	Did your agency experience any problems or delays from the time equipment was ordered to the time it was received?
6	Summarize the progress of completed goals for the quarter, including program highlights or strategy activities (special events, program achievements, etc.) and dates of completion, if applicable. Also, highlight the status of any objectives that were delayed the previous quarter.
7	Is your agency following the spending plan described in your application? If not, please explain.
8	Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness.
9	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.
10	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
11	Only Required to be Completed in the Final Quarter of the Grant Period: What projects have you accomplished with the grant award? List accomplishments/successes and/or best practices developed through this grant funded program. Have all intended projects been completed? Please note any delays in project completions.

# ITEM 1

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Trautman, Robert*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement  
Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs  
Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

July 06, 2023

Mr. Anthony W. Bertino  
President  
Worcester County Board of County Commissioners  
County Government Center  
1 W Market St Rm 1103  
Snow Hill, MD 21863

RE: SOCM-2024-0021

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**Worcester County 2024 Sex Offender Compliance and Enforcement Grant**," in the amount of \$8,759.00 has received approval under the Sex Offender Compliance and Enforcement in Maryland program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office Sex Offender Compliance and Enforcement Program assists in developing and implementing strategies in Worcester County specifically intended to provide compliance with the laws surrounding the Sex Offender Registry. The program tracks the compliance of local sex offenders who are required to maintain registry with the Maryland Sex Offender Registry to ensure the public's safety and awareness in Worcester County. Grant funding supports personnel who conduct compliance checks of the Sex Offenders in Worcester County.

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

SOCM-2024-0021

Page 2

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

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

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

Sincerely,



Gary Richardson  
Director, Grants Administration

cc: Ms. Kathy McCauley



7/6/2023

Governor's Office of Crime Control and Prevention



Control Number: 45974  
Regional Monitor: Archer, Emily  
Fiscal Specialist: Thomas, Courtney

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>SOCM-2024-0021</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Funds	

Funding Summary	Grant Funds	100.0 %	<b>\$8,759.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	Total Project Funds		<b>\$8,759.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the

**Sex Offender Compliance and Enforcement in Maryland**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**

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Director, Grants Administration

Governor's Office of Crime Control and Prevention

**SUB-RECIPIENT ACCEPTANCE:**

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Signature of Authorized Official

---

Typed Name And Title

---

Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.





Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

**1 Award Period of Performance**

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

**2 Statutes and Requirements of State and Federal Funds**

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

**3 General and Special Conditions (POST AWARD INSTRUCTIONS)**

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

**4 Sub-award Acceptance Document**

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

**5 Notification of Project Commencement Form**

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

**6** Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official\* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. \*See General Conditions below related to the Authorized Official.

**7** Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

**8** Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: [dcivilrightscompliance\\_goccp@maryland.gov](mailto:dcivilrightscompliance_goccp@maryland.gov).

**9** Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor: Archer, Emily  
GOCCP Fiscal Specialist: Thomas, Courtney

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

#### 10 Personnel Costs

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

#### 11 Consultant Rates

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

#### 12 Supplanting

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

#### 13 Budgeted Match Above Standard Requirements

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

#### 14 Expended Grant Funds During Award Period

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

#### 15 Property Inventory Report Form

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Archer, Emily  
Thomas, Courtney

## Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

### 16 Procurement

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

### 17 Issuance of Request for Proposals, Bids, Procurement Process

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
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#### 18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Archer, Emily  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

#### 19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

#### 20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

#### 21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

#### 22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

#### 23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

#### 24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

#### 25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



Governor's Office of Crime Control and Prevention

GOCCP Regional Monitor: Archer, Emily  
GOCCP Fiscal Specialist: Thomas, Courtney

### Grant Award - General Conditions

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#### 26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

#### 27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

#### 28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

#### 29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

#### 30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.





GOCCP Regional Monitor:  
GOCCP Fiscal Specialist:

Archer, Emily  
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Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
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<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

#### 31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

#### 32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

#### 33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

#### 34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

#### 35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

**36 Reporting Fraud, Waste and Abuse**

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

**37 OJP Financial Guide**

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:  
[http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2013Financial\\_Guide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf)

**38 Food and Conference Costs**

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

**39 Applicable Statutorily-imposed Nondiscrimination Requirements**

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

**40 DUNS and SAM.Gov Requirements**

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

**41 Computer Equipment/Program/Network Procurement**

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

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<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

**42 Hire within 45 days**

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

**43 No distracted Driving While Performing Program Duties**

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**44 Services to those with Limited English Proficiency**

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

**45 Drug-Free Workplace Requirements**

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

**46 Office Name Change Effective 1.1.2020**

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Regional Monitor:  
Fiscal Specialist:

Archer, Emily  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

### Grant Award - Special Conditions

<b>Grant Award Number:</b>	SOCM-2024-0021	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

- 2 At the request of GOCCP, any law enforcement sub-recipient shall provide a report, in the format provided by GOCCP, which details the number of fingerprint and palm print matches received from DPSCS and the number of associated arrests arising from those matches.
- 3 At the request of GOCCP, any law enforcement sub-recipient agrees to provide information to GOCCP on any matches, or "hits", between crime scene DNA evidence samples and the DNA profiles of known offenders contained in either the convicted offender or charge DNA databases.
- 4 Any law enforcement sub-recipient shall ensure that the Maryland State Police receive UCR data within 30 days of the close of every quarter.
- 5 At the request of GOCCP, any law enforcement sub-recipient shall provide an annual report, in the format provided by GOCCP, on DNA crime scene evidence samples. DNA crime scene evidence samples are defined as crime scene evidence that has been collected AND submitted to a crime laboratory for DNA analysis.

6 Reporting Potential Fraud

The sub-recipient must PROMPTLY report any credible evidence of fraud, waste, abuse, and similar misconduct with grant funds.

- 7 Final quarterly programmatic reports indicating progress towards the attainment of each program/project objective must be submitted no later than 15 calendar days from the End Date of the sub-award. Financial reports will not be processed unless Programmatic Reports are in "submitted" status in the GMS.

The FINAL Financial Report must be submitted no later than 30 calendar days from the End Date of this sub-award.

If the initial 30 calendar day submission is not your actual FINAL report, send an email to the Fiscal Specialist so that the GMS can be noted.

Submission of a "Not Final" report will require a "Final/Revised" report to be submitted no later than 60 calendar days after the End Date of the sub-award. Revised reports may only be submitted if an initial 30 calendar day report was submitted as required. ALL Final financials must be submitted within the 60 days or GOCPYVS reserves the right to complete an administrative closeout on this grant award and de-obligate all remaining funds.

Revisions are a manual process that requires hand written corrections on a copy of the previously submitted 30 day report, with the word "FINAL" written in red ink. The corrections must be actual expenditures, not the variance. New signatures and current dates are required in blue ink. The revised report can be mailed, emailed, or delivered.

- 8 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.



Regional Monitor:  
Fiscal Specialist:

Archer, Emily  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

**Budget Notice**

<b>Grant Award Number:</b>	<b>SOCM-2024-0021</b>		
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners		
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant		
<b>Implementing Agency:</b>	Worcester County Sheriff's Office		
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Funds	

Funding Summary	Grant Funds	100.0 %	<b>\$8,759.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	Total Project Funds		<b>\$8,759.00</b>

**Personnel**

Description of Position	Salary Type	Funding	Total Budget
Deputy Sheriffs/Overtime	Overtime	Grant Funds	\$8,759.00
Personnel Total:			\$8,759.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2023



Governor's Office of Crime Control and Prevention

Control Number: 45974  
 Regional Monitor: Archer, Emily  
 Fiscal Specialist: Thomas, Courtney  
 Submitted Date:

**Programmatic Reporting**

<b>Grant Award Number:</b>	<b>SOCM-2024-0021</b>	
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners	
<b>Project Title:</b>	Worcester County 2024 Sex Offender Compliance and Enforcement Grant	
<b>Implementing Agency:</b>	Worcester County Sheriff's Office	
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: State General Funds

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

**Performance Measures (16)**

1	Number of Tier I offenders mandated to register, including those that are registered.	
2	Number of Tier I offenders registered, including those that are registered.	
3	Number of Tier I offenders mandated to re-register, including those that are registered.	
4	Number of Tier I offenders re-registered, including those that registered.	
5	Number of Tier II offenders mandated to register, including those that are registered.	
6	Number of Tier II offenders registered, including those that are registered.	
7	Number of Tier II offenders mandated to re-register, including those that are registered.	
8	Number of Tier II offenders re-registered, including those that are registered.	
9	Number of Tier III offenders mandated to register, including those that are registered.	
10	Number of Tier III offenders registered, including those that are registered.	
11	Number of Tier III offenders mandated to re-register, including those that are registered.	
12	Number of Tier III offenders re-registered, including those that are registered.	
13	Number of compliance verifications conducted to ensure that the information provided by the registrant at the time of registration is valid and current.	

# ITEM 1

14	Number of registrants verified as compliant.	
15	Number of warrants obtained for non-compliance and/or absconding.	
16	Number of registrants verified as non-compliant and/or absconding.	

## **Progress Report Questions (6)**

1	Please explain how this award helped reduce crime and/or improve public safety in your jurisdiction.
2	Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.
3	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
4	Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.
5	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.
6	Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - McCauley, Kathy*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_



## GOVERNOR'S COORDINATING OFFICES

Community Initiatives · Service & Volunteerism · Performance Improvement  
 Crime Prevention, Youth, & Victim Services · Small, Minority, & Women Business Affairs  
 Banneker-Douglass Museum · Volunteer Maryland · Deaf & Hard of Hearing

June 27, 2023

Mr. Anthony W. Bertino  
 President  
 Worcester County Board of County Commissioners  
 County Government Center  
 1 W Market St Rm 1103  
 Snow Hill, MD 21863

RE: WAAG-2024-0015

Dear Mr. Bertino:

I am pleased to inform you that your grant application submitted by **Worcester County Board of County Commissioners**, entitled "**WCSO FY24 WAAG Grant**," in the amount of \$10,000.00 has received approval under the WARRANTS AND ABSCONDING PROGRAM program. Enclosed is the grant award packet containing information and forms necessary to initiate the project.

The grant will fund the program described below:

The Worcester County Sheriff's Office is requesting funding from the Local Warrant Apprehension and Absconding Grant Program to help reduce the number of outstanding warrants, especially those related to violent crimes in Worcester County, Maryland, by allowing overtime of deputies to serve outstanding warrants. The program will serve the community by reducing outstanding warrants within the county and will reduce the number of violent offenders who are currently warranted and living in the community. The Worcester County Sheriff's Office is requesting \$10,000 to assist in these efforts.

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



WAAG-2024-0015

Page 2

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

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

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

Sincerely,



Gary Richardson  
Director, Grants Administration

cc: Ms. Bethany Ramey



6/27/2023

Governor's Office of Crime Control and Prevention



Control Number:

45820

Regional Monitor:

Farrare, Genevra

Fiscal Specialist:

Thomas, Courtney

# Grant Award & Acceptance Form

<b>Grant Award Number:</b>	<b>WAAG-2024-0015</b>	
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners	
<b>Project Title:</b>	WCSO FY24 WAAG Grant	
<b>Implementing Agency:</b>	Worcester County Sheriff's Office	
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: STATE

Funding Summary	Grant Funds	100.0 %	<b>\$10,000.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	Total Project Funds		<b>\$10,000.00</b>

This Grant Award is hereby made for financial assistance by the Governor's Office of Crime Control and Prevention in accordance with the


**WARRANTS/ABSCONDING**

This Grant Award is subject to the General Conditions and any Special Conditions attached to this award, as well as all statutes and requirements of the State of Maryland.

This Grant Award incorporates all the information, conditions, representations and Certified Assurances contained in the grantee's application.

The Grant Award shall become effective as of the start date of the award, unless otherwise specified, and upon submission to the Grants Management System, within twenty-one (21) calendar days, of a fully executed original of this document signed by the duly authorized official of the sub-recipient unit of government or sub-recipient agency receiving this Grant Award. Copies and faxes are not acceptable.

**FOR THE STATE OF MARYLAND:**



\_\_\_\_\_  
**Director, Grants Administration**

**Governor's Office of Crime Control and Prevention**

**SUB-RECIPIENT ACCEPTANCE:**

\_\_\_\_\_  
 Signature of Authorized Official

\_\_\_\_\_  
 Typed Name And Title

\_\_\_\_\_  
 Date

To submit, sign in blue ink and scan and upload the document to the grant award Documents section in the Grants Management System.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

**1 Award Period of Performance**

Approved by the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) of the submitted application, and the subaward that it has generated, is for the time period stated in this Subaward Package and constitutes no commitment for funding prior to the time period nor the continuation of funding beyond that time period. The subaward may be terminated by one or both parties with written notice. If the subaward is terminated before the end of the funding period, an accounting of the current quarterly and year to date expenses must be provided within 60 calendar days. Also see the General Condition related to Termination of the Subaward.

**2 Statutes and Requirements of State and Federal Funds**

This sub-award is subject to all State of Maryland and Federal statutes and requirements that apply to the relative funding source.

**3 General and Special Conditions (POST AWARD INSTRUCTIONS)**

This subaward is subject to the Special Conditions contained in your award packet and General Conditions (Post Award Instructions) referenced on the Office website, as accepted by the Authorized Official on the official Award Acceptance document. The Office retains the right to add Special Conditions, if and when needed, during the award period of performance. General Conditions (<http://www.goccp.maryland.gov/grants/general-conditions.php>) are the Post Award policies, procedures, guidelines, and business rules from the Office for grant funds, irrelevant of the funding source.

**4 Sub-award Acceptance Document**

The original Award Acceptance document containing the original signature of the Executive Director of the Office must be signed (electronic signature is acceptable) by the Authorized Official noted on the submitted application. This signed document must be uploaded in the Grants Management System (GMS) WITHIN 21 CALENDAR DAYS of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Acceptance of this subaward constitutes a commitment. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

**5 Notification of Project Commencement Form**

The Notice of Project Commencement/Delay form must be initialed in the Award Information Verification Section, AND signed at the bottom (electronic signature is acceptable) preferably by the Project Director. Alternatively, if the Project Director is unavailable, the Fiscal Contact or Authorized Official may sign. The signed document must be uploaded in the Grants Management System (GMS) within 30 calendar days of the receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. Please be advised online reporting is not accessible until the signed Award Acceptance and Project Commencement documents have been received by the Office. NOTE: If the project will not commence within 45 calendar days of the start date of the period of performance, you may submit Grant Adjustment Notice (GAN) within the GMS for review and approval. Any delay to the start date of this project does not warrant, or necessarily allow, an extension to the end date.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 6 Special Conditions

It is important that you review all conditions attached to this subaward including general and special conditions. Each Special Condition page must be initialed by the Authorized Official\* on the bottom right hand corner (electronic signature is acceptable). The initialed Special Condition pages must be uploaded in the Grants Management System (GMS) within 21 calendar days of receipt of the award package. Late submission will be accepted on a case by case basis and may result in an increased risk/monitoring level of the subaward, a delay in the project activity and related reimbursement, and/or termination of the subaward. \*See General Conditions below related to the Authorized Official.

#### 7 Subrecipient Organizational Capacity Questionnaire

This questionnaire (<http://goccp.maryland.gov/subrecipient-organizational-capacity-questionnaire/>) is used as an assessment tool post award for the purpose of determining the appropriate subrecipient monitoring and technical assistance level. Please note, this document assessment is not part of the criteria used in making award decisions. This completed questionnaire is required post-award and must be submitted with your Award Acceptance Document and Notification of Project Commencement. Please note, this questionnaire must be completed by the Applicant Agency. For government agencies, it may be necessary to coordinate with the State or County directly and the agency, unit or division implementing the project.

#### 8 Civil Rights Federal Reporting Requirements

Recipients as well as subrecipients of Federal Financial Assistance through the Office of Justice Programs are subject to various Federal Civil Rights Laws such as those related to discrimination on the basis of race, color, national origin, sex, religion or disability.

The U.S. Department of Justice, Office of Justice Programs (OJP), Office for Civil Rights (OCR) developed the Equal Employment Opportunity Reporting tool to help recipients receiving funding (Safe Streets Act which authorizes VAWA, VOCA or JJDP) comply with the Equal Employment Opportunity Plan (EEOP). The EEOP Reporting Tool is accessed online at <https://ojp.gov/about/ocr/eeop.htm>

New users will need to register for an account. Prior to registering for a new account and/or completing your report, please know the source of grant and from which year your award has been funded. Your grant number can be found on your award documents (for example: VOCA-17-XXXX would indicate VOCA 2017 funding).

Once you are registered, the EEOP Utilization Report tool will give you step-by-step guidance for preparing and submitting your EEO Utilization Report and/or certification form.

Upon submission/completion of your report, forward the confirmation email to your funding manager and include a cc: [dlcivilrightscompliance\\_goccp@maryland.gov](mailto:dlcivilrightscompliance_goccp@maryland.gov) In your forwarded email, include in the subject line: Civil Rights/EEOP reporting and your award number so the Office can update your organization's information. If you have any questions, please email your funding manager and cc: [dcivilrightscompliance\\_goccp@maryland.gov](mailto:dcivilrightscompliance_goccp@maryland.gov).

#### 9 Sub-award Budget Notice and New Personnel

The approved Budget Notice is included in your subaward packet. This Budget Notice may have been modified from the project budget submitted in the original application and represents approved expenses for the project. Any delays in hiring must be reported to your Program Fund Manager in writing within 30 calendar days of receipt of the subaward package. If project personnel are not hired within 45 calendar days, project personnel allocations may be deobligated at the discretion of the Office. Also see General Condition related to Key Personnel.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

**10 Personnel Costs**

Support of Salaries, Wages, and Fringe Benefits: Charges made to awards for salaries, wages, and fringe benefits must be based on records that accurately reflect the work performed and comply with the established policies and practices of the organization. 2 CFR §200.430 (Compensation - personnel services) and 2 CFR §200.431 (Compensation - fringe benefits)

The use of percentages is not allowable to claim personnel costs. Records to support claimed costs in this category need to include timesheets or time and effort reports that record actual time charged to allowable grant program activities and signed by a supervisor. When necessary and as an alternative, payroll records may reflect certified after the fact work distribution of an employee's actual work activities. The certification statement must reflect the dates and number of hours charged to the award and the specific activities that were completed. The certification statement must be dated and signed by the supervisor, and the grant number must also be included in the statement.

**11 Consultant Rates**

The threshold for consultant rates is \$650 per day. Rates above this threshold will be considered on a case by case basis, with sufficient budget justification. Advanced approval is required.

**12 Supplanting**

Supplanting is the use of grant funds to replace state or local funds which were previously appropriated/budgeted for, or otherwise would have been spent on, the specific purpose(s) for which this subaward has been awarded. Any line item paid for with Office grant funds must be used to supplement your organization's existing budget, and may not replace any funds that were already included in your entity's existing or projected budget.

**13 Budgeted Match Above Standard Requirements**

The subrecipient's acceptance of this subaward constitutes a commitment that the budgeted match (if applicable), as stated on the Award Acceptance Form, may be above the standard requirements and will remain so throughout the life of the award. The subrecipient agrees that the required match (if applicable) will be allotted and relative expenditures reported, for each quarterly reporting period in which they are expended. It is further agreed that the full amount of the budgeted match (if applicable and over match if submitted) will be reported regardless of any subsequent adjustments to the grant funds budgeted and/or any financial modifications to this subaward. Any requested change to this match (if applicable) must be submitted electronically in the GMS through a GAN request and is subject to prior approval by the Office.

**14 Expended Grant Funds During Award Period**

All grant funds related to the subaward project, as well as any required match funds (if and where applicable) must be encumbered, obligated (requisitions, purchase orders, or contracts, which are negotiated purchases) or expended (payment of an invoice) by the end of the subaward period or any pre-authorized extension thereof. Failure to expend encumbered funds within 30 calendar days following the End Date of the award period may jeopardize reimbursement and/or result in the deobligation of funds. In that event, remaining obligations will be the sole responsibility of the subrecipient.

**15 Property Inventory Report Form**

The submission of the Property Inventory Report Form (PIRF) is a requirement for each financial reimbursement request that includes equipment with acquisition costs of \$5,000 or more per unit, that is approved under this subaward. The form is included in the Project Director's award package. Body Armor subawards (BARM and BPVP) are additionally referred to their Special Conditions for the required PIRF, all other conditions remain the same.



Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

**16 Procurement**

If the subrecipient does not have written procurement guidelines, the subrecipient must refer to the State of Maryland Procurement Policy and Procedures, which includes the consideration of Minority Business Enterprises (MBE). An overview of Maryland Procurement may be accessed here: <https://procurement.maryland.gov/> and the manual can be found here: <https://procurement.maryland.gov/maryland-procurement-manual-1-introduction-and-general-overview/>.

**17 Issuance of Request for Proposals, Bids, Procurement Process**

When issuing requests for proposals, bid solicitations, or other procurement requests, all subrecipients shall clearly state within said document that the cost of the potential purchase is being funded in part, or in its entirety, with government grant funds.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 18 Modifications to Subaward

You are required to submit a GAN if the budget modification changes the scope of the project, the project award period, and/or changes to Project Director or Fiscal Officer. This would include altering the period of performance, goals, activities and/or outcomes, adding budget line items, authorizing use of a subcontractor or other organization that was not identified in the original approved budget, or contracting for or transferring of grant award efforts; or if a budget modification affects more than one budget category. For example, if you wish to transfer funds between the Equipment and Personnel categories, the Office currently requires the submission of a GAN.

Requests for changes or modifications must be submitted electronically in the GMS at least 30 calendar days prior to the end of the award through a GAN and approved by the Office prior to the occurrence. To be clear, the activity may not take place until the Authorized Official and/or the Project Director receives documented approval from the Office. This approval will come via an automated email from the GMS. These changes may not be requested via telephone, fax, or email.

There are limited subaward adjustments that do not require the submission of a GAN. Subrecipients are not required to submit a GAN if the proposed changes are within both the same budget category and existing line items and if the overall changes do not exceed the total budget category (i.e. you are not requesting additional funding). Additionally, subrecipients are not required to submit a GAN to change the name(s) of approved grant funded personnel as a result of staffing changes. subrecipients should update the Program Fund Manager of staffing changes via email or by including this information on the next quarterly progress reports. See the Grant Management System Help Documents area of the Office website for more information.

The recipient should act as soon as possible to submit an GAN via the GMS. All GANs must be submitted at least 30 days prior to the end of the award period, allowing the Office sufficient time to review the GAN. Exceptions for GANs within 30 days of the end of the award period will be considered on a case by case basis. Requests for an exception must be submitted via email to the Program Fund Manager with sufficient justification for the consideration of completion of the GAN administratively by the Program Fund Manager.

There are two types of GANs as follows:

1. General GAN - must be submitted to make any type of non budgetary change to a grant to include, but not limited to, project scope, changes to the period of performance, and personnel changes.
2. Budget GAN - must be submitted to make any changes to line items within the budget to include, but not limited to, reallocating funding, adding budget line items, deobligating funds, and requesting additional funding.

Depending on the adjustments requested, the subrecipient may need to submit a general and/or a budget GAN; however only one GAN of each type may be active in the GMS at a time.

GANs must be completed by one of the following authorized personnel: authorized official, project director, the fiscal officer, or pre-approved alternative authorized signatory. GANs submitted by anyone else will be returned to the subrecipient.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 19 Authorized Official/Alternate Authorized Official

The Authorized Official must possess the authority to enter into a legal agreement on behalf of the entity and bind it to the award terms and conditions. The Authorized Official on the submitted application is the County Executive, Duly Authorized Official of the local unit of Government, Mayor, Commissioner, Town Administrator (if confirmed), President (if confirmed), or if agencies are permitted to apply directly, the head of the agency receiving the subaward.

If there is a change of the person in the Authorized Official position, a letter, on letterhead, must be submitted to the Office via email at support@goccp.freshdesk.com and contain all of the following:

1. Authorized official's contact information: All of the contact information listed on the new user page (name, title, organization, address, phone, email, etc.) for the new authorized official.
2. Statement of authority: The new authorized official must state that they are the authorized official for the organization and provide their job title and the date on which they assumed the role of authorized official.
3. Signature of the new authorized official.

The Alternate Authorized Signatory is not the same as the Authorized Official. The Alternate Authorized Signatory is a person permitted to sign on behalf of the Authorized Official (county executive, mayor, town administrator, president); Authorized Point of Contact (head of any sub-unit of government, agency, division, department, or bureau); Project Director and/or Fiscal Officer. To authorize an alternate signatory, the person granting authorization for another party to sign on their behalf must follow the three steps documented above. The purpose of the request must be acknowledged in the letter (e.g. sign all award documents at all times, change of personnel, in case of illness, vacation, leave of absence, etc.). If authorization is to sign all award documents at all times please attach a copy, if applicable, of an Executive Order, or the vote from Council minute meetings.

Subrecipients may use the same directions above to make additional updates to the Alternative Authorized Signatory to include, but not limited to, removal of personnel no longer authorized to make grant changes on behalf of the organization.

#### 20 Issuance of Statements, Press Releases, or Other Documents - GOCPYVS role

When issuing public statements, press releases, or other documents relating to this project or when conferences, seminars, workshops, or forums are held in reference to this project, the subrecipient agrees that the source of funding of this project and the role of the Office must and will be clearly acknowledged. The subrecipient will ensure that all publications resulting from this project will have the following language on the publication: "The Governor's Office of Crime Prevention, Youth, and Victim Services funded this project under subaward number BJAG-2009-9000 (your subaward number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

#### 21 Reproduction and Sharing of Subaward and Project Materials

The Office has the right to reproduce, with attribution, and share any and all materials and documents generated as a result of this subaward and project.

#### 22 Online Reporting and Post-Award Technical Assistance

All subrecipients are required to view the Office's Grants Management System (GMS) Training Videos, which can be accessed at: <http://goccp.maryland.gov/grants/gms-help-videos/>. These videos provide step-by-step guidance through the online system, from application to reporting. If you require technical assistance relative to the online GMS Reporting software during business hours you may contact the Office IT Staff at support@goccp.freshdesk.com.





Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 23 Privacy and Confidentiality of Client Records

The subrecipient must comply with federal regulations and state laws concerning the privacy and confidentiality of client records, including statistical information gathered for research purposes.

#### 24 Use of GOCPYVS forms

All Governor's Office of Crime Prevention, Youth, and Victim Services' required forms must be generated electronically through the web-based Grants Management System (GMS). Only applications and/or reports that are in "Submitted" status online will be reviewed and considered.

#### 25 Online Submission of Quarterly Report Forms inline with Project Scope

The subrecipient must implement the project in accordance with the approved narrative and budget set-forth in the subaward.

All Quarterly Report Forms (Progress Reports, Performance Measurements, and Financial Reports) must be submitted via the Office web-based Grants Management System (GMS). In accordance with policy, the Office may freeze the release of funds until a subrecipient is current in the filing of all programmatic and financial reports and said reports have been approved by the Office.

PROGRAM REPORTS: Progress Reports and Performance Measurements must be submitted via the GMS on a quarterly basis. Additionally, federal required reports, as applicable to include the Performance Measurement Tool (PMT), are due no later than 15 calendar days after the end of each quarter. This due date is prior to the submission of relative quarterly financial reports. Financial reports submitted with Programmatic reports cannot be processed for payment until programmatic reports are in "Submitted" status online. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

In addition the Office may require an Annual Progress Report which would be documented in the Special Conditions. This information will be used to monitor and assess the program to determine if it is meeting the stated goals and objectives, supports the State Crime Control and Prevention Strategy Plan and complies with federal requirements. Failure to submit these reports in the prescribed time may prevent the disbursement of funds.

FINANCIAL REPORTS: The Financial Report form must be electronically submitted within 15 calendar days after the end of each quarter. The Award Acceptance, Project Commencement, Progress and Performance Measurement Reports must be submitted prior to processing the quarterly financial report. If the above noted documents and program reports have not been submitted within the required time frame, financial reports may be denied and returned. Where the start date of any subaward may vary, the quarterly time frames are constant. Those time frames and the relative due dates are:

- 07/01 - 09/30: reports due 10/15
- 10/01 - 12/31: reports due 01/15
- 01/01 - 03/31: reports due 04/15
- 04/01 - 06/30: reports due 07/15

There are two exceptions to the above timeline. The first, is if a subaward does not end at the end of a quarter. The second is for nonprofit agencies that qualify for and have been granted monthly reimbursement for a particular subaward. In these instances, the financial report is due on the 15th of the following month.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 26 Submission of Revised Financial Report

The Final Financial Report must be submitted no later than 15 calendar days from the end of the final reporting period. If the initial 15 calendar day submission is not your actual final report for the reporting period, the subrecipient must email the Fiscal Specialist and copy the Program Manager stating that the report is not final at the same time that the financial report is submitted electronically, which is no later than 15 calendar days from the end date of the reporting period. Submission of a "Final/Revised" report must be emailed to the Office staff described above and uploaded into the Grants Management System (GMS) for this particular subaward no later than 30 calendar days after the end of the reporting period. Revisions are a manual process that require the subrecipient to make corrections on a copy of the previously electronically submitted 15 day report, with the words "Final/Revised" labeled across the top. Additionally, the "Final/Revised" submission document must include the dated signatures from the authorized agency representative. The corrections must be actual expenditures, not the variance. At the end of the subaward period, the Office reserves the right to complete an administrative closeout and deobligate remaining funds on any subaward that does not comply with this requirement.

#### 27 Failure to Submit Reports within allotted time frames

Failure to submit any report within the allotted time frame(s) noted in the above conditions, or any pre-authorized extension thereof, may result in the delay or prevention of payment, and/or the deobligation of funds. If late reporting occurs, the expenditure or obligation may become the responsibility of the subrecipient.

#### 28 Holding Funds

In accordance with policy, the Office will hold the release of funds until a subrecipient is current in the filing of all reports, submission of documentation, and have resolved any remaining issues.

#### 29 Monitoring Expenditures

In order to verify the appropriateness of all grant fund related expenditures, the Office staff will monitor the use of grant funds as reported by subrecipients. Back-up documentation must be maintained on-site, be available upon request, correlate with the mandatory quarterly reporting, and be maintained as necessary to provide that obligations under this subaward and other such standards as they apply are being met. The Office, fund source agencies, State Legislative Auditors, or any State or Federal authorized representatives must have access to any documents, papers, or other records of recipients which are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. Please also see the General Condition on Records Retention.

#### 30 Records Retention

Retain all financial records, supporting documents, statistical records, and all other records pertinent to the award for a period of 3 years from the date of submission of the final programmatic and financial reports. Retention is required for purposes of examination and audit. Records may be retained in an electronic format. Please also see the General Condition on Monitoring Expenditures and 2 C.F.R. 200.333 regarding federal requirements.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

#### 31 Termination of Subaward

The performance of work under this award may be terminated by the Office in accordance with this clause in whole, or in part, whenever the Office determines that such termination is in the best interest of the State. If the subrecipient fails to fulfill obligations under this award properly and on time, or otherwise violates any provisions of the subaward, the Office may terminate the award by written notice to the subrecipient. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished supplies and services provided by the subrecipient shall become Office property. The Office will pay all reasonable costs associated with this program that the subrecipient has incurred prior to the date of termination, and all reasonable costs associated with the termination of the subaward. When an award is terminated or partially terminated, the awarding agency or pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. § 200.343 (Closeout) and 2 C.F.R. § 200.344 (Post-closeout adjustments and continuing responsibilities).

#### 32 Civil Rights Discrimination

The subrecipient affirms that it shall not discriminate in any manner against any employee, applicant for employment, or clients of services, because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, sexual orientation, pregnancy, physical or mental handicap, or limited English proficiency, so as reasonably to preclude the performance of such employment and/or services provided. The subrecipient also agrees to include a provision like that contained in the preceding sentence for any underlying sub-contract, except a sub-contract for standard commercial supplies or raw material. The subrecipient must have a non-discrimination poster, publicly displayed, acknowledging that the entity does not discriminate and provides an avenue for employees, program beneficiaries, and any relative vendors. Formal complaints may be submitted online at Maryland Commission on Civil Rights: <https://mccr.maryland.gov/>; (410)767-8600; U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights :<https://www.ojp.gov/program/civil-rights/filing-civil-rights-complaint>; (202) 307-0690, United States Equal Employment Opportunity Commission: <https://www.eeoc.gov/>; (800) 669-4000. Additionally, a complaint may be reported utilizing the form located on our website at <http://goccp.maryland.gov/grants/civil-rights-compliance/>. Also see the General Conditions related to Civil Rights Federal Reporting Requirements and Applicable Statutorily-imposed Nondiscrimination Requirements.

#### 33 Proof of Applicable Audit Regulations - On Site

All subrecipients must have proper documentation to present to the Office upon request, to prove compliance with the Audit Regulations that apply. Local and State governments must have proof that they had an annual audit and submitted said audit to the State Legislature in September of the year of their subaward. Non-Profit Organizations must follow guidance located on the Maryland Secretary of State's website under the Charitable Division, located here: <https://sos.maryland.gov/Charity/Pages/Instructions.aspx>.

#### 34 Single Audit Requirement

If your entity spends \$750,000 or more per fiscal year in federal funds, a Single Audit is required in accordance with 2 CFR §200.514. If the audit discloses findings on Office grants, provide a copy of the report so that we may issue a management decision for audit findings pertaining to the Federal award provided to the subrecipient from the pass-through entity as required by §200.521

#### 35 ACORN

The subrecipient agrees and understands that it cannot use any grant funds, either directly or indirectly, in support of any contract or subaward to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.



Governor's Office of Crime Control and Prevention

### Grant Award - General Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

**36 Reporting Fraud, Waste and Abuse**

The subrecipient must promptly report any credible evidence of fraud, waste, abuse and similar misconduct with grant funding.

**37 OJP Financial Guide**

In addition to the Office's General Conditions (Post Award Instructions) and Special Conditions, the subrecipient agrees to comply with the financial and administrative requirements set forth in the current edition of the Office of Justice Programs (OJP) Financial Guide where applicable, and to abide by any other terms and conditions imposed by the Office. The financial guide may be accessed at the following web URL:  
[http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO\\_2013Financial\\_Guide.pdf](http://www.ojp.usdoj.gov/financialguide/PDFs/OCFO_2013Financial_Guide.pdf)

**38 Food and Conference Costs**

On October 21, 2011 the U.S. Department of Justice, Office of Justice Programs, Office of the Assistant Attorney General issued a memorandum to all Office of Justice Programs Grantees and Contractors regarding enacted conference costs and reporting requirements. In order to follow the federal guidelines, the Office will not approve any food and/or beverage costs associated with meetings, training, conferences, and/or other events. All conference costs will be thoroughly examined for compliance with the federal requirements. This restriction does not impact direct payment of per diem amounts to individuals in a travel status under your organization's travel policy. The Office may consider exceptions to this General Condition for non-federal funded grants.

**39 Applicable Statutorily-imposed Nondiscrimination Requirements**

Subrecipients will comply (and will require any subrecipients or contractors to comply) with any applicable statutorily-imposed nondiscrimination requirements, which may include § Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d; Omnibus Crime Control and Safe Streets Act of 1968, as amended, 34 U.S.C. §§ 10228(c) & 10221(a); Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. § 1681; Title II of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132; Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102; Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); Violence Against Women Act of 1994, as amended, 34 U.S.C. § 12291(b)(13); and Partnerships with Faith-Based and Other Neighborhood Organizations, (28 CFR Part 38).

**40 DUNS and SAM.Gov Requirements**

Throughout the entire period of the grant, the subrecipient must maintain a valid unique identifier (currently DUNS Number) and current registration with SAM.Gov. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving federal funds. It is provided by the commercial company Dun and Bradstreet. SAM is the repository for certain standard information about federal financial assistance applicants, recipients, and subrecipients.

Access to SAM.GOV: <https://sam.gov/SAM/>

**41 Computer Equipment/Program/Network Procurement**

No award funds may be used to maintain or establish a computer network unless such network prohibits the viewing, downloading, and exchanging of pornography, and nothing limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.



Governor's Office of Crime Control and Prevention

**Grant Award - General Conditions**

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

**42 Hire within 45 days**

All project personnel supported with grant funding must be hired within 45 calendar days of receipt of the grant award package. Any delays in hiring must be reported in writing within 30 calendar days of receipt of the grant award package. If project personnel are not hired within 45 calendar days, project personnel allocations may be de-obligated at the discretion of the Office.

**43 No distracted Driving While Performing Program Duties**

Subrecipients are to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**44 Services to those with Limited English Proficiency**

The subrecipients are obligated to provide services to Limited English Proficient (LEP) individuals. Refer to the DOJ's Guidance Document. This regulation may be accessed at: <https://www.lep.gov/>.

State Government Article, Subtitle 11- Equal Access to Public Services for Individuals with Limited English Proficiency, §§10-1101—10-1105, Annotated Code of Maryland.

**45 Drug-Free Workplace Requirements**

Subrecipients are subject to the applicable requirements regarding the state and federal drug free workplace requirements. The state's policy can be found here: State of Maryland Substance Abuse Policy -- <https://dbm.maryland.gov/employees/Documents/Policies/SubstanceAbusePolicy.pdf>. The Federal Government-wide Requirements for Drug-Free Workplace (Grants) is codified at 28 C.F.R. Part 83.

**46 Office Name Change Effective 1.1.2020**

Any reference to the Governor's Office of Crime Control and Prevention or GOCCP should now be referenced as the Governor's Office of Crime Prevention, Youth, and Victim Services (Office) per Executive Order 01.01.2020.01.



Regional Monitor:  
Fiscal Specialist:

Farrare, Geneva  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

### Grant Award - Special Conditions

<b>Grant Award Number:</b>	WAAG-2024-0015	<b>Sub-Recipient:</b>	Worcester County Board of County Commissioners
<b>Award Period:</b>	07/01/2023 - 06/30/2024	<b>Implementing Agency:</b>	Worcester County Sheriff's Office
<b>Project Title:</b>	WCSO FY24 WAAG Grant		

1 General Conditions

This grant award is subject to the General Conditions (POST AWARD INSTRUCTIONS) found on the GOCPYVS website (<http://www.goccp.maryland.gov/grants/general-conditions.php>). The aforementioned General Conditions/Post Award Instructions are REQUIRED to be reviewed, should be printed for your reference and are subject to change without written notice.

In addition, the Tips and Guidance page is provided as a resource on the GOCPYVS website (<http://goccp.maryland.gov/grants/tips-and-guidance/>) to address frequently asked questions.

2 If the SAM.gov account expires anytime during the life of the grant, GOCPYVS reserves the right to stop all activity / payments on the grant until the account is made current.

3 GOCPYVS support must be noted in any press releases, brochures, materials or RFPS related to this sub-award.

"The Governor's Office of Crime Prevention Youth and Victim Services funded this project under sub-award number BJAG-2009-9000 (your sub-award number). All points of view in this document are those of the author and do not necessarily represent the official position of any State or Federal agency."

4 Sub-recipient agrees to keep documentation of monthly overtime usage by using the Monthly Overtime Summary Report provided by the Governor's Office of Crime Prevention, Youth, and Victim Services (GOCPYVS) or their own overtime report. Please note that the overtime report should identify how overtime was used as it relates to the grant funded project specifically.



Regional Monitor:  
Fiscal Specialist:

Farrare, Geneva  
Thomas, Courtney

Governor's Office of Crime Control and Prevention

**Budget Notice**


<b>Grant Award Number:</b>	<b>WAAG-2024-0015</b>	
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners	
<b>Project Title:</b>	WCSO FY24 WAAG Grant	
<b>Implementing Agency:</b>	Worcester County Sheriff's Office	
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: STATE

Funding Summary	Grant Funds	100.0 %	<b>\$10,000.00</b>
	Cash Match	0.0 %	<b>\$0.00</b>
	In-Kind Match	0.0 %	<b>\$0.00</b>
	<b>Total Project Funds</b>		<b>\$10,000.00</b>

**Personnel**

Description of Position	Salary Type	Funding	Total Budget
Deputy overtime costs	Overtime	Grant Funds	\$10,000.00

Personnel Total: \$10,000.00

Approved:   
 \_\_\_\_\_  
 Governor's Office of Crime Control and Prevention Authorized Representative

Effective Date: 7/1/2023



Governor's Office of Crime Control and Prevention

Control Number: 45820  
 Regional Monitor: Farrare, Genevra  
 Fiscal Specialist: Thomas, Courtney

**Programmatic Reporting**

Submitted Date:

<b>Grant Award Number:</b>	<b>WAAG-2024-0015</b>	
<b>Sub-recipient:</b>	Worcester County Board of County Commissioners	
<b>Project Title:</b>	WCSO FY24 WAAG Grant	
<b>Implementing Agency:</b>	Worcester County Sheriff's Office	
<b>Award Period:</b>	<b>07/01/2023 - 06/30/2024</b>	CFDA: STATE

The information collected on this form helps us measure the progress you are making in achieving your project's goals and objectives. It also helps us determine what, if any, technical assistance you may need in implementing your project.

**Performance Measures (9)**

1	Total number of misdemeanor warrants served	
2	Total number of felony warrants served	
3	Total number of attempted warrant services	
4	Total number of unserved warrants removed from database through validation methods (abated by death, charges dropped, etc.)	
5	Total number of wanted individuals who were arrested and it was related to a violent crime	
6	Total number of firearms seized during warrant service	
7	Total number of warrants in the jurisdiction by type of warrant and related offense	
8	Total number of warrants reduced from the overall number of warrants in the jurisdiction	
9	Total number of apprehended absconding individuals	

**Progress Report Questions (8)**

1	If no funds or minimal funds (less than 25%) were expended during this reporting period provide an explanation as to why and when you anticipate requesting funds. Your detailed explanation should address each budget category.
2	Describe barriers/challenges to implementing or completing any of the objectives. Include corrective actions taken or planned to overcome described barriers (include timeline). Are there any obstacles or barriers that could prevent you from expending all grant funds? Please include any requests for technical assistance needed.



# ITEM 1

- |   |  |
|---|--|
| 3 | Every quarterly report should provide a brief narrative assessment of the projects effectiveness thus far. The brief narrative should include qualitative and quantitative evidence, as available, and also highlight factors that the author considers to have facilitated or impaired the project's effectiveness. |
| 4 | Describe, in general, the level of cooperation and collaboration between partner agencies affiliated with this program.  |
| 5 | Please explain the activities that have been planned for the upcoming quarter to include dates and a brief summary of each.  |
| 6 | Please list any successes and/or best practices developed through this program funded by the Governor's Office of Crime Prevention, Youth, and Victim Services.  |
| 7 | Please provide a detailed narrative describing how the quarterly performance measures report numbers are collected and what method or system is currently used to track them.  |
| 8 | Describe all situations where the service of a misdemeanor warrant led to the apprehension of a felony offender  |

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Project Director - Ramey, Bethany*

*(Project Director is preferred, Fiscal Contact or Authorized Official if Project Director is unavailable)*

**Printed Name:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

# Worcester County Sheriff's Office <sup>ITEM 2</sup>

*Matthew Crisafulli*  
Sheriff



*Nathaniel Passwaters*  
Chief Deputy

June 30, 2023

To: Weston Young, Chief Administrative Officer  
Worcester County Commissioners

RE: FY23 Children's Justice Act (CJAC) Grant

Dear Mr. Young and Worcester County Commissioners,

We respectfully request approval of our application for the FY23 Children's Justice Act (CJAC) Grant in the amount of \$42,975.

If approved and awarded, this grant will provide funds for a Forensic Imaging System camera, accessories, and training to provide the Sheriff's Office, as well as the Child Advocacy Center, with an advanced portable resource to collect and preserve biological evidence unseen by the naked eye, as well as to streamline and reduce turnaround time for the analysis process.

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](http://www.WorcesterSheriff.com)

FFY 2023 Children's Justice Act Grant Program (CJAC)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention

Submitted: 7/3/2023

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

- 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-CC-0006), Received By, Date



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

**FFY 2023 Children's Justice Act Grant Program (CJAC)**

**Applicant:** Worcester County Board of County Commissioners

**Project Title:** FY23 CJAC Grant - Forensic Imaging System

**Worcester Local Government**

**Start Date:** 10/01/2023      **Submitted:** 7/3/2023 10:09:09 AM      **DUNS Number:** 101119399  
**End Date:** 09/30/2024      **Funding Year:**      **SAM Expiration:** 11/1/2023

<b>Applicant:</b>	<b>Implementing Agency:</b>
Worcester County Board of County Commissioners County Government Center 1 W Market 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

<b>Authorized Official:</b>	Bertino, Anthony W. cbertino@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1194	President       FAX: (410) 632-3131
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<b>Project Director:</b>	Tingle, Carrie catingle@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1111	Worcester County Sheriff's Office Finance Administ      FAX: (410) 632-3131
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<b>Fiscal Officer:</b>	Wright, Lynn lwright@co.worcester.md.us Worcester County Board of County Commissioners County Government Center 1 W Market St Rm 1103 Snow Hill, MD 21863-1072 (410) 632-1191	Senior Budget Accountant      FAX: (410) 632-3131
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<b>Funding Summary</b>	100.0 %	Grant Funds	<b>\$42,975.00</b>	_____	_____
	0.0 %	Cash Match	<b>\$0.00</b>	_____	_____
	0.0 %	In-Kind Match	<b>\$0.00</b>	_____	_____
		<b>Total Project Funds</b>	<b>\$42,975.00</b>		

## Project Summary

The Worcester County Sheriff's Office Forensic Imaging System program will reduce existing gaps in services, foster collaboration among partner agencies and stakeholders, and provide direct victim services throughout Worcester County, Maryland. The program will provide investigators an advanced portable resource for crime scene technicians to search, detect, and capture evidence, including body fluids, blood, fingerprints, gunshot residues, and minute traces of physical evidence. Program funds provide equipment and training.

## Problem Statement/Needs Justification

When the Worcester County Sheriff's Office receives notification of alleged child abuse, a multidisciplinary team responds immediately in a coordinated, child-focused method to minimize the potential of lasting trauma impact on the victim. The multidisciplinary team approach for investigating allegations of child abuse requires the collaboration of the Worcester Criminal Bureau of Investigation (WCBI), child protective services, medical professionals, mental health providers, prosecution and the Child Advocacy Center. The WCBI's role in the multidisciplinary approach requires detectives and digital forensic examiners to have the necessary equipment and tools readily available to ensure a thorough and robust investigation.

A Forensic Imaging System camera and accessories will aid the Worcester County Sheriff's Office Detectives in strengthening the investigation of child abuse allegations by collecting additional evidence at the onset of the case. This camera searches for traces of evidence under UV, Visible and Infrared illumination, before documenting the scene using multispectral photography to reveal evidence that cannot be seen by the naked eye. In addition, this equipment is vital for the preservation and presentation of biological evidence. The CrimeLite Auto camera equipment features Alternative Light Source (ALS), which, if used at the crime scene at the time evidence is collected, provides prosecutors with substantially more physical evidence to present at trial, resulting in a greater chance of positive outcomes for both the case victim and other children in our community.

Sadly, in many child sexual abuse cases, there is not always a significant amount of physical evidence. As a result, investigators must rely heavily upon crime scene photographs. Since this equipment offers alternative light source at the crime scene, crucial biological evidence will be collected (i.e. blood, semen, saliva, etc.), providing additional evidence against a perpetrator.

This equipment will also be used by investigators to corroborate the disclosure of victims of technology-facilitated crimes. When a child that has been a victim of a technology-facilitated crime discloses information during a forensic interview, investigators use the information to obtain a search warrant to investigate the physical location of the alleged crime, capturing biological evidence that would corroborate the child's experience.

Additionally, obtaining this equipment as a primary resource for our investigators and forensic examiners will allow for greater streamlining of the crime laboratory analysis process. The Maryland State Police crime laboratory does not accept tangible bulky pieces of evidence because of the amount of storage space required to preserve it. Instead, these pieces of evidence are taken to our local crime laboratory for examination to obtain swabs of the items (bedding, blankets, pillows, etc.) With the Crime-lite Auto camera and its accessories, this process can be completed at the crime scene, resulting in quicker turnaround time and less burden on crime lab technicians.

The equipment will be available for use by any law enforcement agency and Forensic Services Unit on the Eastern Shore, including the Maryland State Police Berlin Barrack, Ocean City Police Department, and other local municipalities. With this equipment, WCBI will develop effective, sustainable evidence in relation to child abuse cases and increase their capacity to investigate child abuse and technology-facilitated crimes against children.

Worcester County is the Easternmost County in the State of Maryland and is Maryland's only seaside county known primarily for its recreational activities and tourism. According to data from the 2020 U.S Census, the population of Worcester County is 52,460. However, the resort town of Ocean City, located in Worcester County, becomes the 2nd most populated municipality in Maryland during the summer months as it hosts between 320,000 to 345,000 vacationers, and up to 8 million visitors annually. The Worcester County Sheriff's Office is currently budgeted for 95 sworn deputies. In 2021 our office handled 45,250 calls for service; in 2022, that number rose to 52,510, an increase of 16%. Our office handled 98 crimes against children cases in 2021, and in 2022 handled 103 cases, an increase of 8%.

## Program Goals and Objectives

The goal of this project is to increase organizational capacity by equipping investigators with advanced technological resources to search, detect, and capture evidence when investigating crime scenes.

Short-term goal: Evidence collected will aid detectives and prosecutors in strengthening the investigations of child sexual abuse allegations by collecting additional evidence at the onset of the case. Evidence processing turnaround time will decrease. Examiners and first responders will demonstrate understanding of the program through training provided with the equipment purchase.

Long-term goal: Obtain compelling evidence needed for convictions and/or exonerations while minimizing the lasting negative impact of trauma on the victim.

## Program Strategy/Program Logic

Crucial evidence present at a crime scene is not always able to be captured by investigators, which can result in poor case outcomes. The Worcester County Sheriff's Office is one of several parties entered into a Memorandum of Understanding with the Worcester County Child Advocacy Center, which provides the coordinated, multi-disciplinary response to allegations of child abuse. In these types of cases, the team comprised of prosecutors, child protective service workers, trauma therapists, forensic nurse examiners, and child advocacy center staff rely upon the partnership with law enforcement agencies to take the lead on the criminal investigation as part of their specific response to the allegations.

All partners of this project have agreed:

- To achieve and maintain inter-agency cooperation and coordination in case management and handling of child maltreatment cases; and
- To obtain evidence necessary for both civil proceedings and criminal prosecutions; and
- To provide extensive initial case screening, assessment, and validation procedures to promptly exonerate the accused or promptly proceed with the appropriate civil and/or criminal actions; and
- To consider both child protection and criminal sanctions when making decisions; and
- To provide extensive and continuing training and education for agency personnel, and other professionals and volunteers in the community who work with abused children; and
- To develop programs and strategies to expand program capability.

For our agency to continue to be a valuable resource for this multi-disciplinary team, our investigators need access to advanced technology that provides solutions designed to increase efficiency and produce a stronger evidentiary basis for cases. This program offers an investigative tool outside of the crime laboratory, solving the problem of crucial evidence not captured at the crime scene and ultimately strengthening criminal investigations.

## Program Measurement

Output Measures - The immediate services provided by this project serve to help close the gap between the crime scene, incident room, and the forensic laboratory. Evidence seized at the crime scene is turned over to the crime laboratory technicians by investigators to analyze. This program supports our forensic examiners by streamlining this process. Instead of having to burden our crime laboratories and technicians with an overwhelming amount of evidence, efficiency is increased because of the amount of processing that can occur at the crime scene. This efficiency will be measured by the decrease in percentage of evidence needing to be processed at the crime laboratory, and the decreased turnaround time on evidence processing. Additional measurement includes the number of technicians and/or examiners trained to use this equipment, the number of cases expedited because of the availability of the equipment, and the number of crimes solved largely because of the program.

As previously noted, the Maryland State Police crime laboratory does not accept tangible bulky pieces of evidence due to lack of storage space required to preserve it, these pieces of evidence are taken to our local crime laboratory for examination. In cases involving allegations of child sexual abuse, investigators often seize bedding, sheets, towels, and clothing to corroborate the child's disclosure. This equipment automatically selects the fluorescent imaging filter to optimize visualization, further streamlining the investigation by processing evidence expeditiously. This project enables this process to be completed at the crime scene, resulting in quicker turnaround time for results and less burden on crime lab technicians.

Initial Outcome Measures - The anticipated initial outcomes resulting from the use of this equipment are decreased turnaround time for evidence processing at the crime laboratory and increased amount of credible evidence captured at the crime scene.

The long-term impact of this project is decreased child abuse offenses in Worcester County due to the strength of investigative resources and turnaround time used to prosecute alleged maltreaters.

## Spending Plan

Funds will be expended for all of the below equipment in the first quarter. Once the equipment arrives, training will be scheduled and completed before the end of the second quarter.

- Crime-Lite Auto (QCL/AUTO) – All-in-one forensic evidence imaging system, camera, lenses, batteries, and accessories. \$34,740.
- Crime-Lite Auto Oblique Lighting Ring – lighting direction control \$1,648.
- Crime-Lite Auto Coax Lighting Accessory – clip on accessory module for Crime-lite Auto \$2,032.
- Interactive Evidence Sample Kit – Custom made video box to accommodate up to 20 evidence samples. \$2,255.
- Product Training – 1-day site visit which includes unpacking and set up of equipment \$2,050.
- Shipping and Handling - \$250.

Total package \$42,975.00

## Management Capabilities

The Worcester Bureau of Investigation (WCBI) is a combined law enforcement investigative criminal unit. WCBI handles and investigates the most serious felony crimes that occur in the county, working in conjunction with the Maryland State Police, Berlin Police Department, Ocean City Police Department, Ocean Pines Police Department, Pocomoke Police Department, and Snow Hill Police Department. WCBI provides a comprehensive team approach in investigating crimes against children, homicide, rape, robbery and other felony crimes, and prosecute those who commit these crimes. The identification of biological, serological, latent print impressions, and other evidence uncovered at crime scenes plays an integral role in the successful prosecution of various felony crimes within Worcester County, Maryland.

Project Director: Ms. Carrie Tingle serves as the Finance Administrator and Grants Coordinator for the Worcester County Sheriff's Office. She began her career in finance and budgeting with the State of Maryland, and has served in governmental environments for the past 14 years. Ms. Tingle now works for Worcester County, specifically the Sheriff's Office, to manage all aspects of multiple budgets, including forecasting and maintenance and data/costs analyses, as well as grants procurement, application, and compliance monitoring.

Key Consultants: Detective Vicki L. Martin has been a member of the Worcester County Sheriff's Office for approximately 10 years. She previously served with the Ocean City Police Department; retired after 27 years of service. Detective Martin is currently assigned as the primary investigator/detective for the Child Advocacy Center and has served in that capacity for approximately 7 years. Her duties as the detective for the Child Advocacy Center also include case assessment, case management, case tracking, compiling monthly/yearly statistics, and attending Multi-Disciplinary Team meetings. Detective Martin previously served as a member of the Ocean City Criminal Investigation Division, as a detective, for 11 years. She was delegated as the primary investigator for Child Abuse, Child Sexual Abuse, Child Pornography, and any other crimes against children. Detective Martin has been the primary crimes against children investigator, for both agencies, for approximately 18 years. Detective Martin works closely with local, state and federal agencies. She has testified in District, Circuit, and Federal Court. Detective Martin was certified by the Maryland Police Training Commission as an instructor in the area relating to the investigation of Rape and Sexual Offenses. She has received extensive training regarding Rape, Sexual Offenses, Child Abuse and Neglect, Child Sexual Abuse, Child Pornography, Solicitation of a Minor, Sexual Exploitation of a Minor, and Crime Scene Triage.

Key Consultant: Deputy First Class Jason Burns began his law enforcement career as a Military Police Officer in the United States Navy, serving for 6 years. He then worked with the Ocean Pines Police Department before coming to the Worcester County Sheriff's Office in early 2020. DFC Burns was recently chosen to transition from Patrol to Investigations, assigned specifically as an Investigator/Detective for the Child Advocacy Center, having proven to have a high aptitude in conducting numerous sex offense investigations, in cases involving both children and adults. His duties as Investigator/Detective for the Child Advocacy Center will include intensive trainings in child-specific sex crimes, case management, case tracking, and participating in Multi-Disciplinary Team meetings. DFC Burns holds an Associate's Degree in Criminal Justice.

Financial Officer: Ms. Lynn Wright holds an Associate Degree of Science in Accounting and a Bachelor of Arts Degree in Human Resources Management. She has 19 years of experience in local government, serving as a Human Resources Manager and later as Accounting Supervisor. Ms. Wright now works with Worcester County to administer grants procurement and compliance, track capital projects, and assist in all phases of budget preparation, maintenance, and analysis of financial data and audit compliance.

## Sustainability

The one-time purchase requires no additional resources and will be fully funded in this application. The Worcester County Criminal Bureau of Investigation will maintain the newly purchased equipment by budgeting upgrades and maintenance fees where it applies.

## **Timeline**

Once grant has been rewarded, the equipment will be ordered by the Project Director in the first quarter. Once the equipment arrives, the Key Consultant, Detective Vicki Martin will schedule training on the equipment. The target date for task completion is by December 31, 2023.

## **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 include 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**

UEI Number: KEA9KRV8GPG3  
Expiration 11/01/2023

## **Person Completing the Project Narrative**

Ms. Jennifer DeGiovanni  
Deputy Sheriff  
Worcester County Sheriff's Office  
410-632-1111 x2237 Phone  
410-632-3070 Fax  
jdegiovanni@co.worcester.md.us





**Project Budget**

**A. Budget Summary**

	<b>Grant Funds</b>	<b>Cash Match</b>	<b>In-Kind Match</b>	<b>Total Award</b>
<b>Personnel</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Operating Expenses</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Travel</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Contractual Services</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Equipment</b>	\$34,740.00	\$0.00	\$0.00	\$34,740.00
<b>Other</b>	\$8,235.00	\$0.00	\$0.00	\$8,235.00
<b>Grand Total</b>	<b>\$42,975.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$42,975.00</b>

# ITEM 2

Category E - Equipment



Control Number:

2023-CC-0006

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Crime-Lite Auto (QCL/AUTO_	1	Grant Funds	1	\$34,740.00	\$34,740.00
						\$34,740.00

1. All-in-one forensic evidence imaging system, camera, lenses, batteries, and accessories to provide investigators an advanced portable resource for crime scene technicians to search, detect, and capture evidence, including body fluids, blood, fingerprints, gunshot residues, and minute traces of physical evidence.

# ITEM 2

Category F - Other



Control Number:

2023-CC-0006

	Other	Priority	Funding Type	Quantity	Cost / Unit	Total
3	Interactive Evidence Sample Kit	2	Grant Funds	1	\$2,255.00	\$2,255.00
4	Product Training	3	Grant Funds	1	\$2,050.00	\$2,050.00
2	Crime-Lite Auto Coax Lighting Accessory	4	Grant Funds	1	\$2,032.00	\$2,032.00
1	Crime-Lite Auto Oblique Lighting Ring	5	Grant Funds	1	\$1,648.00	\$1,648.00
5	Shipping/Handling	6	Grant Funds	1	\$250.00	\$250.00
						\$8,235.00

1. Lighting direction control for use with Crime-Lite Auto forensic imaging system.
2. Clip-on accessory module for use with Crime-Lite Auto forensic imaging system.
3. Custom made video box to accommodate up to 20 evidence samples for use with Crime-Lite Auto forensic imaging system.
4. 1-day on-site training on Crime-Lite Auto forensic imaging system, includes unpacking and setting up equipment.
5. Shipping and handling for Crime-Lite Auto forensic imaging system and noted accessories.



**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 Market 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: 17

**Project Service Sites**

**Site 1**

<b>Service Site</b>	Worcester County Sheriff's Office
<b>Apt. Suite, No. Street</b>	1 West Market Street
<b>City</b>	Snow Hill
<b>State &amp; Zip</b>	MD 21863



**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 (EEO) 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 EEO 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 Market St Rm 1103  
Snow Hill, MD 21863 1072

Project Title: FY23 CJAC Grant - Forensic Imaging System  
Federal ID Number: 52-6001064

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

Signature: \_\_\_\_\_  
**Signature of Authorized Official** **Date**



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

<http://www.co.worcester.md.us/departments/drp>

ZONING DIV  
BUILDING DIVISION  
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION  
CUSTOMER SERVICE DIVISION  
TECHNICAL SERVICES DIVISION

To: Weston Young, Chief Administrative Officer  
From: Davida T. Washington, Housing Rehabilitation Program Coordinator <sup>TM</sup>  
Date: July 6, 2023  
RE: Revised Guidelines for the Housing Rehabilitation Program  
.....

I am requesting the Worcester County Commissioners concurrence with the revised Worcester County Housing Program Guidelines to encompass the recently approved new bid process, RFQ (Request for Qualifications) and Dept. of Housing and Community Development updates pertaining to income guidelines and minor changes in CDBG policies and procedures with the new grant cycle.



HOUSING REHABILITATION GUIDELINES  
FOR  
WORCESTER COUNTY,  
MARYLAND

**INTRODUCTION**

This rehabilitation plan sets forth the guidelines and procedures governing the operation of the Worcester County Housing Rehabilitation Program.

This program will make available financial and/or technical assistance for the rehabilitation of eligible owner-occupied substandard housing units located in Worcester County.

The legal authority for this rehabilitation program comes from the applicable grant agreement for the Community Development Block Grant Program administered by the Maryland Department of Housing and Community Development.

The local governing bodies, contractors, subcontractors, vendors and applicants for rehabilitation assistance are required to abide by a number of State and Federal laws and may be required to sign documents certifying their compliance.

The Civil Rights Act of 1964  
Executive Order 11246 concerning Equal Employment Opportunity  
Standards of Conduct for the CDBG recipients – Conflict of Interest  
Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity  
Standard of Equal Opportunity Construction Contract Specifications  
Certification of Non-Segregated Facilities for Contracts over \$10,000  
Title VI of Civil Rights Act of 1964  
Section 109 of Housing & Community Development Act of 1974  
Section 3 Compliance  
Age Discrimination Act of 1975  
Section 504 Affirmative Action for Handicapped Lead Based Paint Hazards  
Access to/Maintenance of Records

Experience with the Program has shown that there are sufficient applicants to utilize the available funds. If this should cease to be the case, the Administration will market the Program via newspaper and television stories, public service announcements, and contacts with civic and charitable organizations.

The County Commissioners shall have the right to waive certain limits and eligibility criteria on a case-by-case basis as justified by unusual circumstances and with the approval of the State (DHCD).

**I – ELIGIBILITY**

1. Beneficiaries of the Program must be of low-to-moderate income, as defined by income limits provided by the Maryland Department of Housing and Community Development.

The HUD limits for Worcester County, Maryland CDBG program as of June 15, 2023, are as follows:

Persons per Household	Maximum Annual Income
1	\$ 52,850
2	\$ 60,400
3	\$ 67,950
4	\$ 75,500
5	\$ 81,550
6	\$ 87,600
7	\$ 93,650
8	\$ 99,700

2. The dwelling to be rehabilitated must be located within the unincorporated areas of Worcester County or in an incorporated municipality that does not receive CDBG funding.
3. The dwelling must be in substandard condition and economically feasible of being brought into compliance with the standards of the County’s Livability Code. Exceptions may be made for emergency cases to correct an immediate threat to the health and safety of the occupant(s). All health and safety problems will be documented on a separate form.
4. Program emphasis is the rehabilitation of owner-occupied dwellings, however, landlords who rent to persons of low-to-moderate income may be considered for CDBG funded interest subsidies for bank loans, provided such assistance has been approved by the State.
5. Owner-occupants must not own any house other than the one to be rehabilitated under the program and must not have substantial assets which would enable the applicant to secure rehabilitation funds from other sources.
6. If the dwelling lies within a flood zone, the applicant must agree to obtain flood insurance coverage.
7. Vacant dwellings may be considered for rehabilitation if the dwelling has been vacated due to its substandard condition, and if the owner agrees to occupy the dwelling upon completion.
8. Applicants without property insurance must obtain such insurance prior to the initiation of any work.
9. Homes owned by more than one party (other than a husband and wife who reside together) may be rehabilitated even if not all members reside in the home. At least one of the owners must live in the home. All others must sign all program documents, including the application and the final loan documents.
10. The total income of all persons residing in the house will be counted. The income of household members who are presented as residing temporarily in the house will be counted for eligibility purposes until evidence is that the person has moved out.
11. Any property that is in forbearance with their mortgage company or property is bound by a reverse mortgage is **not eligible** for assistance from this program.

12. An applicant may only be assisted one time with CDBG funds. However, a waiver may be requested for emergency assistance or on a case-by-case basis. Requests for waivers should be addressed to the Program Coordinator.
13. CDBG funding is only used for homes constructed after 1978 unless there is documentation demonstrating that there is no lead-based paint in the house at the time of selection.
14. Houses must be inspected for pests and termites prior to approval. The inspections are to be completed by a licensed exterminator. If infestation is discovered, treatment must be provided. Each case file must obtain an inspection report showing issues and completed corrections. The exceptions to this requirement are cases for water and sewer lines and emergency repairs.
15. The County must require a pro-rated repayment if a property owner refinances and receives “cash-out” from the transaction after the rehabilitation has taken place while the lien or loan term is in effect.
16. Smoke alarms must be installed according to local code with a minimum of one on each floor. If they are already in place, they should function properly.
17. No Worcester County employees are eligible for this program. This would be a conflict of interest.

## II. APPLICATION PROCEDURES

1. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Coordinator.
2. The number of applicants which meet eligibility guidelines will be referred to the Program Inspector for completion of a preliminary inspection. This will occur during the times in which the program has sufficient funds to handle the stream of applicants coming in. Preliminary inspections will not be completed for “backlogged” applicants. The purpose of the preliminary inspection is to determine whether the rehabilitation is economically feasible and to determine the health and safety violations which will end in the prioritization of applications. Preliminary inspections will be made in writing and will include the estimated cost.
3. The Coordinator will perform general prioritization of applications for the purpose of presentation to the review board. Priorities are covered in Section III, “Selection”.
4. Excess housing demand will be partially addressed by the prioritization discussed in #3, above. In addition, applicants deemed to have greater repayment ability will be referred to the State Special Loans Programs. Consideration will be given in developing programs which will expend the CDBG funds in a timely manner, but maximize the number of families served.

- A prioritized waiting list will be developed so that as more funds become available, families will be reviewed in priority order. All Special Loans Programs cases will be handled using regular SLP procedures.
5. Cost Benefit Determination: According to Maryland State policies, if the cost to rehabilitate the house is 50% greater than the assessed value as determined by the State Department of Assessments and Tax (SDAT), then CDBG funding cannot be utilized for repairs. Costs for lead abatement are not included in this computation. The State will consider exception requests if there are health and safety issues.
  6. Underwriting will be performed prior to presentation to the Housing Review Board. The Coordinator will utilize the State Special Loans Program underwriting form.
    - a. Applicants who expend more than 31% of their income for housing expenses will be deemed unable to repay a loan (housing expense/gross monthly income).
    - b. Total recurring debt obligations should not exceed 43% (monthly housing expense plus long-term debt/gross monthly income).
    - c. The amount available for repayment: gross monthly income x 43% and long-term debt and housing expenses is subtracted with a 10% optional allowance of unusual household expenses. The remainder is the monthly affordable amount.
      - i. If the amount is <\$100 – a deferred loan is acceptable.
      - ii. If the amount is >\$100 – a deferred payment can be recommended with supporting documentation for consideration of an exception.
  7. The Coordinator will prepare recommendations for action by the Review Board and will provide this material to the Board in advance of the meeting at which action is being requested. To receive a conditional grant, the applicant must meet the criteria of having income below 80% of the AREA median.

### III. SELECTION

1. Our efforts will be made to provide assistance on a first-come, first-served basis; however, severity of need will take precedence. Severity of need will be based on the following criteria:
  - One or more occupants of the dwelling is age 62 or older.
  - One or more occupants of the dwelling is handicapped.
  - Condition of the dwelling is a threat to the health and/or safety of the occupants. (Example: Failure of well or septic system)
  - Total household income is below 80% of the County median.
2. The Housing Review Board will meet as needed. The Board will review applications and recommendations from the Program Coordinator and will make decisions as to which shall be funded and the method of financing. These decisions are based upon the feasibility and affordability analysis computations in DCHD underwriting process. Grievances and appeals against the decision of the

- Housing Review Board will be made in writing within 30 days after written notification of the Board’s decision. Additional information not presented at the time of the meeting must be requested with the request for an appeal hearing. Appeals will be referred to the Chief Administrative Officer who will act on them within 30 days of receipt. Applicants may further appeal to the County Commissioners within 30 days after the decision of the Chief Administrative Officer. Applicants will be notified of the grievance procedures upon notification of action by the Board on their cases.
3. Upon application approval, the Coordinator will send appropriate documentation to the Maryland Historical Trust for the Section 106 review.
  4. The Inspector will perform a detailed, written work-up for each approved case.

IV.STRUCTURE OF FINANCIAL ASSISTANCE

1. The average amount of assistance is expected to be \$20,000. The maximum grant amount will be \$30,000. Total improvements may exceed \$30,000 if the after-rehabilitation value of the dwelling is more than all mortgage amounts and the home can be brought into compliance using what is still considered to be moderate according to rehabilitation guidelines. CDBG Awards exceeding \$30,000 shall be in the form of 0% interest loans; payment amounts to be determined using the Special Loans Program underwriting worksheet. Recipients must make payments as scheduled to the County Treasurer’s Office until the entire principal amount of the debt is retired; there is no expiration on the term of the loans. A loan can be deferred, forgivable, no-interest or amortized at the discretion of the Housing Coordinator and the Housing Board approval. The Board may alternatively elect to supplement the \$30,000 maximum grant amount with loan funding through the State Special Loans Program. Payment and interest would be set by SLP according to their Program guidelines and loans would be serviced through their agency.
2. In cases of the sale or cash-out re-financing of rehabilitated properties, the County must be re-paid the balance of the loan or grant per the terms outlined in the agreement. Reverse mortgages are not permitted while liens are still in effect. The following tiered system applies for liens placed on houses rehabilitated through a CDBG grant:
  - Tier I- \$0 to \$12,500 grant requires a five (5) year lien.
  - Tier II- \$12,501 to \$25,000 grant requires a ten (10) year lien.
  - Tier III- \$25,001 to \$30,000 grant requires a fifteen (15) year lien.

A tiered portion of the grant amount must be repaid if the dwelling is sold after rehabilitation and prior to the expiration of the grant term. Repayment is required according to the following schedule:

For five-year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	80% grant repayment
Sale in the third year	60% grant repayment

Sale in the fourth year	40% grant repayment
Sale in the fifth year	20% grant repayment

The grant mortgage will be released after the fifth year and no repayment is required thereafter.

For ten-year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	90% grant repayment
Sale in the third year	80% grant repayment
Sale in the fourth year	70% grant repayment
Sale in the fifth year	60% grant repayment
Sale in the sixth year	50% grant repayment
Sale in the seventh year	40% grant repayment
Sale in the eighth year	30% grant repayment
Sale in the ninth year	20% grant repayment
Sale in the tenth year	10% grant repayment

The grant mortgage will be released after the tenth year and no repayment is required thereafter.

For fifteen-year liens:

Sale in the first year:	100% grant repayment
Sale in the second year	93% grant repayment
Sale in the third year	87% grant repayment
Sale in the fourth year	80% grant repayment
Sale in the fifth year	73% grant repayment
Sale in the sixth year	67% grant repayment
Sale in the seventh year	60% grant repayment
Sale in the eighth year	53% grant repayment
Sale in the ninth year	47% grant repayment
Sale in the tenth year	40% grant repayment
Sale in the eleventh year	33% grant repayment
Sale in the twelfth year	27% grant repayment
Sale in the thirteenth year	20% grant repayment
Sale in the fourteenth year	13% grant repayment
Sale in the fifteenth year	7% grant repayment

The grant mortgage will be released after the fifteenth year and no repayment is required thereafter.

V. REHABILITATION ACTIVITIES

1. Work to be performed will be determined through an inspection by the Program Inspector. The homeowner will be encouraged to participate in this process. The Program Inspector will prepare a detailed work write-up which will be utilized for solicitation of bids to perform the work. Work on these homes which require septic systems, wells and the installation of bathrooms will be reviewed by the Worcester County Environmental Programs prior to being sent to bid.

- Requirements of the Environmental Programs will be incorporated into the work write-up.
2. The following are considered eligible repairs under the program when such repairs are necessary to bring the property into conformance with the County's Livability Code:
    - a. Improvements to the existing physical structure such as painting and resurfacing of structures or surface elements.
    - b. Roof, wall, floor, and ceiling repairs.
    - c. Replacement of appliances such as range, water heater, water pump.
    - d. Replacements of fixtures such as heating, electrical, plumbing.
    - e. Energy conservation/weatherization improvements.
    - f. Alterations necessary to make the dwelling more accessible for handicapped persons.
  3. The following activities are generally ineligible for rehabilitation assistance:
    - a. New construction, substantial reconstruction, or the finishing of unfinished space such as attics or basements.
    - b. Remodeling or cosmetic improvements.
    - c. Renovation of dilapidated outbuildings.
    - d. Appliances not required by code standards.
    - e. Materials, fixtures, equipment or landscaping of type or quality that exceeds that customarily used in Worcester County for properties of the same general type. The County has developed general specifications which detail the level of materials and workmanship quality.

## VI. CONTRACTING

1. At the start of each new grant cycle, Worcester County will establish a qualified contractor list for the various types of housing rehabilitation activities through a publicly advertised Request for Qualifications. Contractors shall complete a Qualification Package to be vetted for inclusion on the list. Qualified contractors on the list will be given the opportunity to bid on each job as it is available.
2. Bids will be reviewed for accuracy and responsibility and a recommendation for awarded consistent with the County's purchasing policy. Bids will generally be awarded to the lowest bidder. Worcester County reserves the right to accept or reject any or all bids.
3. The County may limit the number of contracts to be awarded to one contractor during any one bid solicitation and may negotiate with other bidders for remaining contracts.
4. Following award, Worcester County, the Owner, and Contractor Agreement will be executed by the contractor and homeowner. The Program Coordinator will then issue a Notice to Proceed.
5. The contractor may request progress payments as often as needed. Payments are made following inspection by the Program Inspector and upon approval by the Program Coordinator. The contractor may receive up to 75% of the total contract

- in this manner; the final 25% will not be paid until satisfactory completion of a final inspection on applicable projects. The homeowner, Program Inspector, contractor, and Program Coordinator are required to sign-off on the final payment request in order for payment to be processed.
6. All work involving well and septic installation will be bid separately and will not require the certification of the Program Inspector. The Coordinator will work directly with the Environmental Programs Department for this procurement. E.P. will also perform the inspections.
  7. The inspector will obtain the owner's signature on the Certificate of Completion prior to the final payment being made. If there is a dispute, the inspector and Program Coordinator will make the determination and document the reasons for such.
  8. Any homeowner who has problems with the work after its completion, (i.e., leaking pipes) should contact the Program Coordinator who will request the Inspector to ascertain the cause of the problem. If the time frame is within the one-year guarantee period, all efforts will be made to encourage the Contractor to correct the problems voluntarily. Applications for emergency well and septic systems shall be contracted as specified in the attached emergency application process.

#### VII. PERMITTING PROCESS

1. The Coordinator will send a copy of the final work write-up to the applicable Permitting Department for a permit review. The Permitting Department will respond with a written memo listing the permits required for the project and the code which is used by the jurisdiction. The Coordinator will provide the contractor with a copy of this memo when the Owner-Contractor Agreement is signed.
  - a. The Contractor will contact the property owner to sign the permit and submit the permit to the local Permitting Department along with any required drawings or site plan and all applicable fees.
  - b. The Contractor will notify the Development, Review, and Permitting or applicable jurisdiction and the Coordinator of the construction start date.

#### VIII. FINAL REHABILITATION DOCUMENTS

1. Once the contract for the work is awarded, the Coordinator will prepare the following documents for signature by the homeowner:
  - Owner-Contractor-Grantee Agreement
  - Lead Paint Notice
  - Grant/Loan Agreement
  - Promissory Note
  - Notice of Right of Rescission
  - FHEO Self Identification Form

In addition, a copy of the work write-up will be included in this mailing.



2. When the documents are returned to the Coordinator, he or she will obtain the signature of the contractor on the Owner-Contractor Agreement. Once this is done, the Contractor will be given a Notice to Proceed.
3. The Grant/Loan Agreement will be recorded in the Office of the Clerk of Court.
4. Copies of the promissory note and Grant/Loan Agreement will be provided to the County Treasurer's Office upon signing and recordation.

**BID AND CONTRACT PROCEDURES  
WORCESTER COUNTY HOUSING REHABILITATION PROGRAM**

It shall be the policy of the Worcester County Rehabilitation Program to maximize participation by minority contractors. The Program Coordinator shall consult all available resources for names of minority contractors.

The procedures contained herein apply only to work funded in whole or in part with County CDBG funds. Other agencies which supplement the CDBG funds have the option of using their own procedures only if they are more stringent than CDBG.

**I. CONTRACTOR QUALIFICATION**

1. As part of the Request for Qualifications to be included on the Qualified Contractor List, the following information will be required to be submitted:
  - a. Adequate liability insurance (\$100,000/\$300,000 for personal injury and \$100,000 for property damage), listing agent's name, amount, expiration date and name of insurer.
  - b. Name of the company bank
  - c. The names of the usual subcontractors
  - d. The names and addresses of at least two (2) recent residential rehabilitation or remodeling customers
  - e. A list of all principal officers of the company
  - f. Number and date of the Maryland Home Improvement License
  - g. Copy of MHIC license
  - h. Number, date and copy of the MDE Lead license if applicable
2. Contractors meeting the qualifications above will be deemed acceptable and will be allowed to bid on the rehabilitation projects. This privilege is contingent on the fact that no contractor is on HUD's debarred list, has filed bankruptcy or is otherwise deemed ineligible. The Housing Program Inspector and the Housing Rehabilitation Program Coordinator will evaluate all bids for completeness, and it will be awarded consistent with the County's purchasing policy.
3. The name of contractors who do not perform satisfactorily will be submitted to the County Commissioners with a recommendation that they not be allowed to bid on future projects.

4. Contractors shall return completed and sealed bid packages to the County Administration no later than the date and time established in the notice. No bids will be accepted after this deadline. Faxed bids are not acceptable.
5. No items are to be omitted. All bids are to be totaled on the first page of the work write-up and signed by the contractor on the last page. Any bid which contains omitted items will be disqualified.
6. The jobs are to be bid on an individual basis, group bidding is not allowed.
7. Any questions concerning the substance of the work write-up should be clarified before the bid is submitted. No change orders may be made without the approval of the Program Coordinator. The submitting of bids shall be taken as a contractor's acknowledgement of the adequacy of the scope of work unless the bid is accompanied by a statement expressing the contractor's questions or concerns.
8. All bids will be opened publicly and read aloud at a specified time. Bids will be reviewed by the Program Coordinator.
9. The contract for approved applications will be awarded consistent with the County's purchasing policy. Generally, this will be the low bidder if he or she has met all eligibility criteria, and that the bid covers all items on the work write-up and that the bid appears to be feasible and responsive. The County Commissioners will award the contract at a regular meeting when applicable. It is the general policy of the program to use general contractors. However, there may be instances where work to only one trade is to be done. In these cases, the Coordinator may solicit the appropriate subcontractor. All well and septic work will be bid separately.  
WORCESTER COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

## II. CONTRACT PROCEDURES

1. A contract for construction work financed by a rehabilitation grant or loan shall be undertaken between the grantee, contractor and the property owner. The County will not be a party to such a contract, but will act on the recipient's behalf in bidding, contract award and inspections of work completed.
2. The form of the contract shall be as follows: a single document, containing the general conditions and specifications for the work performed. The bid form is included in the contract by reference.
3. General contract provisions shall be required in all rehabilitation construction contracts, including:
  - A provision that a written "Proceed to Work" order within a "to be determined" number of days is issued; and
  - A provision that the Contractor will be paid the contract price according to a payment schedule specified within the contract when work is satisfactorily completed. Payment will be made as soon as possible after receipt of the contractor's invoice. For final payments,

receipt of release of liens by the contractors, suppliers and laborers involved shall be required.

4. The Contractor shall be required to comply with the following provisions:
  - a. Comply with all County inspection requirements; and
  - b. Perform all work in accordance with applicable standards and requirements, whether covered by the work specifications.

### III. OWNER/CONTRACTOR DISPUTES

1. If a dispute between the homeowner and contractor concerning workmanship, quality of materials, or scope of work occurs, the Program Inspector will meet with both parties to discuss their concerns. The Program Inspector will advise the homeowner and contractor, in writing, of the recommended resolution. If both parties are not satisfied with the recommended resolution, they may respond in writing to the Program Coordinator within 10 days of the date of the notice from the Inspector. The Program Coordinator will meet with the homeowner, contractor, and inspector at the property, listen to the concerns of all parties and evaluate the disputed work. The Program Coordinator will respond in writing within 10 days of the meeting. If the homeowner or contractor do not accept the final resolution of the Program, the dispute will be referred for independent arbitration as provided for in the terms of the Worcester County Housing Rehabilitation Owner-Contractor Agreement.

### IV. CHANGE ORDERS

1. It is the policy of the Worcester County Housing Rehabilitation Program to carefully evaluate change orders. Every effort will be made to ensure that the work write-ups are complete and accurate representations of the work to be done in accordance with program guidelines. We require contractors to clarify any questions regarding the work write-up prior to the submission of a bid.
2. For other items on which change orders may be required, the following procedures will apply, regardless of whether the request for a change is initiated by the contractor or a homeowner:
  - a. The contractor is required to telephone both the Program Coordinator and the Program Inspector with a verbal explanation of the situation.
  - b. The Program Inspector will visit the job site to render an opinion on the need for the change. If the Program Inspector recommends denial of the change order, this decision shall be final.
  - c. If the Program Inspector finds that the request is justified, he will so inform the Program Coordinator who will render the final judgment. The Inspector will also give his opinion as to the reasonable cost of the proposed change.
  - d. Change orders which would bring the total grant amount above the maximum are not permitted. In cases of this nature, every attempt will be made to substitute a change for an originally approved item which is of lesser importance or to seek funds from other sources.
  - e. The Program Coordinator will require the contractor to fill out and sign a change order form prior to permitting work to proceed. The contractor shall

verify whether any revisions of the issued permit are necessary with the appropriate jurisdiction.

#### V. RECRUITMENT OF MINORITY, SMALL, AND FEMALE CONTRACTORS

It is the policy of the County to attempt to recruit and assist small, female and minority contractors. The Coordinator will attempt to locate such contractors and include them on the Qualified Contractors List. He/she will consult such sources as the Maryland Department of Transportation Business Directory, the Lower Shore Contractors Association (a minority association), Shore-Up!, and O.U.R. Community, as well as any other group known to have knowledge of minority, small and female contractors.

#### **Housing Rehabilitation Application Process for Emergency Well and Septic Systems Only**

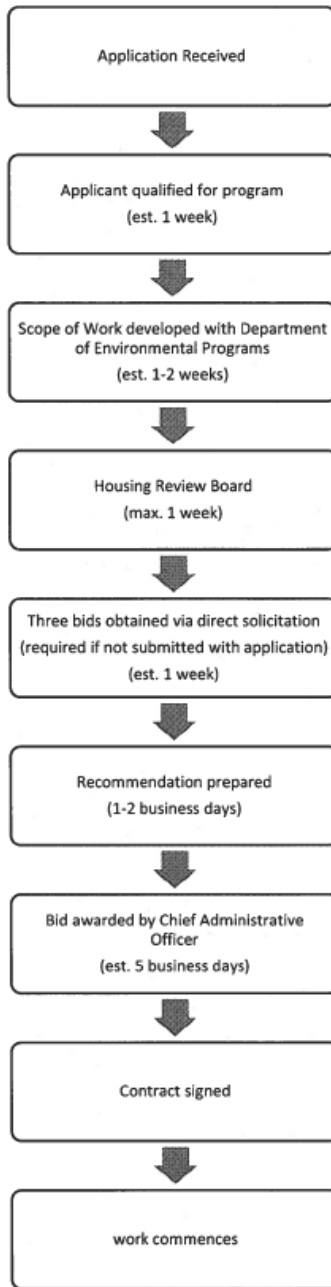
A failure of a well or septic system shall be deemed to be an immediate threat to the health and safety of the occupant(s) and shall be expedited under the emergency application process set forth herein.

1. Applicants shall meet the eligibility requirements for the Program as defined in the Housing Rehabilitation Program Guidelines, Section I - Eligibility. Applications for septic systems shall be reviewed by the Worcester County Department of Environmental Programs (DEP) to determine eligibility for the use of Bay Restoration Funds in conjunction with CDBG funding whenever possible.
2. Applications will be accepted continuously. The following must be submitted prior to application review and underwriting: property tax bill; proof of insurance or commitment to obtain such on property; verification of mortgage (if applicable); and proof of income. The following will be acceptable as proof of income: social security or pension award letters, the last two pay stubs, W-2 form for the previous year, or income tax returns. Mortgage verification forms will be used. Employment verification forms will be used at the discretion of the Program Coordinator.
3. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report to verify the nature of the improvements needed.
4. The applicant shall provide the Program Coordinator with the contact information for the licensed well driller or septic installer that made the determination that the well or septic needed repair or replacement to include the name of the company

- and/or individual, mailing address, phone number, and email address (if available). This information shall be reviewed by the Worcester County DEP for preparation of the scope of work. At their discretion, the Program Coordinator may utilize a third-party to conduct an inspection and prepare a report to verify the nature of the improvements needed.
5. Underwriting will be performed prior to presentation to the Housing Review Board. The Program Coordinator will utilize the CDBG Cost Benefit Determination form. Applicants who expend more than 30% of their income for housing expenses shall be deemed unable to repay a loan but shall be eligible for a grant.
  6. The Program Coordinator will prepare recommendations for action by the Housing Review Board. To receive a conditional grant, the applicant must meet the following criteria: have income below 80% of the AREA median OR 62 years of age or older and spending more than 30% of his or her gross income on housing, exclusive of utilities. Application approvals shall occur as outlined in Section III - Selection, utilizing the method of financing outlined in Section IV - Structure of Financial Assistance, from the Housing Rehabilitation Program Guidelines.
  7. Bid Procedures:
    - a. The applicant may submit a minimum of two bids from licensed contractors as a part of their initial application. Bids submitted in this manner will be evaluated for consistency with the final scope of work developed by the Program Coordinator in consultation with the Worcester County DEP. Alternatively, the Program Coordinator may directly solicit a minimum of two bids from the Qualified Contractors List.
    - b. The Program Coordinator shall complete the Vendor/ Cost Documentation Form.
    - c. All bids will be reviewed for accuracy, consistency, and responsibility. All bids should be less than 6 months old. A recommendation for award will be provided by the Program Coordinator.
    - d. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
    - e. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
  8. The recommendation and bids will be reviewed and awarded by the Chief Administrative Officer (CAO). Bids will generally be awarded to the lowest bidder; however, Worcester County reserves the right to accept or reject any or all bids.
  9. Should the bids exceed the expenditure threshold specified in § CG 4-202, the Program Coordinator shall submit the recommendation to the Worcester County Commissioners for award.

- 10. Following the award, the Program Coordinator will prepare the required documents as outlined in Section VIII - Final Rehabilitation Documents and the contractor shall obtain all required permits from the Worcester County DEP as outlined in Section VII - Permitting Process, of the Worcester County Housing Rehabilitation Program Guidelines.
- 11. All other matters pertaining to the project shall be as governed by the Worcester County Housing Rehabilitation Program Guidelines.

**Expedited CDBG Application Procedure Flow**  
**Emergency Well and Septic Systems Only**  
(Estimated 6 weeks)





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](http://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:** Weston Young  
**CC:** File  
**From:** Davida Washington  
**Date:** 7/11/2023  
**Re:** Request for Public Hearing

---

To fulfill the CDBG Program requirements, the County needs to hold a second public hearing to report on the progress to date on Worcester's current Housing Rehabilitation Grant, MD-23-CD-25. Please publicize our intent to hold a hearing on August 15, 2023. This will allow sufficient time for the minimum 3-week advertising period and ensure we have satisfied the 2<sup>nd</sup> hearing requirement well before the current grant deadline date of July 31, 2024. I have attached the information I plan to present at the hearing.



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](http://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:** 7/11/2023  
**Re:** Public Hearing #2 for Housing Rehabilitation Grant MD-23-CD-25-August 15, 2023

---

This is an update as of June 30, 2023, for the Commissioners on the status of the County's current CDBG Housing Rehabilitation Grant, MD-23-CD-25

Worcester County was awarded the aforementioned grant in August 2022 in the amount of \$300,000 for the rehabilitation of 18 owner occupied homes. All households served must in the low to moderate income category, classified as less than 80% of the County median income. Following the successful completion of the Environmental Record Review process, the release of funds allowing grant expenditures to begin was approved and issued by the State on October 6, 2022. Additionally, program income in the amount of \$4,425.00 was received in February of 2023 as a result of a pay-off on a grant from 2010 due to property transfer. The program income has now been fully expanded per program requirements.

To date, \$265,148.66 of the combined CDBG grant and program income funding has been committed and supplemental funding in the amount of \$107,443.00 has been obtained from the Special Loans and Grants Program. Shore Up is collaborating with us on 6 projects estimated costs they will cover will be \$80,000. The project statuses are as the following: 6 projects are complete, 5 are under construction, 5 are in the contractor selection process, and 5 will be reviewed by the Housing Review Board at the end of this month.

The current CDBG grant term will end on July 31, 2024. All program funding must be expended by this date; project activities, however, are permitted to continue past the financial deadline.





Worcester County Administration
One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | www.co.worcester.md.us

TO: The Salisbury Daily Times and The Ocean City Today Group
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: July 12, 2023
SUBJECT: Worcester County Public Hearing Notice

Please print the attached Public Hearing Notice in The Salisbury Daily Times and Ocean City Digest/Ocean City Today on July 27, 2023 and August 3, 2023. Thank you.

NOTICE OF PUBLIC HEARING
ON THE PROGRESS OF
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAMS
WORCESTER COUNTY, MARYLAND

The County Commissioners of Worcester County, Maryland will conduct a Public Hearing to provide information on the progress of Housing Rehabilitation Grant MD-23-CD-25, which was funded under the Maryland Community Development Block Grant Program; a federally funded program designed to assist governments with activities directed toward neighborhood and housing revitalization, economic development, and improved community facilities and services. The hearing will be held on:

TUESDAY, August 15, 2023
AT 10:30 A.M.
IN THE COUNTY COMMISSIONERS' MEETING ROOM
ROOM 1101 – GOVERNMENT CENTER – ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863

The purpose of the Public Hearing is to assess the program progress on the following CDBG grant received from the State of Maryland:

Worcester County received a CDBG grant in the amount of \$300,000 in August 2022 for the rehabilitation of 18 owner occupied homes; total household income must be in the low to moderate income category, classified as less than 80% of the County median income. To date, \$265,148.66 of the combined CDBG grant and program income funding has been committed. The current CDBG grant term will end on July 31, 2024. Efforts will be made to accommodate the disabled and non-English speaking residents with 3 business days advance notice to Candace Savage, Deputy Chief Administrative Officer at 410-632-1194.

WORCESTER COUNTY COMMISSIONERS



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: July 18, 2023  
RE: Request to Bid – Roofing and Siding Work at the Library Annex

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Attached for your review and approval are bid documents for the removal and replacement of the shingles, rake, fascia, soffit, gutters and downspouts at the Library Annex on Bank street in Snow Hill. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Funding in the amount of \$113,294 is available for these services Assigned Fund “Bank Street – Bank Street Building Improvements”.

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:** Removal and Replacement of Roofing, Gutters,  
Downspouts, Rake, Facia and Soffits

**DEPARTMENT:** Public Works – Maintenance Division

**VENDOR:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_

**BID OPENING:**

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

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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 removal and replacement of the shingles, rake, fascia, soffit, gutters and downspouts at the Library Annex on Bank street in Snow Hill. 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](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be noon on .
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 compiled 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: **REMOVAL AND REPLACEMENT OF ROOFING, GUTTERS, DOWNSPOUTS, RAKE, FACIA AND SOFFITS** 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/](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: GENERAL CONDITIONS****A. DRAWINGS AND SPECIFICATIONS**

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

**B. MATERIALS, SERVICES AND FACILITIES**

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

**C. INSPECTION AND TESTING**

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.
4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

**D. APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

**E. PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

**F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

**G. LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

**H. SUPERVISION**

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

## **I. CLEAN UP**

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

## **J. CHANGES IN WORK**

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
  - a. By estimate and acceptance of lump sum.
  - b. By unit prices named in the contract or subsequently agreed upon.

## **K. TIME FOR COMPLETION**

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.
5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

## **L. LIQUIDATED DAMAGES**

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00
Or will be based on actual cost to the County, whichever is greater.	

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

**M. CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

**O. BID BOND**

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.
2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

**P. PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred



percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.

2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

**Q. GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

## SECTION IV: BID SPECIFICATIONS

### A. SCOPE

1. The County is seeking bids from qualified Vendors for the removal and replacement of the shingles, rake, fascia, soffit, gutters and downspouts at the Library Annex on Bank street in Snow Hill in accordance with the terms and conditions and specifications set forth in this solicitation.
2. The roof currently has (3) layers of asphalt shingles and some damaged plywood.

### 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. Remove and replace the roof shingles, gutters, downspouts, rake, fascia and soffit at the Library Annex. Shingle color to be determined, all exterior metal and vinyl covering will be WHITE. The shingle, GAF Timberline HDZ warranties to be 50-year manufacturer, 25-year Stain guard and installed With Special Installation requirements. (see GAF Silver Pledge Limited Warranty)
2. Remove all existing shingles and waterproof barrier to expose plywood deck sheathing. Remove all rake, fascia, soffit coverings to expose wooden substrate. Remove all gutters and downspouts. Examine exposed sheathing and wood substrate and report existing conditions to the Owner for their evaluation.
3. A cost per sheet of replaced plywood is required. At the direction of the Owner, replace damaged fascia, rake and soffit framing on a time and material basis. Include T&M Rate Sheets under separate cover. Installation temperature requirement for asphalt roof shingles is between 40 and 85 degrees. Include GAF Tiger Paw underlayment. Include 2 rows of GAF Weather watch Ice and water Leak Barrier along gutter line. Include plumbing vent boots, HVAC vents and associated flashing. All fasteners, flashing products, roof accessories, rake, fascia and soffit covering products shall be considered as part of the base bid price and shall be listed in bid document section.
4. The Successful Vendor will be required to provide the following:
  - a. Contractor to provide all supervision, labor, materials, equipment, tools and all other items and services required to complete the roof, rake, fascia, soffit, gutter and downspout removal and replacement.
  - b. Contractor shall be responsible for obtaining all required permits and inspections.
  - c. Contractor shall notify the county in writing of any potential conflicts observed with performance of work.
  - d. Contractor to provide daily clean up and trash removal generated by work, to be deposited in contractor supplied dumpster/dump vehicle daily.
  - e. Area around building should remain free of debris/nails at the end of the day.
  - f. Contractor shall be required to locate stored materials in an area designated by project manager.
  - g. Contractor shall furnish and install roof accessories including but not limited to plumbing boots, hip and ridge caps, flashing, fascia, rake, soffit, gutters and downspout materials as required by the work.
  - h. Contractor shall furnish and install all sealants and caulking necessary for and incidental to a complete roofing installation as required by bid documents.

- i. Contractor shall provide all warranties and guaranties as applicable by the manufacturer. The completed product shall provide the Owner with a water tight roof system.
- j. Contractor to provide any vertical hoisting and/or staging required for project
- k. Contractor to protect work area from damage and upon completion leave area clean and neat.
- l. Contractor shall secure all loose materials on roof and at grade during work, after hours, and weekends. If necessary materials shall be removed from site during severe weather conditions.
- m. Contractor shall repair at its own expense any and all damage associated with the performance of his work.
- n. Contactor to confer with project manager 1 week before any task that will generate excessive noise. Interference with public assemblies will not be permitted.
- o. Work to be performed during normal business hours.
- p. Work shall not interfere with county operations.

**D. GENERAL REQUIREMENTS**

- 1. The Successful Vendor must be licensed to perform Work in the state of Maryland.
- 2. The Successful Vendor shall have all Work completed within 30 calendar days from the Notice to Proceed date.

**E. PRE-BID CONFERENCE**

- 1. A pre-bid meeting will be held on \_\_\_\_\_ at the Snow Hill Library located at \_\_\_\_\_.

**F. PAYMENT**

- 1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

**G. QUESTIONS**

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

**H. 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 “ROOF AND SIDING WORK AT THE LIBRARY ANNEX” 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 the removal and replacement of the shingles, rake, fascia, soffit, gutters and downspouts at the Library Annex on Bank street in Snow Hill as stated in the Bid Specifications.	

Cost per sheet of replaced plywood \$ \_\_\_\_\_

Vendor agrees to have the Work completed within 30 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: July 18, 2023  
RE: Request to Purchase – Field Groomer

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Recreation and Parks is requesting to purchase a Toro field groomer. The purchase has been quoted by Turf Equipment and Supply Company through their cooperative contract with Sourcewell. The total purchase amount is \$42,570.76 which includes a 22% Sourcewell Contract discount. Funding was approved in the amount of \$43,000 for this purchase in Capital Equipment – Heavy Equipment 100.1602.500.9010.070. Please see the attached quote.

Sourcewell is a cooperative purchasing organization that competitively awards purchasing contracts on behalf of itself and its participating agencies. Sourcewell 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.



June 29, 2023

Mr. Jacob Stephens, Superintendent  
Worcester County Recreation and Parks  
Email: jstephens@co.worcester.md.us

Dear Jacob,

As requested, I am pleased to quote you the following prices. All prices include full service set up and delivery but no applicable state sales tax and are good through July 31, 2023. Terms are 1% 10 days, net 30 or financed. The pricing uses the current Sourcewell contract 031121-TTC.

With the impact of inflation and worldwide supply chain issues, we have experienced volatility in pricing, finance rates and availability due to factors beyond our control. These adjustments may even occur from the time the order is entered in our system through the expected equipment delivery date. Any adjustments will be communicated as soon as possible on orders in our system as we get closer to confirmed 2023 pricing. Therefore, all prices and payments in the following proposal are for 2023 budgetary purposes. In the event that equipment ordered becomes unavailable, we will try to secure an acceptable alternative. Pricing includes set up and delivery, but applicable sales tax is not included. A 2.5% processing fee will be added if a credit card is used to purchase.

- 1 Toro Field Pro 6040 with:
  - Multi tool attachment
  - QAS drag mat carrier system
  - Steel drag mat
  - Laser level installation kit
  - Laser level receiver system
  - Dual grade laser emitter
  - Two-year/1500 hour warranty

Total      \$42,570.76

**JESSUP**  
8015 Dorsey Run Rd  
Jessup, MD 20794  
800.827.3711

**WEST CHESTER**  
16 Hagerty Blvd  
West Chester, PA 19382  
888.384.8676

**FAIRFAX**  
2825 B & C Dorr Ave  
Fairfax, VA 22031  
703.573.2977

**FRANKFORD**  
33180 Dupont Blvd  
Frankford, DE 19945  
302.732.9290

If you have any questions or need any additional information please don't hesitate to contact me.

Best regards,

Mike Minard, TSPC  
Territory Manager





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: Public Information Officer Kim Moses  
 DATE: July 13, 2023  
 RE: Letter of support for Henry's Hotel Grant Application

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Nancy Howard of the committee to restore the Henry's Hotel in Ocean City is requesting a letter of support from the Worcester County Commissioners to include with an application being submitted to the Maryland Historical Trust for an African American Heritage Preservation Program grant. If awarded, the funds will be used to restore this historic hotel to its former glory.

Formerly known as "Henry's Colored Hotel," this building is a prominent historic site in Ocean City. Reportedly erected during the last decade of the 19th century, the three-story wood-shingled structure is one of the oldest hotels in the city and the last hotel that served black visitors to the ocean resort during the early to mid-20th century. Duke Ellington, Cab Calloway, Count Basie and Louis Armstrong were guests of Henry's Hotel in the days when black entertainers could perform in major hotel ballrooms, but were not permitted to sleep in them.

Worcester County Government recognizes this hotel as having historical significance to the County. On May 3, 2007 the commissioners and former Worcester County Tourism Director Lisa Challenger installed an African American Heritage panel on the property.

The draft letter supporting the grant request is attached.



OFFICE OF THE  
COUNTY COMMISSIONERS

*Worcester County*

GOVERNMENT CENTER  
ONE WEST MARKET STREET, ROOM 1103  
SNOW HILL, MARYLAND  
21863-1195

July 12, 2023

To Whom It May Concern:

On behalf of the Worcester County Commissioners, I would like to extend our enthusiastic support for efforts to restore the Henry Hotel, which is of great historic significance to Worcester County. In 2007 the commissioners installed an African American Heritage panel on the hotel's property that informs visitors and passersby about the site's prominent historical significance.

Formerly known as "Henry's Colored Hotel," the three-story, wood-shingled structured, was erected in the last decade of the 19<sup>th</sup> century and remains one of the oldest hotels in the city. More importantly, the Henry Hotel is the last remaining hotel that served black visitors to the ocean resort during the early to mid-20<sup>th</sup> century. Duke Ellington, Cab Calloway, Count Basie and Louis Armstrong were guests of the Henry Hotel in the days when black entertainers could perform in major hotel ballrooms, yet could not sleep in the hotels.

We thank you for your favorable consideration in awarding grant funds to restore this cultural landmark to its former glory.

Sincerely,

Anthony W. Bertino, Jr.  
President

WESTON S. YOUNG, P.E.  
CHIEF ADMINISTRATIVE OFFICER  
CANDACE SAVAGE  
DEPUTY CHIEF ADMINISTRATIVE OFFICER  
ROScoe LESLIE  
COUNTY ATTORNEY



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**MEMORANDUM**

TO: Worcester County Commissioners  
FROM: Weston S. Young, Chief Administrative Officer  
DATE: June 29, 2023  
RE: 2023 Legislative Update from State and Local Advisors

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Mr. Paul Ellington with State and Local Advisors, LLC, our contracted lobbying firm, is here to present a report on the 2023 legislative session's impacts on Worcester County.

Attachments:

SLA Worcester County Report – Pages 2-11



**STATEANDLOCALADVISORS,LLC**

# **WORCESTER COUNTY**

## **Report**

Paul D. Ellington - [paul@stateandlocaladvisors.com](mailto:paul@stateandlocaladvisors.com)  
David Knupp - [davidlknupp@stateandlocaladvisors.com](mailto:davidlknupp@stateandlocaladvisors.com)

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# Executive Summary

## Introduction

Currently in the state of Maryland we find ourselves at a critical juncture, where for the first time in over 75 years, the offices of Governor, Comptroller, and Attorney General simultaneously have new occupants. Therefore, it is even more critical to foster relationships not only within the state legislature and with the Moore Administration but we must also highlight the impact of Worcester County on the state of Maryland to an entirely new group of bureaucrats. For this reason alone it is critical that Worcester have full-time representation not just in Annapolis for lobbying but in the state as a whole for public affairs and external relations that far exceed the confines of the State Capitol. This will be the focus in the coming months.

During this legislative session, State and Local Advisors has been advocating to legislators, cabinet secretaries/departments, as well as key stakeholders, all on behalf of Worcester County. We also participated in all Eastern Shore Delegation meetings and worked with Chairman Chris Adams to formulate agendas that reflected the interests and needs of Worcester County. This report serves to outline our efforts on behalf of Worcester County, as well as show what future movements will be necessary to further the county's goals and objectives.

## Supporting the Efforts of Our Delegation

SLA's primary focus has been interactions with legislators in Annapolis during the 90-day Session. There have been over 100 bills that SLA has monitored; everything from transportation bills to bills affecting agriculture, chemicals, business development, taxes, and public health, all of which could have an impact on business owners, as well as the county as a whole. Key bills can be found later in this report, with a comprehensive list attached.

With all of the efforts that SLA put in through the 90-day Session, it must be emphasized that our efforts extend well past the end of the 90 days the legislature is in session. We are in regular contact with The Rural Maryland Council, the Maryland Foresters, MACo, and MML (among others), as well as their staffs, to ensure we are up to date in our knowledge of items that impact Worcester County, such as Kirwan (Blueprint for Education), among other issues. We will continue, as always, outside of the 90-day Session to leverage our existing relations, as well as foster new relationships, all for the benefit of Worcester County and its interests. This will include continued efforts to find funding opportunities for Worcester County and to emphasize that while Ocean City may be the leading economic driver, the County as a whole has other interests that must be considered and addressed.

Below you will find a comprehensive report of how SLA has been representing Worcester County and the efforts we are continuing to put forth. It is our belief that we must band together to form coalitions with similar counties across Maryland to get these important issues addressed. We are stronger together than as individuals, and through our continued efforts, we believe we can help Worcester County grow and thrive in Maryland's new and challenging political environment.

# Executive Summary cont.

## Your SLA Team



### **Paul D. Ellington**

During his career Paul has helped his clients devise strategies that have enabled them to successfully achieve their goals and objectives at the Federal, State, County and Municipal levels of government throughout Maryland. He has been able to help his clients navigate existing - as well as potential - regulatory and legislative issues. He also has worked with Counties and Local Governments and Non-Profit Organizations to discover grants, bond opportunities and other funding sources within the Budget.

Paul's list of clients has included a variety of Counties, Municipalities, businesses, individuals and Non-Profits.

For over 3 decades Paul had been viewed as a trusted supporter and savvy advisor by a long list of elected officials in Maryland - both past and present - from "both sides of the aisle". This list includes Members of Congress, Governors (and their staffs), Cabinet Secretaries, State Legislators, Regulators, County Executives, County Council members (and Commissioners), and a variety of local Municipal Officials. Such long-standing relationships enable Paul to successfully leverage his extensive experience and contacts for the benefit of his clients thus making him a valued member of their "Government Relations team".



### **David Knupp**

David Knupp brings with him nearly 10 years of political and government relations experience. Getting his start working for the federal government as a legislative policy analyst, David understands the mechanisms of federal government and still maintains many of his contacts during his time there. Following his time with the federal government, David transitioned to state and local politics and government consulting, primarily in Maryland, Virginia, and the northeast corridor. He spent time working as a Chief of Staff for a Maryland Delegate, as well as consulting on a number of political campaigns. His extensive rolodex and connections with state legislatures across the mid-Atlantic and northeast ensure that all clients receive the best possible representation.

# Past Items

## Federal

- In regular contact with (now agriculture subcommittee chair) Congressman Harris and his office to review ways to bring federal funds to Worcester County, with a specific emphasis on Worcester County being a key agriculture county in the entire state.
- Worked with regional USDA Representative to make them aware of Worcester's unique agriculture challenges.

## State

- Worked with legislators to ensure passage of Sunday Hunting bill.
- Worked to help support the efforts of legislators seeking to bring maximum funding to Worcester County through bond initiatives that have been introduced this session.
- Recently met with Cabinet Secretaries (Department of Natural Resources, Department of Agriculture, Department of Environment, Department of Transportation, etc.) to inform them of priorities of Worcester County and to find ways the Departments and State as a whole could assist with projects within the County.
- Attended MACO Winter Conference, MML Winter Conference, Rural Maryland Conference, Maryland Foresters Meetings, Eastern Shore Mayors Association, Taste of the Eastern Shore, and Regional Department of Commerce meetings.
- Attended all Eastern Shore Delegation meetings to ensure that the interests of Worcester County were represented.
- Helped to advise and assist the various department heads in their dealings with the State.
- Helped promote and advance various grant applications.
- Worked with Economic Development and Tourism on issues pertaining to wages, tax incentives, regulations and other issues/mandates that may have posed a threat to Worcester's business community and local economy
- Worked with Environmental Department to make known the impact that regulations and laws may have on Worcester.

## Local

- Worked, and continuing to work, to assist municipalities in their efforts to obtain funding for infrastructure improvements.
- Met with representatives from Talkie Communications, Choptank Electric, and Simple Fiber to coordinate efforts for increased broadband funding from the state.
- Met with Delaware Poultry Industry and its representatives, along with the MML, MACo, and Rural Maryland Council meetings.



# Pending Items

## Federal

- Continue meetings with Senators Cardin and Van Hollen and Congressman Andy Harris regarding bringing additional federal funding to Worcester County.
- Continue to pursue federal grants and other funding mechanisms offered to implement and expand broadband access on the Eastern Shore.
- Continue discussions regarding funding of a dedicated dredging vessel in the Chesapeake Bay.
- Continue discussions with the Army Corps of Engineers regarding dredging of the Ocean City Inlet.
- Work with federal, state, and local officials to secure federal and state tax credits to help with the redevelopment and repurposing of the former Pocomoke City Volunteer Fire Station.

## State

- Work with state and local officials to implement funds that were approved through bond initiatives and other methods during the 90-Day General Assembly Session.
- Work with new Administration (governor's office, cabinet secretaries) to ensure Worcester County has a seat at the table (tours of the county, etc).
- We are working to bring more administration officials to the Eastern Shore and Worcester County to show them how critical the County is to the State as a whole.
- Attend MACo Summer Conference.
- Continuing to work with Maryland Aviation Council to advocate for increased state and federal funding.

## Local

- Further discussions with businesses who have an interest in bringing/expanding their business to Worcester County.
- Facilitate meetings between county council members and businesses who are interested in expanding into Worcester County.
- Attend MML Summer Conference.

# Bill Status

Below you will find three bills that directly impact Worcester County. This is a small subsection of the bills worked on during this Session, and **you can find a comprehensive list attached to this email in an additional document.** As always, please let us know if you have any questions!

**Bill Number:** HB0113

**Current Status:** In the House - Returned Passed

**XFile Bill Number:** SB0135

**Current Status:** In the Senate - Returned Passed

**Sponsor:** Delegate Hartman

**Title:** Worcester County - Alcoholic Beverages - Ocean City Promoter's License

**Synopsis:** Establishing an Ocean City promoter's license in Worcester County; authorizing the Board of License Commissioners for Worcester County to issue the license to a for-profit organization to sell and serve beer, wine, and liquor at an entertainment event that is held on premises located within the corporate limits of the Town of Ocean City, owned by the Town of Ocean City, and approved in writing by the Ocean City Police Department; and authorizing a license fee of \$5,000 per entertainment event.

**Bill Number:** HB0466

**Current Status:** In the House - Returned Passed

**XFile Bill Number:** SB0824

**Current Status:** In the House - First Reading House Rules and Executive Nominations

**Sponsor:** Delegate Otto

**Title:** Worcester County - Natural Resources - Hunting

**Synopsis:** Authorizing the Department of Natural Resources to allow a person in Worcester County to hunt game birds and game mammals on a Sunday, subject to certain time restrictions, during the open season for that game bird or game mammal; authorizing the Department to allow a person in Worcester County to hunt on public land designated for hunting on Sundays, subject to certain time restrictions; and altering the safety zone from 150 to 50 yards from certain buildings occupied by human beings within which archery hunting may not take place.

**Bill Number:** HB0596

**Current Status:** In the House - Returned Passed

**XFile Bill Number:** SB0511

**Current Status:** In the Senate - Returned Passed

**Sponsor:** Delegate Kerr

**Title:** Health and Human Services Transportation Improvement Act of 2023

**Synopsis:** Repealing the \$500,000 cap on grants that may be awarded by the Maryland Transit Administration under the Maryland Senior Rides Program; repealing the \$400,000 cap on the Job Access and Reverse Commute Program; establishing the State Coordinating Committee for Health and Human Services Transportation to examine transportation needs of the elderly, persons with disabilities, and residents requiring transportation assistance to jobs, appointments, citizen programs, and other engagements; etc.

# Bill Status cont.

**Bill Number:** HB0718

**Current Status:** In the House - Hearing 3/09 at 1:00 p.m.

**XFile Bill Number:** SB0590

**Current Status:** In the Senate - Hearing 2/28 at 1:00 p.m.

**Sponsor:** Delegates Stewart

**Title:** Renewable Energy Portfolio Standard - Eligible Sources - Alterations (Reclaim Renewable Energy Act of 2023)

**Synopsis:** Altering the definitions of "qualifying biomass", "thermal biomass system", and "Tier 1 renewable source" for purposes of excluding energy derived from certain forest-related resources, animal manure, waste, and refuse and gas produced from the anaerobic decomposition of animal waste or poultry waste from being eligible for inclusion in the renewable energy portfolio standard.

**Bill Number:** SB0433

**Current Status:** In the Senate - Hearing 2/21 at 1:00 p.m. (Finance)

**Sponsor:** Senator Klausmeier

**Title:** Economic Development - Woman- and Minority-Owned Shellfish Aquaculture Enterprise Fund

**Synopsis:** Establishing the Woman- and Minority-Owned Shellfish Aquaculture Enterprise Fund as a special, nonlapsing fund to assist woman- and minority-owned businesses entering into or expanding in the shellfish aquaculture industry; requiring the Maryland Agricultural and Resource-Based Industry Development Corporation to develop partnerships with certain entities to facilitate the award of loans from the Fund and identify potential loan recipients; and requiring interest earnings of the Fund to be credited to the Fund.

**Bill Number:** SB0034

**Current Status:** In the Senate - Returned Passed

**XFile Bill Number:** HB0389

**Current Status:** In the House - Returned Passed

**Sponsor:** Senators Hester

**Title:** Department of Agriculture - State Specialist for Value-Added Agriculture

**Synopsis:** Establishing the State Specialist for Value-Added Agriculture as a position in the Department of Agriculture to serve as the primary point of contact for individuals engaging in, or interested in engaging in, value-added agriculture in the State, etc.

# Bill Status cont.

**Bill Number:** SB0916

**Current Status:** In the Senate - Hearing 3/15 at 1:00 p.m. **(BILL DID NOT RECEIVE VOTE)**

**Sponsor:** Senator Beidle

**Title:** Environment - Ethylene Oxide - Prohibition

**Synopsis:** Prohibiting the use, manufacture, sale, offering for sale, or distribution of ethylene oxide in the State; and providing a civil penalty not to exceed \$1,000 for a first violation of the Act and up to \$5,000 for a second or subsequent violation.

**Bill Number:** HB0152

**Current Status:** In the House - Returned Passed

**Sponsor:** Delegates Wells

**Title:** Department of Agriculture - Urban Agriculture Grant Programs - Alterations

**Synopsis:** Altering the purpose and contents of and the requirements and qualifications under the Urban Agriculture Grant Fund; requiring the Governor, in each of fiscal years 2025 through 2029, to include at least \$100,000 for the Fund in the annual budget bill; establishing the Urban Agriculture Advisory Committee to recommend guidelines, policies, and practices for the implementation of the Grant Program; and requiring the Advisory Committee to report to certain committees of the General Assembly by December 30, 2023.

# Bond Initiatives

There are many bond bills that are still in progress. There has yet to be a bond hearing date, but once confirmed, we will update you with that information. Below you can find the current bond initiatives and the requested amounts.

Title: Atlantic General Hospital

Senate Sponsor: Otto

House Sponsor: Carozza

Requested Amounts: \$250,000

Purpose: The acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of minimally invasive surgery equipment for Atlantic General Hospital.

Title: Diakonia Offices and Housing

Senate Sponsor: Hartman

House Sponsor: Carozza

Requested Amounts: \$150,000

Purpose: The acquisition, planning, design, construction, repair, renovation, reconstruction, site improvement, and capital equipping of Diakonia offices and affordable housing units.



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: July 18, 2023  
RE: Ocean Pines Volunteer Fire Department ARPA Funding Request

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On July 5, 2022 the Commissioners voted to allocate \$1.5 million of ARPA funding to fire and EMS, with the fire and EMS companies to determine the highest priority items. Please see the following request from the Ocean Pines Volunteer Fire Department for your approval.

Ocean Pines Volunteer Fire Department – Requesting \$82,306.42 to purchase all new equipment for their new engine that has just been ordered. This includes all equipment required by Worcester County and the NFPA. Please see the attached letter from the Ocean Pines Volunteer Fire Chief, Steven Grunewald. Competitive pricing requirements have been met as pricing is based off of a cooperative contract through Sourcewell.

The following companies have had their requests approved by the commissioners; Ocean City EMS (medical devices), Ocean Pines EMS (heart monitors), Showell Volunteer Fire (new pumper engine), Girdletree (SCBA equipment), Bishopville (ambulance), Pocomoke Fire (utility truck), Pocomoke EMS (ambulance), Newark Volunteer Fire Company (ambulance), Stockton Volunteer Fire Department (new pumper engine) and Berlin Fire/EMS (ambulance, rescue rope and EV firefighting equipment). We are still awaiting updated requests from Ocean City Volunteer Fire, Snow Hill Fire and Snow Hill EMS.

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



Ocean Pines Volunteer Fire Department  
911 Ocean Parkway  
Ocean Pines, MD 21811  
410.641.8272  
Fax: 410.641.5686

July 7, 2023

To: Commissioners of Worcester County

The Ocean Pines Vol. Fire Department has requested the amount of \$150,000 from the ARPA Funds. The requested funds of \$82,306.42 will be used to purchase all new equipment for our new engine that has just been ordered. This includes all equipment required by Worcester County and the NFPA. The equipment will be used for our new Paramedic/ Engine 11 that is due to arrive early 2025. Paramedic/Engine 11 will be staffed with a Paramedic and 2 Firefighters and will be responding on all Delta and Echo calls within the Ocean Pines response area aiding the first responding Paramedic unit responding.

“D” (Delta) Response: Life-Threatening Emergency — Chest pain, difficulty breathing, unconsciousness, seizures, dangerous bleeding, structure fire, serious vehicle crashes.

“E” (Echo) Response: Life-Threatening Emergency — patient not breathing (choking, hanging, drowning), person trapped in sinking vehicle.

In addition to the above, the amount of \$67,693.58 will be used to replace 2 of our LP15 Heart Monitors that are version 1 and over 10 years old.

On behalf of the Ocean Pines Vol. Fire Department, we thank you for this opportunity.

*Steven Grunewald*

Steven Grunewald  
Chief, Ocean Pines Fire Dept.



(877) 637-3473

# Quote ITEM 9

**Quote #** QT1717904  
**Date** 07/10/2023  
**Expires** 07/31/2023  
**Sales Rep** Ward, Scott  
**PO #** ARPA  
**Shipping Method** FedEx Ground  
**Customer** OCEAN PINES VOL FIRE CO (MD)  
**Customer #** C33737

**Bill To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

**Ship To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
MATEX HOSE	DP40PU (RED)-100-STZ		DP40PU(RED)-100-STZ Custom MATEX HOSE DJ 4" PU X 100' AL STZ RED STENCIL OPFD	10	\$955.00	\$9,550.00
MATEX HOSE	DP40PU (YELLOW)-100-STZ		DP40PU(YELLOW)-100-STZ Custom MATEX HOSE DJ 4" PU X 100' AL STZ YELLOW STENCIL OPFD	2	\$955.00	\$1,910.00
MATEX HOSE	SP40PU (YELLOW)-50-STZ		SP40PU(YELLOW)-50-STZ Custom MATEX HOSE DJ 4" PU X 50' AL STZ YELLOW STENCIL OPFD	1	\$695.00	\$695.00
DP20Y-50-ARN			DJ 2" X 50' ALUM NH - YELLOW STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	8	\$265.00	\$2,120.00
DP17Y-50-ARN			1.75" DJ Yellow Rubber Liner STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	4	\$195.00	\$780.00
DP17O-50-ARN			1.75" DJ Orange Rubber Liner STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	4	\$195.00	\$780.00
DP17R-50-ARN			1.75" DJ Red Rubber Liner STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	3	\$195.00	\$585.00
DP20B-50-ARN			DJ 2" X 50' ALUM NH - BLUE STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	8	\$265.00	\$2,120.00
DP25G-50-ARN			2.5" DJ Green Rubber Liner STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	6	\$285.00	\$1,710.00
DP15-50-ARN			DJ 1.5" WHITE X 50' ALUM NH STENCIL OPFD STENCIL DIRECTIONAL ARROWS - FEMALE --> TO MALE	8	\$150.00	\$1,200.00
MATEX HOSE	DP15X10-WHITE		DP15X10-WHITE Custom MATEX HOSE DJ 1.5" WHITE X 10' ALUM NH STENCIL OPFD	5	\$67.20	\$336.00
V18-BK-12-AC-SP			18" PPV, 2x 12 Ah Bat.,2x AC Chargers, Shore Power	1	\$5,350.00	\$5,350.00



QT1717904





(877) 637-3473

# Quote ITEM 9

Quote # QT1717904  
 Date 07/10/2023

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
S54L55-H52			5" STORZ // Female LH Swivel NH 5" - BLACK HC	1	\$255.00	\$255.00
2P601-10-A52			6 X 10 FLEXLITE NH LH	2	\$645.00	\$1,290.00

\*\*\*QUOTE EXPIRES ON JULY 31, 2023\*\*\*

**Subtotal** \$28,681.00  
**Shipping Cost** \$0.00  
**Tax Total** \$0.00  
**Total** \$28,681.00

ALL ITEMS ON THIS PRICE QUOTE PURSUANT TO:

Sourcewell RFP #040220 Rev 4 Firefighting Equipment and Rescue Tools with Related Supplies and Accessories Pricing summary: EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is canceled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1717904



(877) 637-3473

# Quote ITEM 9

**Quote #** QT1717927  
**Date** 07/10/2023  
**Expires** 07/31/2023  
**Sales Rep** Ward, Scott  
**PO #** ARPA  
**Shipping Method** FedEx Ground  
**Customer** OCEAN PINES VOL FIRE CO (MD)  
**Customer #** C33737

**Bill To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

**Ship To**

OCEAN PINES VOL FIRE CO.  
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 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
44315			Vulcan 180 Vehicle Mount System - 12V DC direct wire, includes quick release shoulder strap - Orange SOURCEWELL	5	\$206.51	\$1,032.55
45670			Portable Scene Light with 120V AC/12V DC - Yellow SOURCEWELL	2	\$781.31	\$1,562.62
TAL-6			6' Talon Hook Steel	2	\$175.00	\$350.00
46000			Portable Scene Light II - 120V AC/12V DC - Red SOURCEWELL	2	\$629.73	\$1,259.46
90401			BANK CHARGER SURVIVOR, DC SOURCEWELL	1	\$305.03	\$305.03
240			EXT 2.5 GAL PRESSURIZED WATER	1	\$146.75	\$146.75
330			EXT 10 LB CO2 H & H	1	\$265.95	\$265.95
A411			EXT 20LB ALUM VALVE ABC H & H	1	\$178.95	\$178.95
32911			BigEasy PUBLIC SAFETY LOCK OUT KITS	1	\$57.50	\$57.50
32935			BigEasy STORAGE POUCH	1	\$28.50	\$28.50
PB-30			PRO-BAR 30 inch	2	\$279.95	\$559.90
KTKIT			K-Tool Kit (Consists of a K-tool, leather pouch, two lock tool keys, shove knife and instructions on through the lock methods.)	1	\$179.95	\$179.95
HR-1			Firehooks Unlimited Hydra-Ram Forcible Entry Tool	1	\$2,279.95	\$2,279.95
APH-4 W/D			HOOK ALL PURPOSE 4FT HOOKHEADW/ D HANDLE	1	\$139.95	\$139.95
BC-36			BOLT CUTTERS 36 INCH	1	\$99.95	\$99.95
FAY-6			6# Flat Axe (Yellow) 36" Handle	2	\$78.50	\$157.00
PAY-6			6# Pick Axe (Yellow) 36" Handle	1	\$73.95	\$73.95
SLL-8-24			8# Hall Sledge (HiViz Lime) 24" Handle w/Reflective Tape	1	\$78.75	\$78.75
BRF-5			BRUSH RAKE 5FT FIBERGLASS	2	\$51.95	\$103.90
SHV-S27			Aluminum Scoop Shovel 27" with D Handle	1	\$59.95	\$59.95
CM-2			MALLET CONNECTION 2LBS	3	\$21.95	\$65.85
B3103Y15PR		EA	Presco Barricade Tape, 3 mil, "Fire Line Do Not Cross", Yellow, 1/Roll - 3 in x 1000 ft	3	\$23.95	\$71.85
CC407-H52	SOURCEWELL		SOURCEWELL 4 STORZ CAP W/CHAIN -FG- BLACK HARD COAT	1	\$82.95	\$82.95
H201-25NHFS-15N H	SOURCEWELL		SOURCEWELL 2-way ball valve 2.5" NH female swivel rocker lug inlet x (2) 1.5" NH male outlets (Leader Line Wye)	1	\$364.27	\$364.27



QT1717927



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# Quote ITEM 9

Quote # QT1717927  
Date 07/10/2023

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
K48-3-P18-P09	SOURCEWELL		SOURCEWELL Set-Triple Holder, (1) K07 Hydrant Wrench (2) K01 Spanner Wrenches - Black	1	\$122.70	\$122.70
K46-2-P18-P09	SOURCEWELL		SOURCEWELL Set Double Holder with (2) K01 Spanner Wrenches - Black	2	\$88.01	\$176.02
KS34-P18-P09	SOURCEWELL		SOURCEWELL Set of 4: 4", 5" STORZ x Universal Spanner Wrench w/ holder - Black	1	\$130.65	\$130.65
37R1525-H52	SOURCEWELL		SOURCEWELL Female NH 1.5" // Male NH 2.5" - Black HC	2	\$38.00	\$76.00
35R2525-H52	SOURCEWELL		SOURCEWELL Female RL Swivel NH 2.5" // Female RL Swivel NH 2.5" - Black HC	3	\$86.27	\$258.81
36R2525-H52	SOURCEWELL		SOURCEWELL Male NH 2.5" // Male NH 2.5" - Black HC	4	\$50.84	\$203.36
37R2515P-H52	SOURCEWELL		SOURCEWELL 2.5in F NH x 1.5in M NPSH	2	\$38.95	\$77.90
S37S425-H52	SOURCEWELL		SOURCEWELL 4" STORZ x Female Rigid NH 2.5" - Black HC	2	\$129.95	\$259.90
S54L445-H52	SOURCEWELL		SOURCEWELL 4 STZ W/LOCK X 4.5 NH SW LH F	1	\$215.69	\$215.69
S60S54-H52	SOURCEWELL		SOURCEWELL 5" STORZ x 4" STORZ - Black HC	2	\$244.53	\$489.06
CC2552-H52	SOURCEWELL		SOURCEWELL CAP 2.5 inch RL W/CHAIN K-COAT	1	\$48.79	\$48.79
BS60-KBR	SOURCEWELL		SOURCEWELL STRAINER, BARREL 6.0 inch NSTK-BRITE	1	\$242.17	\$242.17
H200-40-25NH	SOURCEWELL		SOURCEWELL 2 way LDH Ball Valve 4in Storz Lock Inlet x (2) 2.5in NH Mal	1	\$458.67	\$458.67
57L645-H52	SOURCEWELL		SOURCEWELL ADAPTER 6 NH X 4.5 NH DBL SW LH F	1	\$249.95	\$249.95
SHV-P55			Round Point Shovel (Pointed 55")	1	\$63.95	\$63.95
DWHS-4 W/D			HOOK DRY WALL 4 FT W/D HANDLE	1	\$149.95	\$149.95

\*\*\*QUOTE EXPIRES ON JULY 31, 2023\*\*\*

<b>Subtotal</b>	\$12,729.05
<b>Shipping Cost</b>	\$0.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$12,729.05

ITEMS NOTED "SOURCEWELL" WERE PRICED PURSUANT TO:

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QT1717927



(877) 637-3473

# Quote ITEM 9

**Quote #** QT1717943  
**Date** 07/10/2023  
**Expires** 07/31/2023  
**Sales Rep** Ward, Scott  
**PO #** ARPA  
**Shipping Method** FedEx Ground  
**Customer** OCEAN PINES VOL FIRE CO (MD)  
**Customer #** C33737

**Bill To**

OCEAN PINES VOL FIRE CO.  
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 OCEAN PINES MD 21811  
 United States

**Ship To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
AKRON Valves	7982*		7982* AKRON Valves VLV BALL INTAKE 4 STZ X 6 NH LH F  ***SOURCEWELL***	2	\$1,795.84	\$3,591.68
CC407-H52			4 STORZ CAP W/CHAIN -FG- BLACK HARD COAT ***SOURCEWELL***	2	\$87.08	\$174.16
34440013			Mercury™ Quick Attack LE Monitor Quick Attack Monitor, Mounting Bracket and Style 4446 Nozzle ***SOURCEWELL***	1	\$2,666.40	\$2,666.40
31251001			EDUCTOR 1.5NH X 1.5NH 125G/475L# ***SOURCEWELL***	1	\$975.60	\$975.60
RH-6			Firehooks Unlimited New York Roof Hook - 6 foot w/ Gas Shutoff	1	\$144.00	\$144.00
RH-6			Firehooks Unlimited New York Roof Hook - 6 foot w/ Pry End	1	\$134.95	\$134.95
RH-8			HOOK NY ROOF 8 FT w/ Ram Knob	1	\$144.95	\$144.95
RH-10			NY ROOF HOOKS Aircraft steel with standard chisel (pry) end & fire retardant grips. (Also available in fiberglass. Must request) w/ Ram Knob	1	\$167.95	\$167.95
40H25FGG			ADAPTER 2.5(F)X (2) GHT M ***SOURCEWELL***	1	\$60.78	\$60.78
DD-100			Double Donut Strap	2	\$103.19	\$206.38
PEL-24			ALCO-LITE Pumper Two-Section Ladder (PEL Series) 24 foot	1	\$1,358.87	\$1,358.87
PRL-14			ALCO-LITE Pumper Roof Ladder (PRL Series) 14 foot	1	\$636.51	\$636.51
FL-10			ALCO-LITE Folding Ladder (FL Series)10 foot	1	\$459.91	\$459.91
864			BRACKET HEAVY DUTY RUBBER STRA6.5-8 inch CYLINDER DIAMETER	3	\$46.13	\$138.39
HTV-12x12-Red			SALVAGE COVER 10oz 12ft x 12ft	1	\$121.00	\$121.00
HUSKY	HR 3 X 20		HR 3 X 20 Custom HUSKY PORTABLE HUSKY HALL RUNNER 18OZ YELLOW	1	\$63.79	\$63.79
EDWARDS	90-2		90-2 Custom EDWARDS MANUF EDWARDS MFG CORD REEL 90-2 (3 wire / 2 brush)	2	\$301.33	\$602.66
291550			THROWLINE BAG SET, EZ-STUFF THROWL ***SOURCEWELL***	2	\$122.27	\$244.54
263200			ROPE, 1/2 CMC LIFELINE, WHITE ***SOURCEWELL***	150	\$1.37	\$205.50



QT1717943



(877) 637-3473

# Quote ITEM 9

Quote #

QT1717943

Date

07/10/2023

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
430403			CMC Rescue Rope Bag #4 - Red ***SOURCEWELL***	1	\$99.87	\$99.87
FIRE HOOKS	SBRH-6		SBRH-6 Custom FIRE HOOKS FHU SOUNDING BALL ROOF HOOK 6'	2	\$144.00	\$288.00
ELKHART Nozzles	XD0102		XD0102 ELKHART Nozzles ELKHART CHIEF XD TIP Waterway: 1 3/8" Stem: 150 GPM @ 75 PSI Inlet: 1.5" FNH Bumper: ORANGE Teeth: SPINNING  ***SOURCEWELL***	5	\$516.17	\$2,580.85
0033XD04			1.5" XD Shutoff 1.5 FNH 1.5 MNH 1-3/8 7/8" bore - Elk-O-Lite ***SOURCEWELL***	5	\$453.47	\$2,267.35
ELKHART Nozzles	04XD025F-030101 0A		04XD025F-0301010A ELKHART Nozzles ELKHART CHIEF XD TIP Waterway: 1 3/8" 03 - Stem: 250 GPM @ 100 PSI 01 - Inlet: 1.5" FNH 01 - Bumper: ORANGE 0A - Teeth: SPINNING  ***SOURCEWELL***	1	\$637.77	\$637.77
ELKHART Nozzles	0069XD0F-010100 0200		0069XD0F-0101000200 ELKHART Nozzles ELKHART CHIEF XD SHUTOFF Waterway: 1 3/8" 01 - Outlet: NONE, 1.5" MNH 01 - Inlet: 2.5" FNH 00 - Pistol Grip: NO PISTOL GRIP 02 - Bale Insert: RED 00 - Custom Laser Etch: NO ***SOURCEWELL***	1	\$528.84	\$528.84
0033XD04			1.5" XD Shutoff 1.5 FNH 1.5 MNH 1-3/8 7/8" bore - Elk-O-Lite ***SOURCEWELL***	1	\$453.47	\$453.47
02551001			Smooth-bore tip Triple stack 1.5F Base 1 & 1-1/8 & 1-1/4 ***SOURCEWELL***	1	\$324.27	\$324.27



QT1717943



(877) 637-3473

# Quote ITEM 9

Quote # QT1717943  
Date 07/10/2023

\*\*\*QUOTE EXPIRES ON JULY 31, 2023\*\*\*

<b>Subtotal</b>	\$19,278.44
<b>Shipping Cost</b>	\$0.00
<b>Tax Total</b>	\$0.00
<b>Total</b>	\$19,278.44

ALL ITEMS MARKED "SOURCEWELL" ARE PURSANT TO:

Sourcewell RFP #040220 Rev 4 Firefighting Equipment and Rescue Tools with Related Supplies and Accessories Pricing summary: EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is canceled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1717943



(877) 637-3473

# Quote ITEM 9

**Quote #** QT1717891  
**Date** 07/10/2023  
**Expires** 07/31/2023  
**Sales Rep** Ward, Scott  
**PO #** ARPA  
**Shipping Method** FedEx Ground  
**Customer** OCEAN PINES VOL FIRE CO (MD)  
**Customer #** C33737

**Bill To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

**Ship To**

OCEAN PINES VOL FIRE CO.  
 911 OCEAN PARKWAY  
 OCEAN PINES MD 21811  
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
804722-01			CYL&VLV ASSY,CARB,45MIN,4500	10	\$1,404.40	\$14,044.00
201215-22			AV3000 HT with Kevlar lining and 4-strap harness-Red, Medium	5	\$352.62	\$1,763.10
FQ-PAAX-TC			AttackPRO with truck mount charger	2	\$3,184.09	\$6,368.18

\*\*\*QUOTE EXPIRES ON JULY 31, 2023\*\*\*

**Subtotal** \$22,175.28  
**Shipping Cost** \$0.00  
**Tax Total** \$0.00  
**Total** \$22,175.28

THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR RESPIRATORY PROTECTION NEEDS!

\*\*\*ALL ITEMS ON THIS PRICE QUOTE ARE PURSUANT TO:

Sourcewell RFP #040220 Rev 4 Firefighting Equipment and Rescue Tools with Related Supplies and Accessories Pricing summary: EXPIRATION DATE AND EXTENSION. This Contract expires May 7, 2024, unless it is canceled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1717891



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: July 18, 2023  
 RE: Request to Award – Berlin Roads Building Remodel

Please see the attached bid tabulation for the Berlin Roads Building Remodel project. Public Works is requesting the Commissioner’s approval to award this project to the lowest responsive and responsible vendor, Delmarva Veteran Builders, in the amount of \$391,000. Bids were due and opened on June 16, 2023 at 2:30pm. Two bids were received.

Funding for these services were approved in the FY22 Assigned Fund Balance “North End Public Works Building”. Balance available for this portion of the project is \$431,586.

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

<b>Berlin Roads Building Remodel</b>	
<b>June 16, 2023 @ 2:30pm</b>	
<b>Bid Tabulation</b>	
<b><u>Vendor Name</u></b>	<b><u>Base Bid</u></b>
The Whayland Company	\$399,600
Delmarva Veteran Builders	\$391,000

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







## WORCESTER COUNTY, MARYLAND

OFFICE OF THE COUNTY COMMISSIONERS  
 1 WEST MARKET STREET, ROOM 1103  
 SNOW HILL, MARYLAND 21863  
 410-632-1194  
 FAX: 410-632-3131

Weston Young  
 Chief Administrative Officer

Nicholas W. Rice, CPPO, CPPB, NIGP-CPP  
 Procurement Officer

### CONTRACT

THIS CONTRACT, made on Tuesday, July 18, 2023, between the County Commissioners of Worcester County, Maryland ("County"); and Delmarva Veteran Builders ("Successful Vendor").

WITNESSED: That for and in consideration for payment and agreements hereinafter mentioned:

1. Successful Vendor will commence and complete the BERLIN ROADS BUILDING REMODEL.
2. Successful Vendor will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the Work described herein.
3. Successful Vendor will commence and complete the Work required by the Contract Documents within the timeframes listed in the Bid Documents unless the period for completion is extended otherwise.
4. Successful Vendor agrees to perform all of the Work described in the Contract Documents and comply with the terms therein for the sum of \$391,000.00 (three hundred ninety-one thousand dollars and no cents).
5. The term 'Contract Documents' means and includes the following:
  - a. This Contract
  - b. Exhibit A - Worcester County Maryland Standard Terms and Conditions
  - c. Advertisement
  - d. Division 00 – Procurement and Contracting Requirements
  - e. Division 01 – General Requirements
  - f. Addendums 1, 2 & 3
  - g. Successful Vendor's Completed Bid Documents
  - h. Notice of Award
  - i. Notice to Proceed
6. Any inconsistency or conflict between the Contract Documents shall be resolved in their order listed above.
7. The County will pay the Successful Vendor in the manner and at such times as set forth in the Bid Documents.
8. This Contract will be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate each of which will be deemed an original on the date first above written.

ATTEST:

**COUNTY COMMISSIONERS OF  
WORCESTER COUNTY, MARYLAND**

\_\_\_\_\_

\_\_\_\_\_  
Anthony W. Bertino, Jr.  
President  
Date:

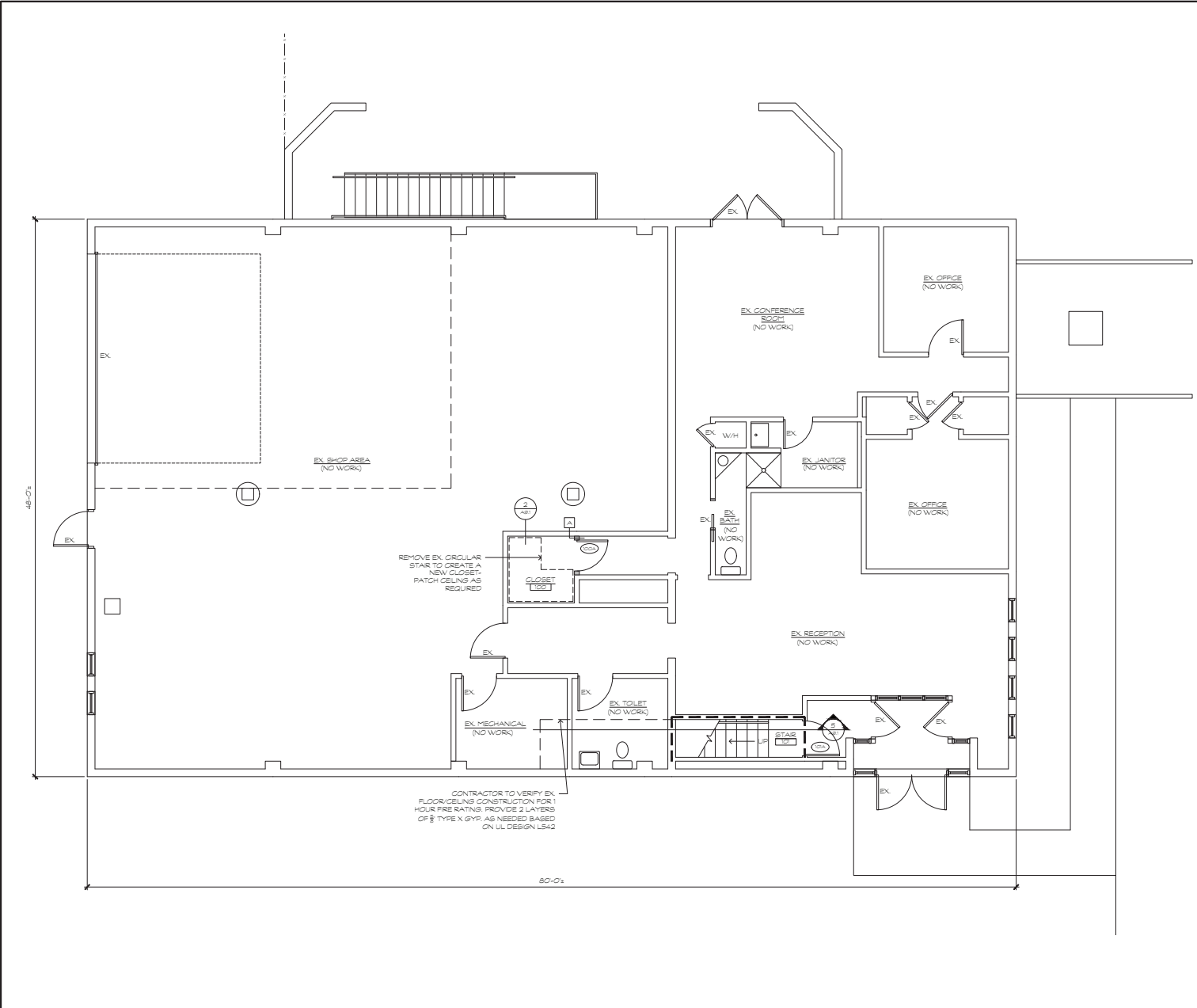
WITNESS:

**CONTRACTOR:  
DELMARVA VETERAN BUILDERS**

\_\_\_\_\_

\_\_\_\_\_  
By:  
Title:  
Date:

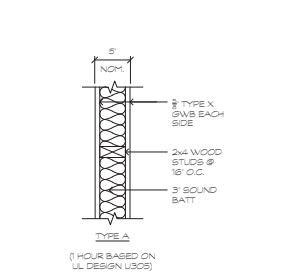
# ITEM 10



**LEGEND:**

- EXISTING WALL TO REMAIN
- NEW WALLS/INFILL - WALL TYPE A OR MATCH EXISTING
- EXISTING CONSTRUCTION TO BE REMOVED
- 60 MIN. WALL

**WALL TYPES:**  
1 1/2" ± 1-0"



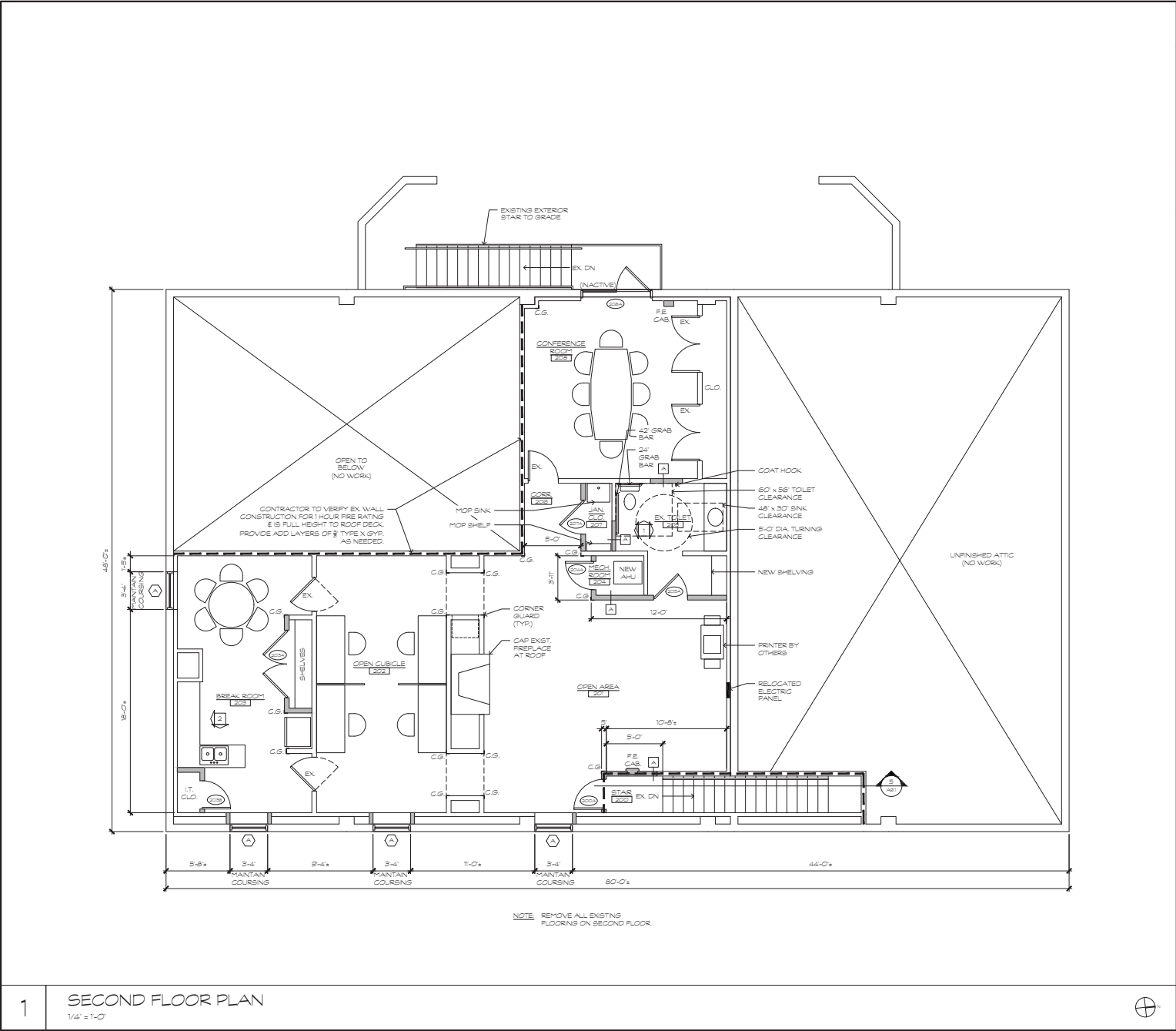
**NOTES:**

- FIRST FLOOR SPACES NOT VERIFIED. ONLY SHOWN FOR ILLUSTRATION ONLY TO SHOW EXTENT OF CIRCULAR STAR DEMOLITION. VERIFY ALL CONDITIONS IN FIELD PRIOR TO CONSTRUCTION.

1 FIRST FLOOR  
1/4" = 1'-0"

DATE	4/2/23	DESIGN	CHANGEREV	DATE	4/2/23
DESIGN	CHANGEREV	DESIGN	CHANGEREV	DATE	4/2/23
<b>GMB</b> GEORGE MILES & BIHR, LLC ARCHITECTS & ENGINEERS BALTIMORE • WASHINGTON • SAVANNAH					
RENOVATION OF: <b>WORCESTER COUNTY</b> <b>ROADS BUILDING</b> BERLIN, MARYLAND					
<b>FIRST FLOOR</b> <b>PLAN</b>					
SCALE	1/4" = 1'-0"	DESIGN BY	JTB	CHECKED BY	JTB
DRAWN BY	JTB	DATE	4/2/23		
A1.1					

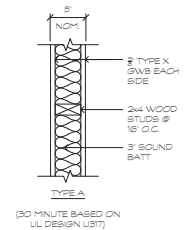
# ITEM 10



**LEGEND:**

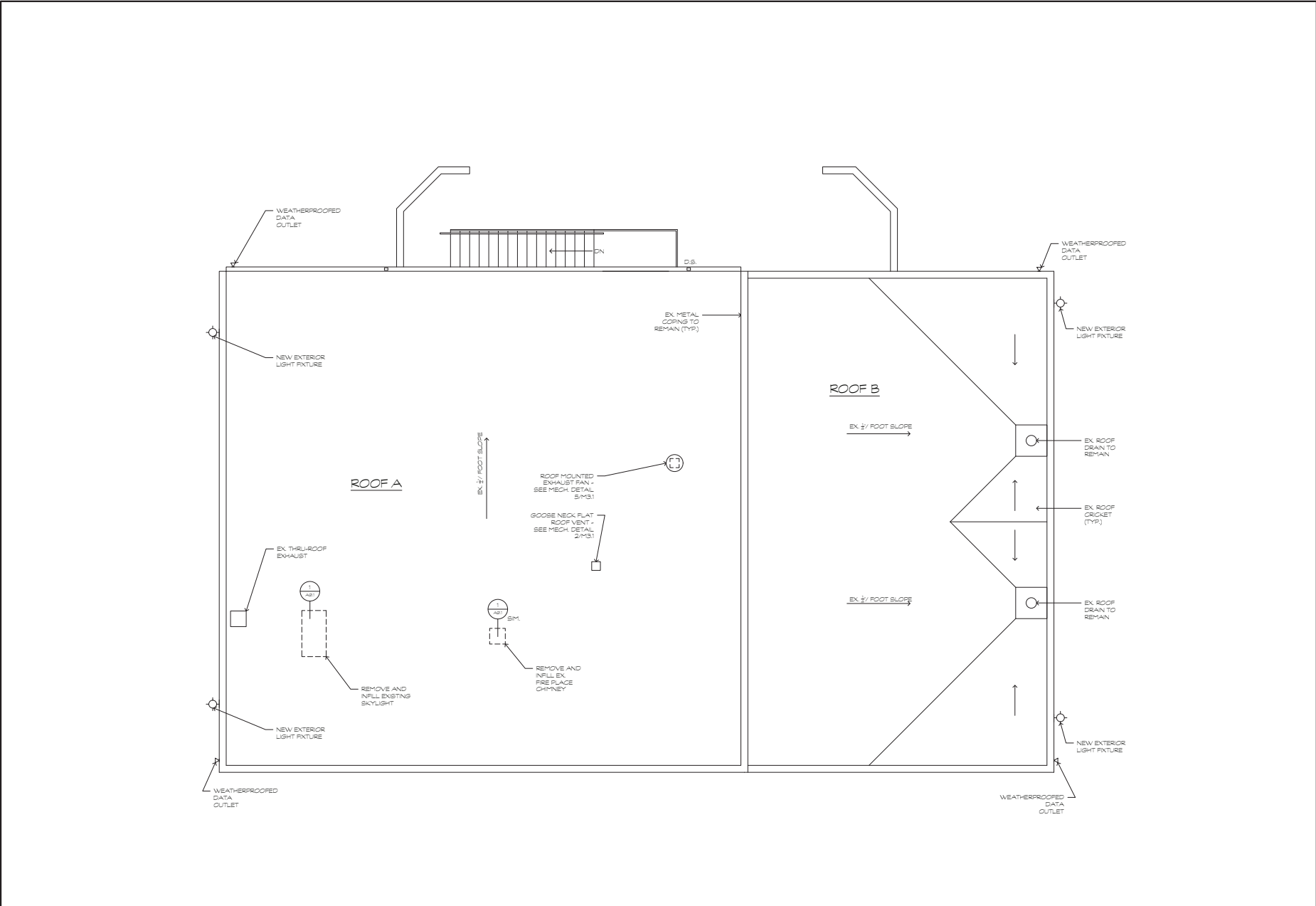
- EXISTING WALL TO REMAIN
- NEW WALLS/INFILL - WALL TYPE A OR MATCH EXISTING
- EXISTING CONSTRUCTION TO BE REMOVED
- 1 HOUR WALL

**WALL TYPES:**  
1 1/2" ± 1'-0"



<b>DATE</b>	4/2/22
<b>DESIGNER</b>	CHANCE/REVIEW
<b>DATE</b>	1/17/23
<b>DESIGNER</b>	CHANCE/REVIEW
<b>NO.</b>	1
<b>GMB</b> GEORGE MILES & BIHR, LLC ARCHITECTS & ENGINEERS BALTIMORE • MOUNTAIN VIEW • WASHINGTON	
RENOVATION OF: <b>WORCESTER COUNTY ROADS BUILDING</b> BERLIN, MARYLAND	
<b>SECOND FLOOR PLAN</b>	
<b>SCALE</b>	AS NOTED
<b>DESIGN BY</b>	J. L. B. W.
<b>DRAWN BY</b>	J. L. B. W.
<b>CHECKED BY</b>	J. M. H.
<b>GMB FILE</b>	1202241
<b>DATE</b>	1/17/23
<b>A1.2</b>	

**1 SECOND FLOOR PLAN**  
1/4" = 1'-0"



1 ROOF PLAN  
1/4" = 1'-0"

NO.	1
REVISION	
DATE	4/2/23
OWNER REVIEW	4/17/23
OWNER REVIEW	

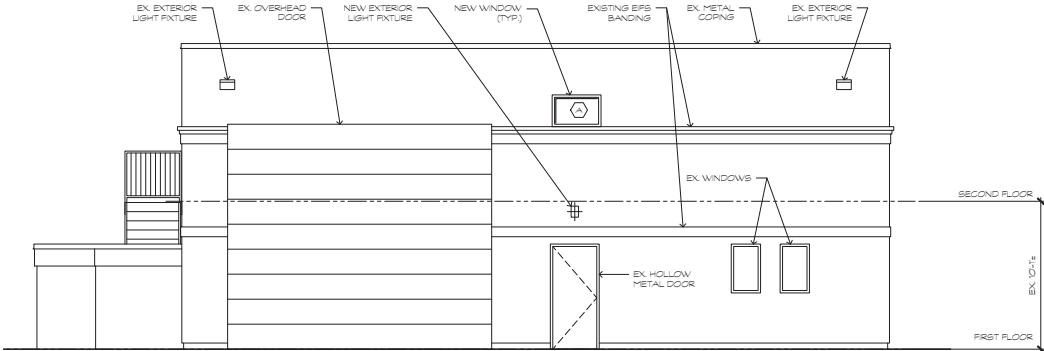
**GMB**  
 GEORGE MILES & BIHR, LLC  
 ARCHITECTS & ENGINEERS  
 SUDBURY • MIDDLEBURY • WASHINGTON  
 www.gmbinc.com

RENOVATION OF:  
 WORCESTER COUNTY  
 ROADS BUILDING  
 BERLIN, MARYLAND

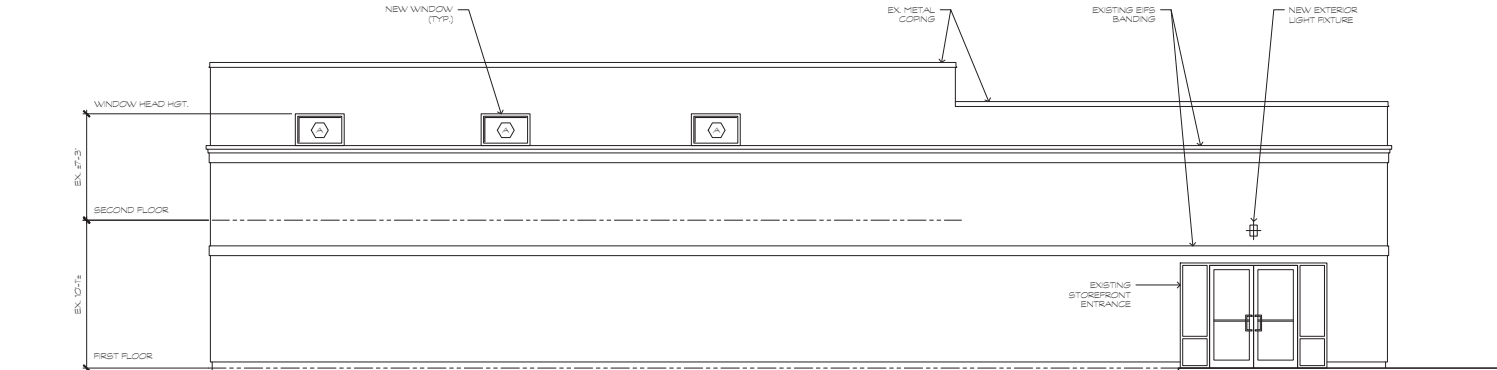
ROOF PLAN

SCALE	AS NOTED
DESIGN BY	J.L.B.W.
DRAWN BY	J.L.B.W.
CHECKED BY	J.L.B.W.
GMB FILE	100204
DATE	10-6-23

A1.3



SOUTH ELEVATION



EAST ELEVATION

1

ELEVATIONS  
1/4" = 1'-0"

DATE	4/12/22
DESIGNER	OWNER REVIEW
OWNER REVIEW	OWNER REVIEW
NO.	1

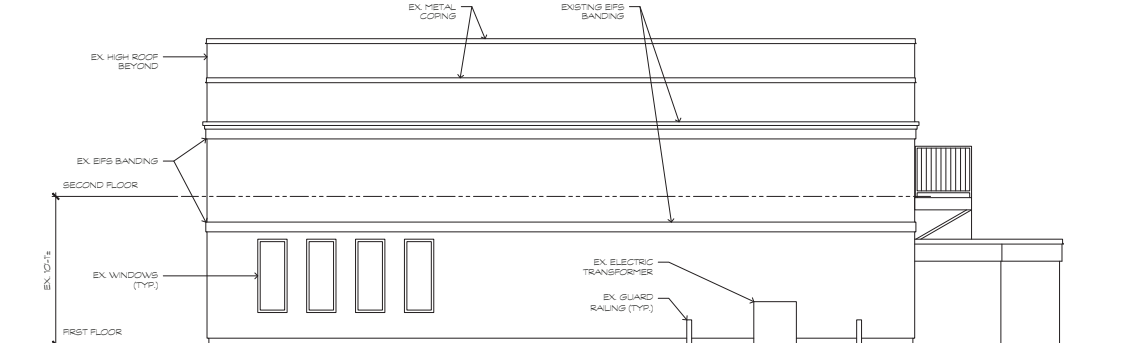
**GMB**  
 GEORGE MILES & BIHR, LLC  
 ARCHITECTS & ENGINEERS  
 SUDBURY • MIDDLEBURY • WASHINGTON

RENOVATION OF:  
 WORCESTER COUNTY  
 ROADS BUILDING  
 BERLIN, MARYLAND

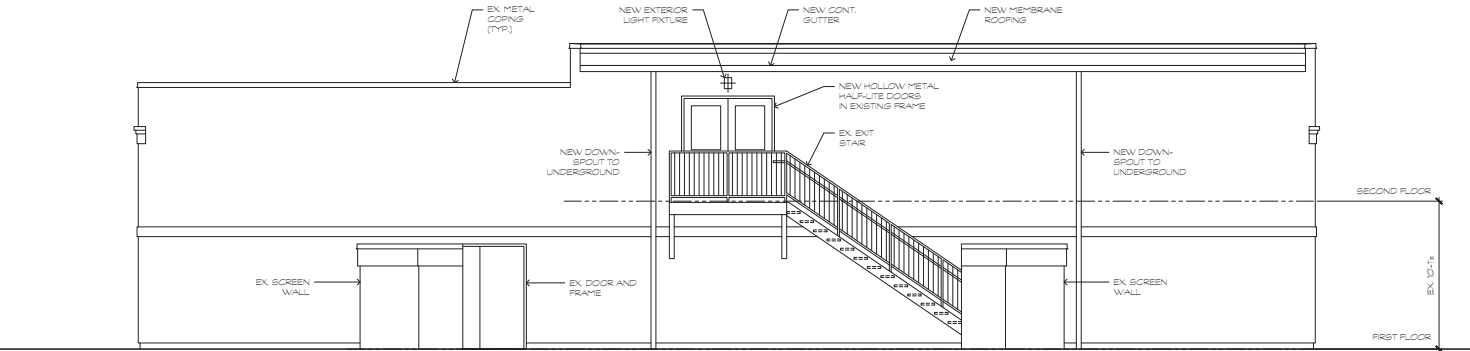
ELEVATIONS

SCALE	1/4" = 1'-0"
DESIGN BY	J.M.B.
DRAWN BY	J.M.B.
CHECKED BY	J.M.B.
GMB FILE	102201
DATE	10-6-21

A2.1



NORTH ELEVATION



WEST ELEVATION

1 ELEVATIONS  
1/4" = 1'-0"

DATE	4/2/22
DESIGN	OWNER REVIEW
NO.	1
DATE	4/2/22
DESIGN	OWNER REVIEW
NO.	1
 <b>GMB</b> GEORGE MILES & BIHR, LLC ARCHITECTS & ENGINEERS SAUBERTY • MULTNOMAH • SEASIDE www.gmbmd.com	
RENOVATION OF: <b>WORCESTER COUNTY          ROADS BUILDING</b> BERLIN, MARYLAND	
<b>ELEVATIONS</b>	
SCALE	1/4" = 1'-0"
DESIGN BY	J. M. BIHR
DRAWN BY	J. M. BIHR
CHECKED BY	J. M. BIHR
GMB FILE	1202201
DATE	4-2-22
<b>A2.2</b>	



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: July 18, 2023  
RE: Request to Bid – Fencing at the Pocomoke Roads Shop / Reallocate Funding

---

Attached for your review and approval are bid documents for the new fencing to be purchased and installed around the Roads Shop in Pocomoke. Once the Commissioners have had the opportunity to review these documents, it is requested that authorization be provided to solicit bids for these services.

Public Works is requesting Commissioner approval to reallocate the balance from the FY22 Assigned Funds “Roads Bldg Impr” Berlin Fence project in the amount of \$53,730.02 for installation of a fence at the Roads Division Pocomoke shop.

Currently, various upgrades have been completed at the Roads Pocomoke Shop making the building more secure, habitable, and functional since a crew is now operating from this shop on a daily basis. In order to make the facility more secure, as various pieces of equipment/vehicles are stored outside, we would like to install a perimeter fence using the balance from the FY22 Assigned Funds – Berlin Fence Project.

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:** Roads Shop Fence / Pocomoke Building

**DEPARTMENT:** Public Works – Roads Division

**VENDOR:**

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BID OPENING:**

**DATE:** \_\_\_\_\_

**TIME:** \_\_\_\_\_

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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 and installation of fencing to be located at the Worcester County Roads Department Shop located at 2152 Groton Road, Pocomoke City, MD 21851 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](mailto:nrice@co.worcester.md.us).
2. The last date to submit questions for clarification will be noon on .
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 compiled 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: **ROADS SHOP FENCE / POCOMOKE BUILDING** 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/](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: GENERAL CONDITIONS

### A. DRAWINGS AND SPECIFICATIONS

1. Should any detail be omitted from the drawings or specifications, or should any errors appear in either, it shall be the duty of the Successful Vendor to notify the County's designated construction inspector.
2. In no case shall the Successful Vendor proceed with the work without notifying and receiving definite instructions from the County. Work wrongly constructed without such notification shall be corrected by the Successful Vendor at his own cost.

### B. MATERIALS, SERVICES AND FACILITIES

1. It is understood that, except as otherwise specifically stated in the Bid Documents, the Successful Vendor will provide and pay for all materials, labor, tools, equipment, water, light, power and transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Work within the specified time.
2. Materials and equipment will be so stored as to insure the preservation of their quality and fitness for the Work. Stored materials and equipment to be incorporated in the Work will be located so as to facilitate prompt inspection.
3. Manufactured articles, materials, and equipment will be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.
4. Materials, supplies and equipment will be in accordance with samples submitted by the Successful Vendor and approved by the County.

### C. INSPECTION AND TESTING

1. All materials and equipment used in the construction of the Work will be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the Bid Documents.
2. The County or its representatives may, at any time, enter upon the work and the premises used by the Successful Vendor, and the Successful Vendor shall provide proper and safe facilities to secure convenient access to all parts of the work, and all other facilities necessary for inspection, as may be required.
3. The County will appoint such persons as deemed necessary to properly inspect the materials furnished or to be furnished, and the work done under the contract and to see that the same strictly corresponds with the drawings and specifications. All such materials and workmanship shall be subject to approval of the County. Approval or acceptance of payment shall not be misconstrued as approval of items or work not in conformance with specifications and drawings nor shall it prevent the rejection of said work or materials at any time thereafter during the

existence of the contract, should said work or materials be found to be defective, or not in accordance with the requirements of the contract.

4. Work and material will be inspected promptly, but if for any reason should a delay occur, the Successful Vendor shall have no claim for damages or extra compensation.
5. The Successful Vendor shall pay for all inspection costs necessary to complete the work which may be incurred to comply with the requirements of any agency other than the County, such as a railroad, public service utility company, or any other governmental agency or any other agency whose jurisdiction affects the work in any manner unless otherwise specified herein.

#### **D. APPROVAL OF SUBSTITUTION OF MATERIALS**

1. Samples of materials shall be submitted by the Successful Vendor for approval before such materials are ordered from the manufacturers or distributors and shall be approved by the County before actual work is begun.
2. It is the intention of these specifications to permit all vendors bidding on this work to secure the fullest amount of competition on the various materials and specialties names herein. Wherever a material or article is defined by describing a proprietary product or by using the name of a vendor or manufacturer, the term or approved equal shall be presumed to be implied unless otherwise stated.

#### **E. PROTECTION OF WORK, PROPERTY AND PERSONS**

1. Successful Vendor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions and programs in connection with the Work. Successful Vendor will take all necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to, all employees on the Work and other persons who may be affected thereby, all the Work and all materials or equipment to be incorporated therein, whether in storage on off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. Successful Vendor will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. Successful Vendor will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. Successful Vendor will notify owners of adjacent utilities when progress of the Work may affect them. The Successful Vendor will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by Successful Vendor, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them be liable.
3. In emergencies affecting the safety of persons or the Work or property at the site or adjacent thereto, the Successful Vendor, without special instruction or authorization from the County, will act to prevent threatened damage, injury or loss. Successful Vendor will give the County prompt Written Notice of any significant changes in the Work or deviations from the Bid Documents caused thereby, and a Change Order will thereupon be issued covering the changes and deviations involved.

#### **F. BARRICADES, DANGER, WARNING AND DETOUR SIGNS**

1. The Successful Vendor shall provide, erect and maintain all necessary barricades, sufficient red lights, flares, danger signals and signs, provide a sufficient number of watchmen and take all necessary precautions for the protection of the work and safety of the public.

## **G. LICENSES AND PERMITS**

1. The Successful Vendor shall have all necessary licenses required to do the work and give all notices and obtain and pay all necessary permits required by local laws and regulations for building.
2. State and Federal permits (if applicable) to undertake work have been obtained by the County and accompany these specifications.

## **H. SUPERVISION**

1. The Successful Vendor shall maintain, at all times during the progress of work, a competent and experienced supervisor who shall represent the Successful Vendor, and all directions given to him shall be binding. Important decisions regarding directions, if requested by the supervisor, shall be confirmed in writing.
2. Supervision by the County or its representative does not relieve the Successful Vendor of responsibility for defective work executed under the direct control of the Successful Vendor. Responsibility for defective work rests upon the Successful Vendor, whether discovered by the County prior to final payment or subsequent thereto.

## **I. CLEAN UP**

1. Upon completion of the items within a given location as specified and before monthly estimates will be paid, the construction area and all other areas occupied by the Successful Vendor during the construction of said Contract shall be cleaned of all surplus and discarded materials, bracing, forms, rubbish and temporary structures that were placed there by the Successful Vendor.
2. Disposal of the aforementioned shall be the responsibility of the Successful Vendor.

## **J. CHANGES IN WORK**

1. The County, without invalidating the contract, may order extra work or make changes by altering, adding or deducting from the work with the contract sum being adjusted accordingly.
2. All such work shall be executed under the conditions of the original contract, except that any claim for the extension of time caused thereby shall be adjusted at the time of ordering such change.
3. The value of any such extra work or change shall be determined in one or more of the following ways:
  - a. By estimate and acceptance of lump sum.
  - b. By unit prices named in the contract or subsequently agreed upon.

## **K. TIME FOR COMPLETION**

1. The Work contemplated under this Contract shall be considered as continuous and be completed within the timeframe(s) stated in Section IV of this Bid Document.
2. The Successful Vendor will be allowed to work eight hours per day, Monday through Friday, except for holidays, fifty-two weeks per year.
3. The Successful Vendor will not be permitted to work on holidays observed by Worcester County or the State of Maryland or on Sundays unless otherwise authorized in writing.
4. In case of an emergency which may require that work be done on Saturdays, Sundays, and Holidays, the Successful Vendor shall request permission of the County to do so. If, in the opinion of the County, the emergency is bonafide, permission may be granted to the Successful Vendor to work such hours as may be determined are necessary by the County. Also, if in the opinion of the County a bonafide emergency exists, the Successful Vendor may be directed to

work such hours as may be necessary whether or not the Successful Vendor requests permission to do so.

5. The Successful Vendor shall pay the County for all costs incurred for inspection services required for work permitted during holidays, weekends or in excess of eight hours per day.

**L. LIQUIDATED DAMAGES**

1. If the Successful Vendor shall fail to start and complete the project within the time frame stated above, the County shall assess liquidated damages in the amounts listed below per calendar day for each and every day the Successful Vendor fails to complete the contract.

<u>Amount of Contract</u>	<u>Liquidated Damages per Day</u>
Less than \$10,000	\$100.00
\$10,000 or less than \$100,000	\$250.00
\$100,000 or less than \$500,000	\$750.00
\$500,000 or more	\$1,000.00

Or will be based on actual cost to the County, whichever is greater.

2. The designated County project manager reserves the option to extend the scheduled completion date or waive the liquidated damages clause in its entirety if he is of the opinion that extenuating circumstances deemed such action appropriate.

**M. CORRECTION OF WORK**

1. The Successful Vendor will promptly remove from the premises all Work rejected by the County for failure to comply with the Bid Documents, whether incorporated in the construction or not, and the Successful Vendor will promptly replace and re-execute the Work in accordance with the Bid Documents and without expense to the County and will bear the expense of making good all Work of other Vendors destroyed or damaged by such removal or replacement.
2. All removal and replacement Work will be done at the Successful Vendor's expense. If the Successful Vendor does not act to remove such rejected Work within ten days after receipt of Written Notice, the County may remove such Work and store the materials at the expense of the Successful Vendor.

**N. CONSTRUCTION SAFETY AND HEALTH STANDARDS**

1. It is a condition of this contract, and shall be made a condition of each sub-contract entered into pursuant to this contract, that the Successful Vendor and any sub-contractor shall not require any laborer or mechanic employed in performance of the contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health or safety, as determined under construction safety and health standards (Title 29, Code of Federal Regulations, Part 1926, formerly Part 1518, as revised from time to time, promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standard Act.) (83 Stat. 96).
2. Failure of Worcester County to inform the Successful Vendor of safety violations will not release the Successful Vendor of his responsibilities.

**O. BID BOND**

1. Bid Documents must be accompanied by a Bid Bond if the Vendor's total Bid amount exceeds \$100,000, payable to the County for five percent of the total amount of the bid. After the analysis of the Bid Documents the County will return Bid Bonds to all Vendors except the three lowest

Responsive and Responsible Vendors. After execution of the Contract, and receipt, execution, and approval of the Successful Vendor's Payment and Performance bond, the Bid Bonds will be returned. A certified check may be used in lieu of a Bid Bond.

2. The County, at its discretion, may consider a Vendor in default if the Vendor fails to execute the Contract, in which the County will retain said Bid Bond.

**P. PERFORMANCE AND PAYMENT BONDS**

1. The Successful Vendor will be required to provide the County with a Performance Bond and Payment Bond if the total Contract amount exceeds \$100,000, each in the amount of one hundred percent of the Contract Price, with a corporate surety approved by the County for the faithful performance of the Contract.
2. The Successful Vendor will within fourteen calendar days after the receipt of the Contract furnish the County with a Performance Bond and Payment Bond in penal sums equal to the amount of the Contract Price, conditioned upon the performance by the Successful Vendor of all undertakings, covenants, terms, conditions and agreements of the Bid Documents, and upon the prompt payment by the Successful Vendor to all persons supplying labor and materials in the prosecution of the Work provided by the Bid Document. Such Bonds will be executed by the Successful Vendor and corporate bonding company licensed to transact such business in the state in which the Work is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Circular Number 570. The expense of these Bonds will be borne by the Successful Vendor. If at any time a surety on any such Bond is declared bankrupt or loses its right to do business in the State of Maryland or is removed from the list of surety companies accepted on federal bonds, Successful Vendor will within ten calendar days after notice from the County to do so, substitute an acceptable Bond(s) in such form and sum and signed by such other surety or sureties as may be satisfactory to the County.

**Q. GUARANTEE**

1. The Successful Vendor shall furnish the County with a one-year guarantee of workmanship and materials, dating from time of acceptance of the project and shall make good any defects which may occur during that period.
2. If any special guarantees in excess of the one-year period are specified by the manufacturer, these guarantees shall take precedence over the one-year period guarantee.
3. Upon completion of work, and before final payment or release of retainage, the Successful Vendor shall submit, and obtain from each subcontractor, material supplier and equipment manufacture general warranties and a notarized asbestos free guarantee.

**END OF SECTION**

**SECTION IV: BID SPECIFICATIONS**

**A. SCOPE**

1. The County is seeking bids from qualified Vendors to purchase and install fencing around the Roads shop building located at 2152 Groton Road, Pocomoke City, MD 21851 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. Furnish and install 1,570' of 6' tall commercial grade galvanized chain-link fence with barbed wire top that is 1' tall.
2. All fence posts are to be set in concrete.
3. 1 5/8" top rails
4. 2"- SS40 Line posts
5. 2 1/2"- SS40 end/corner posts
6. 12.5-gauge barbed wire
7. Install 2- 20' swing gates at entrance.
8. Optional Bid Item:
  - a. 40' rolling gate to be located at the entrance

**D. GENERAL REQUIREMENTS**

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

**E. ATTACHMENTS**

1. Aerial photo of fence location.

**F. PRE-BID CONFERENCE**

1. A pre-bid meeting will be held on site, 2152 Groton Road, Pocomoke City, MD 21851, on \_\_\_\_\_.

**G. PAYMENT**

1. The County will make payment(s) to the Successful Vendor within thirty (30) calendar days from the receipt of a proper invoice for approved and accepted work performed.

**H. QUESTIONS**

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

**I. 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 “ROADS SHOP FENCING” 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 the purchase and installation of fencing at the Roads division shop located in Pocomoke as stated in the Bid Specifications.	

**OPTIONAL ITEM**

ITEM	DESCRIPTION	EXTENDED PRICE
1	Provide and install a 40’ rolling gate to be located at the entrance	

Vendor agrees to have the Work completed within 30 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.

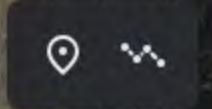
14. **Payments.** Payments to the Contractor under the Contract will be within 30 days of the County's receipt of a proper invoice from the Contractor. If an invoice remains unpaid 45 days after the invoice was received, interest will accrue at 6% per year.
15. **Records.** Contractor must maintain fiscal 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.



Outline in yellow totals 1,570' of chain link fence with barb wire at top.

Line in red is 3-20' swing gates (total of 40') with barb wire at the top.



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 Administrative Officer  
 From: Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*  
 Date: July 11, 2023  
 Subject: FY24 Lease of Compact Track Loader, Public Works Solid Waste Division

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Public Works Solid Waste Division is requesting Commissioner approval to lease a 2023 Caterpillar 299D3 XE Compact Track Loader with brush cutter at a finance price of \$155,972.92 at \$2,747.20 monthly for 60 months. The approved FY24 operating budget (heavy equipment account – 680.7002.7200.010) included \$33,600.00 (\$2,800.00/monthly). This Compact track loader with bush cutter will be an addition to the Solid Waste equipment fleet. This machine will be used to maintain the vegetation at Central Site Landfill and all three closed sites in Worcester County.

The quote for this compact track loader reflects the competitively bid Source well Contract #32119-Cat which is accompanied by a \$44,375.04 pricing discount. Terms of the lease include an optional \$2.00 buy-out at the end of the 60-month term, with a fixed interest rate of 6.99%. The lease includes an extended warranty for 60 months/2000 hours in field service. Attached is the finance proposal and quote from Caterpillar. If approval is granted, signature from an authorizing official of Worcester County is required on the financial proposal.

The compact track loader will have a wide variety of uses on the landfill and at the closed sites. This machine can cut grass and weeds, as well as move dirt and stone. We have an old grapple attachment and forks, that will allow us to move poles, wood and other materials on and around the landfill.

Please let me know if there are any questions.

Attachments

Cc: Nick Rice, Procurement Officer  
 Christopher Clasing, P.E., Deputy Director  
 David Candy, Solid Waste Superintendent

Finance Proposal

CUSTOMER

Name: WORCESTER COUNTY

Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_

Good if: \_\_\_\_\_  
 Acknowledged by \_\_\_\_\_ Aug-2-2023  
 Funded by \_\_\_\_\_ Aug-2-2023

CARTER MACHINERY COMPANY,  
 INCORPORATED  
 Sales person \_\_\_\_\_ Cronshaw B010, Jeff  
 Dealer contact \_\_\_\_\_ Megan Weber D100  
 Telephone \_\_\_\_\_

DEALER

Quote number \_\_\_\_\_ 4540763  
 Fax Number \_\_\_\_\_  
 Quote Date \_\_\_\_\_ 03-Jul-23  
 Quote Time \_\_\_\_\_ 03:13:41 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type \_\_\_\_\_ Governmental Lease \_\_\_\_\_ Quoted By \_\_\_\_\_ Megan Weber D100  
 Number of Payments \_\_\_\_\_ 60 Monthly \_\_\_\_\_ Report Created By \_\_\_\_\_ Megan Weber D100  
 Payments \_\_\_\_\_ in Arrears \_\_\_\_\_

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	299D3XE	500	1	138,272.92	138,772.92	See Amort. Schedule	1.00	6.9900%
New	BRX418	500	1	17,700.00	17,700.00	See Amort. Schedule	1.00	6.9900%
<b>Total</b>		<b>2</b>	<b>155,972.92</b>	<b>156,472.92</b>	<b>See Amort. Schedule</b>	<b>2.00</b>	<b>6.9900%</b>	

Special Conditions:  
 299D3XE

Serial Number - , Model Year - 2023, Industrial Environment;  
 Major Attachments-Air Conditioning, Cab, Rubber Tracks; Blades/Buckets/Rippers-Quick Coupler, General Purpose Bucket, BRX418 Brush Cutter;  
 Manual Configuration and Work Tools:

BRX418

Serial Number - , Model Year - 2023, Standard Environment;  
 Major Attachments-; Blades/Buckets/Rippers-;  
 Manual Configuration and Work Tools:

Payment Structure – Asset  
 60 Monthly payment(s) 2,747.20  
 1 Stub payment(s) 1.00  
 Payment Structure – Asset  
 60 Monthly payment(s) 350.38  
 1 Stub payment(s) 1.00

	Model	Insurance	Payment w/Insurance
New	299D3XE	213.51	Amort. Sch.
New	BRX418	27.32	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

**Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

**Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

**Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.



July 3, 2023

**WORCESTER COUNTY COMMISSIONERS C/O  
TREASURER'S OFFICE**  
Worcester County Solid Waste Division  
Newark, Maryland 21841

**Attention: DAVE CANDY**

**RE: Quote 188173-01**

Dear Dave,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration.  
Cat Model: 299D3XE D1 Skid Steer Loader with all standard equipment in addition to the additional specifications

**ID#** : 1017640      **SERIAL NUMBER** : TBD      **YEAR** : 2023      **HOURS** :

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
299D3 XE COMPACT TRACK LOADER	597-4544
<b>CAB PACKAGE, ULTRA</b>	588-9141
QUICK COUPLER, HYDRAULIC	589-8297
DOOR, CAB, POLYCARBONATE	586-1308
TRACK,RUBBER,450MM(17.7 IN)BAR	454-6079
PRODUCT LINK, CELLULAR PL641	573-8121
MOUNTING, FIRE EXTINGUISHER	563-7518
SEAT BELT, 2"	542-6994
HEATER, ENGINE COOLANT, 120V	345-3556
REAR LIGHTS	356-6082
FILM, SELF LEVEL, ANSI	435-9238
FILM, RIDE CONTROL, ANSI	422-3445
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-4284
SERIALIZED TECHNICAL MEDIA KIT	421-8926
COUNTERWEIGHT,MACHINE,EXTERNAL	345-5148
<b>DEBRIS MANAGEMENT PKG, (DM1)</b>	629-2275
<b>BUCKET-GP, 80", BOCE</b>	279-5377
<b>BRUSHCUTTER, BRX418, 4B FLAT</b>	610-2780

Sourcewell Contract #032119-CAT

# ITEM 12

MACHINE LIST PRICE	\$184,896.00
<b>SOURCEWELL CONTRACT 032119-CAT</b>	<b>(-\$44,375.04)</b>
MACHINE SELL PRICE	\$140,520.96
Additional Items not subject to discount	
DELIVERY & FREIGHT	\$1,552.00
WARRANTY	\$9,348.00
CSA	\$4,551.96
<b>NET BALANCE DUE</b>	<b>\$155,972.92</b>

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## WARRANTY/EXTENDED COVERAGE

Standard Warranty:	24 Months/2000 Hours
Extended Warranty:	60 Months/2000 Hours Premier Warranty with Travel Time & Mileage Included
CSA	Carter will perform in the field 500hr, 1000hr, 1500hr and 2000hr PM Filters & Service with travel time & mileage included

## F.O.B/TERMS : Customer Site

## PAYMENT TERMS

### Lease Terms

CASH WITH ORDER	BALANCE TO LEASE	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT
\$0.00	\$156,472.92	60(monthly)	\$3,097.58	6.99	\$2.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.

PLEASE NOTE: DUE TO MARKET VOLATILITY, RATES CANNOT BE GUARANTEED AT THIS TIME. ABOVE RATES REFLECT CURRENT RATES. QUOTED PRICE IS SPECIFIC TO THIS UNIT AND ITS PENDING AVAILABILITY. FUTURE UNITS QUOTED COULD ALSO BE SUBJECT TO FUTURE PRICE OR INTEREST RATE INCREASES.

Sincerely,

Jeff Cronshaw  
Sales Representative  
443-783-8248



Amortization Schedule

Quote Number  
Customer  
Model

4540763  
WORCESTER COUNTY  
Multiple Assets

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		156,472.92						
1	156,472.92	0.00	3,097.58	0.00	911.45	6.99%	2,186.13	154,286.79
2	154,286.79	0.00	3,097.58	0.00	898.72	6.99%	2,198.86	152,087.93
3	152,087.93	0.00	3,097.58	0.00	885.91	6.99%	2,211.67	149,876.26
4	149,876.26	0.00	3,097.58	0.00	873.02	6.99%	2,224.56	147,651.70
5	147,651.70	0.00	3,097.58	0.00	860.07	6.99%	2,237.51	145,414.19
6	145,414.19	0.00	3,097.58	0.00	847.03	6.99%	2,250.55	143,163.64
7	143,163.64	0.00	3,097.58	0.00	833.92	6.99%	2,263.66	140,899.98
<b>total</b>		156,472.92	21,683.06	0.00	6,110.12		15,572.94	
8	140,899.98	0.00	3,097.58	0.00	820.74	6.99%	2,276.84	138,623.14
9	138,623.14	0.00	3,097.58	0.00	807.47	6.99%	2,290.11	136,333.03
10	136,333.03	0.00	3,097.58	0.00	794.13	6.99%	2,303.45	134,029.58
11	134,029.58	0.00	3,097.58	0.00	780.72	6.99%	2,316.86	131,712.72
12	131,712.72	0.00	3,097.58	0.00	767.22	6.99%	2,330.36	129,382.36
13	129,382.36	0.00	3,097.58	0.00	753.65	6.99%	2,343.93	127,038.43
14	127,038.43	0.00	3,097.58	0.00	739.99	6.99%	2,357.59	124,680.84
15	124,680.84	0.00	3,097.58	0.00	726.26	6.99%	2,371.32	122,309.52
16	122,309.52	0.00	3,097.58	0.00	712.45	6.99%	2,385.13	119,924.39
17	119,924.39	0.00	3,097.58	0.00	698.55	6.99%	2,399.03	117,525.36
18	117,525.36	0.00	3,097.58	0.00	684.58	6.99%	2,413.00	115,112.36
19	115,112.36	0.00	3,097.58	0.00	670.52	6.99%	2,427.06	112,685.30
<b>total</b>		0.00	37,170.96	0.00	8,956.28		28,214.68	
20	112,685.30	0.00	3,097.58	0.00	656.39	6.99%	2,441.19	110,244.11
21	110,244.11	0.00	3,097.58	0.00	642.17	6.99%	2,455.41	107,788.70
22	107,788.70	0.00	3,097.58	0.00	627.86	6.99%	2,469.72	105,318.98
23	105,318.98	0.00	3,097.58	0.00	613.48	6.99%	2,484.10	102,834.88
24	102,834.88	0.00	3,097.58	0.00	599.01	6.99%	2,498.57	100,336.31
25	100,336.31	0.00	3,097.58	0.00	584.45	6.99%	2,513.13	97,823.18
26	97,823.18	0.00	3,097.58	0.00	569.81	6.99%	2,527.77	95,295.41
27	95,295.41	0.00	3,097.58	0.00	555.09	6.99%	2,542.49	92,752.92
28	92,752.92	0.00	3,097.58	0.00	540.28	6.99%	2,557.30	90,195.62
29	90,195.62	0.00	3,097.58	0.00	525.38	6.99%	2,572.20	87,623.42
30	87,623.42	0.00	3,097.58	0.00	510.40	6.99%	2,587.18	85,036.24
31	85,036.24	0.00	3,097.58	0.00	495.33	6.99%	2,602.25	82,433.99
<b>total</b>		0.00	37,170.96	0.00	6,919.65		30,251.31	
32	82,433.99	0.00	3,097.58	0.00	480.17	6.99%	2,617.41	79,816.58
33	79,816.58	0.00	3,097.58	0.00	464.93	6.99%	2,632.65	77,183.93
34	77,183.93	0.00	3,097.58	0.00	449.59	6.99%	2,647.99	74,535.94
35	74,535.94	0.00	3,097.58	0.00	434.17	6.99%	2,663.41	71,872.53
36	71,872.53	0.00	3,097.58	0.00	418.65	6.99%	2,678.93	69,193.60
37	69,193.60	0.00	3,097.58	0.00	403.05	6.99%	2,694.53	66,499.07
38	66,499.07	0.00	3,097.58	0.00	387.35	6.99%	2,710.23	63,788.84
39	63,788.84	0.00	3,097.58	0.00	371.56	6.99%	2,726.02	61,062.82
40	61,062.82	0.00	3,097.58	0.00	355.69	6.99%	2,741.89	58,320.93
41	58,320.93	0.00	3,097.58	0.00	339.71	6.99%	2,757.87	55,563.06
42	55,563.06	0.00	3,097.58	0.00	323.65	6.99%	2,773.93	52,789.13
43	52,789.13	0.00	3,097.58	0.00	307.49	6.99%	2,790.09	49,999.04
<b>total</b>		0.00	37,170.96	0.00	4,736.01		32,434.95	
44	49,999.04	0.00	3,097.58	0.00	291.24	6.99%	2,806.34	47,192.70

# ITEM 12

45	47,192.70	0.00	3,097.58	0.00	274.89	6.99%	2,822.69	44,370.01
46	44,370.01	0.00	3,097.58	0.00	258.45	6.99%	2,839.13	41,530.88
47	41,530.88	0.00	3,097.58	0.00	241.91	6.99%	2,855.67	38,675.21
48	38,675.21	0.00	3,097.58	0.00	225.28	6.99%	2,872.30	35,802.91
49	35,802.91	0.00	3,097.58	0.00	208.55	6.99%	2,889.03	32,913.88
50	32,913.88	0.00	3,097.58	0.00	191.72	6.99%	2,905.86	30,008.02
51	30,008.02	0.00	3,097.58	0.00	174.79	6.99%	2,922.79	27,085.23
52	27,085.23	0.00	3,097.58	0.00	157.77	6.99%	2,939.81	24,145.42
53	24,145.42	0.00	3,097.58	0.00	140.64	6.99%	2,956.94	21,188.48
54	21,188.48	0.00	3,097.58	0.00	123.42	6.99%	2,974.16	18,214.32
55	18,214.32	0.00	3,097.58	0.00	106.09	6.99%	2,991.49	15,222.83
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<b>total</b>		0.00	37,170.96	0.00	2,394.75		34,776.21	
56	15,222.83	0.00	3,097.58	0.00	88.67	6.99%	3,008.91	12,213.92
57	12,213.92	0.00	3,097.58	0.00	71.14	6.99%	3,026.44	9,187.48
58	9,187.48	0.00	3,097.58	0.00	53.51	6.99%	3,044.07	6,143.41
59	6,143.41	0.00	3,097.58	0.00	35.78	6.99%	3,061.80	3,081.61
60	3,081.61	0.00	3,099.58	0.00	17.95	6.99%	3,081.63	(0.02)
		-----	-----	-----	-----		-----	
<b>total</b>		0.00	15,489.90	0.00	267.05		15,222.85	
<b>total</b>		156,472.92	185,856.80	0.00	29,383.86		156,472.94	

Ending Balance not equal to early buy out amount.

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 Administrative Officer  
**FROM:** Dallas Baker, Jr., P.E., Director *Dallas Baker Jr*  
**DATE:** July 3, 2023  
**SUBJECT:** FY24 –Lease of Wheel Loader, Public Works Roads Division

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Public Works Roads Division is requesting Commissioner approval to lease a 2024 Caterpillar 926M Wheel Loader with a finance price of \$256,925.00 at \$4,111.56 monthly for 60 months. The approved FY24 operating budget (heavy equipment account - 100.1202.9010.070) included \$60,000 (\$5,000.00/monthly) for this lease purchase which represents \$10,661.28 in annual savings. The new loader is a replacement for the current 1973 loader which is obsolete due to its age.

The quote for this wheel loader reflects the competitively bid Sourcewell Contract 032119-CAT which is accompanied by a \$96,575.00 pricing discount. Terms of the lease include an optional \$69,760.00 buy-out at the end of the 60 months at a 6.99% fixed interest rate. The lease includes an extended warranty for 60 months/2500 hours and in field service. Attached is the finance proposal and quote from Caterpillar. If approval is granted, signature from an authorizing official of Worcester County is required on the financial proposal.

The lease of this wheel loader is vital in the daily operations within the Roads Division as it serves various aspects such as loading trucks, unloading freight, and assisting with storm and snow events.

Please let me know if there are any questions.

Attachments

cc: Nick Rice, Procurement Officer  
Christopher Clasing, P.E., Deputy Director  
Kevin Lynch, Roads Superintendent

Finance Proposal

CUSTOMER

Name: WORCESTER DPW

Address \_\_\_\_\_  
 City \_\_\_\_\_  
 State \_\_\_\_\_

Good if: \_\_\_\_\_  
 Acknowledged by \_\_\_\_\_ Aug-2-2023  
 Funded by \_\_\_\_\_ Aug-2-2023

CARTER MACHINERY COMPANY,  
 INCORPORATED

DEALER

Quote number 4554520  
 Fax Number \_\_\_\_\_  
 Quote Date 03-Jul-23  
 Quote Time 08:18:11 AM

Sales person Cronshaw B010, Jeff  
 Dealer contact Megan Weber D100  
 Telephone \_\_\_\_\_

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type Governmental Lease Quoted By Megan Weber D100  
 Number of Payments 60 Monthly Report Created By Megan Weber D100  
 Payments in Arrears

	Model	Ann. Hours	Qty	Sale Price	Amount Financed	Payment	Balloon	Fixed Rate
New	926M	500	1	256,425.00	256,925.00	See Amort. Schedule	69,760.00	6.9900%

Special Conditions:  
 926M

Serial Number - , Model Year - 2024, Standard Environment;  
 Major Attachments-Air Conditioning, Cab, Ride Control, Tires, 4x4; Blades/Buckets/Rippers-Pallet Forks 48" with Carriage, Quick Coupler, General Purpose Bucket;  
 Manual Configuration and Work Tools:

Payment Structure – Asset  
 60 Monthly payment(s) 4,111.56  
 1 Stub payment(s) 69,760.00

	Model	Insurance	Payment w/Insurance
New	926M	286.26	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

- Insurance:** The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.
- Taxes:** All taxes are the responsibility of the customer and may or may not be included in the above payment amount.
- Equipment:** The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.
- Approval:** This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation  
 2120 West End Avenue, Nashville, TN 37203  
 (615)-341-1000



July 3, 2023

**WORCESTER COUNTY DPW**

5764 Worcester Hwy  
Snow Hill, Maryland 21863

**Attention: KEVIN LYNCH**

**RE: Quote 189225-02**

Dear Kevin,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration.  
Cat Model: 926M Wheel Loaders with all standard equipment in addition to the additional specifications

**ID#** : TBD      **SERIAL NUMBER** : TBD      **YEAR** : 2024      **HOURS** :

**MACHINE SPECIFICATIONS**

<b>Description</b>	<b>Reference No</b>
926M WHEEL LOADER	541-2670
LANE 2 ORDER	0P-9002
PREP PACK, UNITED STATES	430-2943
HYDRAULICS, 3V, CPLR READY, SL	541-3073
HYDRAULICS, STANDARD, SL	536-5281
<b>LIGHTS, AUX, LED, PREMIUM</b>	559-0844
LIGHTS, ROADING, LED, RH	541-3067
STEERING, STANDARD	430-2996
<b>DIFFERENTIAL,LIMITED SLIP REAR</b>	333-6527
ENVIRONMENT, STANDARD	536-5320
WEATHER, COLD START 120V	525-5964
CAB, DELUXE	549-0451
ENGINE	527-0422
SEAT, DELUXE	563-5967
STANDARD RADIO (12V)	372-1868
PRODUCT LINK, CELLULAR PL641	565-0908
TIRES, 20.5R25 MX XTLA * L2	366-6896
FENDERS, STANDARD	366-8148
CTWT, STANDARD, 763LBS, 2 PCS	348-2579
TOOLBOX AUX, NONE	519-8081
HYDRAULIC OIL, STANDARD	619-8443
SERIALIZED TECHNICAL MEDIA KIT	421-8926
LINES, AUX 3RD, STD LIFT	530-1623
RIDE CONTROL	430-2859
WARNING, BEACON, LED STROBE	333-1425
GUARD, POWERTRAIN, LOWER	349-8165
GUARD, CRANKCASE	349-8163
GUARD, POWERTRAIN, SIDE	425-1425
QUICK COUPLER, FUSION	536-5313

# ITEM 12A

Description	Reference No
JUMPER LINES, AUX 3RD, FUSION	445-4725
CARRIAGE, PAL C3/4, 62", FUS	532-8222
FORK TINE, 2.25" X 6" X 60"	371-2360
BUCKET-GP, 3.0 YD3, FUS, BOCE	360-3323
SNOW PLOW, 12', FUS	479-8108
CARTER BCP FILTER KITS ONLY THRU 3000 HRS(CMPMK3K)	

LIST MACHINE PRICE	\$337,906.00
<b>SOURCEWELL DISCOUNT CONTRACT 032119-CAT</b>	<b><u>(-\$96,575.00)</u></b>
MACHINE SELL PRICE	\$241,331.00
Additional items not subject to Sourcewell Discount	
DELIVERY AND FREIGHT	\$2,874.00
EXT WARRANTY (see below)	\$9,323.00
CSA (see below)	<u>\$2,897.00</u>
<b>TOTAL BALANCE DUE</b>	<b>\$256,425.00</b>

## WARRANTY/EXTENDED COVERAGE

Standard Warranty:	12 Months/Unlimited Hours
Extended Warranty:	<b>60 Months/2500 Hours Powertrain+ Hydraulic + Tech Warranty with Travel Time &amp; Mileage Included</b>
CSA	Carter will perform in the field 500hr and 1000hr PM Filters & Service with travel time & mileage included. Carter will then provide Filter Kits only up to 3000hr to customer

## F.O.B./TERMS : Customer Site

## PAYMENT TERMS

### Lease Terms

CASH WITH ORDER	BALANCE TO LEASE	TERM	MONTHLY PAYMENT	RATE	OPTIONAL BUY-OUT
\$0.00	\$256,925.00	60(monthly)	\$4,111.56	6.99	\$69,760.00

The above lease is based on the following:

- Taxes are extra on the monthly payments and the buy-out
- If the machine is not purchased at the end, then it must be returned in average condition with normal wear-and-tear
- The customer is responsible for all maintenance and repairs on the machine using genuine Cat parts only
- Tires, undercarriage, and all ground engaging tools (i.e. teeth, cutting edges) must be at 50% remaining, minimum, if the unit is not purchased at the end of the lease
- The above is subject to approval by Caterpillar Finance

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.

PLEASE NOTE: DUE TO MARKET VOLATILITY, RATES CANNOT BE GUARANTEED AT THIS TIME. ABOVE RATES REFLECT CURRENT RATES. QUOTED PRICE IS SPECIFIC TO THIS UNIT AND ITS PENDING AVAILABILITY. FUTURE UNITS QUOTED COULD ALSO BE SUBJECT TO FUTURE PRICE OR INTEREST RATE INCREASES.

Sincerely,

Jeff Cronshaw  
Sales Representative  
443-783-8248

Amortization Schedule

Quote Number	4554520
Customer	WORCESTER DPW
Model	926M Small Wheel Loader
Serial Number	

Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		256,925.00						
1	256,925.00	0.00	4,111.56	0.00	1,496.59	6.99%	2,614.97	254,310.03
2	254,310.03	0.00	4,111.56	0.00	1,481.36	6.99%	2,630.20	251,679.83
3	251,679.83	0.00	4,111.56	0.00	1,466.03	6.99%	2,645.53	249,034.30
4	249,034.30	0.00	4,111.56	0.00	1,450.62	6.99%	2,660.94	246,373.36
5	246,373.36	0.00	4,111.56	0.00	1,435.12	6.99%	2,676.44	243,696.92
6	243,696.92	0.00	4,111.56	0.00	1,419.53	6.99%	2,692.03	241,004.89
<b>total</b>		256,925.00	24,669.36	0.00	8,749.25		15,920.11	
7	241,004.89	0.00	4,111.56	0.00	1,403.85	6.99%	2,707.71	238,297.18
8	238,297.18	0.00	4,111.56	0.00	1,388.08	6.99%	2,723.48	235,573.70
9	235,573.70	0.00	4,111.56	0.00	1,372.22	6.99%	2,739.34	232,834.36
10	232,834.36	0.00	4,111.56	0.00	1,356.26	6.99%	2,755.30	230,079.06
11	230,079.06	0.00	4,111.56	0.00	1,340.21	6.99%	2,771.35	227,307.71
12	227,307.71	0.00	4,111.56	0.00	1,324.07	6.99%	2,787.49	224,520.22
13	224,520.22	0.00	4,111.56	0.00	1,307.83	6.99%	2,803.73	221,716.49
14	221,716.49	0.00	4,111.56	0.00	1,291.50	6.99%	2,820.06	218,896.43
15	218,896.43	0.00	4,111.56	0.00	1,275.07	6.99%	2,836.49	216,059.94
16	216,059.94	0.00	4,111.56	0.00	1,258.55	6.99%	2,853.01	213,206.93
17	213,206.93	0.00	4,111.56	0.00	1,241.93	6.99%	2,869.63	210,337.30
18	210,337.30	0.00	4,111.56	0.00	1,225.21	6.99%	2,886.35	207,450.95
<b>total</b>		0.00	49,338.72	0.00	15,784.78		33,553.94	
19	207,450.95	0.00	4,111.56	0.00	1,208.40	6.99%	2,903.16	204,547.79
20	204,547.79	0.00	4,111.56	0.00	1,191.49	6.99%	2,920.07	201,627.72
21	201,627.72	0.00	4,111.56	0.00	1,174.48	6.99%	2,937.08	198,690.64
22	198,690.64	0.00	4,111.56	0.00	1,157.37	6.99%	2,954.19	195,736.45
23	195,736.45	0.00	4,111.56	0.00	1,140.16	6.99%	2,971.40	192,765.05
24	192,765.05	0.00	4,111.56	0.00	1,122.86	6.99%	2,988.70	189,776.35
25	189,776.35	0.00	4,111.56	0.00	1,105.45	6.99%	3,006.11	186,770.24
26	186,770.24	0.00	4,111.56	0.00	1,087.94	6.99%	3,023.62	183,746.62
27	183,746.62	0.00	4,111.56	0.00	1,070.32	6.99%	3,041.24	180,705.38
28	180,705.38	0.00	4,111.56	0.00	1,052.61	6.99%	3,058.95	177,646.43
29	177,646.43	0.00	4,111.56	0.00	1,034.79	6.99%	3,076.77	174,569.66
30	174,569.66	0.00	4,111.56	0.00	1,016.87	6.99%	3,094.69	171,474.97
<b>total</b>		0.00	49,338.72	0.00	13,362.74		35,975.98	
31	171,474.97	0.00	4,111.56	0.00	998.84	6.99%	3,112.72	168,362.25
32	168,362.25	0.00	4,111.56	0.00	980.71	6.99%	3,130.85	165,231.40
33	165,231.40	0.00	4,111.56	0.00	962.47	6.99%	3,149.09	162,082.31
34	162,082.31	0.00	4,111.56	0.00	944.13	6.99%	3,167.43	158,914.88
35	158,914.88	0.00	4,111.56	0.00	925.68	6.99%	3,185.88	155,729.00
36	155,729.00	0.00	4,111.56	0.00	907.12	6.99%	3,204.44	152,524.56
37	152,524.56	0.00	4,111.56	0.00	888.46	6.99%	3,223.10	149,301.46
38	149,301.46	0.00	4,111.56	0.00	869.68	6.99%	3,241.88	146,059.58
39	146,059.58	0.00	4,111.56	0.00	850.80	6.99%	3,260.76	142,798.82
40	142,798.82	0.00	4,111.56	0.00	831.80	6.99%	3,279.76	139,519.06
41	139,519.06	0.00	4,111.56	0.00	812.70	6.99%	3,298.86	136,220.20
42	136,220.20	0.00	4,111.56	0.00	793.48	6.99%	3,318.08	132,902.12
<b>total</b>		0.00	49,338.72	0.00	10,765.87		38,572.85	
43	132,902.12	0.00	4,111.56	0.00	774.15	6.99%	3,337.41	129,564.71

# ITEM 12A

44	129,564.71	0.00	4,111.56	0.00	754.71	6.99%	3,356.85	126,207.86
45	126,207.86	0.00	4,111.56	0.00	735.16	6.99%	3,376.40	122,831.46
46	122,831.46	0.00	4,111.56	0.00	715.49	6.99%	3,396.07	119,435.39
47	119,435.39	0.00	4,111.56	0.00	695.71	6.99%	3,415.85	116,019.54
48	116,019.54	0.00	4,111.56	0.00	675.81	6.99%	3,435.75	112,583.79
49	112,583.79	0.00	4,111.56	0.00	655.80	6.99%	3,455.76	109,128.03
50	109,128.03	0.00	4,111.56	0.00	635.67	6.99%	3,475.89	105,652.14
51	105,652.14	0.00	4,111.56	0.00	615.42	6.99%	3,496.14	102,156.00
52	102,156.00	0.00	4,111.56	0.00	595.06	6.99%	3,516.50	98,639.50
53	98,639.50	0.00	4,111.56	0.00	574.57	6.99%	3,536.99	95,102.51
54	95,102.51	0.00	4,111.56	0.00	553.97	6.99%	3,557.59	91,544.92
		-----	-----	-----	-----		-----	
<b>total</b>		0.00	49,338.72	0.00	7,981.52		41,357.20	
55	91,544.92	0.00	4,111.56	0.00	533.25	6.99%	3,578.31	87,966.61
56	87,966.61	0.00	4,111.56	0.00	512.41	6.99%	3,599.15	84,367.46
57	84,367.46	0.00	4,111.56	0.00	491.44	6.99%	3,620.12	80,747.34
58	80,747.34	0.00	4,111.56	0.00	470.35	6.99%	3,641.21	77,106.13
59	77,106.13	0.00	4,111.56	0.00	449.14	6.99%	3,662.42	73,443.71
60	73,443.71	0.00	73,871.56	0.00	427.81	6.99%	73,443.75	(0.04)
		-----	-----	-----	-----		-----	
<b>total</b>		0.00	94,429.36	0.00	2,884.40		91,544.96	
<b>total</b>	256,925.00		316,453.60	0.00	59,528.56		256,925.04	

Ending Balance not equal to early buy out amount.





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: July 18, 2023  
RE: Request to Temporarily Modify the County's Vehicle Buying Procedures

---

Public Works along with the Procurement Officer is requesting approval to modify the method(s) used to purchase vehicles for FY24. The current process requires approval from commissioners for each individual purchase. There have been many ongoing problems with ordering fleet vehicles including availability, manufacturing delays and manufacturing pricing which has deterred vendors from providing bids. At this time, we do not see this changing in the near future. Below is a brief overview and an update on the order status of FY22 and FY23 vehicles that were approved.

This will be a pilot program for FY24. State contract pricing will be used where practical and off the lot purchases will be made when the vehicle is not able to be purchased off of contract. The FY24 budgeted amount for vehicles will not be exceeded without prior commissioner approval. Please see the attached list of vehicles that were approved in the FY24 budget and their budgeted amounts.

The approved FY22 vehicle order has two vehicles not yet fulfilled. Both vehicles are Ford fleet ordered vehicles. These include one Ford F250 for Solid Waste, and one Ford transit small van for the Library. The vehicles have been on order since November 2021. The vehicles have not yet been canceled in the Ford building process, but have not been built.

The approved FY23 vehicle order has also experienced building issues through the fleet orders. One bid was received from Hertrich fleet. The order was placed in January 2023. The Chevrolet vehicles for the Sheriff's Office are currently being built. All Ford products that have been ordered have not been built. All vehicles were ordered under fleet vehicle services and contracts.

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

Worcester County  
 Vehicle Request Form  
 FY 2024

Department/Agency Name: State's Attorney  
 Department No. 100.1004

#	New key ( N ) or Replacement key ( R )	VEHICLE TO BE REPLACED							VEHICLE APPROVED FY24				
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Tag #	Actual Odometer Reading Jan. 2023	Estimated Odometer Reading 6/30/2023	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1.	Replacement	1GNSK204CR188598	2012	Chevrolet	Tahoe	1AP6477	196829	206,829	\$1,500	Tahoe	SUV	\$43,000	special investigator
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
<b>Total this page</b>									<b>\$1,500</b>			<b>\$43,000</b>	
<b>Notes:</b>													

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

**Worcester County  
Vehicle Request Form  
FY 2024**

Department/Agency Name: Sheriff  
 Department No. 100.1101

#	New key ( N ) or Replacement key ( R )	VEHICLE TO BE REPLACED							VEHICLES APPROVED FY24			
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Actual Odometer Reading Dec 1 2022	Estimated Odometer Reading 1/1/2024	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1	R	1GNFK03069R165857	2009	CHEV	Tahoe 4WD	208,650	228,650	\$5,000	Tahoe 4WD	PPV 4WD	\$51,000	Patrol
2	R	1GNLC2E05DR314017	2013	CHEV	Tahoe 2WD	236,910	256,910	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol
3	R	1GNLC2E02DR217812	2013	CHEV	Tahoe 2WD	227,898	251,898	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol
4	R	1GNLC2E06DR313975	2013	CHEV	Tahoe 2WD	222,787	246,787	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol
5	R	1GNLC2E09DR313890	2013	CHEV	Tahoe 2WD	208,366	232,366	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol
6	R	1GNLC2E03CR169140	2012	CHEV	Tahoe 2WD	228,880	248,880	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol
7	R	1GNLC2E05CR169138	2012	Chev	Tahoe 2WD	242,850	262,850	\$5,000	Tahoe 2WD	PPV 2WD	\$46,000	Patrol K9
8	R	1FMJU1GT7HEA49043	2017	Ford	Expedition	176,416	206,416	\$4,000	Suburban 4WD	Full Size	\$59,000	Transport
16	New								ARV		\$324,000	
<b>Total this page</b>								<b>\$39,000</b>			<b>\$710,000</b>	

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

**Worcester County  
Vehicle Request Form  
FY 2024**

Department/Agency Name: DPW - Maintenance Division  
 Department No. 100.1201

#	New key ( N ) or Replacement key ( R )	VEHICLE TO BE REPLACED						VEHICLES APPROVED FY24				
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Actual Odometer Reading Jan. 2023	Estimated Odometer Reading 6/30/2023	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1.	R	1K9FS1010PD057571	1993	Kruger	Trailer			\$1,000	Trailer	7x14	\$9,750	Transporting Landscaping and Grounds Keeping Equipment
2.	R	5B5LT12123H000539	2003	Premier	Trailer			\$1,000	Trailer	7x14	\$9,750	Transporting Landscaping and Grounds Keeping Equipment
4.												
5.												
6.												
7.												
8.												
9.												
10.												
<b>Total this page</b>								<b>\$2,000</b>			<b>\$19,500</b>	
<b>Notes:</b>												

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

Worcester County  
 Vehicle Request Form  
 FY 2024

Department/Agency Name: DPW - Roads Division  
 Department No. 100.1202

#	New key (N) or Replacement key (R)	VEHICLE TO BE REPLACED							VEHICLES APPROVED FY24				
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Tag #	Actual Odometer Reading Jan. 2023	Estimated Odometer Reading 6/30/2023	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1	R (#130)	1FDYF80EXVVA08902	1997	Ford	F800 Dump Truck	LG-46470	215,598	216,000	\$3,386	4x4 - 4 door diesel pick-up w/dump body	F550 Diesel Pick-Up 4 door w/dump body	\$120,000	Various road maintenance services and snow removal
2	R (#121)	3HTWAAARX7N505168	2007	International	7300 Dump Truck	LG-05274	212,552	214,000	\$3,124	Dump Truck	6 Wheel Dump Truck w/10' stainless steel dump body	\$250,000	Various road maintenance services and snow removal
3	R (#115)	1FTZF17231NA38426	2001	Ford	F150 2WD Pick-Up	LG-60110	209,726	210,000	\$431	4x4 - 4 door gas pick-up	F250 Gas Pick-Up - 4 door	\$60,000	Various road maintenance services and snow removal
4													
5													
6													
7													
8													
9													
10													
<b>Total this page</b>									<b>\$6,941</b>			<b>\$430,000</b>	

Notes:

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

**Worcester County  
Vehicle Request Form  
FY 2024**

Department/Agency Name: DPW - Mosquito Control  
 Department No. 100.1302

#	New key ( N ) or Replacement key ( R )	VEHICLE TO BE REPLACED							VEHICLES APPROVED FY24			
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Actual Odometer Reading Jan. 2023	Estimated Odometer Reading 6/30/2023	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1.	R	1GCEC14X362111849	2006	Chevrolet	1500 Pickup	109,218	119,218	\$2,000	4x2 Pickup Truck with Extended Cab	Compact, Extended Cab Pickup	\$32,250	Mosquito Control Larvicide Applications, Surveillance and Monitoring
2.												
3.												
4.												
5.												
6.												
7.												
8.												
9.												
10.												
<b>Total this page</b>								<b>\$2,000</b>			<b>\$32,250</b>	

Notes:

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

**Worcester County  
Vehicle Request Form  
FY 2024**

Department/Agency Name: Parks Department  
 Department No. 100.1602

#	New key ( N ) or Replacement key ( R )	VEHICLE TO BE REPLACED							VEHICLES APPROVED FY24			
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Actual Odometer Reading Jan. 2023	Estimated Odometer Reading 6/30/2023	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1.	R	1GCCS146258230448	2005	Chevrolet	Colorado	115,000	120,000	\$2,000	Chevy	Compact Pickup	\$42,000	Transportation to and from Parks.
2.												
3.												
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5.												
6.												
7.												
8.												
<b>Total this page</b>								<b>\$2,000</b>			<b>\$42,000</b>	

Notes:

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles

Worcester County  
 Vehicle Request Form  
 FY 2024

Department/Agency Name: Solid Waste  
 Department No. 680

#	New key (N) or Replacement key (R)	VEHICLE TO BE REPLACED							VEHICLE APPROVED				
		Serial Number	Model Year	Make of Vehicle	Model of Vehicle	Tag #	Actual Odometer Reading Jan. 2022	Estimated Odometer Reading 6/30/2022	Estimated Annual Maintenance & Repair	Vehicle Replacement Type	Vehicle Replacement Size	Estimated Vehicle Purchase Price *	Proposed Use
1.	N									Utility Truck	F450	\$150,000	Vehicle for Utility Mechanic
2.													
3.													
4.													
5.													
6.													
7.													
8.													
9.													
10.													
<b>Total this page</b>									\$0			\$150,000	

Notes:

\* Please key total request from this page to account 9010.010, Capital Equipment New Vehicles





Worcester County Administration

One West Market St. Room 1103 | Snow Hill MD 21863 | (410) 632-1194 | [www.co.worcester.md.us](http://www.co.worcester.md.us)

To: Commissioners

From: Weston Young

Date: July 10, 2023

RE: Lions Club Property

The State has approved funding the purchase of 12 acres of the Lions Club property with Program Open Space funds.

Attached for final approval is a contract executed by the Lions Club for a purchase price of \$1,243,000, which is the average appraised value (\$1,355,000) less rent paid since 2021 (\$112,000).



Wes Moore, Governor  
Aruna Miller, Lt. Governor  
Josh Kurtz, Secretary  
David Goshorn, Deputy Secretary

June 29, 2023

**Via Electronic Delivery to**

Kelly Rados  
Director  
Recreation and Parks  
Worcester County  
6030 Public Landing Road  
Snow Hill, MD 21863  
[krados@co.worcester.md.us](mailto:krados@co.worcester.md.us)

Re: POS 7558-23-274, Northern Worcester Athletic Complex Lions Club Acquisition  
Worcester County

Dear Ms. Rados,

It gives me great pleasure to inform you that the Board of Public Works has approved your request for Program Open Space funds regarding the above referenced project(s). A copy of the agenda item(s) is attached for your reference.

You may proceed with this project at your earliest opportunity. When the project commences, please have your staff contact the Program Open Space program administrator with whom they have been working so that arrangements can be made to coordinate reimbursement.

Thank you for your interest in improving the quality of our parks and recreation for the citizens of Maryland. It is a pleasure to be able to provide these funds and to assist you with this important project. If I may be of further assistance on this or any other Program Open Space matter, please do not hesitate to contact me at 443-534-8255.

Sincerely,

A handwritten signature in black ink that reads "CR Lhotsky".

Carrie R. Lhotsky  
Grants and Stewardship Manager  
[carrie.lhotsky@maryland.gov](mailto:carrie.lhotsky@maryland.gov)

Attachments

cc: Michael McQuarrie, Program Administrator [michael.mcquarrie@maryland.gov](mailto:michael.mcquarrie@maryland.gov)

## CONTRACT OF SALE

**This Contract of Sale**, dated \_\_\_\_\_, is between Lions Den, Inc. (“Seller”) and the County Commissioners of Worcester County, Maryland (“Buyer”).

The parties agree as follows:

1. **Property Description.** Seller agrees to sell and Buyer agrees to purchase, all that property, including all fixtures in or on it, described as follows:
  - ±12 acres to be subdivided from 9039 Worcester Highway, Berlin, Maryland depicted in a survey attached as Exhibit A (“Property”).
2. **Purchase Price and Payment.** The total purchase price shall be \$1,243,000 and be paid at settlement.
3. **Study Period.** Seller grants Buyer a 180-day Study Period from the date of the full execution of this contract to conduct due diligence to determine the Property’s suitability for Buyer’s use. If Buyer chooses not to proceed to settlement for any reason, Buyer must notify Seller in writing before the expiration of the Study Period and this Contract will be terminated.
4. **Settlement.** Settlement will be held upon successful satisfaction of the contingencies below.
5. **Possession.** Possession shall be given upon completion of settlement. The Property shall be available for inspection by Buyer, including to conduct a survey or other items, upon signing and until settlement.
6. **Title.**
  - a. Title shall be good and merchantable, free of liens and encumbrances, and insurable at normal rates, except as may be specified herein, any use or occupancy restrictions of public record which are generally applicable to properties in the immediate area, and any publicly recorded easements for public utilities.
  - b. Title shall be conveyed by Deed containing covenants of special warranty and further assurances.
  - c. Preparation of the Deed and title papers shall be at the Buyer’s expense.
  - d. In the event of failure of title or property condition as herein described, Buyer shall have the right to waive any failure and have the option of purchasing the Property with any title defect at any

time prior to settlement upon all other terms and conditions in this contract or terminate the Contract.

7. **Adjustments.** State and County and municipal real estate taxes, and all other public charges, shall be apportioned as of settlement; and, the Buyer shall assume liability for all taxes or other charges which shall become due and owing after settlement. Rent and rental deposits, if any, shall be apportioned to date of settlement. Any recordation tax and state or local transfer tax shall be paid by Buyer. Buyer shall pay all costs of preparation of title papers, financing documents, sales tax on sale of inventory and equipment, title search, legal fees, and all other costs and expenses in connection with settlement.
8. **Risk of Loss.** The Property is to be held at the risk of the Seller until legal title has passed on possession has been given to Buyer. If, before the time legal title has passed or possession has been given to Buyer, all or a substantial part of the improvements to the Property is destroyed, without fault of the Buyer, then this Contract, at the option of the Buyer, may be declared void.
9. **Insurance.** Seller shall immediately have all of the insurance policies on the Property endorsed so as to protect the parties hereto, as their interests may appear and shall continue the insurance in force during the life of this Contract. In the event it shall be determined by Buyer that the Property is inadequately insured by the Seller, Buyer shall have the right, at Buyer's expense, to obtain such insurance, or additional insurance, as may be satisfactory to the Buyer.
10. **Broker.** The Buyer and Seller warrant that they have not used the services of any real estate broker, agent or finder. In reliance of this, the parties agree to indemnify each other against any claim by any real estate broker, agent or finder for a commission or fee arising out of the transactions contemplated by the Agreement. The provisions of this paragraph shall survive closing and the delivery of the deed to the Property.
11. **Buyer's Agent.** Buyer shall have the right to select its own title insurance, settlement, or escrow company, or title attorney.
12. **Contingencies.** Buyer's obligation under this contract shall be contingent at Buyer's option upon the following contingencies:
  - a. Authorization and availability of funding via a grant offering that is acceptable to Buyer.

b. Successful subdivision of the Property from 9039 Worcester Highway, Berlin, Maryland.


13. **Sales Tax and Bulk Sale Provisions.** In the event this sale is determined to be bulk transfer in accordance with section 6-102 of the Commercial Law Article of the Annotated Code of Maryland, Seller agrees to comply with the provisions thereof. In addition, Seller shall be responsible for all sales and amusement tax incurred before settlement and must indemnify Buyer for any claims related to such taxes. Buyer may set off any bills, claims, dues or amounts legally required to be paid by Buyer on account of Seller's activities on the Property against any amounts due from Buyer to Seller.

14. **Final Agreement.** This contract and the matters expressly referred to within it are the entire agreement between the parties. No representations, agreements, undertakings or promises, whether oral, implied or inferred have been made by either Seller or Buyer or their agents unless expressly stated in this contract or unless mutually agreed upon in writing between Buyer and Seller. Any special condition to this contract agreed upon at the signing of it or after it shall be in writing and signed by the parties and attached as an addendum.

Witness

\_\_\_\_\_

Seller

  
\_\_\_\_\_  
Lions Den, Inc. (Seal)  
By: JOHN B. MUMFORD III  
TREASURER

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Anthony W. Bertino, Jr. (Seal)  
President County Commissioners  
of Worcester County, Maryland

STATE OF MARYLAND, COUNTY OF WORCESTER:

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 \_\_\_\_\_, who acknowledged herself/himself to be the \_\_\_\_\_, and that she/he, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by herself/himself as \_\_\_\_\_.

AS WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

AS WITNESS the hands and seals of the parties hereto, the day and year first hereinabove written.

STATE OF MARYLAND, COUNTY OF WORCESTER:

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 Anthony W. Bertino, Jr., who acknowledged himself to be the President of the County Commissioners of Worcester County, Maryland, and that he, as such President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as President.

AS WITNESS my hand and Official Seal.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



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

July 7, 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 (19).

**President Bertino – You have One (1) positions open:**

- George Solyak – Term Ending – Agricultural Reconciliation Bd.

**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:**

- Elena Ake – Released – non-active member – Tourism Advisory Committee
- 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 Bums -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

**All Commissioners:**

- **(1)-Adult Public Guardianship Board-**  
(1) Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).
- **(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
- **(4 Total) - Commission for Women- (3) Resigned** -Elizabeth Rodier, (Fiori) not a reappointment resignation of Susan Childs (Bunting) and the resignation of Kris Heiser  
**(1) Tenure Ending** - 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.13 Elena Ake – Released – Tourism Advisory Committee  
 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

**District 4 -Elder**  
 p.12 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.

**District 6- Bunting**  
 p. 9 David Deutsch– Ethics Board  
 p. 16 Susan Childs - resigned– Commission For Women

**District 7-Mitrecic** p.10 Jake Mitrecic – Resigned – Housing Review Bd.

### **All Commissioners:**

- p. 4- (1)-Adult Public Guardianship Board- Term Expired - Ms. Wessels.**
- p. 7 - (1) -Drug and Alcohol Abuse Council – (1) (Passing of Dr. Cragway, Jr),**
- p. 11 - (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 - (4 Total) - Commission for Women (3) Resigned -Elizabeth Rodier, (Fiori) Resignation of Susan Childs (Bunting) and the resignation of Kris Heiser.**
- (1) Tenure Ending - 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>
Connie Wessels	Lay Person	*15-16-19, 19-22 (Term Expired)
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
Dr. Ovais Khalid	Psychiatrist	23-26
Dr. William Greer	Physician	07-10-13-16-19-22-25
Richard Collins	Lawyer	95-16-19-22-25
Nancy Howard	Lay Person	*17-19, 19-22-25

\* = 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 FloryBarbara 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)  
Dr. Kenneth Widra (18-21)

\* = 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>
	<b><u>At-Large Members</u></b>	
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

<b><u>Ex-Officio Members</u></b>		
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

## 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 31<sup>st</sup>

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 15**

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 <sup>c</sup>	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 <sup>c</sup>	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 <sup>c</sup>	At-Large	Business - Berlin	*09-10-14-18-22-26

**Prior Members:**

J. Lowell Stoltzfus<sup>c</sup> (09-10)  
Mark Wittmyer<sup>c</sup> (09-11)  
John Salm<sup>c</sup> (09-12)  
Mike Pruitt<sup>c</sup> (09-12)  
Norman H. Conway<sup>c</sup> (09-14)  
Michael McDermott (10-14)  
Diana Purnell<sup>c</sup> (09-14)  
Linda Dearing (11-15)  
Todd Ferrante<sup>c</sup> (09-16)

**Since 2009**

Joe Cavilla (12-17)  
James N. Mathias, Jr.<sup>c</sup> (09-18)  
Ron Taylor<sup>c</sup> (09-14)  
James Rosenberg (09-19)  
Rod Murray<sup>c</sup> (\*09-19)  
Gary Weber (\*19-21)

Charlie Dorman (12-19)  
Gee Williams (09-21)

\* = Appointed to fill an unexpired term/initial terms staggered  
<sup>c</sup> = 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

Reference: County Commissioners’ Resolution of May 4, 1999 and 03-6 of 2/18/03

Appointed by: County Commissioners

Function: Advisory  
 Advise the County Commissioners on tourism development needs and recommend programs, policies and activities to meet needs, review tourism promotional materials, judge tourism related contests, review applications for State grant funds, review tourism development projects and proposals, establish annual tourism goals and objectives, prepare annual report of tourism projects and activities and evaluate achievement of tourism goals and objectives.

Number/Term: 7/4-Year term - Terms expire December 31st

Compensation: \$100 per meeting expense allowance

Meetings: At least bi-monthly (6 times per year), more frequently as necessary

Special Provisions: One member nominated by each County Commissioner

Staff Contact: Tourism Department – Melanie Pursel, Director of Tourism 410-632-3110

**Current Members:**

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)<sup>2</sup></u>
Ruth Waters	D-6, Bunting	Bishopville	19-23
Elena Ake	D-3, Fiori	West Ocean City	*16-20, 20-24 (Released)
Josh Davis	D-5, Bertino	Berlin	*19-21, 21-25
Lauren Taylor	D-7, Mitrecic	Ocean City	13-17-21, 21-25
Kerrie Anne Bunting	D-4, Elder	Snow Hill	21-25
Gregory Purnell	D-2, Purnell	Berlin	14-18-22-26
Nola Tullar	D-1, Abbott	Pocomoke	23-27

**Prior Members: Since 1972**

Isaac Patterson <sup>1</sup>	Klein Leister (99-03)	Michael Day *19-21
Lenora Robbins <sup>1</sup>	Bill Simmons (99-04)	Barbara Tull (03-23)
Kathy Fisher <sup>1</sup>	Bob Hulburd (99-05)	
Leroy A. Brittingham <sup>1</sup>	Frederick Wise (99-05)	
George “Buzz” Gering <sup>1</sup>	Wayne Benson (05-06)	
Nancy Pridgeon <sup>1</sup>	Jonathan Cook (06-07)	
Marty Batchelor <sup>1</sup>	John Glorioso (04-08)	
John Verrill <sup>1</sup>	David Blazer (05-09)	
Thomas Hood <sup>1</sup>	Ron Pilling (07-11)	
Ruth Reynolds (90-95)	Gary Weber (99-03, 03-11)	
William H. Buchanan (90-95)	Annemarie Dickerson (99-13)	
Jan Quick (90-95)	Diana Purnell (99-14)	
John Verrill (90-95)	Kathy Fisher (11-15)	
Larry Knudsen (95)	Linda Glorioso (08-16)	
Carol Johnsen (99-03)	Teresa Travatello (09-18)	
Jim Nooney (99-03)	Molly Hilligoss (15-18)	
Barry Laws (99-03)	Denise Sawyer (*18-19)	
	Isabel Morris (11-19)	

\* = Appointed to fill an unexpired term  
 1 = Served on informal ad hoc committee prior to 1990, Committee abolished between 1995-1999  
 2 = All members terms reduced by 1-year in 2003 to convert to 4-year terms

**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 <sup>C</sup>	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 <sup>C</sup> (05-06)	Carol Ann Beres (14-18)
Brandon Phillips <sup>C</sup> (05-06)	Bob Hunt (*06-19)
William Bradshaw <sup>C</sup> (05-08)	
Buddy Jones (06-08)	
Lee Trice <sup>C</sup> (05-10)	
W. Charles Friesen <sup>C</sup> (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<sup>c</sup> (93-96)                      Andrew Delcorro (\*14-19)

John Mick<sup>c</sup> (93-95)

Frank Gunion<sup>c</sup> (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham<sup>c</sup> (93-13)

Ralph Giove<sup>c</sup> (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 (3<sup>rd</sup> 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)
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23
Kris Heiser	Public Safety – State Attorney Office		21-24 (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
Jocelyn Briddell	At-Large	Berlin	23-26
Coleen Colson	Dept of Social Services		19-22-25
Windy Phillips	Board of Education		19-22-25

Prior Members: Since 1995

Ellen Pilchard <sup>c</sup> (95-97)	Patricia Ilczuk-Lavanceau (98-99)	Catherine W. Stevens (02-04)
Helen Henson <sup>c</sup> (95-97)	Lil Wilkinson (00-01)	Hattie Beckwith (00-04)
Barbara Beaubien <sup>c</sup> (95-97)	Diana Purnell <sup>c</sup> (95-01)	Mary Ann Bennett (98-04)
Sandy Wilkinson <sup>c</sup> (95-97)	Colleen McGuire (99-01)	Rita Vaeth (03-04)
Helen Fisher <sup>c</sup> (95-98)	Wendy Boggs McGill (00-02)	Sharyn O'Hare (97-04)
Bernard Bond <sup>c</sup> (95-98)	Lynne Boyd (98-01)	Patricia Layman (04-05)
Jo Campbell <sup>c</sup> (95-98)	Barbara Trader <sup>c</sup> (95-02)	Mary M. Walker (03-05)
Karen Holck <sup>c</sup> (95-98)	Heather Cook (01-02)	Norma Polk Miles (03-05)
Judy Boggs <sup>c</sup> (95-98)	Vyoletus Ayres (98-03)	Roseann Bridgman (03-06)
Mary Elizabeth Fears <sup>c</sup> (95-98)	Terri Taylor (01-03)	Sharon Landis (03-06)
Pamela McCabe <sup>c</sup> (95-98)	Christine Selzer (03)	Vanessa Alban (17-22)
Teresa Hammerbacher <sup>c</sup> (95-98)	Linda C. Busick (00-03)	
Bonnie Platter (98-00)	Gloria Bassich (98-03)	
Marie Velong <sup>c</sup> (95-99)	Carolyn Porter (01-04)	
Carole P. Voss (98-00)	Martha Pusey (97-03)	
Martha Bennett (97-00)	Teole Brittingham (97-04)	

\* = Appointed to fill an unexpired term

<sup>c</sup> = Charter member

## 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)	Mary Mumford (*16-22)
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)	

\* = Appointed to fill an unexpired term

c = Charter member





TO: *The Salisbury Daily Times and The Ocean City Today Group*  
FROM: Candace Savage, Deputy Chief Administrative Officer  
DATE: June 22, 2023  
SUBJECT: Public Hearing of Bill 23-06 (Amendments to County Landings)

.....  
Please publish the notice below in *The Salisbury Daily Times* and *Ocean City Digest/Ocean City Today* on June 29, 2023 and July 6, 2023.

NOTICE OF INTRODUCTION OF BILL 23-06  
WORCESTER COUNTY COMMISSIONERS

Take Notice that Bill 23-06 (Amendments to the County ordinance regulating activity at County landings) was introduced by Commissioners Bertino, Bunting, Abbott, Fiori and Purnell on June 6, 2023.

A fair summary of the bill is as follows:

A legislative bill for the purpose of amending the County ordinance regulating activity at County landings, including defining and allowing commercial users at County landings, requiring heavy equipment operators who use County landings to register with the County, and limiting parking by commercial users.

**A Public Hearing**

will be held on Bill 23-06 at the Commissioners’ Meeting Room, Room 1101 – Government Center, One West Market Street, Snow Hill, Maryland on **Tuesday, July 18 at 10:30 a.m.**

This is only a fair summary of the bill. A full copy of the bill is posted on the Legislative Bulletin Board in the main hall of the Worcester County Government Center outside Room 1103, and is available for public inspection in Room 1103 of the Worcester County Government Center. In addition, a full copy of the bill is available on the County Website at [www.co.worcester.md.us](http://www.co.worcester.md.us).

THE WORCESTER COUNTY COMMISSIONERS

**COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND**  
**BILL 23-06**

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BY: Commissioners Bertino, Bunting, Abbott, Fiori and Purnell

INTRODUCED: June 6, 2023

---

A legislative bill for the purpose of amending the County ordinance regulating activity at County landings.

- I. **Be It Enacted by the County Commissioners of Worcester County, Maryland**, that § CG 4-406 (County Landings) of the County Government Article of the Code of Public Local Laws of Worcester County, Maryland is repealed in its entirety and replaced with the following:

§ CG 4-406 County Landings

(a) Definitions.

- (1) “County landings”: Any dock, harbor, wharf, pier, or ramp owned, maintained, or operated by the County Commissioners of Worcester County.
- (2) “Ancillary activities”:
  - A. Parking of vehicles used for transporting watercraft or passengers utilizing the landing;
  - B. Crabbing and fishing; or
  - C. Such other activities as may be permitted by the County Commissioners.
- (3) “Commercial user”: An individual or entity using a County landing in a manner that is connected with or that furthers an ongoing profit-making activity.
- (4) “Heavy equipment operator”: An individual or entity that operates earthmoving, construction, or industrial equipment that is mobile and weighs at least 1,500 pounds.

(b) Limitation on use.

- (1) All County landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities.
- (2) Commercial users are permitted to the extent that their use does not:

- A. Create a conflict with the general boating public;
  - B. Interfere with recreational boaters needs; or
  - C. Have the potential to damage the landing or related County property.
- (c) Prohibited activities. The following activities are prohibited at County landings:
- (1) Tenting, camping, or sleeping.
  - (2) Storage or warehousing of personal property.
  - (3) Anchoring, docking, mooring, or tying up to any County landing or its pilings.
- (d) Heavy Equipment Operators using County landings must:
- (1) Annually register with the County department designated to manage County landings; and
  - (2) Maintain adequate insurance as determined from time to time by the County Commissioners.
- (e) Parking.
- (1) From May 1 to September 30 of each year, commercial users and their patrons or guests are prohibited from occupying more than a total of one parking space in a landing's lot.
  - (2) The County may require payment for parking at any County landing.
- (f) Impoundment of property. Any personal property left at any County landings without authorization will be subject to impoundment by the County Commissioners or the County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.
- (g) Special use permits. Any person wishing a special use permit for an activity not permitted may apply in writing to the County Commissioners, who may, in their sole discretion, grant such permit.
- (h) Violations.
- (1) Any person violating the provisions of this section shall be guilty of a civil infraction.
  - (2) Each day of a violation constitutes a separate offense.

~~§ CG 4-406 County Landings~~

- ~~(a) “County landings” defined. Used herein, the term “county landing” shall mean any dock, harbor, wharf, pier or ramp owned, maintained or operated by the County Commissioners of Worcester County except the West Ocean City Harbor.~~
- ~~(b) Limitation on use. All county landings shall be used exclusively for the landing and retrieval of watercraft and ancillary activities thereto as herein set forth.~~
- ~~(c) “Ancillary activities” defined. “Ancillary activities” mean:~~
- ~~(1) Parking of vehicles used for transporting watercraft or passengers utilizing the landing.~~
  - ~~(2) Crabbing and fishing.~~
  - ~~(3) Such other activities as may from time to time be permitted by the County Commissioners.~~
- ~~(d) Prohibited activities. The following activities are prohibited at county landings:~~
- ~~(1) Commercial activities, including loading and unloading of produce, seafood, freight or merchandise.~~
  - ~~(2) Tenting, camping or sleeping.~~
  - ~~(3) Storage or warehousing of personal property.~~
  - ~~(4) Anchoring, docking, mooring or tying up to any county landing or piling associated therewith.~~
- ~~(e) Impoundment of property. Any personal property [except for motor vehicles as permitted by Subsection (e) hereof] left at any county boat landings shall be subject to impoundment by the County Commissioners or County Sheriff, who may charge a fee upon redemption in an amount sufficient to cover the cost of impoundment.~~
- ~~(f) Special use permits. Any person wishing a special use permit for an activity not permitted hereunder may apply, in writing, to the County Commissioners, who may, in their sole discretion, grant such permit.~~
- ~~(g) Violations. Any person violating the provisions hereof shall be guilty of a civil infraction. Each day of a violation constitutes a separate offense.~~

II. **Be It Further Enacted by the County Commissioners of Worcester County, Maryland** that this Bill will take effect 45 days from the date of its passage.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2023:

Attest:

**County Commissioners of  
Worcester County, Maryland**

\_\_\_\_\_  
Weston S. Young  
Chief Administrative Officer

\_\_\_\_\_  
Anthony W. Bertino, Jr., President

\_\_\_\_\_  
Madison J. Bunting, Jr., Vice President

\_\_\_\_\_  
Caryn G. Abbott, Commissioner

\_\_\_\_\_  
Eric J. Fiori, Commissioner

\_\_\_\_\_  
Theodore J. Elder, Commissioner

\_\_\_\_\_  
Joseph M. Mitrecic, Commissioner

\_\_\_\_\_  
Diana Purnell, Commissioner