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OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

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DIANA PURNELL

COMMENDATION

WHEREAS, Charles “Ridge” Harman has contributed 28 years of dedicated service to the Water and Wastewater Division of Public Works where he began his career on April 7, 1995; and

WHEREAS, Mr. Harman’s expertise and experience as a plant operator III have been instrumental in the overall management of the Water and Wastewater Division, where he maintained, inspected, and repaired water and wastewater systems operated by Worcester County.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby commend **Charles “Ridge” Harman** for his years of devoted service to Worcester County, and we wish him a happy and healthy retirement.

Executed under the Seal of the County of Worcester, State of Maryland, this 20th day of February, in the Year of Our Lord Two Thousand and Twenty-Four.

Anthony W. Bertino, Jr., President

Madison J. Bunting, Jr., Vice President

Caryn G. Abbott

Eric J. Fiori

Theodore J. Elder

Joseph M. Mitrecic

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Worcester County Government
One West Market Street | Room 1103 | Snow Hill MD 21863-1195
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MEMORANDUM

TO: Worcester County Commissioners
FROM: Nicholas W. Rice, Procurement Officer
DATE: February 20, 2024
RE: Request to Bid – Animal Control Incinerator

Attached for your review and approval are bid documents for the purchase and installation of a new incinerator at our Animal Control building. 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 for this project was approved in the amount of \$48,800 under the animal control capital equipment account, 100.1101.040.9010.060.

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:	<u>Incinerator Replacement</u>
DEPARTMENT:	<u>Animal Control</u>

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 a new incinerator at the County’s Animal Control Building in conformity with the requirements contained herein (“Bid Document(s”).

B. CLARIFICATION OF TERMS

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

C. QUESTIONS AND INQUIRES

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

D. FILLING OUT BID DOCUMENTS

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

E. SUBMISSION OF BID DOCUMENTS

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

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

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

F. OPENING OF BIDS

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

G. ACCEPTANCE OR REJECTION OF BIDS

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

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

H. QUALIFICATIONS

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

I. DESCRIPTIVE LITERATURE

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

J. NOTICE TO VENDORS

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

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

K. PIGGYBACKING

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

END OF SECTION

SECTION II: GENERAL INFORMATION

A. ECONOMY OF BID

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

B. PUBLIC INFORMATION ACT (PIA)

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

C. CONTRACT AWARD

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

D. AUDIT

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

E. NONPERFORMANCE

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

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

F. MODIFICATION OR WITHDRAWAL OF BID

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

G. DEFAULT

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

H. COLLUSION/FINANCIAL BENEFIT

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

I. TAX EXEMPTION

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

J. CONTRACT CHANGES

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

K. ADDENDUM

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

L. EXCEPTIONS/ SUBSTITUTIONS

1. Any exceptions or substitutions to the specifications requested should be marked on the bid form and listed on a separate sheet of paper attached to the bid.
2. An exception to the specifications may disqualify the bid. The County will determine if the exception is an essential deviation or a minor item.

3. In the case of a minor deviation, the County maintains the option to award to that Vendor if it determines the performance is not adversely affected by the exception.

M. APPROVED EQUALS

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

N. DELIVERY

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

O. INSURANCE

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

P. BID EVALUATION

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

END OF SECTION

SECTION III: 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 purchase and installation of a new incinerator at the County's Animal Control Building located at 6207 Timmons Rd, Snow Hill, MD 21863 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. The County generally does not exceed more than 300lbs. An average of 4 -6 dogs ranging in weight from 20 pounds up to 80 pounds. Also included are cats between 1- 10 pounds and wildlife consisting of raccoon and Opossum.
2. The County has specified Eco Concepts, ECO-500 Standard or equivalent in an attempt to show the particular standard of quality and type of unit.
3. The County will be responsible for the removal of the existing unit.

D. GENERAL REQUIREMENTS

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

E. ATTACHMENTS

1. ECO-500 Specifications
2. Pictures of the current unit

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 “ANIMAL CONTROL INCINERATOR” 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 one ECO Concepts, ECO-500 Standard or equivalent as stated in the Bid Specifications.	

Vendor agrees to have the Work completed within 60 calendar days of Notice to Proceed. (Yes)____ (No) _____ Check One.

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

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

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

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

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

Sign for Identification

Printed Name

Title

Email

REFERENCES

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

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

Sign for Identification

Printed Name

EXCEPTIONS

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

EXCEPTIONS:

(If none, write none) _____

How did you hear about this solicitation?

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

The vendor hereby acknowledges receipt of the following addenda.

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

Sign for Identification

Printed Name

INDIVIDUAL PRINCIPAL

Vendor Name: _____

Signed By: _____ In the presence of: _____

Address of Vendor: _____ Town, State, Zip _____

Telephone No.: _____ Fax: _____ Email: _____

CO-PARTNERSHIP PRINCIPAL

Name of Co-Partnership: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

Signed By: _____ In the presence of: _____

Partner

Witness

CORPORATE PRINCIPAL

Name of Corporation: _____

Address: _____ Town, State, Zip

Telephone No.: _____ Fax: _____

Signed By: _____ In the presence of: _____

President

Witness

Attest: _____

Corporate Secretary

Affix Corporate Seal

VENDOR’S AFFIDAVIT OF QUALIFICATION TO BID

I HEREBY AFFIRM THAT:

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

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

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

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

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

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

Sign for Identification

Printed Name

NON-COLLUSIVE AFFIDAVIT

_____ being first duly sworn,
deposes and says that:

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

Signed, sealed and delivered in the presence of:

Witness

Witness

By: _____
Signature

Printed Name

Title

EXHIBIT A

WORCESTER COUNTY MARYLAND
STANDARD TERMS AND CONDITIONS

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

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

10. Independent Contractor.

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

11. Insurance Requirements.

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

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

13. Ownership of Documents; Intellectual Property.

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

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

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

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

ECO Concepts	ECO-500 Standard	ECO-500 Rollback
UNIT LENGTH	5'	5' 8"
UNIT WIDTH	4' 9 ½"	8'
UNIT HEIGHT - to top of unit lid	4'-6"	4'-9"
UNIT HEIGHT - to top of standard stack	7'-7"	7'-10"
HEIGHT - w/AFTERBURNER *	10'-5"	10'-8"
AFTERBURNER DEMENSIONS	4' x 24" diameter	4' x 24"
UNIT WEIGHT	4,500 lbs.	4,500 lbs.
UNIT WEIGHT w/AFTERBURNER *	6,000 lbs.	6,000 lbs.
LOADING DOOR OPENING	18" x 24.5"	62" x 33"
ASH DOOR OPENING	11.75" x 13.25"	11.75" x 13.25"
BURN CHAMBER VOLUME	23 cubic feet	23 cubic feet
PRIMARY BURNER BTU'S Riello LP or NG	750,000 btu	750,000 btu
AFTERBURNER BTU'S Riello LP or NG	400,000 btu	400,000 btu
PRIMARY BTU'S Midco LP or NG	1,200,000 btu	1,200,000 btu
AFTERBURNER BTU'S Midco LP or NG	800,000 btu	800,000 btu
PRIMARY BURNER BTU'S Carlin Diesel	450,000 btu	450,000 btu
AFTERBURNER BTU'S Carlin Diesel	280,000 btu	280,000 btu
PROPANE OR NATURAL GAS BURNER	OPTIONAL	OPTIONAL
AFTERBURNER	OPTIONAL	OPTIONAL
ROLL-BACK TOP	OPTIONAL	OPTIONAL
EXTRA CLEAN-OUT DOOR	N/A	N/A
APPROX. BURN PER HOUR (Depends on animal or product being incinerated)	100 - 150 lbs. per hour	100 - 150 lbs. per hour
GPH (L.P.) bottom burner	Refer to Technician	Refer to Technician
GPH (L.P.) with afterburner	Refer to Technician	Refer to Technician

Measurements DO NOT include burners:

Add 21" to the length for diesel burners

Add 26" to the length for natural or propane gas burners



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: February 20, 2024
RE: Request to Purchase – Ocean Pines Library Circulation Desk Replacement

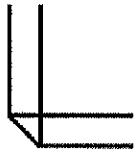
The Library is requesting permission to purchase a new circulation desk for the Ocean Pines branch Library. The proposal is from Library Systems in the amount of \$28,186.37. Pricing is based on a competitively bid cooperative contract through the Mid-Atlantic Purchasing Team (MAPT). This contract includes a 35% discount.

Funding in the amount of \$35,000 is available for this purchase under assigned funds account Ocean Pines Library Improvements (Circulation & Ref Desk Replace). Please see the attached quote for additional information.

The Mid-Atlantic Purchasing Team represents the memorandum-of-agreement between the Baltimore Metropolitan Council and the Metropolitan Washington Council of Governments to work together to aggregate their buying power resulting in greater cost savings for smaller agencies.

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

PROPOSAL



Liberty Systems

LIBRARY FURNISHINGS

3 Bethesda Metro Center, Suite 700
Bethesda, MD 20814
(800) 487-6421 - www.libertysystemsinc.com

Prepared for: Worcester County Library
Ms. Jennifer Ranck
307 N. Washington Street
Snow Hill, MD 21863

Phone: 410-632-2600

Email: jranck@worcesterlibrary.org

Document # AL021224

Date: 02/12/24

Item #	Qty	Catalog #	Description	Unit Price	Ext. Price
1			Media Technologies circulation desk 22' 6"L x 6'D consisting of the following components. Each component will be maple veneer, desk surfaces will be highwear high pressure laminate and the face of the desk will be complete with a custom logo. Please refer to the attached rendering. ADA Desk Unit 36"W x 30"D x 32"H (2) Desk Unit 72"W x 30"D x 39"H Book Return 36"W x 30"D x 39"H Depressible Platform Book Truck, 23.625"D x 24.25"W x 24"H 90 Degree Radius Corner & Shelf 30"W x 30"D x 39"H Cupboard Unit 36"W x 30"D x 39"H Finished Left Hand End Panel 30"W x 1"D x 32"H (3) Pencil Drawer 18"W x 17"D x 3"H, non-locking (2) Mobile Pedestal 2 box, 1 File Drawers 14-13/16"W x 20-3/4"D x 27"H Custom UV Logo	\$25,954.37	\$25,954.37
31			Installation by Liberty Systems, Inc. personnel during normal business hours. The above pricing is quoted delivered based on MAPT contract #2015-42 and is based on standard finishes.	\$72.00	\$2,232.00

Note: Please verify the above information. Liberty Systems, Inc. is not responsible for errors or omissions.

Note: Unless otherwise noted, the above prices are based on all finishes and options being selected from the manufacturer's standards.

ITEM 3

Accepted by: _____

Title: _____

Date: _____

Trash will be removed by Liberty Systems personnel to a receptacle provided by the client.

Total \$28,186.37

1/3 Deposit Required

Remit to: 1313 Roth Avenue, Allentown, PA 18102

By: _____

Liberty Systems, Inc.

STANDARD TERMS AND CONDITIONS

LIMITS OF AGREEMENT. The terms and conditions set forth herein when accepted by Buyer, as set for the below, shall constitute the entire agreement between Liberty Systems, Inc. and Buyer. Any provisions of Conditions of Buyer's order which are in any way inconsistent with or in addition to these terms and conditions shall not be binding upon Liberty Systems, Inc. and shall not be applicable, notwithstanding its acceptance of Buyer's purchase order

1. PRICE/TAXES

The retail list prices that pertain to orders for Liberty Systems, Inc. products placed by Buyer under this agreement will be the respective retail list prices in effect when the particular order is placed. Prices do not include Federal, state or local taxes now or hereafter enacted, applicable to the goods sold or this transaction which tax or taxes will be added by Liberty Systems, Inc. to the sale price where Liberty Systems, Inc. has the legal obligation to the collect same, and will be paid by Buyer unless Buyer provides Liberty Systems, Inc. with a proper Tax exemption certificate.

2. TERMS AND METHOD PAYMENT

Where Liberty Systems, Inc. has extended credit to Buyer terms of payment shall be NET cash; i.e. "Payment in full upon receipt of invoice." The amount of credit or terms of payment may be changed or credit withdrawn by Liberty Systems, Inc. at any time. On an order on which credit is not extended by Liberty Systems, Inc. shipment or delivery shall be made at Liberty Systems, Inc. election, cash with order (in whole or in part), C.O.D., or Sight Draft attached to Bill of Lading or other shipping documents, with all costs of collection for the amount of Buyer. Shipments outside the United States shall require confirmed irrevocable letter of credit in favor of Liberty Systems, Inc. issued by a United States bank for the full amount of the contract price plus all taxes, shipping, insurance and import costs.

If the goods are sold on INSTALLMENT terms Buyer shall pay for installment in accordance with the terms hereof.

- 1/3 due upon acceptance of order
- 1/3 due upon receipt at warehouse and
- 1/3 due upon acceptance of installation.

Payment shall be made for the goods without regard to whether Buyer has made or may make any inspection of the goods. If shipments are delayed by Buyer, payments are due from date with Liberty Systems, Inc. is prepared to make shipments and Buyer shall be liable for the cost of storage charges as then prevailing and any increase in the cost of labor and/or materials to effect the installation upon the termination of the delay period.

FINANCE CHARGES* - A delinquency charge of 1 1/2% per month (which is an ANNUAL PERCENTAGE RATE OF 18% - but not in excess of applicable lawful maximum) may be added to all amounts not paid within 60 days after invoice date.

*NOT APPLICABLE TO FEDERAL GOVERNMENT

3. Title to the goods described on the face hereof shall not pass until the purchase price is paid in full and purchaser hereby grants a security interest in said goods to secure payment and performance to seller. It is mutually agreed that the billing of such goods is for convenience only and does not carry title with it.

4. In case of default of payment, or in case of removal of said goods or any part thereof without the consent of the seller or in the event the purchaser shall mortgage or part with the possession of said property, voluntarily or involuntarily, without the consent of the seller, the latter shall have the right to resume immediate possession of the same wherever it may be found, and remove it with or without process of law, and may declare this agreement terminated and may retain all money paid hereunder as liquidated damages and rental for said goods. In the event a claim is placed in an attorney's hands for collection or in the event of litigation, a reasonable attorney's fee and cost shall be added thereto.

5. The seller shall not be liable for any delay or for failure to deliver the goods covered hereunder because of fire, strikes, war or other emergency, whether national or state, or due to control, laws or regulations issued by any Nation or State, or any political subdivision thereof, or other causes beyond its control. IN NO EVENT SHALL THE SELLER BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES SUCH AS BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS IN CONNECTION WITH OR ARISING OUT OF THE EXISTENCE, FURNISHING, FAILURE TO FURNISH, FUNCTIONING OR CUSTOMER'S USE OF THE GOODS.

6. Any equipment sold hereunder is warranted to be in satisfactory operating condition with delivered. Should any part prove defective in material or workmanship during the warranty period, replacement of same will be made without charge. Mechanical adjustments will be provided without charge during the warranty period. Buyer shall permit full and free access to perform these services when equipment is not portable; other-wise, Buyer shall at its expense return equipment for service. This warranty does not include replacement or parts due to misuse, neglect.

THE FOREGOING WARRANTY AND LIMITATIONS ARE EXCLUSIVE REMEDIES AND ARE IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE.

7. PRICES QUOTED ARE FOR WORK PERFORMED BY VENDOR AUTHORIZED PERSONNEL ONLY: WORKING FROM 9:00 AM TO 5:00 PM, MONDAY THROUGH FRIDAY ONLY, UNLESS OTHERWISE INDICATED CUSTOMER AGREES TO PAY ADDITIONAL FOR UNION INVOLVEMENT, OTHER INTERFERENCE OR OVERTIME WORK, UNLESS THE PRICES QUOTED SPECIFICALLY INCLUDE THESE ITEMS.

CUSTOMER WILL PROVIDE ADEQUATE FREIGHT ELEVATOR SERVICE, AS REQUIRED, WITHOUT COST TO THE VENDOR AND/OR HIS SUBCONTRACTORS.

8. Customer hereby authorizes Liberty Systems, Inc. to use its name and diagrams, photographs or other depictions of the subject installation in Liberty Systems, Inc. promotional releases and/or literature.

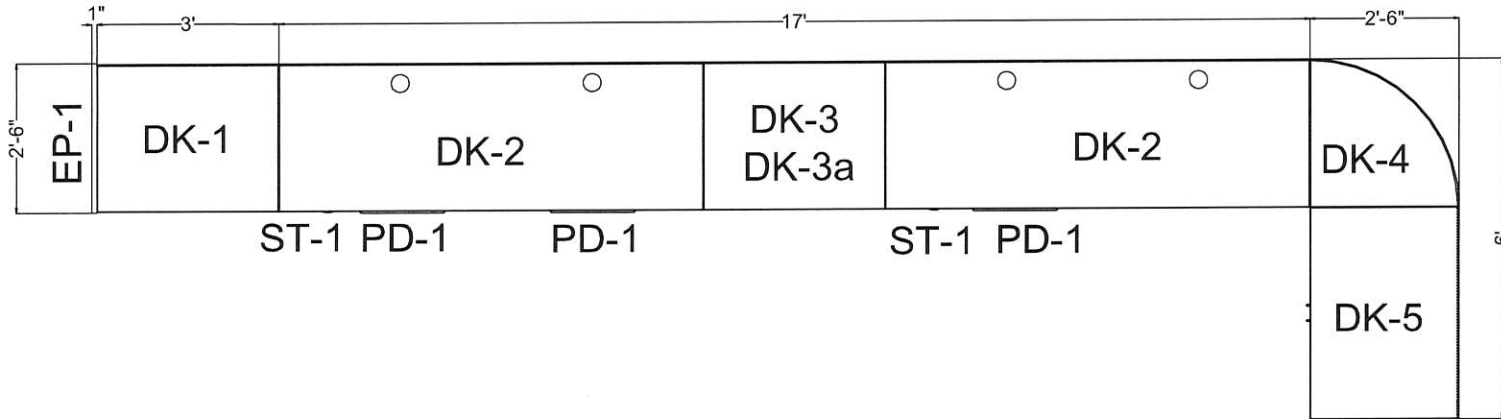
9. GENERAL

If any of the provisions or portions of these terms and conditions are invalid under any applicable statute or rule of law, they are to that extent to be deemed omitted. Buyer acknowledges that he has read and understands these terms and conditions and agrees to be bound by them, further agrees it is the complete and exclusive statement of the agreement between the parties and supersedes all proposals, oral or written and all other communications between the parties relating to the subject matter hereof. This agreement may be modified only by writing signed by Liberty Systems, Inc. and the Buyer. No waiver or breach of any provision of this order shall constitute a waiver of any other breach or such provision.

10. CONTROLLING LAW

This contract of sale shall be governed by, subject to and construed according to the laws of the State of Maryland.

ITEM 3



#	Ind. Tag	Quantity	Part Number	Description
1	DK-1	1	MCD-36D-32-ADAM	ADA Desk Unit, 36"W X 30"D X 31.5"H, maple
2	DK-2	2	XMCD-72D-39M	Desk Unit, 72"W X 30"D X 38.5"H, maple; MODIFIED TO BE 84"W; RAIL & STILE FRONT
3	DK-3	1	XMCD-36BR-39M	Book Return, 36"W X 30"D X 38.5"H, maple; RAIL & STILE FRONT
4	DK-3a	1	MCD-DBTM-2424-24	Depressible book truck, maple, for 32"/39"H Book Return units, 24" x 24" x 24"H
5	DK-4	1	XMCD-30RCS-39M	90° Open Radius Corner with Shelves, 30"W X 30"D X 38.5"H, maple; RIGHT SIDE TO BE FINISHED EDGE; WHERE MOBILE UNIT SITS NEXT TO (SEE LAYOUT)
6	DK-5	1	XMCD-36CS-39M	Cupboard Unit, 36"W X 30"D X 38.5"H, maple; MODIFIED TO BE MOBILE W/ CONCEALED CASTERS; TO HAVE FINISHED SIDES; RAIL & STILE FRONT; 42"W
7	EP-1	1	MCD-B-32-EPM-LH	Bookmark Left End Panel for (nominal) 32"H Unit, maple
8	PD-1	3	MCD1817	Steel Pencil Drawer, black, 18"W x 17"D x 2"H, not lockable
9	ST-1	2	WMPS661220-W-LL	Mobile Pedestal 2 box, 1 File Drawers 15-1/8"W x 20-3/4"D x 27"H, HPL box, HPL front, (4) 2" swivel casters

PROJECT
WORCESTER COUNTY CIRC DESK

OPPORTUNITY NUMBER
5558

DEALER
J.P. JAY ASSOC.

DEALER CONTACT
JPM

REV	DESCRIPTION	BY	DATE

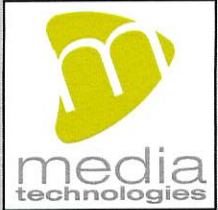
DRAWN BY CO/KH 2.5HRS

DRAWN DATE 01/26/2024

SHEET 1 OF 3

DRAWINGS ARE THE SOLE PROPERTY OF mediotechnologies® AND ARE INTENDED TO CONVEY IDEAS FOR SELECTION AND PLACEMENT OF FURNITURE. THE IDEAS AND CONCEPTS PRESENTED HAVE BEEN UNIQUELY DESIGNED BASED ON THIS SPECIFIC OPPORTUNITY. DRAWINGS AND OTHER PRESENTATION MATERIALS PROVIDED BY mediotechnologies® CANNOT BE USED FOR SOLICITATION OF COMPETITIVE PRICING OR PRODUCT SUBSTITUTION WITHOUT PRIOR PERMISSION.

ITEM 3



PROJECT
WORCESTER
COUNTY CIRC DESK

OPPORTUNITY NUMBER
5558

DEALER
J.P. JAY ASSOC.

DEALER CONTACT
JPM

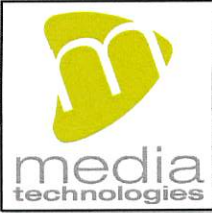
REV	DESCRIPTION	BY	DATE

DRAWN BY CO/KH 2.5HRS

DRAWN DATE 01/26/2024

SHEET 2 OF 3

DRAWINGS ARE THE SOLE PROPERTY OF mediatechnologies® AND ARE INTENDED TO CONVEY IDEAS FOR SELECTION AND PLACEMENT OF FURNITURE. THE IDEAS AND CONCEPTS PRESENTED HAVE BEEN UNIQUELY DESIGNED BASED ON THIS SPECIFIC OPPORTUNITY. DRAWINGS AND OTHER PRESENTATION MATERIALS PROVIDED BY mediatechnologies® CANNOT BE USED FOR SOLICITATION OF COMPETITIVE PRICING OR PRODUCT SUBSTITUTION WITHOUT PRIOR PERMISSION.



PROJECT
WORCESTER COUNTY CIRC DESK

OPPORTUNITY NUMBER
 5558
DEALER
 J.P. JAY ASSOC.
DEALER CONTACT
 JPM

REV	DESCRIPTION	BY	DATE

DRAWN BY CO/KH 2.5HRS
DRAWN DATE 01/26/2024
SHEET 3 OF 3


DRAWINGS ARE THE SOLE PROPERTY OF mediatechnologies® AND ARE INTENDED TO CONVEY IDEAS FOR SELECTION AND PLACEMENT OF FURNITURE. THE IDEAS AND CONCEPTS PRESENTED HAVE BEEN UNIQUELY DESIGNED BASED ON THIS SPECIFIC OPPORTUNITY. DRAWINGS AND OTHER PRESENTATION MATERIALS PROVIDED BY mediatechnologies® CANNOT BE USED FOR SOLICITATION OF COMPETITIVE PRICING OR PRODUCT SUBSTITUTION WITHOUT PRIOR PERMISSION.

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The Circuit Court for Worcester County
First Judicial Circuit of Maryland

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

Date: February 13, 2024
To: Weston Young, Chief Administrative Officer
Worcester County Commissioners
From: Ilene Muhlberg,  Circuit Court Administrator
Re: Courthouse Security Grant

We respectfully request your approval of the attached Memorandum of Understanding for security goods and services by and between the Maryland Judiciary Administrative Office of the Courts and the Worcester County Commissioners for the Courthouse Security Grant in the amount of \$110,715.52. As in previous years, the security grant has been awarded for the full amount requested by the Circuit Court, working cooperatively with the Worcester County Sheriff's Department.

If approved, the grant will completely fund the purchase and installation of improved security measures in the Courthouse, including a new x-ray machine, two new magnetometers, additional access controls and bullet resistant barriers, and expansions to the internal camera system.

Thank you for your consideration.

c: Administrative Judge Brian D. Shockley
Sheriff Matthew Crisafulli

**MEMORANDUM OF UNDERSTANDING
FOR SECURITY GOODS AND SERVICES OVER \$100,000 AND UP TO \$500,000
BY AND BETWEEN THE
ADMINISTRATIVE OFFICE OF THE COURTS
ON BEHALF OF THE CIRCUIT COURT FOR WORCESTER COUNTY, AND
WORCESTER COUNTY, MARYLAND**

E24-0015-25K

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20____, by and between the Administrative Office of the Courts (AOC) on behalf of the Circuit Court for Worcester County, and Worcester County, Maryland, hereby known as the “Parties.”

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

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

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

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

ARTICLE I – SCOPE OF WORK

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

ARTICLE II – COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and acceptance by the AOC, the AOC shall pay Worcester County, Maryland in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed \$110,715.52 (the “NTE Amount”).

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

- a. name and address of AOC contact: Sean Wolcuff, Office of Security Administration, 187 Harry S. Truman Parkway, Annapolis, MD 21401,
- b. name, remittance address, and federal taxpayer identification number of Worcester County, Maryland,
- c. invoice period,
- d. invoice date,
- e. invoice number,

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

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

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

ARTICLE III – TERM

The term of this MOU shall begin upon award and terminate on June 30, 2025 with up to two (2) extension option(s) of one (1) year at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed Worcester County, Maryland by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV – MODIFICATIONS

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

ARTICLE V – GENERAL CONDITIONS

General Conditions are not attached hereto and incorporated herein.

Security Funding Acknowledgement Form is attached for signature as Exhibit B.

Relationship between Parties. Nothing in this MOU shall be construed to create an employment relationship between the AOC and any employee or contractor of Worcester County, Maryland, including any staff or contractor that is assigned to perform any work in the Circuit Court for Worcester County. Worcester County, Maryland will have sole responsibility for all its staffing determinations, including, but not limited to, hiring, training, termination, and scheduling.

Liability. The AOC assumes no liability or responsibility with respect to the conduct and operation of Worcester County, Maryland related to business being conducted, nor for any loss or damage, caused by any employee, officer, contractor, or third party associated with Worcester County, Maryland. The AOC shall not be responsible for any damage(s) caused by Worcester County, Maryland employees, agents, or officials to personal property, documents, records, monies, or goods of Worcester County, Maryland or to anyone in or about Worcester County, Maryland's premises for the duration of the period of the MOU between Worcester County, Maryland and the AOC.

Non-Disclosure. Worcester County, Maryland shall not without the AOC's prior written consent, copy, disclose, publish, release, transfer, disseminate, use, or allow access for any purpose or in any form, any

information which may be held or maintained by the Judicial Branch as Confidential Information except for the sole and exclusive purpose of performing under this MOU, and except for disclosures to such Judiciary employees whose knowledge of the information is necessary to the performance of the MOU. Worcester County, Maryland may also be required to complete and submit a Non-Disclosure Agreement. Failure to comply with these conditions may result in the termination of this agreement.

ARTICLE VI – REPRESENTATIVES

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

For the AOC: Department of Procurement, Contract & Grant Administration
Name and Title: Whitney S. Williams, Director
Phone: 410-260-1581 Email: whitney.williams@mdcourts.gov

For Worcester County, Maryland: Board of County Commissioners
Name and Title: Anthony W. Bertino, Jr., President
Phone: 410-632-1194 Email: cbertino@co.worcester.md.us

ARTICLE VII – KEY PERSONNEL, if applicable

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

Name/Title: Ilene Muhlberg, Court Administrator

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

ARTICLE VIII – ENTIRE AGREEMENT

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

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

ARTICLE IX – SIGNATURES

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


For Worcester County, Maryland:

Date

Anthony W. Bertino, Jr.
President, Board of County Commissioners
Government Center
One W. Market Street
Snow Hill, MD 21863

For the Circuit Court for Worcester County:

Date



Hon. Brian D. Shockley
Administrative Judge

2/7/24

Date



Ilene Muhlberg
Court Administrator

For the Administrative Office of the Courts:

Date

Whitney S. Williams
Director, Department of Procurement, Contract & Grant
Administration

Date

Judy K. Rupp
State Court Administrator

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

Stephane J. Latour
Managing Legal Counsel

Exhibit A

Courthouse Security Items Request 2024

MOU Partner: Worcester County, Maryland

Court: Circuit Court for Worcester County Court

Address: 1 West Market Street

Snow Hill, Maryland 21863

Please complete the following:

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

Tier I		Subtotal	Funded (AOC ONLY)
	X-ray Machine	\$59,742.00	
	Magnetometer	\$13,870.11	
	Access Control System	\$2,419.99	
	Duress Alarms		
	Camera System	\$26,825.73	
	Audio Visual Intercom		
Tier II			
	Building Alarms		
	Bullet Resistant Barriers	\$7,857.69	
	Fenced/Restricted Judges Parking		
	Security Blast Film		
Tier III			
	Emergency Intercom		
		Total: \$110,715.52	Total Funded:
			\$110,715.52

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

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

Tier I	
X-ray Machine	See Addenda A
Magnetometer	See Addenda A
Access Control System	See Addenda A
Duress Alarms	
Camera System	See Addenda A
Audio Visual Intercom	
Tier II	
Building Alarms	
Bullet Resistant Barriers	See Addenda A
Fenced/Restricted Judges Parking	
Security Blast Film	
Tier III	
Emergency Intercom	

- Form must be signed and dated:

Submitted by Authorized Signature: <i>Ilene Muhlberg</i>
Date: October 16, 2023
Print Name and Title: Ilene Muhlberg, Court Administrator
*MOU Partner: Worcester County, Maryland
*Address: 1 West Market Street
*Address: Snow Hill, Maryland
Telephone #: 410-632-2342
Email Address: ilene.muhlberg@mdcourts.gov
Federal Tax Identification #: 52-6001064

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

ADDENDA "A"**X-ray Machine**

There is only one x-ray machine in use at the Courthouse. The machine is located at the main entrance on Washington Street, which is accessed by the public, attorneys, and most Court employees. The machine was installed in 2015 and is now obsolete, as noted during a recent security assessment by AOC Office of Security Administration staff. Funding is requested for a new X-ray machine including one-meter-long entry and exit roller tables.

Total cost: \$59,742.00

Magnetometers

However, the magnetometer at the main entrance on Washington Street was installed in 2015 and is now obsolete, as noted during a recent security assessment by AOC Office of Security Administration staff. Additionally, all regular and visiting judges and some employees access the building through the Franklin Street entrance, but there is no magnetometer at this entrance. The Court intends to implement procedures to screen employees entering the Courthouse. Funding is requested to replace the obsolete magnetometer at the main entrance, and to add a magnetometer to the Franklin Street entrance to allow for 100% employee screening.

Total cost: \$13,870.11

Access Control System

The office of Fiscal Clerk for the Clerk of the Court is adjacent to the Franklin Street entrance and is connected to the Land Records and Licensing offices, the IT Systems Equipment Room and to the main Courthouse hallways. The Office remains open to allow staff access between Departments. To further increase security for employees and the public, we request funding for installation of one badge reader for the Office of the Fiscal Clerk so access to the office can be limited only to authorized personnel.

Total cost: \$2,419.99

Camera System

We request funding to expand the existing monitoring system to install cameras in holding cell hallways behind Courtrooms 1 and 2 and outside the Sheriff's Office in the basement of the Courthouse. In addition, a monitor with mini pc is needed for the Deputy Station at the Washington Street entrance to allow Deputies to view all Courthouse cameras. With new cameras and a new monitor, all security personnel will be able to view the entire Courthouse facility, including holding cells areas.

Total cost: \$24,555.80

Bullet Resistant Barriers

In Courtrooms 1, 2 and 3, the Clerk's desk area is at the front of the Courtroom but separate from the bench. Ballistic materials were added several years ago to all Judge's benches in the Courtrooms. Funding is requested to add the same protection to the Clerk's desks in Courtrooms 1, 2 and 3.

Total cost: \$7,857.69

SMD600 PLUS • ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

SMD600 Plus can be upgraded anytime either with **M12 Sensor** for superior smartphone and cellphone detection, or with **TDU** including advanced IR processing for fully automatic, highly selective and precise detection of maximum facial temperature measurements even in harshest environmental conditions.



METAL
DETECTOR

M12 SENSOR

The SMD600 Plus with integrated M12 sensor provides unmatched versatility in its ability to screen people in applications that require simultaneous detection of all metal (magnetic and non-magnetic) firearms and cellphone/smartphone devices, including the most miniaturized, low-metal content versions.



CELL PHONES
DETECTOR

In this configuration both panels of the archway are equipped with dual color light bars (red and yellow colors) and 4-beam photocells modules.

Code: 93530



TDU THERMAL DETECTION UNIT

The TDU (Thermal Detection Unit) is an upgrade sensing kit for covid screening compliance:

- Simultaneous threat and fever detection on all screened persons
- Accurate person measurement using an infrared camera with automatic determination of the highest temperature
- Embedded upgrade: no additional installation checkpoint space required

- 1 Thermal Camera Arm
- 2 Dual Reference Calibration Unit

Code: TDU/P

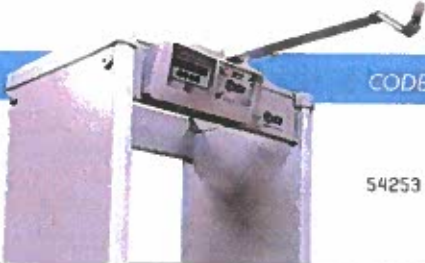
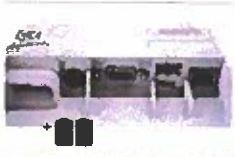






**ANTI-COVID
SECURITY SOLUTION**



SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

OPTIONS / ACCESSORIES

	DESCRIPTION		CODE
INTEGRATED CAMERA SYSTEM	Video camera with support arm and connecting cables Installation of the APSiM3 Plus module is required.		54253
APSiM2 PLUS Integrated Web-server & Logger, Battery Back-up and Charger	Lower Connection Module with anti-tamper on/off switch, RS-232 interface, internal battery back-up and the following functions: <ul style="list-style-type: none"> • Built-in 10/100 base T Ethernet LAN interface • Web server for set-up and remote data log • Real/Time clock with battery backup • Non-volatile Memory for Metal Detector events storage 		APSiM2Plus/P
APSiM3 PLUS Wireless Network Module	Includes all features and characteristics of the APSiM2 Plus with additional: <ul style="list-style-type: none"> • Wi-Fi communication capability • Compatibility with NetID Management software (NetID software license not include) 		APSiM3Plus/P
EMBEDDED BATTERY BACK-UP AND CHARGER	Lower Connection Module with anti-tamper on/off switch, RS-232 interface and internal battery back-up. The module provides an audible 'flat battery' signal activated when the battery charge goes below the operational limit of the device (signal endurance, about 12 hours).		APSiM2Plus/P
VERY HIGH PRECISION TRANSIT COUNTER (4-BEAM)	The 4-beam version further increases accuracy in counting and determination of transit direction, even in intense transit conditions: <ul style="list-style-type: none"> • In-Bound Transits • Out-Bound Transits • Alarm Rate • Automatic Compensation for repeated transits of the same person 		46112
IP65 CONFIGURATION	Outdoor sheltered permanent or non-sheltered short-term installations (single event entrance) This kit includes shelters, and protection covers for power supply.		<ul style="list-style-type: none"> • 28.3" passage width (102710) • 32.3" passage width (102712)

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options to the prices and conditions of sale.

SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

OPTIONS / ACCESSORIES

	DESCRIPTION	CODE
WHEEL KIT - LONG RANGE	For heavy duty, longer range movement of the walk-through metal detector.	70796
WHEEL KIT - SHORT RANGE	For short range movement of the walk-through metal detectors.	75459U
METAL DETECTOR DIVESTING TABLE	In combination with CEIA Walk-Through Metal Detectors, it is a temporary location of personal metal effects for people to be screened: <ol style="list-style-type: none"> 1 Standard length: 24" 2 Extended length: 47" 3 Outdoor version: 51" 	STANDARD: 18074 EXTENDED: 39491 OUTDOOR: 67021U
RRU	Remote relay unit (RRU) to repeat the detection alarms of the gate through a relay contact. The RRU module can be used for integration of the Metal Detector in interlocked door systems. An additional relay is available for a customer-specified application.	RRU-2
REFERENCE TEST SAMPLES	CEIA provides certified Test Samples reproducing for shape, material and signal on WTMDS the same effect of the reference targets. <ol style="list-style-type: none"> 1 NIJ-0601.02-SKN Complete test samples kit for NIJ-0601.02 detection and discrimination compliance verification 2 NIJ-0601.02-SO/MO-SK: Test samples kit for NIJ-0601.02 MO and SO classes detection capability verification 3 EMD-SK-GDML: Reference samples for accurate verification of the disassembled guns Security Level 	NIJ-0601.02-SKN NIJ-0601.02-SO/MO-SK EMD-SK-GDML
OFV	Operator Functionality Verification test-kit	OFV-KITCASE

SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

OPTIONS / ACCESSORIES

	DESCRIPTION	IMAGE	CODE
RCU2	Control unit for full remote access, including alarm signalling and programming of CEIA Metal Detectors. The connection is performed via serial cable connection or via BT [option].		RCU2
MD-SCOPE	Powerful, PC based installation and service Software. Includes oscilloscope and terminal functionality. The connection is performed via BT (standard) or via cable connection.		MD-SCOPE2
CROSSBAR BATTERY BACK-UP	<ol style="list-style-type: none"> 1 Crossbar battery back-up in stainless steel case Up to 10 h of autonomous working time 2 Protection cover 		55681 Protection cover: • 28.3" passage width: 88858 • 32.3" passage width: 88861
SUPPLY UNIT SERIES	<ol style="list-style-type: none"> 1 MBSU LWSC (Light Weight Soft Case Version) 2 MBSU-2 3 TSU (Tactical supply unit) <p>Portable and compact battery back-up units and charger designed to supply DC voltage to CEIA equipment where mains is not available or as Uninterruptable Power Supply unit (UPS) in installations requiring continuous operations.</p> <p>TYPICAL CONTINUOUS OPERATION</p> <ul style="list-style-type: none"> • MBSU LWSC: 14h • MBSU-2: 14h • TSU: 4 battery pack: 12h / 6 battery pack: 17h / 8 battery pack: 23h 	  	MBSU LWSC MBSU-2 TSU
IRC-1	Infrared Remote Controller for wireless remote programming of the control unit.		47180
CHIP CARDS	Chip cards for simple and secure selection of Security Levels and parameter setting. List of chip cards available on request.		
MD-WHK	Wireless repeater of acoustic indications for WTMDs		MD-WHK
UPPER CONNECTION MODULE	This module along with an extension cable allows the connection of power supply and serial communication to personal computers or CEIA accessories.		• 46650 • 7": 89040 • 16.4 ft. 95352
TOP POWER CABLE	This cable allows the AC/DC adapter to be connected to PS/COM port located on top of the TX antenna to supply the Metal Detector Gate		• 32.8 ft. 64228 • 65.5 ft. 68346

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale

SMD600 PLUS • ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

NetID ANYWHERE™

WALK-THROUGH METAL DETECTOR MANAGEMENT SYSTEM



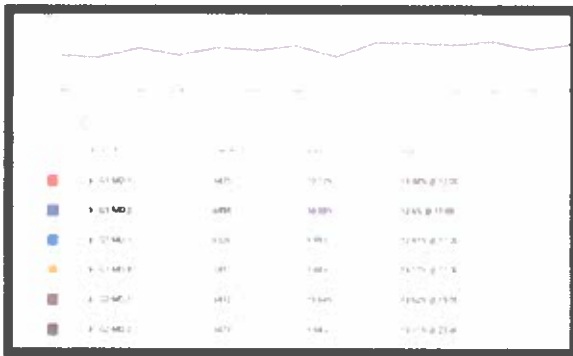
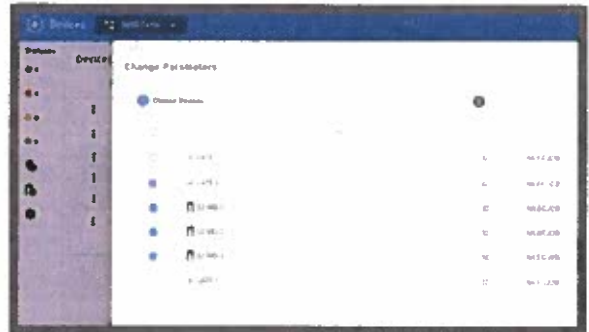
NetID Anywhere is a cloud-based systems management solution

for CEIA walk-through metal detectors (WTMD) that centralizes access to important statistics, automates monitoring of critical calibration parameters.



MONITOR

- Monitor WTMD status and settings
- Avoid accidental or unwanted setting changes
- Email notification for critical events or changes
- Logs for every event or change in the WTMDs
- Advanced diagnostics capability



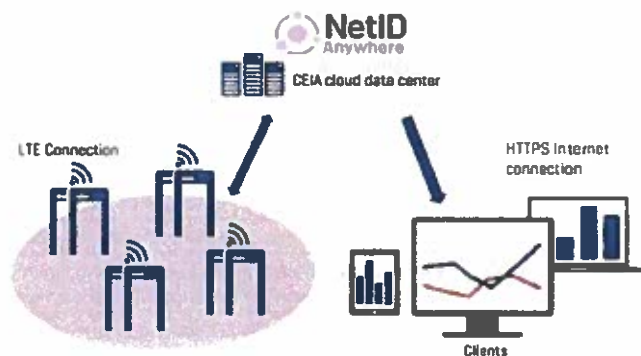
REPORT

Data is collected and retained for each metal detector, including number of transits and metal alarms, allowing analysis of transit flows and alarm rate trends



NETWORKING

- No software to install
- No Infrastructure required
- Easy to install and integrate
- Secure
- Scalable
- Easy to Use, Limited Training Required
- Technical support and software updates included



SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

SPECIFICATIONS

GATE STRUCTURE	State-of-the-art, robust and washable panels
	Protected against aging, weather and wear
	Antivandalic and Antitampering IP66 control unit
	Embedded high precision transit counter (2-beam photocells)
OPERATIONAL FEATURES	High discrimination and transit flow rates five or more times greater than other metal detection systems
	Quick reset time as short as 0.2 seconds for high throughput rate
	Very high detection speed (up to 50" ft/sec.)
	Built-in operational functional verification (OFV)
QUALITY	One-touch key reading of inbound, outbound and Security Level Data
	Continuous self diagnostic system
	Proven reliability
	No periodic re-calibration and preventive maintenance required
	No scheduled maintenance
ALARM SIGNALING	Fully digital design
	Multi-zone display bar for "height on person" localization
	Dual Side 20 x 2 localization zones
	4 light bars with selectable entry/exit and pacing indication
	Green and red metering signals proportional to the mass of the detected target
	10 selectable continuous and pulsed tone plus 34 special tones
TYPE OF SIGNALING	10 selectable sound intensities ranging from 0 to 90 dbA at 3.3 ft
	Fixed or proportional to the mass in transit - visible from 19.7 ft under lighting of 4000lux
PROGRAMMING	60 distinct zones (20 vertical x 3 lateral) entry and exit side
	Up to 50 built-in Security Programs
	Remote via Infrared Remote Control Unit, BT or Ethernet 10/100 base T (option) interface
	Security level: International Standard (IS) command / Chip card
ENVIRONMENTAL DATA	Local by Control Unit alphanumeric display and keyboard
	Programming and chip card access protected by user and super-user passwords
	Powered by safe low voltage DC through external switching power supply adapter
	Power Supply: 100...277V- ±10%, 47...63Hz, 40 VA typical consumption
	Operating temperature: -4°F to 149°F [-34°F to 158°F upon request]
INSTALLATION DATA	Storage temperature: -34°F to 158°F
	Relative humidity: 0 to 95% (without condensation)
	Automatic synchronization between two or more metal detectors with distance of down to 2" without the use of external cables
	Automatic One-Touch Self-installation function (OTS)

CERTIFICATION AND COMPLIANCE

- Fully compliant with the NIJ-0601.02 Standard requirements
- Complies with the applicable Standards for Law Enforcement and Correctional Facilities
- Compliant with and certified to the strictest Standards for Airport Security
- Compliant with and certified to the applicable Standards for Enhanced Metal Detectors (EMD)
- Compliant with the applicable electromagnetic Standards on Human Exposure and Pacemaker Safety
- Compliant with applicable International Standards for electrical safety and EMC
- Harmless to magnetic media (CD, tapes, etc.)

APPLICATIONS

- GOVERNMENT BUILDINGS
- AIRPORTS
- INDUSTRIES
- INDUSTRIES (LOSS PREVENTION)
- NUCLEAR FACILITIES
- PRISONS (VISITORS)
- PRISONS (INMATES)
- COURTS
- DATA PROCESSING CENTERS (EDP)

COMPREHENSIVE SUPPORT

CEIA USA PROVIDES FULL OPERATIONAL AND TECHNICAL TRAINING SUPPORT BY CERTIFIED PERSONNEL EITHER AT CEIA FACILITY OR AT CUSTOMER LOCATION.



SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR



CEIA USA Ltd - 6336 Hudson Crossing Parkway, Hudson OH 44236
P 330-405 3190 • F 330-405 3196 • E security@ceia-usa.com • CALL (833) 224-2342 (CEIA)

www.ceia-usa.com

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale. DP060K0094v1000uUS (2021)



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

=====Proposal

Client Information

Circuit Court for Worcester County
One West Market St.
Snow Hill, MD 21863
"KEYSCAN CARD READER - COURT HOUSE"

Proposal Number 4309
Date 10/11/2023 **Expires** 11/30/2023
Salesperson Steve Smith

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

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

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

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

- *Monitoring for:*
 - *Security (doors, motion, glass breakage, hold up)*
 - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

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

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



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

*****Proposal

Client Information

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

Proposal Number 4309
Date 10/11/2023 **Expires** 11/30/2023
Salesperson Steve Smith

Qty	Description
1	5395 Thinline II Prox Reader (4"-5.5" read range) Single Gang KEYSCAN DOOR ACCESS CONTROL PROXIMITY READER
1	50' ACCESS BUNDLE WIRE ACCESS CONTROL BUNDLE WIRE
1	RJ LOCK FEE RJ LOCKSMITH FEE- INCLUDES THE 12VDC. REGULATED ELECTRIC STRIKE, NEW DOOR HANDLE AND HARDWARE, LABOR AND TRIP CHARGE.
5	LABOR ABSOLUTE SECURITY TECH LABOR - TO WIRE, INSTALL, SET-UP AND PROGRAM THE NEW ACCESS CONTROL FOR TAMMY BOSTON'S OFFICE DOOR FROM FRANKUN STREET EMPLOYEE AND JUDGE ENTRYWAY.

Sub Total	\$2,414.99
Total This Proposal	\$2,414.99



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

*****Proposal

Client Information

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

Proposal Number 4309
Date 10/11/2023 **Expires** 11/30/2023
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY *TITLE*

EMAIL

DATE

DATE *PRIMARYPHONE*

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VA: _ _ _ MD: _ _ _ DE: _ _ _

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved



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

Proposal

Client Information

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

"Court Room Prisoner Cells & Hall"

Proposal Number 4531

Date 10/11/2023 Expires 11/10/2023

Salesperson Steve Smith

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

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

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

- *Monitoring for:*
 - *Security (doors, motion, glass breakage, hold up)*
 - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

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

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



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

Proposal

Client Information

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

Proposal Number 4531
Date 10/11/2023 Expires 11/10/2023
Salesperson Steve Smith

Qty	Description
4	CORNER MOUNT WEDGE VANDAL PROOF IP CAMERA VANDAL RESISTANT WEDGE STYLE SMART VISION TRUE DAY/NIGHT CELL CAMERAS
4	JUNCTION BOX FOR WEDGE CAMERA MOUNTING HARDWARE FOR THE CELL CAMERAS
1	IC REAL TIME 2X4MP DUAL LENS 190 DEGREE DOME CAMERA CEILING MOUNT DOME STYLE DUAL LENS SMART VISION - PRISONER HALLWAY TO CELLS AND COURT ROOMS.
1	8-PORT/GIGABIT/POE+/123WATTS GIGA-BIT NETWORK SWITCH
5	OCLRS ENTERPRISE CAMERA 3 YEAR ONSSI VMS INDIVIDUAL CAMERA LICENSES
2	24/4 CSE CMR YLW 1M BOX BOXES OF NETWORK CAMERA WIRE
1	EXTRA HARDWARE NEEDED FOR INSTALL EXTRA INSTALLATION HARDWARE - SUCH AS CONDUIT, CONNECTORS, JUNCTION BOX'S, SPECIAL DRILLING BITS AND MOUNTING HARDWARE
2	Samsung 65in 4K Smart TV QLED HDR TWO NEW 4K COMMERCIAL VIDEO DISPLAY CAMERA MONITORS
2	LARGE FULL MOTION TV MOUNT FULL MOTION WALL MOUNTS FOR DISPLAY MONITORS
2	50 FT HDMI V1.4 CABLE W/ETH COMMERCIAL GRADE HDMI CABLES
1	KANEX HDMI SPLITTER 1X4 HDMI SPLITTER MODULE
48	Labor TWO TECHS ON SITE ALL DAY TO - WIRE, INSTALL, SET-UP, PROGRAM FOUR NEW CAMERAS IN THE



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

Proposal

Client Information

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

Proposal Number 4531
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

Qty	Description
-----	-------------

UPSTAIRS HOLDING CELLS BEHIND COURT ROOM 1.
THIS WILL BE A LABOR INTENSE INSTALL AS THE
HOLDING CELLS WERE NEVER PREPPED DURING
CONSTRUCTION FOR THESE CAMERAS.

Sub Total \$14,209.26
Total This Proposal \$14,209.26



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

Proposal

Client Information

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

Proposal Number 4531
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

PRIMARY PHONE

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VA: ___ MD: ___ DE: ___

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved



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

Proposal

Client Information

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

"*Sheriff's Office Prison Cells*"

Proposal Number 4529
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

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

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

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

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

- *Monitoring for:*
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 - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
- *Enhanced services for remote control of lights locks & thermostats*

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

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



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

Proposal

Client Information

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

Proposal Number 4529
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

Qty	Description
4	CORNER MOUNT WEDGE VANDAL PROOF IP CAMERA VANDAL RESISTANT WEDGE STYLE SMART VISION TRUE DAY/NIGHT CELL CAMERAS
4	JUNCTION BOX FOR WEDGE CAMERA MOUNTING HARDWARE FOR THE CELL CAMERAS
1	IC REAL TIME 2X4MP DUAL LENS 190 DEGREE DOME CAMERA CEILING MOUNT DOME STYLE DUAL LENS SMART VISION - PRISONER HALLWAY TO CELLS AND COURT ROOMS.
5	OCLRS ENTERPRISE CAMERA 3 YEAR ONSSI VMS INDIVIDUAL CAMERA LICENSES
2	24/4 CSE CMR YLW 1M BOX BOXES OF NETWORK CAMERA WIRE
1	EXTRA HARDWARE NEEDED FOR INSTALL EXTRA INSTALLATION HARDWARE - SUCH AS CONDUIT, CONNECTORS, JUNCTION BOX'S, SPECIAL DRILLING BITS AND MOUNTING HARDWARE
48	Labor TWO TECHS ON SITE ALL DAY TO - WIRE, INSTALL, SET-UP, PROGRAM FOUR NEW CAMERAS IN THE UPSTAIRS HOLDING CELLS BEHIND COURT ROOM 1. THIS WILL BE A LABOR INTENSE INSTALL AS THE HOLDING CELLS WERE NEVER PREPPED DURING CONSTRUCTION FOR THESE CAMERAS.

Sub Total	\$10,097.54
Total This Proposal	\$10,097.54



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

Proposal

Client Information

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

Proposal Number 4529
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY

TITLE

EMAIL

DATE

DATE

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ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

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Date Approved



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

Proposal
Client Information

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

Washington St. Entry Video Monitor

Proposal Number 4530

Date 10/11/2023 Expires 11/10/2023

Salesperson Steve Smith

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- *Fire alarm systems*
- *Access control*
- *Cameras*
- *Intercoms*
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 - *Security (doors, motion, glass breakage, hold up)*
 - *Fire (smoke, heat, CO, gas, sprinkler systems)*
- *Environmental (power, temperature & flooding) cloud storage & remote viewing for security cameras*
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Absolute Security Group, Inc
 300 Mill Street, Ste A
 Salisbury, MD 21801
 410-860-0620

Proposal

Client Information

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

Proposal Number 4530
Date 10/11/2023 Expires 11/10/2023
Salesperson Steve Smith

Qty	Description
-----	-------------

- 1 43" QLED 4K Q60AA
- 1 LARGE FULL MOTION TV MOUNT
- 1 10 FT HDMI V1.4 CABLE W/ETH
- 8 LABOR
- 0 PROJECT NOTES

WORCESTER COUNTY MAINT. DEPT. WILL ASSIST WITH MOUNTING AND PROVIDING AN ELECTRICAL OUTLET.

WORCESTER COUNTY IT DEPT. WILL ASSIST WITH THE NETWORK CONNECTION AND PROVIDING AND PROGRAMMING A MINI PC TO DISPLAY AND CONNECT TO THE MAIN SERVER AND CAMERA SYSTEM VMS.

ABSOLUTE SECURITY WILL PROVIDE THE VIDEO DISPLAY MONITOR, MOUNT, HDMI CONNECTION CORD, LABOR AND SET-UP.

ONE YEAR WARRANTY ON PARTS AND LABOR

Sub Total	\$2,269.93
Total This Proposal	\$2,269.93



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

*****Proposal

Client Information

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

Proposal Number 4530
Date 10/11/2023 **Expires** 11/10/2023
Salesperson Steve Smith

ABSOLUTE SECURITY GROUP, INC.

SUBSCRIBER:

SECURITY CONSULTANT

ACCEPTED BY TITLE

EMAIL

DATE

DATE PRIMARY PHONE

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VA: _ _ _ MD: _ _ _ DE: _ _ _

ABSOLUTE SECURITY GROUP CORPORATE APPROVAL:

Please print name here

Please sign name here

Date Approved

Beelink SEi10 Mini PC, Intel i5-1035G7(Up to 3.7 GHz) Mini Computer,
16GB RAM 500GB PCIe3.0 SSD, Dual Type-C Ports Desktop PC with
4K@60HZ Triple Display DP&HDMI&Type-C/WiFi6/BT5.2/1000M
LAN/USB3.2 plus
\$249

https://www.amazon.com/gp/product/B0CBBKGFMP/ref=ppx_yo_dt_b_asin_title_o05_s00?ie=UTF8&th=1

From: jplacey@hardwirellc.com <jplacey@hardwirellc.com>
Sent: Thursday, October 12, 2023 5:03 PM
To: ILene Muhlberg <ILene.Muhlberg@mdcourts.gov>
Subject: RE: [EXTERNAL] Quote #11232022-WCS-1

Please see the updated info below:

Here is the total material estimate based on the measurements for the clerk's desk in each courtroom:
\$7,857.69

Armor to cover the following areas:

- CR 1:
 - 110" x 36"
- CR 2:
 - 98" x 36"
- CR 3:
 - 107" x 38"

Best,

JP Lacey

Business and Pricing Manager

Hardwire LLC

Office: (410) 957-3669 x1034

www.hardwirellc.com

This message is intended solely for the use of the individual or entity to which it is addressed and may contain information that is privileged or confidential and protected from disclosure under applicable law. If you are not the identified recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited and that you are required to notify the sender or distributor and destroy all copies immediately.

Exhibit B

Security Funding Acknowledgement Form

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

Administrative Judge:

SIGNATURE

DATE

LAST NAME

FIRST NAME

M.I.

If the MOU includes work in an area of responsibility of the Clerk of Court, the Clerk is required to sign below. If the Clerk does not need to sign, please write N/A below and provide a written explanation as a separate document.

Clerk of Court:

SIGNATURE

DATE

LAST NAME

FIRST NAME

M.I.

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

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

County Authorized Official:

SIGNATURE

TITLE

LAST NAME

FIRST NAME

M.I.

DATE



Point Security, Inc.

(336) 357-3417
 PO Box 100
 Linwood, NC 27299-0100

Estimate

Date	Estimate #
10/13/2023	23-1572

Customer:

Worcester County Sheriff's Office
 Ilene Muhlberg - 410-632-2342
 1 West Market St.
 Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	11/12/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
6040-2isHR	HI-SCAN 6040-2is Smiths Detection - Dual View X-Ray Inspection System Max Object Size: 24.2" x 16.1" (W x H) Dims: 92.2" L x 51.8" W x 54" H 2x 160 kV X-ray Generators 12 Month Standard Warranty Hi-SPOT- Auto Dense Area Detection Hi-TRAX- Image Enhancement Functions	1.00	56,242.00	56,242.00T	
Monitor24	Monitor, 24" LCD Wide Format *Customer can reuse existing roller tables (2x 1/2-meter tables on-site)	2.00	0.00	0.00T	
HEI-Adv. HI-TraX	Advanced Software Package, HI-TIP-Plus - Threat Image Projection OTS Xtrain - Operator Training System IMS - Image Management System SEN - Super Enhancement Opti-ZOOM - Magnification Optimization HDA - High Density Alert	1.00	0.00	0.00T	
HEI-XACT	X-Plore - Determination of Organic Materials Advanced Software, X-ACT (Advanced Contents Tracking)	1.00	0.00	0.00T	

Thank you for considering Point Security.

Total



Point Security, Inc.

(336) 357-3417
 PO Box 100
 Linwood, NC 27299-0100

Estimate

Date	Estimate #
10/13/2023	23-1572

Customer:
 Worcester County Sheriff's Office
 Ilene Muhlberg - 410-632-2342
 1 West Market St.
 Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	11/12/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
Installation X-Ray	Installation of X-Ray Inspection System -Assembly, Testing and Final Commissioning -Radiation Safety Inspection -2-hour Operator Orientation by FSE	1.00	1,750.00	1,750.00	
Freight-Billed To Cl...	Freight, Shipping and Handling	1.00	1,750.00	1,750.00T	
	EXTENDED WARRANTY OPTIONS On-Site Extended Warranty w/ Annual PMI and Radiation Leak Survey On-Site Coverage, M-F, 08:30-17:00 All Labor, Travel, Expenses All replacement parts required OPTIONS:				
PHEI-Warranty1	- On Site Ext. Warranty, One Year (2 Total)	0.00	7,387.00	0.00T	
PHEI-Warranty2	- On Site Ext. Warranty, Two Years (3 Total)	0.00	14,183.00	0.00T	
PHEI-Warranty3	- On Site Ext. Warranty, Three Years (4 Total)	0.00	20,831.00	0.00T	
PHEI-Warranty4	- On Site Ext. Warranty, Four Years (5 Total)	0.00	27,183.00	0.00T	
	*Aftermarket Annual maintenance agreement = \$7,850.00/machine **Annual Radiation and PMI inspections only = \$1,105.00/machine				
Thank you for considering Point Security.				Total	



Point Security, Inc.

(336) 357-3417
 PO Box 100
 Linwood, NC 27299-0100

Estimate

Date	Estimate #
10/13/2023	23-1572

Customer:
Worcester County Sheriff's Office Ilene Muhlberg - 410-632-2342 1 West Market St. Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	11/12/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
	Are you sales tax exempt? Yes or No If yes, please provide resale certificate or tax exempt number. Sales Tax and Duties, if required, are not included in this pricing. Written documentation is required in order to waive sales tax.			0.00	
Thank you for considering Point Security.				Total	\$59,742.00



Point Security, Inc.

(336) 357-3417
 PO Box 100
 Linwood, NC 27299-0100

Estimate

Date	Estimate #
10/12/2023	23-1113

Customer:
Worcester County Sheriff's Office Bethany Ramey - 443-783-9761 1 West Market St. Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	11/11/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
Ceia, HIPE/PLUS820	HIPE/PZ-PLUS-0989, 820mm Walk-Through Metal Detector CEIA- Multi-Zone Intelligent Traffic Counters 24-month parts and depot repair warranty 820mm- ADA Compliant	1.00	3,847.46	3,847.46T	
CEIA64228U	Cable to connect power supply from the top of the unit (quick disconnect) - 30 feet *METAL DETECTOR ACCESSORIES AND OPTIONS* (For Review Only - Price not factored in) -Top Power Connection. \$130. -Remote Relay for alarm signaling. \$295 -Remote Control Unit for Remote Screening. \$650	1.00	130.00	130.00T	
Installation X-Ray	Installation of X-Ray Inspection System & Walk through Metal Detector -Assembly, Testing and Final Commissioning -Radiation Safety Inspection -Verification of Calibration on WTMD -2-hour Operator Orientation by FSE	1.00	950.00	950.00	
Freight-Billed To Cl...	Freight, Shipping and Handling	1.00	350.00	350.00T	

Thank you for considering Point Security.

Total



Point Security, Inc.

(336) 357-3417
 PO Box 100
 Linwood, NC 27299-0100

Estimate

Date	Estimate #
10/12/2023	23-1113

Customer:
 Worcester County Sheriff's Office
 Bethany Ramey - 443-783-9761
 1 West Market St.
 Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	11/11/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
	Are you sales tax exempt? Yes or No If yes, please provide resale certificate or tax exempt number. Sales Tax and Duties, if required, are not included in this pricing. Written documentation is required in order to waive sales tax.			0.00	
Thank you for considering Point Security.				Total	\$5,277.46



NEW WTMDs IP66
CONTROL UNIT

HI-PE Plus

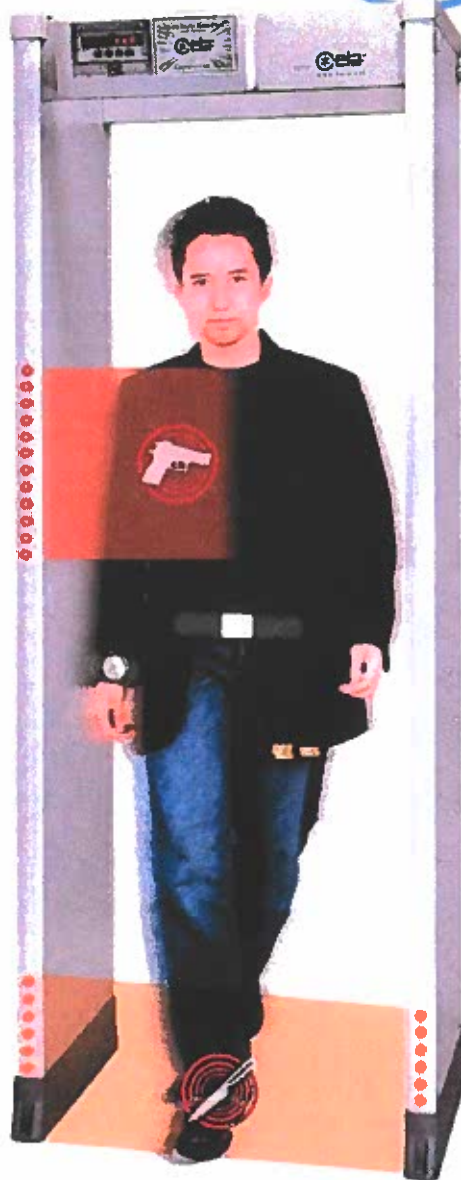
ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

KEY FEATURES

- Accurate Detection of all Metallic Threat Items
- High Discrimination and Throughput
- Exceptional Immunity to external interferences
- Compliant with and Certified to the Strictest Security Standards for weapons detection
- Unmatched Reliability
- Rapid Installation
- Panel Design

CERTIFIED BY GOVERNMENTAL LABORATORIES*

* Data available upon request



GSA Contract Holder

www.ceia-usa.com

THREAT DETECTION THROUGH ELECTROMAGNETICS



HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

The **HI-PE Plus Multi-Zone Metal Detector** provides accurate detection of all metals, high level of discrimination of non-threat items, full compliance with the latest Security Standards and exceptional immunity to external interferences.



ACCURATE DETECTION OF ALL METALLIC THREAT ITEMS

- Capability to detect the full range of metal weapon threats even within body cavities
- 60 localization zones: • 20 vertical • 3 lateral
- Met-Identity technology for Identification of Threat Composition



The most advanced Security Standards require detection of all ferrous and non-ferrous metal weapons and of those constructed in special non-magnetic alloys. **The HI-PE Plus detects firearms and knives of this type, even when they are hidden within body cavities,** and accurately indicate the position of the threat, its intensity and its prevalent composition. Inspection personnel thereby acquire thorough knowledge of the metal item and can act, according to procedures, with maximum effectiveness and security.



MOST POWERFUL AND VERSATILE SECURITY FEATURES

- Up to 50 built-in Security Programs
 - ▶ Up to 30 International Standards
 - ▶ Up to 20 Customizable Levels

Setting the Security Levels could not be easier and more versatile than in the HI-PE Plus. Users can choose directly from the known International Standards or request implementation of a Standard personalized to their own requirements. Users can also create their own program and save it in internal memory for later use.



- Chip Card system for fast, simple and secure parameter changes (i.e. alarm volume and tone, counter reading, etc.) and security level selection
- Any security standard can be enhanced with selectable random alarm probability

60 LOCALIZATION ZONES



CHIP CARD SYSTEM

The system allows Security Management to set the Security Level quickly, reliably and without having to program the device in any way.



HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

The **HI-PE Plus** has a **very low nuisance alarm rate even at the strictest Security Standards requested today**, and therefore allows high transit flow rates and the minimum need for intervention by inspection personnel.



HIGH DISCRIMINATION AND THROUGHPUT

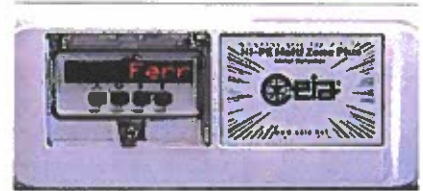
- Cutting-edge discrimination technology allows personal effects to be ignored, creating rapid transit flow
- No need to remove items such as belts, coins, keys, jewelry, watches, wallets, etc.
- Better Discrimination = Shorter Lines and Less Staffing

The HI-PE Plus has a **very low nuisance alarm rate even at the strictest Security Standards** requested today, and therefore allows high transit flow rates and the minimum need for intervention by inspection personnel.

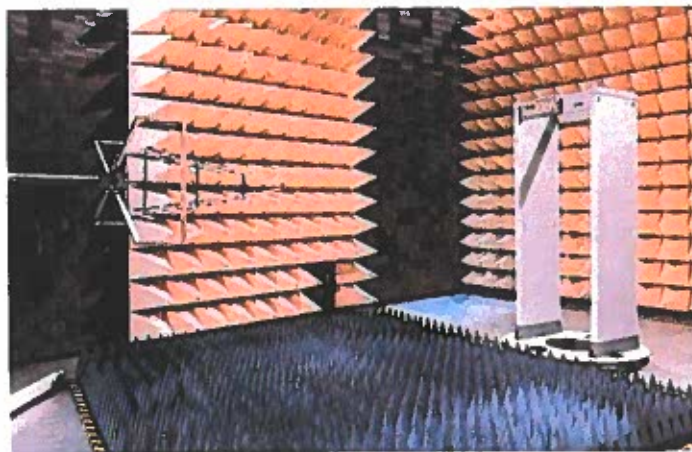


MET-IDENTITY TECHNOLOGY

With Met-Identity technology, the HI-PE Plus allows you to know **where, how much and what type of metal is being brought into the secure area.**

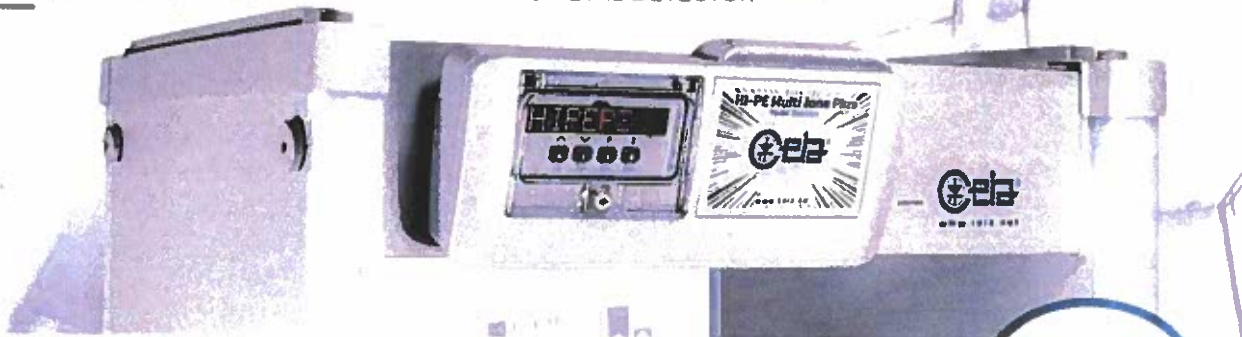


EXCEPTIONAL IMMUNITY TO EXTERNAL INTERFERENCES



Exceptional immunity to environmental interferences makes the **Metal Detector easy to use even when electrical noise is encountered.**

HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR



UNIFIED CONSTRUCTION
FOR INDOOR AND
OUTDOOR USE



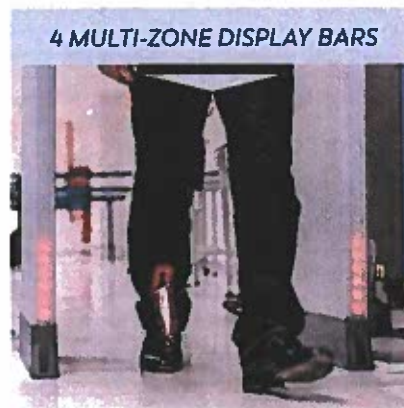
NEW CERTIFIED IP66 CONTROL UNIT

- Total compatibility with previous IP20 (plastic) and IP65 (stainless steel) control units
- Robust structure through the use of high-performance polymers for the construction of housing
- Waterproof / Dustproof: IP66 compliant (IEC 60529)
- Exceptional impact resistance at low and high temperatures and resistance to corrosion from atmospheric agents
- Display made with specific polymer to improve the visibility of the LEDs by increasing the definition and clarity



UNIQUE ALARM SIGNALING

- High visibility of the control unit and the zone indication independent from the operator position and the installation environment
- Flexible Acoustic Alarm Signaling System:
 - ▶ 10 Continuous and Pulsed Tones
 - ▶ 34 Special Sounds
- 10 Alarm Volume Levels
- Very High Precision Transit Counter
 - ▶ In-Bound, Out-Bound transits
 - ▶ Alarm Rate
 - ▶ Automatic Compensation for repeated transits of the same person



4 MULTI-ZONE DISPLAY BARS

4 Multi-Zone Display Bars, each programmable as entry Stop/Go and/or local alarm indication.

Light bars indicate **metal position vertically and laterally** and can also show **pacing lights**.



RAPID INSTALLATION

- One touch guided automatic installation (OTS)
 - ▶ Innovative function assisting the installation through an automatic step-by-step procedure
- Continuous self diagnostics assures monitored performance reliability

HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

HI-PE Plus/PZ MODEL CONFIGURATION

STANDARD CONFIGURATION

Compliant with the strictest detection and discrimination standards for EMDs (Enhanced Metal Detectors)	•
4 display bars each programmable as zone indicators and/or pacing lights	•
60 localization zones (20 vertical x 3 lateral) with left, center and right indication	•
Antivandalic and Antitampering IP66 control unit	•
High precision transit counter (2-beam)	•
Chip Card Reader	•
BT, infrared and RS-232 communication	•
Programmable Random Alarm capability	•
3-Level Password and hardware key access protection	•
Met-Identity technology (separate Ferrous and Non-Ferrous alarm signaling)	•
One Touch Automatic Self Installation (OTS)	•
Automatic Operational Functional Verification (OFV)	•
Automatic Vibration Compensation (AVS, EVA)	•
Automatic Channel Search (CS)	•
Automatic Floor Gain Adjustment (FGA)	•
Automatic Technical Functional Verification (TFV)	•
Automatic Environmental Noise Compensation (ENA)	•
Powered by safe low voltage DC	•
Anti-tamper on/off switch	•

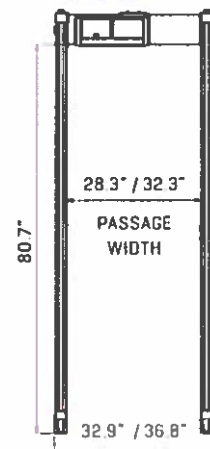
COMMUNICATION CAPABILITIES

TYPE OF OPERATION	ETHERNET	USB	INFRARED	BT	RS 232
MAINTENANCE	○	○		•	•
REMOTE CONTROL	○		•	•	•
REMOTE DATA COLLECTION	○				

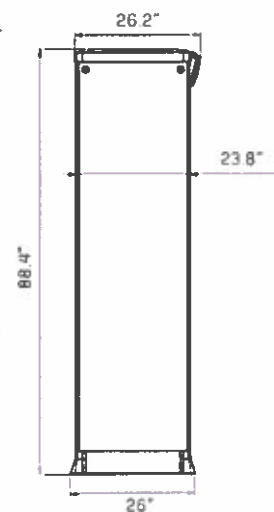
STANDARD • OPTION ○

DIMENSIONS

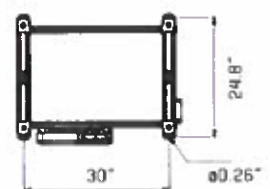
FRONT



LATERAL



TOP



HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

NetID ANYWHERE™

WALK-THROUGH METAL DETECTOR MANAGEMENT SYSTEM



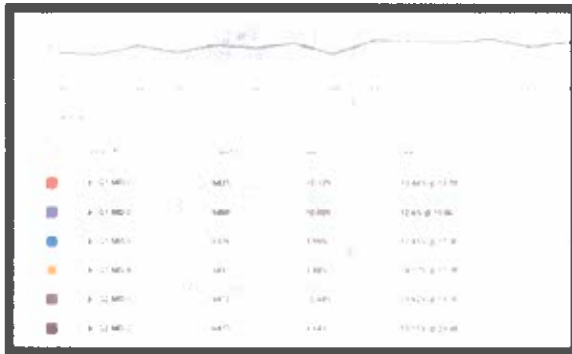
NetID Anywhere is a cloud-based systems management solution

for CEIA walk-through metal detectors (WTMD) that centralizes access to important statistics, automates monitoring of critical calibration parameters.



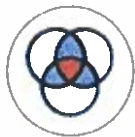
MONITOR

- Monitor WTMD status and settings
- Avoid accidental or unwanted setting changes
- Email notification for critical events or changes
- Logs for every event or change in the WTMDs
- Advanced diagnostics capability



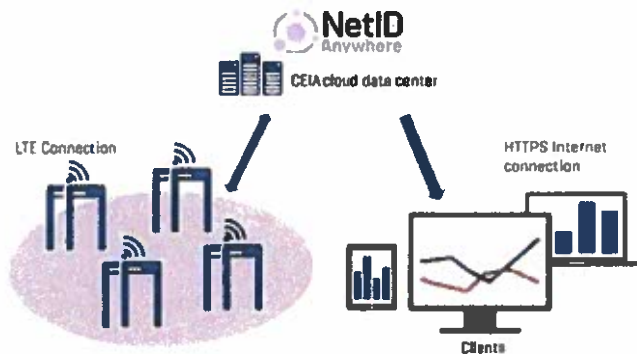
REPORT

Data is collected and retained for each metal detector, including number of transits and metal alarms, allowing analysis of transit flows and alarm rate trends



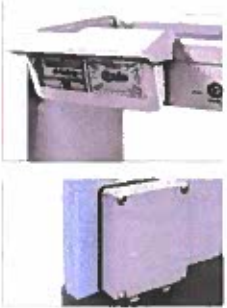



NETWORKING

- No software to install
- No Infrastructure required
- Easy to install and integrate
- Secure
- Scalable
- Easy to Use, Limited Training Required
- Technical support and software updates included








HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

OPTIONS

OPTION	DESCRIPTION		CODE
IP65 CONFIGURATION	<p>Outdoor sheltered permanent or non-sheltered short-term installations (single event entrance).</p> <p>This kit includes shelters, and protection covers for power supply.</p>		<ul style="list-style-type: none"> • 28.3" passage width [102710] • 32.3" passage width [102712]
EMBEDDED BATTERY BACK-UP AND CHARGER	<p>Lower Connection Module with anti-tamper on/off switch, RS-232 interface and internal battery back-up.</p> <p>The module provides an audible 'flat battery' signal activated when the battery charge goes below the operational limit of the device [signal endurance: about 12 hours]</p>		APSiM2Plus/P
APSiM2 PLUS Integrated Web-server & Logger, Battery Back-up and Charger	<p>Lower Connection Module with anti-tamper on/off switch, RS-232 interface, internal battery back-up and the following functions:</p> <ul style="list-style-type: none"> • Built-in 10/100 base T Ethernet LAN interface • Web server for set-up and remote data log • Real/Time clock with battery backup • Non-volatile Memory for Metal Detector events storage 		APSiM2Plus/P
APSiM3 PLUS Wireless Network Module	<p>Includes all features and characteristics of the APSiM2 Plus with additional:</p> <ul style="list-style-type: none"> • Wi-Fi communication capability • Compatibility with NetID Management software [NetID software license not included] 		APSiM3Plus/P
32.3" USEFUL PASSAGE WIDTH			55635

HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

ACCESSORIES

ACCESSORY	DESCRIPTION	CODE
CHIP CARDS	Chip cards for simple and secure selection of Security Levels and parameter setting. List of chip-cards available on request.	
MD-WHK	Wireless repeater of acoustic indications for WTMDs.	MD-WHK
CROSSBAR BATTERY BACK-UP	<ol style="list-style-type: none"> 1 Crossbar battery back-up in stainless steel case. Up to 10 h of autonomous working time. 2 Protection cover 	 55681 Protection cover: • 28.3" passage width: 88858 • 32.3" passage width: 88861
RCU2	Control unit for full remote access, including alarm signalling and programming of CEIA Metal Detectors. The connection is performed via serial cable connection or via BT (option).	 RCU2
MD-SCOPE	Powerful, PC based installation and service Software. Includes oscilloscope and terminal functionality. The connection is performed via BT (standard) or via cable connection.	 MD-SCOPE2
SUPPLY UNIT SERIES	<ol style="list-style-type: none"> 1 MBSU LWSC (Light Weight Soft Case Version) 2 MBSU-2 3 TSU (Tactical supply unit) <p>Portable and compact battery back-up units and charger designed to supply DC voltage to CEIA equipment where mains is not available or as Uninterruptable Power Supply unit (UPS) in installations requiring continuous operations.</p> <p>TYPICAL CONTINUOUS OPERATION</p> <ul style="list-style-type: none"> • MBSU LWSC: 14h • MBSU-2: 14h • TSU: 4 battery pack: 12h / 6 battery pack: 17h / 8 battery pack: 23h 	 MBSU LWSC  MBSU-2  TSU
RRU	Remote relay unit (RRU) to repeat the detection alarms of the gate through a relay contact. The RRU module can be used for integration of the Metal Detector in interlocked door systems. An additional relay is available for a customer-specified application.	RRU-2
IRC-1	Infrared Remote Controller for wireless remote programming of the control unit.	 47180
UPPER CONNECTION MODULE	This module along with an extension cable allows the connection of power supply and serial communication to personal computers or CEIA accessories.	<ul style="list-style-type: none"> • 46650 • 7": 89040 • 16.4 ft: 95352
TOP POWER CABLE	This cable allows the AC/DC adapter to be connected to PS/COM port located on top of the TX antenna to supply the Metal Detector Gate.	 <ul style="list-style-type: none"> • 32.8 ft: 64228 • 65.5 ft: 68346

HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

ACCESSORIES

ACCESSORY	DESCRIPTION	CODE
INTEGRATED CAMERA SYSTEM	Video camera with support arm and connecting cables. Installation of the APSIM3 Plus module is required.	54253
TDU Thermal Detection Unit	The TDU (Thermal Detection Unit) is an upgrade sensing kit for COVID screening compliance: <ol style="list-style-type: none"> 1 Thermal Camera Arm 2 Dual Reference Calibration Unit 	TDU/P
WHEEL KIT - LONG RANGE	For heavy duty, longer range movement of the walk-through metal detector.	70796
WHEEL KIT - SHORT RANGE	For short range movement of the walk-through metal detectors.	75459U
METAL DETECTOR DIVESTING TABLE	In combination with CEIA Walk-Through Metal Detectors, it is a temporary location of personal metal effects for people to be screened. <ol style="list-style-type: none"> 1 Standard length: 24" 2 Extended length: 47" 3 Outdoor version: 51" 	STANDARD: 18074 EXTENDED: 39491 OUTDOOR: 67021U
TEST SAMPLES KIT	Reference Samples for accurate verification of the Security Level. Includes guided procedures and certificate of calibration.	23870 EMD-SK-GAL 64435 EMD-SK-GDML
OFV	Operator Functionality Verification test-kit	OFV-KITCASE

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming) their accessories and options, to the prices and conditions of sale.

HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

SAMPLE INSTALLATIONS



HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

SPECIFICATIONS

GATE STRUCTURE	State-of-the-art, robust and washable panels Protected against aging, weather and wear
OPERATIONAL FEATURES	High discrimination and transit flow rates five or more times greater than other metal detection systems Quick reset time as short as 0,2 seconds for high throughput rate Very high detection speed (up to 50* ft/sec.) Built-in operational functional verification One-touch key reading of inbound, outbound and Security Level Data
QUALITY	Continuous self diagnostic system Proven reliability No periodic re-calibration and preventive maintenance required No scheduled maintenance Fully digital design
ALARM SIGNALING	Multi-zone display bar for "height on person" localization 4 light bars with selectable entry/exit and pacing indication Green and red metering signals proportional to the mass of the detected target 10 selectable continuous and pulsed tone plus 34 special tones 10 selectable sound intensities ranging from 0 to 90 dbA at 3.3 ft
TYPE OF SIGNALING	Fixed or proportional to the mass in transit - visible from 19.7 ft under lighting of 4000lux 60 distinct zones (20 vertical x 3 lateral) entry and exit side
PROGRAMMING	Up to 50 built-in Security Programs Remote via Infrared Remote Control Unit, BT or Ethernet 10/100 base T (option) interface Security level: International Standard (IS) command / Chip card Local by Control Unit alphanumeric display and keyboard Programming and chip card access protected by user and super-user passwords
ENVIRONMENTAL DATA	Power Supply: 100...277V- ±10%, 47...63Hz, 40 VA typical consumption Operating temperature: -4°F to 149°F [-34°F to 158°F upon request] Storage temperature: -34°F to 158°F Relative humidity: 0 to 95% [without condensation]
INSTALLATION DATA	Automatic synchronization between two or more metal detectors with distance of down to 2" without the use of external cables Automatic Installation function (OTS)

CERTIFICATION AND COMPLIANCE

- Compliant with and certified to the applicable Standards for Enhanced Metal Detectors (EMD)
- Compliant with the applicable electromagnetic Standards on Human Exposure and Pacemaker Safety
- Compliant with all Airport Security Standards worldwide
- Compliant with applicable International Standards for electrical safety and EMC

APPLICATIONS

- GOVERNMENT BUILDINGS
- AIRPORTS
- INDUSTRIES
- NUCLEAR FACILITIES
- PRISONS (VISITORS)
- PUBLIC EVENTS
- AMUSEMENT PARKS
- COURTS
- DATA PROCESSING CENTERS (EDP)
- HOTELS
- SCHOOLS SECURITY

COMPREHENSIVE SUPPORT

CEIA USA PROVIDES FULL OPERATIONAL AND TECHNICAL TRAINING SUPPORT BY CERTIFIED PERSONNEL EITHER AT CEIA FACILITY OR AT CUSTOMER LOCATION.



HI-PE PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR



CEIA USA Ltd - 6336 Hudson Crossing Parkway, Hudson OH 44236
P 330-405 3190 • F 330-405 3196 • E security@ceia-usa.com • CALL (833) 224-2342 (CEIA)

www.ceia-usa.com

CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale. DP060K0092v1000uUS (2021)



Point Security, Inc.
 (336) 357-3417
 PO Box 100

Estimate

Date	Estimate #
7/19/2023	23-1114

Customer:
 Worcester County Sheriff's Office
 Bethany Ramey - 443-783-9761
 1 West Market St.
 Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	8/18/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
CEIA, SMD600PL...	SMD600PLUS/PZ-0145 CEIA- Multi-Zone Walk-Through Metal Detector Ultra High Sensitivity NIJ 0601.02 Compliant Intelligent Traffic Counters 24-month Parts and Depot Repair Warranty	1.00	6,797.65	6,797.65T	
CEIA-ADA	Crossbar Kit, 32"/820mm Panel ADA Compliant Includes Cables *METAL DETECTOR ACCESSORIES AND OPTIONS* (For Review Only - Price not factored in) -Top Power Connection, \$130. -Remote Relay for alarm signaling, \$295 -Remote Control Unit for Remote Screening, \$650	1.00	495.00	495.00T	
Installation X-Ray	Installation of X-Ray Inspection System & Walk through Metal Detector -Assembly, Testing and Final Commissioning -Radiation Safety Inspection -Verification of Calibration on WTMD -2-hour Operator Orientation by FSE	1.00	950.00	950.00	
Freight-Billed To Cl...	Freight, Shipping and Handling	1.00	350.00	350.00T	
Thank you for considering Point Security.				Total	



Point Security, Inc.

(336) 357-3417
PO Box 100

Estimate

Date	Estimate #
7/19/2023	23-1114

Customer:

Worcester County Sheriff's Office
Bethany Ramey - 443-783-9761
1 West Market St.
Snow Hill, MD 21863

Bid Number	Job	Terms	Decision Date	Sales Rep	FOB
		Net 30	8/18/2023	Sean	Destination
Item	Description	Quantity	Amount	Total	
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Thank you for considering Point Security.				Total	\$8,592.65



SMD600 Plus

ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

CERTIFIED BY
GOVERNMENTAL
LABORATORIES*

NEW
IP66 CONTROL
UNIT



HIGH SENSITIVITY

Fully compliant with the **NIJ-0601.02** Law Enforcement Standard



HIGH DISCRIMINATION

Compliant with and Certified to the **strictest Standards** for Airport security screening

The SMD600 Plus is the first Metal Detector in the market fully compliant with the NIJ-0601.02 Standard, as required in very high sensitivity applications, which also allows very high throughput in high security public screening checkpoints.

*Data available upon request



GSA Contract Holder



www.ceia-usa.com



THREAT DETECTION THROUGH ELECTROMAGNETICS

FULLY COMPLIANT WITH THE NIJ-0601.02 STANDARD

The Standard establishes the requirements of Sensitivity, Discrimination and Immunity for Law Enforcement and Correctional Facilities.



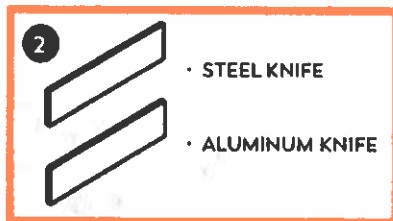
NIJ-0601.02 FULL COMPLIANCE

The SMD600 Plus Metal Detector fully complies with the requirements of the NIJ0601.02 Standard for all Security Levels, and can therefore be applied in situations from the inspection of visitors to that of inmates in top-security checkpoints, even in areas with strong electrical and mechanical interferences.

3 LEVEL OF SECURITY



LO LEVEL: LARGE OBJECT SIZE

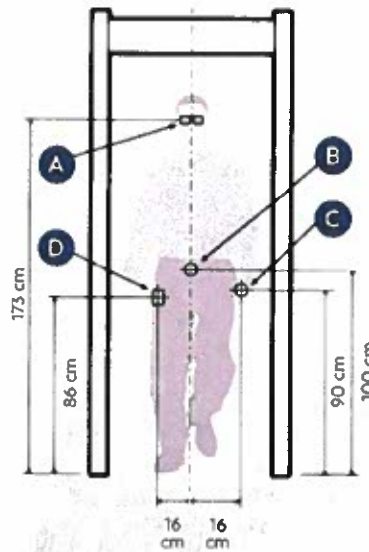


MO LEVEL: MEDIUM OBJECT SIZE



SO LEVEL: SMALL OBJECT SIZE

INNOCUOUS ITEMS



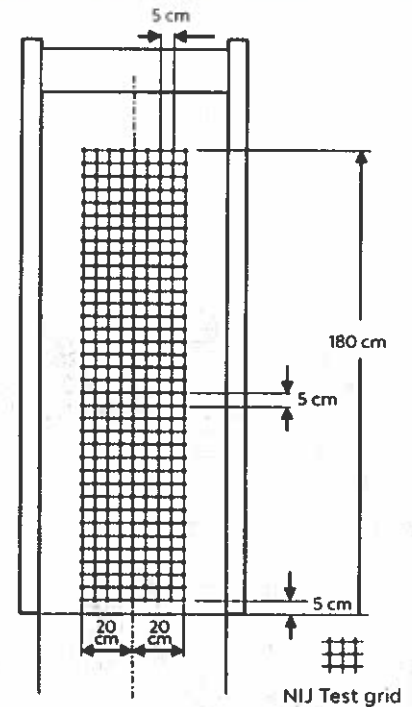
DISCRIMINATION TEST

Clean tester shall carry the innocuous items specified, performing the specified number of transits, walking at normal speed (0.5...1.5 m/s):

- LO 25 transits with A + B + C + D (max 5 alarms)
- MO 25 transits with A + B (max 5 alarms)
- SO 8 transits with no items (no alarms allowed)

- A Eyeglasses
- B Belt buckle
- C Watch
- D Set of coins

TEST POSITIONS



DETECTION TEST OBJECT TRANSITS

Perform, for each Test Object, two passages, one forward and the other backwards, for each position and for each orientation, verifying that for every transit an alarm is triggered.

SMD600 PLUS - ENHANCED WALK THROUGH MULTI-ZONE METAL DETECTOR

TWO-IN-ONE ENHANCED METAL DETECTOR

The SMD600 Plus is a very high sensitivity Metal Detector that also offers characteristics of high discrimination and high detection uniformity.



HIGH SENSITIVITY

- Quick, accurate analysis of all parts of the body of people in transit, from the shoe level to the crossbar
- Built-in programs to screen visitors and staff for weapons and contraband
- Met-Identity technology for Identification of Threat Composition
- Accurate pinpointing of individual and multiple metal targets



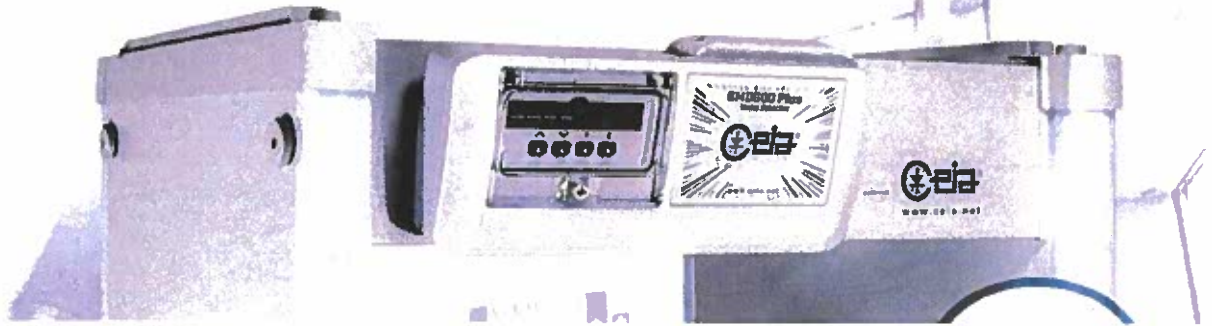
HIGH THROUGHPUT

- Cutting-edge discrimination technology allows personal effects to be ignored, creating rapid transit flow
- No need to remove items such as belts, coins, keys, jewelry, watches, wallets, etc.
- Very low nuisance alarm rate even at the strictest Security Levels
- High transit flow rates and the minimum need for intervention by inspection personnel



CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale

SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR



UNIFIED CONSTRUCTION
FOR **INDOOR AND
OUTDOOR USE**



NEW CERTIFIED IP66 CONTROL UNIT

- Total compatibility with previous IP20 (plastic) and IP65 (stainless steel) control units
- Robust structure through the use of high-performance polymers for the construction of housing
- Waterproof / Dustproof: IP66 compliant (IEC 60529)
- Exceptional impact resistance at low and high temperatures and resistance to corrosion from atmospheric agents
- Display made with specific polymer to improve the visibility of the LEDs by increasing the definition and clarity



UNIQUE ALARM SIGNALING

- High visibility of the control unit and the zone indication independent from the operator position and the installation environment
- Flexible Acoustic Alarm Signaling System:
 - ▶ 10 Continuous and Pulsed Tones
 - ▶ 34 Special Sounds
- 10 Alarm Volume Levels
- Very High Precision Transit Counter



MOST POWERFUL AND VERSATILE SECURITY FEATURES

- Up to 50 built-in Security Programs
 - ▶ Up to 30 International Standards
 - ▶ Up to 20 Customizable Levels
- Chip Card system for fast, simple and secure parameter changes (i.e. alarm volume and tone, counter reading, etc.) and security level selection.
- Any security standard can be enhanced with selectable random alarm probability



Light bars indicate metal position vertically and can also show pacing lights.



CHIP CARD SYSTEM

SMD600 PLUS - ENHANCED WALK-THROUGH MULTI-ZONE METAL DETECTOR

SMD600 Plus/PZ MODEL CONFIGURATION

STANDARD CONFIGURATION

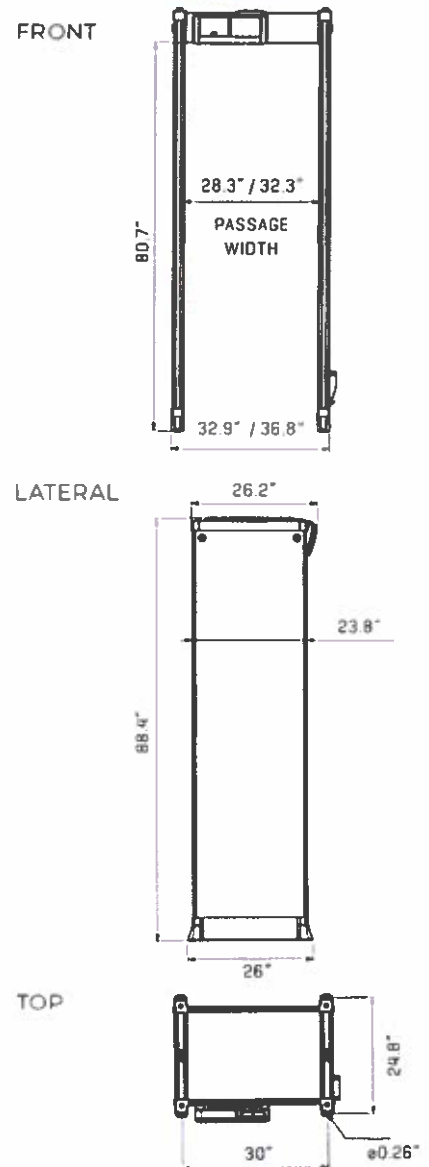
Fully compliant with, and exceeding, the NIJ-0601.02 Standard	•
4 display bars each programmable as zone indicators and/or pacing lights	•
Dual Side 20 x 2 localization zones	•
Antivandalic and Antitampering IP66 control unit	•
High precision transit counter (2 beam photocells)	•
Chip Card Reader	•
BT, infrared and RS-232 communication	•
Programmable Random Alarm capability	•
3-Level Password and hardware key access protection	•
Met-Identity technology (separate Ferrous and Non-Ferrous alarm signaling)	•
One Touch Automatic Self Installation (OTS)	•
Automatic Operational Functional Verification (OFV)	•
Automatic Vibration Compensation (AVS, EVA)	•
Automatic Channel Search (CS)	•
Automatic Floor Gain Adjustment (FGA)	•
Automatic Technical Functional Verification (TFV)	•
Automatic Environmental Noise Compensation (ENA)	•
Powered by safe low voltage DC	•
Anti-tamper on/off switch	•

COMMUNICATION CAPABILITIES

TYPE OF OPERATION	ETHERNET	USB	INFRARED	BT	RS-232
MAINTENANCE	○	○		•	•
REMOTE CONTROL	○		•	•	•
REMOTE DATA COLLECTION	○				

STANDARD • OPTION ○

DIMENSIONS



CEIA USA reserves the right to make changes, at any moment and without notice, to the models (including programming), their accessories and options, to the prices and conditions of sale.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston Young
FROM: Phil Thompson
DATE: February 13, 2024
RE: Out of State Travel Request

Out of State Travel Request

Treasurer's/MIS	1	100.1005.010.7000.400
Department	# of Attendees	GL Account Code
Indianapolis, IN	5/19/2024	5/22/2024
Destination	Depart	Return

Purpose of Travel: To send Missy Mason, our Document Imaging Supervisor, to the annual Tyler Technology Conference, Tyler Connect, in Indiana. The conference features all of the Tyler software applications including those we utilize for accounting, payroll/HR, Utility billing, and property tax billing. The conference provides an opportunity for networking with other Tyler users as well as member of the Tyler Development Team and their Tech Support Division.

Estimated Costs:	Airfare	\$350-
	Lodging	\$850-
	Meals	\$250-
	Registration Fees	\$1,200-
	Car Rental	
	Other Transportation	\$100-
	Other	\$50-
	Total	\$2,800-



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 DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICES DIVISION

To: Worcester County Commissioners
From: Jennifer K. Keener, AICP, Director
Date: February 12, 2024
Re: Out of State Travel Request

Out of State Travel Request

Development, Review and Permitting Department	2 # of Attendees	100.1008.7000.100 GL Account Code
San Diego, CA Destination	7/14/2024 Depart	7/19/2024 Return

Purpose of Travel: I am requesting authorization for DRP staff to attend the 2024 Esri User Conference. This conference will allow staff to attend educational sessions on important GIS topics, meet with industry experts from across the country, and demonstrate products that could be utilized to improve services for county departments and residents. I am requesting approval in advance of the FY25 budget due to limited hotel capacity and discounted airfare. The registration cost is free with our current Esri platform.

Estimated Costs:

Airfare	\$2,000
Lodging	\$2,400
Meals	\$667
Registration Fees	\$0
Car Rental	-
Other Transportation	\$200
Other	-
Total	\$5,266



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

TO: Weston S. Young, Chief Administrative Officer
 Candace Savage, Deputy Chief Administrative Officer
 FROM: Kelly Rados, Director of Recreation & Parks
 DATE: February 9, 2024
 RE: Out of State Travel Request - Sports ETA Symposium

Out of State Travel Request

Recreation	1	100.1601.400.7000.100
Department	# of Attendees	GL Account Code
Portland, OR	4/22/2024	4/26/2024
Destination	Depart	Return

Purpose of Travel: I am requesting authorization for Recreation staff to attend the Sports ETA (Entertainment, Toursim Association) Symposium to be held in Portland, OR April 22 - 25, 2024. Sports ETA is the most essential resource for sports desitnations such as Worcester County, Maryland's Coast. The conference will allow us to attend educational sessions, network with industry experts, and meet face-to face with sports event owners during pre-scheduled, one-on-one appointments. Funding was reserved in the FY24 budget for this conference.

Estimated Costs: Airfare	\$750
Lodging	\$860
Meals	\$400
Registration Fees	\$1,395
Car Rental	0
Other Transportation	\$100
Other	
Total	\$3,505



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RM", located to the right of the "From:" field.

Subject: **Ocean City Inlet**
Update of the *1998 Ocean City, MD and Vicinity*
Water Resources Study

Date: 2/12/24

We received word from the Corps that the attached letter the County Commissioners approved at their September 5, 2023 meeting needs to be refreshed for their budget. Their typical process is for the Baltimore District to put together a budget request package, which needs to include a letter of interest from a potential sponsor - like the one attached. The budget the District is working on now is for FY26 (starting Oct 2025). They were too late to get into the Corps FY25 budget request. In order to complete the current request, they need a letter of intent that is no older the 5 months as of 1 May, so even though our letter is not old, it doesn't qualify for this purpose. We essentially need the same letter with a new date.

This letter will be used for us to try to get funds in the FY24 workplan. The Corps workplan is a list of projects that may get funded if Congress adds additional money in the program that is not otherwise directed toward a specific project. In recent years, Congress has added extra funds to the Corps budgets.

I have attached my prior memo as well and included the letter that Secretary Kurtz from Maryland DNR will be sending as well. This was sent to us by Dr. Christine Conn, Director of Chesapeake and Coastal Services.

So again, I would respectfully request the County Commissioners consider expressing interest in the intent to initiate a study partnership to address an update of the prior study to review the increasing water resource issues in the inlet and the opportunities for solutions. The letter would be the same as the prior letter with a new date.

If you have any questions or need additional information please let me know, I will be available to discuss this matter.

Attachments



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel (410) 632-1220 | Fax. (410) 632 2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS, RS
 Director, Environmental Programs

A handwritten signature in black ink, appearing to be "RJM", is written over the name and title of the sender.

Subject: Ocean City Inlet

Potential for Refreshing the 1998 *Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*

Date: 8/28/23

We were given ample opportunity during the recent MACo Convention to raise the urgency of the Ocean City Inlet issue with State and Federal officials who have committed to assisting with both the short and long-term solutions and keeping the pressure on the Army Corps of Engineers. This effort benefitted from two inlet boat trips organized by Senator Carozza to allow officials to view firsthand the conditions in the inlet. Both trips were done to bring attention to the continuing shoaling issue in the inlet and the decision earlier this year by the Corps to not fund the inlet jetty improvement project. We have an opportunity to move on one of our potential long-term solutions and are requesting approval for that action.

While the shoaling has been occurring in the inlet since its creation, the pace of the accumulating sands has been accelerated after Hurricane Sandy in 2013. Some of the short-term solutions we are exploring include a more aggressive dredging schedule, more material being removed from the shoals near the wester inlet navigational buoys, direct placement of the sand on the northern part of Assateague Island, relocation of buoys from time to time to get the best location for navigation thru the 11 and 12 buoys to match the best waters to reach the Ocean City Harbor. This informs the Corps dredge visits for material removal during their visits. We also realize our area needs to compete against the whole of the mid-Atlantic region for any additional use of these two dredges. Not only do we compete for time with other areas, the dredges are utilized for emergency storm repairs and they do need maintenance as well. In fact, the Murden is due to leave from Ocean City and has a scheduled shipyard visit immediately after it completes its work on the 30th. The Corps has plans for the Murden to be back in Ocean City around the 3rd week of October, barring any emergencies or delays.

There are longer term strategies also being considered, and those would include exploring the potential for a third Corps dredge for the region and a refreshment of the *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. That study recommended numerous projects, including long-term sand management for the northern portion (ocean surf zone) of Assateague Island, ecosystem restoration projects in the coastal bays, and navigation improvements. The Corps Long-Term Sand Management (LTSM) Project for Assateague Island, cost-shared with the NPS, was implemented in 2004. The project dredges sand from multiple sources, including the Ocean City Inlet, to compensate for sediment starvation at Assateague Island caused by the jetties at the inlet. The project is anticipated to continue through the year 2029 and will be renewed.

ITEM 6

Navigation and physical environment conditions have notably changed since the recommendations included in the *1998 EIS*. Based on recent issues in the Ocean City area, we are looking at the potential to update our *1990s Ocean City Water Resources Study*. This would allow us to look at the issues experienced in the inlet more holistically. We could use the upcoming Sand Management Plan that the Coastal Bays Program is working with all local partners on to line up projects or programs to maximize the beneficial use of dredged material in the area. There are issues of flooding in the area, particularly on the bayside of Ocean City and the mainland that could utilize materials for future restoration and restoration projects. We have other future improvements to our shorelines that incorporate habitat enhancement with storm resiliency features that can also use dredged materials. In other words, there are a lot of issues that should probably be looked at again 25-30 years later with a refreshed report. This report informs future project work and even assists with Corps maintenance priorities. It can be used and referenced in applications for follow-up grant funding for projects utilizing federal or state programs.

The Corps has reached out to us regarding a proposed update of the prior report. They have already put together a tentative budget package so they can request funding through the federal budget. These packages require a letter of intent from a potential sponsor. They note that increased funding is possible and in-kind credits are available. This package would be for federal fiscal year 2026, but a complete package would make us potentially eligible for funding before that time through discretionary funding that Congress typically adds to the Corps budget, or as a line-item add to their budget. This is a project that could have local partners along with us like MD DNR, the Town of Ocean City, and the National Park Service.

We would like to respectfully request approval to express interest in this intent to initiate a study partnership to address an update of the 1998 study to review the increasing water resource issues in the inlet and the opportunities for solutions. I have taken the liberty of attaching a prepared letter that expresses our interest in investigating problems related to flooding, ecosystem restoration, and navigation. The letter is non-binding, but expresses that there is interest locally for this study update.

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

Attachment

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



OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

September 7, 2023

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

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

Colonel Estee Pinchasin
 Commander, Baltimore District
 US Army Corps of Engineers
 2 Hopkins Plaza
 Baltimore, MD 21201

RE: Water Resources Report
 Ocean City Inlet & Harbor

Dear Colonel Pinchasin-

The Worcester County Commissioners reviewed this matter at their meeting on September 5, 2023. Based on recent issues in the Ocean City area, we are looking at the potential to update our *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. Navigation and physical environment conditions have notably changed in the Ocean City Inlet since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.


We write on behalf of Worcester County to express our willingness to participate as the sponsor for the update of the *1998 Water Resources Study* in partnership with the U.S. Army Corps of Engineers (USACE). Our partnership will provide an opportunity for us to cooperatively conduct an update of the prior ecosystem restoration feasibility study and an integrated environmental assessment for the inlet. Worcester County understands that a study cannot be initiated unless it is selected as a New Start study with associated allocation of federal funds provided through the annual congressional appropriations process. If selected, we intend to sign a Feasibility Cost Sharing Agreement (FCSA) to initiate the study with USACE which targets completion of the feasibility study within three years.

After signing the FCSA, a Project Management Plan will be developed and agreed upon by Worcester County, our local and state partners and USACE. The study will be conducted and managed by USACE. The cost-share for the study is based on a 50 percent contribution by the federal government with local and state partners providing 50 percent contribution provided in cash or by a combination of cash and in-kind services. This letter constitutes only an expression of intent to initiate a study partnership to address the specified water resources problems and is not a contractual obligation. We acknowledge and understand that work on the study cannot commence until it is included in the administration's budget request, until funds are appropriated by congress, and until an FCSA is signed. Likewise, our participation

as the sponsor of the study is subject to state and local funding appropriations. It is also our understanding that we or USACE may opt to discontinue the study at any time after the FCSA is signed. If it is determined that additional time or funding is necessary to support decisions to be made in order to complete the study, Worcester County and our local and state partners will work with USACE to determine the appropriate course of action.

Thank you for your consideration of this request. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,



Anthony W. Bertino, Jr.
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Terry McGean, Town of Ocean City
Hugh Hawthorne, National Parks Service
Christine Conn, MD DNR

Colonel Estee Pinchasin
Commander, Baltimore District
U.S. Army Corps of Engineers
2 Hopkins Plaza
Baltimore MD

RE: Water Resources Report
Ocean City Inlet & Harbor

January 4, 2024

Dear Colonel Pinchasin,

Thank you for your continued partnership, support and commitment to ensuring the maintenance of our navigable waterways, recognizing the strong role they play in Maryland's healthy economy, ecology and environment. The Maryland Department of Natural Resources fully supports Worcester County's intent to serve as lead non-Federal sponsor on the New Start Study to update the *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Study* in partnership with the U.S. Army Corps of Engineers, Baltimore District.

Our agency is prioritizing innovative and collaborative approaches to improving Maryland's waterways for commercial, recreational, and ecological purposes. By taking a proactive approach, updating previously conducted feasibility analyses and incorporating new research, science and data, we can work together to ensure our waterways are not only more resilient to climate change and more equitably accessible to Maryland's communities but also support the numerous industries and livelihoods that depend on a healthy and thriving Chesapeake and Coastal Bays.

The Maryland Department of Natural Resources is prepared to provide financial support and technical assistance as a partner to Worcester County, contributing to their non-Federal sponsor cost-share. We are confident that DNR's specialized expertise, research and Bay/Coastal Bays mapping conducted in-house will offer critical information to the project team advancing the goals of this Study.

Thank you again for your continued support of Maryland's aquatic natural resources and waterways. Thank you for your consideration of Worcester County's Ocean City Inlet and Harbor *New Start Study* request. We look forward to building upon our strong partnership to move this important initiative forward.

Sincerely,



Josh Kurtz
Secretary

Cc: Anthony W. Bertino, Jr., Worcester County
Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Terry McGean, Town of Ocean City
Hugh Hawthorne, National Parks Service
Robert Mitchell, Worcester County

Colonel Estee Pinchasin
Commander, Baltimore District
US Army Corps of Engineers
2 Hopkins Plaza
Baltimore, MD 21201

RE: Continuing Authorities Program Section 107
Ocean City Inlet & Harbor
Design and Implementation

Dear Colonel Pinchasin-

The Worcester County Commissioners recently reviewed an opportunity to be Based on recent issues in the Ocean City area, we are looking at the potential to update our *1998 Ocean City, Maryland, and Vicinity, Water Resources Study, Feasibility Report and Integrated Environmental Impact Statement (EIS)*. Navigation and physical environment conditions have notably changed in the Ocean City Inlet since the recommendations included in the original study, and shoaling impacts are increasing at an alarming rate since Hurricane Sandy in 2013.

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Thank you for your consideration of this request. If you should have any questions, please feel free to contact either me or Weston S. Young, Chief Administrative Officer, at this office.

Sincerely,

Anthony W. Bertino, Jr.
President

cc: Congressman Andy Harris
Senator Mary Beth Carozza
Delegate Wayne Hartman
Delegate Charles J. Otto
Christine Conn, MD DNR
Paul Ellington



Worcester County Department of Environmental Programs

Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863

Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS
 Director, Environmental Programs

A handwritten signature in blue ink, appearing to be "RJ Mitchell".

Subject: **Delegation Agreement**
 Transient Non-Community Water Systems

Date: 2/12/24

The Department of Environmental Programs has received the renewal of our Delegation Agreement with the Maryland Department of the Environment (MDE) regarding oversight of the Transient Non-Community (TNC) water systems in Worcester County. The state has extended the agreement to four (4) years, which will cover program activities in fiscal years 2024-2028 (October 1, 2023 through December 31, 2027). This year, additions to the agreement include an increase to the baseline system amounts, will nearly double our total yearly payment for meeting the sanitary survey goal. There is also a reporting requirement for Legionella outbreaks.

TNC's are water systems that do not serve communities, but do serve a business or property that does not regularly serve at least 25 of the same individuals 6 months per year. Environmental Programs currently oversees nearly 100 of these systems in Worcester County, and these types of systems provide potable water to restaurants, motels, campgrounds, offices, recreational facilities and parks.

The primary responsibility of this program is the enforcement of the Federal Safe Drinking Water Act and its associated regulations in Maryland. In addition to water sampling, Environmental Programs also manages the data relative to the program, conducts sanitary surveys of the systems, and provides educational and enforcement services for these systems. We have managed and run this delegated program in its entirety since 1999. From the time of the initial program startup, the program has been very well received by MDE and is audited tri-annually for performance.

We respectfully request that the County Commissioners authorize Commissioner Bertino to sign the agreement where indicated. The continuance of this program will provide a tremendous serve to the property owners of Worcester County for the next four years.

As always, I will be available to discuss the matter with you and the County Commissioners at your convenience.

Attachment

cc: Lynn Wright

DELEGATION AGREEMENT
between
MARYLAND DEPARTMENT OF THE ENVIRONMENT
and
WORCESTER COUNTY, MARYLAND
DEPARTMENT OF ENVIRONMENTAL PROGRAMS
regarding
Oversight of Transient Noncommunity Water Systems

THIS DELEGATION AGREEMENT (hereafter referred to as “the Agreement”), executed in duplicate, is effective as of October 1, 2023, by and between the Secretary (the “Secretary”) of the Maryland Department of the Environment, acting for and on behalf the State of Maryland (hereafter referred to as “MDE”) and Worcester County, Maryland Department of Environmental Programs acting by and through its Director of Environmental Programs (hereafter, the “County Health Officer”).

- WHEREAS:** The Secretary has primary responsibility for enforcement of the federal Safe Drinking Water Act and its associated regulations in Maryland pursuant to Environment Article §9-402 of the Annotated Code of Maryland (hereinafter the “Code”); and
- WHEREAS:** Pursuant to §1-301 of the Environment Article of the Code, the Secretary is responsible for carrying out and enforcing the provisions of the Environment Article, Title 1 and Title 9, Subtitle 4 of the Code, and the rules and regulations adopted under this Article; and
- WHEREAS:** The Secretary has delegated to the MDE Director of the Water and Science Administration the regulatory, administrative and legal authority to perform certain functions consistent with MDE policies and procedures, including enforcement actions, and response to actions, to perform plan review, and to enter into memoranda of understanding and legally binding agreements; and
- WHEREAS:** The Secretary under the Environment Article §1-301 and §9-404 of the Code may delegate duties, powers and functions to a health officer for a county or to another county official authorized to administer and enforce environmental laws; and
- WHEREAS:** Pursuant to the Drinking Water State Revolving Fund program established by Section 1452 of the Safe Drinking Water Act, the Department has received an award from the EPA for the FY2022 Drinking Water State Revolving Fund Capitalization Grant in the total amount of \$12,837,000, which includes an award to support Assistance to State Programs (a “State Assistance Set-Aside”) in the amount of \$1,283,700, awarded September 15, 2022 for the period of July 1, 2022 to June 30, 2029 (CDFA #66.468; FAIN #99364822), of which no subawards to the Worcester County, Maryland Department of Environmental Programs are included; and

WHEREAS: Pursuant to the Drinking Water State Revolving Fund program established by Section 1452 of the Safe Drinking Water Act, as amended by the Bipartisan Infrastructure Law (BIL) of 2021 (P. L. 117-58), the Department has received an award from the EPA for the FY2023 Drinking Water State Revolving Fund BIL General Supplemental Capitalization Grant in the total amount of \$48,121,700, which includes an Assistance to State Programs Set-Aside in the amount of \$4,344,700 awarded September 5, 2023 for the period of July 1, 2023 to June 30, 2030 (CDFA #66.468; FAIN #95327101), of which a subaward of \$206,562.50 to the Worcester County, Maryland Department of Environmental Programs is included; and

WHEREAS: Pursuant to § 1-404 of the Environment Article of the Annotated Code of Maryland, the Department may apply for, receive, and spend grants-in-aid by the federal government or any of its agencies or any other federal funds made available to the Department for use in carrying out the powers and duties of the Secretary of the Environment or the Department; and

WHEREAS: Pursuant to § 9-1605.1 of the Environment Article of the Annotated Code of Maryland, the Department may use amounts deposited in the Drinking Water Loan Fund for any purpose authorized for any federal funds deposited in the Drinking Water Loan Fund including, without limitation, any purpose authorized by the federal Safe Drinking Water Act; and

WHEREAS: As a result, the Department is providing financial assistance from the State Assistance Set-Aside for the Worcester County, Maryland Department of Environmental Programs to implement SDWA activities of transient noncommunity water systems within its jurisdiction as a designee of the Secretary and MDE.

NOW THEREFORE, pursuant to Maryland law, the Secretary delegates to the County Health Officer, and the County Health Officer agrees to accept delegation authority, to perform those functions and duties described in this Agreement under the terms and conditions described herein.

I. Purpose

The purpose of this Agreement is to provide the County Health Officer with the authority and the funds to implement SDWA activities of transient noncommunity water systems within its jurisdiction as a designee of the Secretary and MDE.

This Agreement delineates the responsibilities of the Water and Science Administration

(hereafter referred to as “the Administration”), and the County Health Officer as they relate to public water supplies in Worcester County.

II. Applicability

The Administration is responsible for implementing SDWA activities of public water systems. Under this Agreement, the County Health Officer accepts delegation for regulating SDWA activities of transient noncommunity water systems within its jurisdiction.

III. Definitions; Rules of Construction

Unless the context clearly indicates to the contrary, in this Agreement, (i) words importing the singular number include the plural number and words importing the plural number include the singular number and (ii) words of the masculine gender include correlative words of the feminine and neutral genders. The following definitions are subject to the definitions provided in Environment Article §§9-401 et. seq. and COMAR 26.04.01, and in the event of a conflict between the definitions provided herein and those laws, the laws will prevail. Unless specifically provided otherwise or the context otherwise requires, when used in this Agreement, each term used in this Agreement which is defined in the Recitals shall have the meaning given to such term in the Recitals and:

A. *Bacteriological Sample Siting Plan (BSSP)*- means a written siting plan that identifies sampling sites and a sample collection schedule. The sampling sites and collection schedule shall be representative of water throughout the distribution system for a Public Water System. Routine and repeat sample sites, and any sampling points necessary to meet the Ground Water Rule requirements, as incorporated by reference into COMAR 26.04.01.01-1, should be reflected in the sampling plan. The plan may be reviewed, revised and approved by the County Health Officer, as appropriate.

B. *Community Water System* – means a Public Water System that:

- (1) Serves at least 15 service connections used by year-round residents of the area served by the system; or
- (2) Regularly serves at least 25 year-round residents.

C. *Groundwater Under the Direct Influence of Surface Water (GWUDI)*-means any water beneath the surface of the ground with significant occurrence of insects or other microorganisms, algae, or large diameter pathogens such as *Giardia Lamblia* or *Cryptosporidium*, or significant and relatively rapid shifts in water characteristics such as turbidity, temperature, conductivity, or pH which closely correlate to climatological, or surface water conditions. Direct influence must be determined for individual sources in accordance with the criteria established by MDE.

D. *Noncommunity Water System* - means a Public Water System that is not a Community Water System.

E. *Nontransient Noncommunity Water System* - means a Public Water System that is not a Community Water System and that regularly serves at least 25 of the same individuals over 6 months per year.

F. *Public Water System*:

(1) "Public water system" means a system that:

(i) Provides water for human consumption through pipes or other constructed conveyances; and

(ii) If such system:

(a) Has at least fifteen service connections; or

(b) Serves an average of at least twenty-five individuals daily at least sixty days out of the year.

(2) "Public water system" includes:

(i) Any collection, treatment, storage, or distribution facility that is under the control of the operator of the system and is used primarily in connection with the system; and

(ii) Any collection or pretreatment storage facility that is not under the control of the operator and is used primarily in connection with the system.

G. *Sanitary Survey* – means an on-site review of the water source, facilities, equipment, operation and maintenance of the Public Water System for the purpose of evaluating the adequacy of such sources, facilities, equipment, operation and maintenance for producing and distributing safe drinking water.

H. *Seasonal System* – means a Noncommunity Water System that is not operated as a Public Water System on a year-round basis, and starts up and shuts down at the beginning and end of each operating season. These systems must demonstrate completion of an approved start-up procedure prior to serving water to the public. The Seasonal System may be exempted from this requirement if the entire distribution system remains pressurized during the entire period that the system is not operating.

I. *Site Visit* - means an initial or recurring annual site visit that is equivalent to a Level 2 assessment under the Revised Total Coliform Rule ("RTCR"; 40 CFR 141 Subpart Y) and that reviews and identifies inadequacies in a Bacteriological Sample Siting Plan (defined above), individual sample sites, sample protocol, sample processing, atypical events that may affect distributed water quality or indicate that distributed water quality may be impaired, changes in distribution maintenance and operation that may affect distributed water quality, source and treatment considerations that bear on distributed water quality, and existing water quality monitoring data.

J. *Transient Noncommunity Water System* - means a Noncommunity Water System that does not regularly serve at least 25 of the same individuals over 6 months per year.

K. *Treatment Technique Trigger (TTT)* – has the meaning given to it by COMAR 26.04.01.11-4 (I).

IV. Scope of Work

A. County Health Officer's Responsibility

The County Health Officer agrees to enforce Safe Drinking Water Act ("SDWA") and State requirements to assure that Transient Noncommunity Water Systems in Worcester County provide water to their consumers that meets legal requirements and comply with federal SDWA requirements and Maryland law governing Transient Noncommunity Water Systems. As part of the County Health Officer's responsibility under this Agreement, the County Health Officer agrees to the following:

(1) *Oversight of Transient Noncommunity Water Systems* – The County Health Officer shall carry out and enforce the following regulatory requirements for all Transient Noncommunity Water Systems in Worcester County in accordance with SDWA, and federal regulations, and Maryland law and Maryland regulations governing Transient Noncommunity Water Systems.

- i. Water Quality Monitoring – The County Health Officer shall ensure that Transient Noncommunity Water Systems are monitored in accordance with COMAR 26.04.01, Quality of Drinking Water in Maryland, for coliform bacteria, E. Coli, nitrites, and nitrates. In accordance with regulations, the County Health Officer shall review periodically a Transient Noncommunity Water System's compliance history and adjust monitoring frequency as necessary to comply with regulations. The County Health Officer shall require that samplers that collect compliance samples for the Transient Noncommunity Water Systems have a valid State sampler certification.
- ii. Bacteriological Sample Siting Plan (BSSP) - The County Health Officer shall ensure that each system has an approved BSSP as required by the Revised Total Coliform Rule ("RTCR"; 40 CFR 141 Subpart Y). The County Health Officer may use the BSSP template provided by the Administration. The County Health Officer shall review the BSSPs during the Sanitary Surveys or annual assessments, and require amendments as needed.
- iii. On-Site Evaluations of Transient Noncommunity Water Systems
 - a. Sanitary Surveys– The Administration has established, and the County Health Officer agrees to, the following goal for Sanitary Surveys ("Sanitary Survey Goal"): The County Health Officer shall conduct Sanitary Surveys for Transient Noncommunity Water Systems without surface water or GWUDI sources at least once every five years, and for Transient Noncommunity Water Systems with surface water or GWUDI sources no less frequently than once every three years, as determined on September 30th of each calendar year of this Agreement. The County Health Officer agrees to use inspection criteria as described in the MDE Transient Noncommunity Water System Guidance Manual, as updated (latest version dated September 20, 2016), a copy of which has been provided to

- the County Health Officer by the Administration (“MDE Guidance Manual”).
- b. Annual Site Visits for RTCR Reduced Monitoring - The County Health Officer shall complete an annual site visit for all Transient Noncommunity Water Systems that are on reduced monitoring (annual frequency) for coliform bacteria.
 - c. Level 1 and 2 Assessments - The County Health Officer agrees to ensure that the correct Level 1 or 2 Assessment, as defined in COMAR 26.04.01.01, is conducted following a Treatment Technique Trigger (TTT) for coliform bacteria and/or E. coli as required by the RTCR. The County Health Officer agrees to track compliance monitoring data to determine whether a Level 1 or Level 2 Assessment is required as described in the MDE Guidance Manual and COMAR 26.04.01.11-3.
 - d. Seasonal Systems – The County Health Officer will identify the Transient Noncommunity Water Systems that are seasonal. The County Health Officer will require Seasonal Systems to implement start-up procedures, and to increase coliform monitoring during peak visitor periods (monthly or quarterly, in accordance with COMAR 26.04.01), and as further described in the MDE Guidance Manual.
- iv. Data Management – The County Health Officer shall maintain an up-to-date inventory of Transient Noncommunity Water Systems.
- v. Enforcement –
- a. The County Health Officer shall take compliance and enforcement actions consistent with State laws and regulations, the MDE Guidance Manual, and the Administration's policies.
 - b. The County Health Officer may take informal compliance and enforcement actions based on State laws and regulations, such as telephone contacts, site visits (including technical assistance if applicable), and conferences.
 - c. The County Health Officer may issue written notices of violation (NOV) and enter into written administrative consent orders as provided by State laws and regulations. NOVs will be technically accurate, legally sound, and conform with the templates provided in the MDE Guidance Manual. Drafts of administrative consent orders shall be discussed and reviewed with Administration staff and approved by the Attorney General's office as to form and legal sufficiency prior to being issued. The County Health Officer may assess penalties against Transient Noncommunity Water Systems based on Title 9, Subtitle 4 of the Environment Article of the Code, and any monies collected shall go into the State’s Clean Water Fund.
 - d. The County Health Officer agrees to track the correction of any sanitary defects that are identified by a Transient Noncommunity Water System or the County Health Officer.
 - e. The County Health Officer may take compliance and enforcement actions based on applicable local laws, and in such instances, the County Health Officer would be responsible for obtaining local legal representation. The County Health Officer shall obtain assurances from the Worcester County Attorney that legal representation will be provided to the County Health Officer for those cases involving local code enforcement. It is recommended that code citation for enforcement actions be limited

to either the State law or local law to clearly delineate the legal responsibility for representation.

- f. If and when all local resources have been exhausted and failed to remedy the violation(s), a County Health Officer shall refer the case to MDE for enforcement within 30 days. A request for enforcement shall be referred to the Director of the Administration, who shall review it and, if appropriate, shall refer the request for enforcement to the Office of the Attorney General. If the Director does not refer the request to the Office of the Attorney General, the County Health Officer will be notified within 30 days.
- vi. Complaint Investigation – The County Health Officer will take the lead on investigating complaints regarding Transient Noncommunity Water Systems. The Administration will be available to offer technical advice. The Administration agrees to forward all complaints regarding Transient Noncommunity Water Systems to the County Health Officer.
 - vii. Reporting to MDE -The County Health Officer shall provide the Administration with a quarterly report that includes any changes to the inventory of Transient Noncommunity Water Systems, including system name changes, population changes, contact changes, and systems added to the inventory, as well as the dates that Sanitary Surveys were conducted. The results of all monitoring data conducted during that period as well as any maximum contaminant level (MCL) violations and enforcement actions taken shall be included.
 - a. This report shall be submitted no later than the 30th of the month following the end of the quarter, i.e., for the quarter January -March the report would be due by April 30th. Data shall be submitted in a digital format acceptable to the Administration. If digital format is not available, the County Health Officer will provide a hard copy of the report.
 - b. The County Health Officer agrees to provide the Administration with a list of all inventoried facilities, the compliance status of each system, and for noncompliant Transient Noncommunity Water Systems, the enforcement actions that have been taken to achieve compliance each year.
 - viii. Groundwater Under the Direct Influence (GWUDI) Evaluations For New Sources
 - a. The County Health Officer agrees to sample or require the water supplier of a Transient Noncommunity Water System to sample all new sources following the GWUDI sampling protocol as described in the MDE Guidance Manual. The County Health Officer agrees to provide the sampling data to the Administration. The County Health Officer agrees not to issue a Certificate of Potability (COP) unless the sampling protocols have been implemented.
 - b. If any raw water sample for a new well tests positive for *E.coli*, the County Health Officer agrees that it shall not issue a COP for that source that had positive *E. coli* in any source water sample, without consultation with the Administration. The County Health Officer shall provide the Administration with all raw water sample results for samples collected from a source with positive *E. coli*. The County Health Officer shall provide the Administration a copy of the well tag number and well completion report for these sources. The County Health Officer shall inform the Administration of all of the dates

- when the well was disinfected.
- c. If in the County Health Officer’s judgment, the positive *E.coli* of the new source is due to faulty well construction, the County Health Officer shall require the well construction to be corrected or the well abandoned and sealed. The County Health Officer shall notify the Administration of its decision and the results of the follow-up sampling.
 - d. The County Health Officer agrees to not issue a COP for those sources determined by the Administration to require filtration treatment pursuant to the Surface Water Treatment Rule, as incorporated by reference in COMAR 26.04.01.01-1, until the water supplier obtains approval of its proposed treatment from the Administration and the well is inspected by the County Health Officer to ensure that the approved treatment is properly installed and operational, and is maintained on a regular basis.

(2) Reporting Potential Legionella Outbreaks in Transient Noncommunity Water Systems – The County Health Officer shall notify the Water Supply Program of the Administration (“Water Supply Program”) within 24 hours when a Legionella investigation potentially identifies a Transient Noncommunity Water System as the source of a Legionella outbreak. The Water Supply Program will assist the facility with remediation activities that may result in the installation of permanent water treatment systems. In some cases, the facilities are classified as "Consecutive Water Systems" and regulated under the Safe Drinking Water Act.

B. Administration’s Responsibility

The Administration agrees to:

- (1) *Training* - The Administration will be available to provide technical assistance and training to the County Health Officer for Sanitary Surveys, regulations and program policies.
- (2) *GWUDI Determination Procedures* - The Administration agrees to review the raw water data collected from Transient Noncommunity Water Systems following the GWUDI sampling protocol described in the MDE Guidance Manual, and to notify the County Health Officer if the Administration determines that the new well is under the direct influence of surface water and requires disinfection and filtration in accordance with national primary drinking water regulations. When requested by the County Health Officer, the Administration will provide training and guidance regarding the application of appropriate treatment technology for wells found to be under the direct influence of surface water.

V. Quality Assurance

A. Performance Evaluations – The Administration will conduct a program performance evaluation of delegated activities. These evaluations will be conducted to assure statewide consistency in enforcement of State regulations and to serve as a valuable resource in program development. Administration staff will perform triennial evaluations of the technical, financial, and programmatic aspects of the delegated program.

Administration employees may accompany the County Health Officer on inspections and may review all records relating to the performance of activities under this Agreement. Inspections will be conducted only after prior notice is provided to the County Health Officer.

B. *Laboratory Services* – Water samples shall be collected by an individual who is a State-certified water sampler and shall be sent to a State-certified laboratory for analysis. The sampler will use approved sample bottles and standardized reporting forms.

C. *Meetings* -- The Administration may hold periodic meetings with the County Health Officer to provide the County Health Officer with updates on legal and policy issues relating to Transient Noncommunity Water Systems.

D. *Concurrent Jurisdiction* – The Administration shares concurrent authority with the County Health Officer with respect to Transient Noncommunity Water Systems. The Administration may assume responsibility for the resolution of any issue concerning Transient Noncommunity Water Systems where the County Health Officer cannot or does not achieve resolution. The Administration is the governing authority on any matter concerning Transient Noncommunity Water Systems, and may overrule a decision of the County Health Officer concerning Transient Noncommunity Water Systems.

VI. Retention of Records

The County Health Officer shall retain and maintain all records and documents relating to Transient Noncommunity Water Systems in accordance with, and for the time period specified in, MDE's applicable file retention policy. Notwithstanding the foregoing, the County Health Officer shall retain and maintain all project and accounting records and documents relating to this Agreement for a minimum period of five years after MDE conducts close out of the grant, or three years after final payment by the State, or until the expiration of any applicable statute of limitations, whichever is longer.

The County Health Officer shall make such records and documents available for inspection and audit by authorized representatives of the Secretary or the Environmental Protection Agency, including the Procurement Officer (defined below) or designees, at all reasonable times.

This provision shall survive the expiration or termination of this Agreement.

VII. Financial Provisions

This Agreement is subject to, and the County Health Officer agrees to comply with all the requirements of, the Conditions of Financial Assistance Award for projects using federal grant funds from the Drinking Water State Revolving Fund Program (CFDA 66.468) and the Safe Drinking Water Act, which are attached as APPENDIX B to this Agreement and expressly incorporated by reference herein ("Grant Conditions"). In the event that there are changed or additional conditions on the DWSRF Grant in future fiscal years, this Agreement will be subject to, and the County Health Officer will be required to execute and

comply with, all the requirements of the new Conditions of Financial Assistance Award for projects using federal grant funds from the Drinking Water State Revolving Fund Program (CFDA 66.468) and the Safe Drinking Water Act.

The Administration agrees to pay the County Health Officer an annual funding amount for implementing the Transient Noncommunity Water Systems program, plus an adjustment based on the number of Transient Noncommunity Water Systems and based on source classification (i.e. groundwater, surface water, and groundwater under the influence of surface water) for which the County Health Officer performs the functions detailed in Article IV of this Agreement. The Administration also agrees to pay the County Health Officer an additional amount for achieving the Sanitary Survey Goal set forth in Article IV for each federal fiscal year. Such funds shall be used solely and exclusively for tasks performed and materials required in accordance with this Agreement. Such funds shall be expended substantially in accordance with the Budget Detail for this Agreement, attached as APPENDIX A to this Agreement and expressly incorporated by reference herein.

Within 30 days after the end of each federal fiscal quarter, the County Health Officer will submit to MDE an invoice with the quarterly report to the Administration to request payment for the previous three-month period. Failure to do so could result in delay or denial of payment. One-fourth of the annual funding amount will be available for payment at the end of each federal fiscal quarter. The Administration will pay submitted invoices within 30 days after receipt.

The MDE purchase order number must appear on all invoices submitted by the County Health Officer to MDE payment. All invoices shall be mailed to

Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, Maryland 21230
Attention: Accounts Payable

Please also email a copy of the invoice, and all relevant documentation related to the invoice to:

Ashley Evans
Water & Science Administration
ashley.evans2@maryland.gov

The County Health Officer shall submit all Sanitary Survey reports to the Administration with the final quarterly report of the federal fiscal year (FFY). The Administration will determine whether the County Health Officer has met the Sanitary Survey Goal and notify the County Health Officer in writing whether the Sanitary Survey Goal has been satisfactorily completed. If the Sanitary Survey Goal has been met, the County Health Officer may submit an invoice for the additional amount. The criteria for achieving the Sanitary Survey Goal are included in Article IV of this Agreement.

The County Health Officer and the Administration agree that if the Financial Provisions section of this Agreement is modified by amendment to reflect either an increase or decrease in

funding to the County Health Officer, the remainder of this Agreement remains valid. The County Health Officer understands and agrees that the Maryland Department of the Environment, as a State Agency, is dependent upon federal and State appropriations for its funding, and the action of Congress and the Maryland General Assembly may preclude continual or annual funding for this Agreement.

The Administration has the right to withhold funding if the terms and conditions of this Agreement are not met. The Administration will notify the County Health Officer in writing of program deficiencies that may impact funding. The County Health Officer will have 60 days to respond to the Administration.

VIII. Previous Agreements

This Agreement supersedes all previous agreements between the parties relating to the subject matter covered by this delegation agreement.

IX. Amendments

This Agreement may only be amended in writing by mutual consent of the parties.

X. Assignment and Subcontracting

The parties agree that no assignment or transfer of this Agreement, or of any interest in this Agreement, will occur unless both parties agree in writing. The parties agree that no services required under this Agreement may be performed under a subcontract unless both parties agree in writing.

XI. Severability

It is understood and agreed by the parties that if any term or provision of this Agreement is held to be illegal or in conflict with Maryland law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

XII. Duration of the Agreement

Upon execution by both parties, this Agreement shall be effective as of October 1, 2023, and continue up to and including December 31, 2027.

XIII. Termination

This Agreement may be terminated at any time by mutual agreement or by either party providing sixty (60) days' notice in writing to the other party. Termination of the Agreement by the County Health Officer prior to the completion of the work provided for herein shall result in the

immediate remittance of funds to MDE for the uncompleted portion of the work.

Notwithstanding the preceding paragraph, MDE reserves the right to terminate this Agreement at any time if funding is unavailable. If the General Assembly fails to appropriate funds or if funds are not otherwise available for performance by MDE, this Agreement shall be canceled automatically upon notice by MDE to the County Health Officer that funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State of Maryland's rights or the County Health Officer's rights under any termination clause in this Agreement. The effect of termination of this Agreement hereunder will be to discharge all of the parties hereto, the County Health Officer and the State of Maryland/MDE, from future performance of this Agreement, but not from their rights and obligations existing at the time of termination. The County Health Officer shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Agreement. The State of Maryland shall notify the County Health Officer as soon as it has knowledge that funds may not be available for the continuation of the Agreement.

XIV. Enforcement of this Agreement

The failure of MDE to enforce at any time the provisions of this Agreement, or to exercise any option which is herein provided, or to require at any time performance by the County Health Officer of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of this Agreement or any part thereof, or the right of MDE to enforce each and every such provision.

XV. Merger

This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations referring to the subject matter, other than those contained herein or incorporated herein by reference.

XVI. Maryland Law

Maryland Law governs this Agreement.

XVII. No Third-Party Beneficiaries

Nothing in this Agreement shall be construed to: a) provide a benefit to any third party; (b) operate in any way as a promise, covenant, warranty or other assurance to any third party; or (c) create any obligation to any third party.

XVIII. Successive Office Holders

This Agreement shall inure to the benefit of and shall be binding upon each party and its respective successors and assigns.

XVIX. Assurances

Federal Requirements. To comply with Federal Funded Accounting and Transparency Act (“FFATA”), the Contractor confirms that it is registered with Central Contract Registration (CCR) and provides the following information:

The Unique Entity Identifier (UEI) number: _____.

XX. AGREEMENT REPRESENTATIVES

The following individuals shall be points of contact under this Agreement for their respective parties:

MDE: Gregory Busch
Administrator, Water Supply Program
Maryland Department of the Environment
1800 Washington Boulevard
Baltimore, MD 21230
Telephone: (410) 537-3702

Worcester County: Robert Mitchell, LEHS, REHS
Director of Environmental Programs,
Worcester County Government Center
1 West County Government Center
Snow Hill, MD 21863
Telephone: 410.632.1220

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed.

**WORCESTER COUNTY, MARYLAND
Department of Environmental Programs**

Anthony W. Bertino, Jr., President of the Board of County Commissioners Date

Robert Mitchell, LEHS, REHS, Director of Environmental Programs Date

MARYLAND DEPARTMENT OF THE ENVIRONMENT

D. Lee Currey date
Director
Water and Science Administration
Maryland Department of the Environment

Tom French (or Designee) date
Director
Operational Services Administration
Maryland Department of the Environment

Approved as to form and legal sufficiency this

_____ day of _____, 2023

Rebecca Balint Reske, Assistant Attorney General Lynn Angotti, Deputy Counsel

APPENDIX A

BUDGET DETAIL

Worcester County, Maryland

The County Health Officer agrees to enforce Safe Drinking Water Act (“SDWA”) and State requirements to assure that transient noncommunity water systems in Worcester County provide safe water to their consumers and comply with federal SDWA requirements and Maryland law governing transient noncommunity water systems.

FUNDING Quarter 1 of FFY2024 – Quarter 1 of FFY2027 (October 1, 2023 to December 31, 2027): not to exceed \$206,562.50

Annual Funding Formula:

The Annual Funding Formula is based on a fixed Baseline Funding Amount for each County, the number of non-GWUDI transient noncommunity water systems (TNCWS), the number of seasonal TNCWS, and the number of GWUDI TNCWS.

In addition, there is a bonus of \$2,500 per year for meeting 100% completion of the Sanitary Survey Goal. The bonus will be available at the end of each FFY covered in this agreement.

The Total Funding is based on the following formula:

$$\text{Total Funding} = A+B+C+D+E$$

where

$$A = \text{Baseline Funding Amount} = \$35,000$$

$$B = \text{Non-GWUDI transient noncommunity water systems} \times \$100$$

$$C = \text{Seasonal transient noncommunity water systems} \times \$75$$

$$D = \text{GWUDI or Surface Water transient noncommunity water systems} \times \$750$$

$$E = \text{Sanitary Survey Goal} = \$2,500$$

One fourth of the FFY Annual Funding Amount will be available for payment at the end of the first federal fiscal quarter of FFY2028. The remainder of the FFY2028 amount, including the Sanitary Survey Goal amount, if any, will be addressed in a future agreement.

FFY2024 Funding:

$$\text{FFY2024 Annual Funding} = \$35,000 + \$9,300 + \$1,950 + \$0 = \$46,250$$

One fourth of the FFY2024 Annual Funding amount will be available for payment at the end of each federal fiscal quarter (\$11,562.50).

Depending on the 100% completion of Sanitary Survey Goal the Total Funding is:

$$\text{FY2024 Total Funding} = \text{FY2024 Annual Funding} + \$2,500 = \$48,750.$$

APPENDIX B

**CONDITIONS OF FINANCIAL ASSISTANCE AWARD
FOR PROJECTS USING FEDERAL GRANT FUNDS FROM
THE DRINKING WATER STATE REVOLVING FUND PROGRAM AND THE
SAFE DRINKING WATER ACT, AS AMENDED BY THE BIPARTISAN
INFRASTRUCTURE LAW OF 2021 (CFDA 66.468)**

Upon the receipt of grant funding from the Maryland Department of the Environment (the "Department"), the following conditions are understood and accepted as binding upon the recipient organization (the "Contractor"):

1. The Contractor agrees to comply with the EPA General Terms and Conditions Effective October 1, 2022, as applicable, available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>
2. The Contractor agrees to utilize the Safe Drinking Water Act funds for the eligible project costs as described in the Memorandum of Understanding.
3. Management fees or similar charges in excess of direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under the Memorandum of Understanding. Management fees or similar charges may not be used to improve or expand the project funded by the Memorandum of Understanding, except to the extent authorized as a direct cost of carrying out the scope of work.
4. The Contractor agrees to secure sufficient funds to cover all project costs not financed by Safe Drinking Water Act funds in order to complete the project.
5. The Contractor agrees to immediately notify the Department of its inability to proceed with the project due to a lack of funds to cover project costs not financed by Safe Drinking Water Act funds or for any other reason.
6. The Contractor agrees to adhere to the schedule developed in coordination with the Department and required by the Memorandum of Understanding.
7. The Contractor agrees to comply with the Procurement Standards in 2 CFR Part 200 including those requiring competition when the Contractor acquires goods and services from contractors, including consultants.

8. The Contractor agrees to comply with the requirements of the U.S. Environmental Protection Agency's Program for Utilization of Minority and Women Business Enterprises (M/WBE) contained in 40 CFR, Part 33, in all procurements, and require any prime contractors and A/E firms to do the same, consistent with the Department's Disadvantaged Business Enterprise (DBE) Program procedures.
9. The Contractor agrees to make the affirmative good-faith efforts listed in (a) - (e) below. Additional information on the Department's M/WBE goals is available on the website. The required affirmative steps, as outlined in 40 CFR 33.301 are as follows:
 - (a) Place qualified minority business enterprises (MBEs) and women's business enterprises (WBEs) on the solicitation list.
 - (b) Assure that MBEs and WBEs are solicited whenever they are potential sources.
 - (c) Divide total requirements, when economically feasible, into small tasks or quantities, to permit maximum participation of MBEs and WBEs.
 - (d) Establish delivery schedules, where the requirement permits, which encourage participation by MBEs and WBEs.
 - (e) Use the services and assistance of the Maryland Department of the Transportation (MDOT). MDOT is designated as the primary agency within Maryland for listing and certifying MBEs.
 - (f) Contractor must require the prime contractor, if subcontracts are to be let, to apply the good faith efforts listed above (a)-(e).
10. The Contractor agrees to submit to the Department for review and approval all DBE and M/WBE participation information. This information must be provided to the Department semiannually by March 31 and September 30, as applicable, beginning with the federal fiscal year (Oct. 1 - Sept. 30) the Contractor receives the award.
11. The Contractor agrees to make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 40 CFR 36.200 - 230 and shall identify all known workplaces operating under this award and keep this information on file during the performance of the award.
12. The Contractor agrees to obtain prior written approval from the Department for all change orders that significantly alter the project. Change orders that do not significantly alter the project do not require prior approval; however, change orders must be submitted to the Department within 30 calendar days of execution, for eligibility review, if Safe Drinking Water Act funds are to cover the change order costs.
13. The Contractor agrees to comply with all requests for data related to the use of the funds and provide any reasonable information including reports concerning the project in a manner and form prescribed by the Department.
14. The Contractor agrees to seek all payments on a reimbursement basis, i.e., the Contractor

will not receive funds “up front,” unless otherwise authorized by the Department.

15. The Contractor agrees to allow a representative of the Office of the Inspector General to a) examine any of its records, records of its contractors, subcontractors and b) interview any of its officers or employees, subcontractors regarding this transaction. The Contractor is aware that providing false, fictitious or misleading information with respect to the receipt and disbursement of these funds may result in criminal, civil or administrative fines and/or penalties.
16. The Contractor agrees to maintain project and accounting records for a minimum period of five years after the Department conducts close-out of the grant, or for three years after final payment by the Department hereunder, or for any applicable statute of limitations, whichever is longer, and make them available to the Department for inspection and audit when requested.
17. The Contractor agrees to require, in their contract documents, the vendor(s) to maintain all project and accounting records relating to the grant for a minimum period of five years after the Department conducts close-out of the grant, or for three years after final payment by the Department hereunder, or for any applicable statute of limitations, whichever is longer, and indicate that the Contractor, the State or Federal government may audit any records in conjunction with a project, in person or by requesting a copy of the records.
18. As an entity receiving Federal financial assistance, the Contractor agrees to comply with all applicable federal nondiscrimination laws, including but not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application, and all applicable EPA civil rights regulations.
19. The Contractor agrees that no Safe Drinking Water Act funds are to be used in lobbying the federal government or in litigation against the U.S. unless authorized under existing law. The Contractor shall abide by 2 CFR Part 220, Part 225 and Part 230 which prohibit the use of grant funds for litigation against the U.S. or for lobbying or other political activities.
20. The Contractor agrees:
 - (a) To comply with 40 CFR Part 34: *New Restrictions on Lobbying*. The Contractor is

required to submit certifications and disclosure forms to the Department, which forms shall be provided to the Contractor.

- (b) To comply with the Byrd Anti-Lobbying Amendment, and understands that any prohibited expenditure under Title 40 CFR Part 34 or failure to file certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
21. The Contractor certifies that it is not organized as a Section 501(c)(4) non-profit organization as described in the Internal Revenue Code of 1986; or if it is a Section 501(c)(4) organization, it does not and will not engage in lobbying activities.
 22. The Contractor certifies that it is not Debarred or Suspended from receiving financial assistance and agrees to comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 regarding Debarment and Suspension. The Contractor agrees to include a similar term or condition in any subsequent lower tier covered transaction.
 23. The Contractor agrees to comply with the Resource Conservation and Recovery Act (RCRA) section that requires preference be given in procurement programs to purchase of specific products containing recycled materials in any acquisition of items exceeding \$10,000 or where the quantity of items in the preceding year was \$10,000 or more. See 42 U.S.C. 6962.
 24. The Contractor agrees to comply with Section 106 of the Trafficking Victims Protection Act of 2000, as amended and shall not engage, or have its employees engage, in (a) severe forms of trafficking in persons during the period of time that the award is in effect; (b) procure a commercial sex act during the period of time that the award is in effect; or (c) use forced labor in the performance of the award.
 25. The Contractor agrees to use recycled paper and double-sided printing for all reports that are prepared pursuant to, or as part of, the Memorandum of Understanding. This requirement does not apply to forms provided by EPA, or to Standard Forms, which are printed on recycled paper and are available through the federal General Services Administration.
 26. The Contractor shall ensure that awards comply with the standards in 2 CFR § 200.33 pertaining to the characteristics of awards to subrecipients and the characteristics of awards to contractors.
 27. The Contractor must promptly refer to EPA's Inspector General any credible evidence that an employee, contractor, subcontractor or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving funds.
 28. The Contractor shall not use Safe Drinking Water Act funds for a casino or other gambling establishment, aquarium, zoo, golf course or swimming pool.
 29. The Contractor shall ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with Safe Drinking Water Act funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended).

30. The Contractor shall follow proper operation and maintenance of all management practices that are implemented for projects funded under this grant, and such practices shall be operated and maintained in accordance with commonly accepted standards. The Contractor shall insert a similar provision in any lower tiered sub-agreement awarded by the Contractor.
31. The Contractor understands and agrees that funds for this project (including funds contributed as a cost share) may not be used to pay for the travel of Federal employees, or for other costs associated with Federal participation in this project unless the Federal agency is performing special technical assistance as allowed under the provisions of the Intergovernmental Cooperation Act.
32. The Contractor agrees to comply with 2 CFR Part 200 Single Audit Act, which requires the Contractor to obtain a single audit from an independent auditor if total federal expenditures exceed \$750,000 in any fiscal year. The Department will notify the Contractor of the amount of federal funds disbursed in any fiscal year.
33. The Contractor agrees that the Department may terminate financial assistance, if the Department determines in its discretion that there is:
 - (a) Failure to perform without good cause;
 - (b) Gross abuse or corrupt practices in the administration of the project;
 - (c) Poor, non-standard, or unsafe construction procedures;
 - (d) Failure to comply with any of the conditions of financial assistance award or applicable Federal/State laws, regulations or Departmental policies; or
 - (e) Failure to adhere with the approved project schedule.
34. The Contractor agrees to repay the State, immediately upon demand:
 - (a) Any funds received that were misapplied (i.e., not expended in accordance with the terms of these conditions of financial assistance award or applicable State laws, regulations and Departmental policies); and
 - (b) Any excess funds received (i.e., total funding received from several funding sources exceeds 100% of project costs).

In the event that the Contractor fails to repay the funds upon demand, the State shall have the right to offset or withhold any funds in the possession of any State agency (that may be due to the Contractor) in an amount equal to the questioned funds, plus interest at a rate of 10% per annum.
35. The Contractor agrees to disclose in writing to the Department all pending litigation, and any conflict of interest related to the financing of the project.
36. If the Contractor's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network, or EPA's Central Data Exchange, then the Contractor agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to

ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the Contractor into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

37. Contractor acknowledges that this award is subject to limitations on individual consultant fees as set forth in 2 CFR 1500.9. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the Department or the Contractor shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/> to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed.
38. The Contractor acknowledges that, unless exempt, the Department must report certain subawards and executive compensation of certain contractors pursuant to the Federal Funding Accountability and Transparency Act (FFATA), and the Contractor agrees to timely provide any information the Department may need to fulfill its duties under FFATA.
39. Contractor agrees to comply with 2 CFR 200.216 requirement that prohibits, the Contractor from obligating or expending Safe Drinking Water Act funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). The Contractor also may not use Safe Drinking Water Act funds to purchase:
 - (a) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (b) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (c) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
40. Consistent with 2 CFR 200.471, Contractor agrees that costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for obligating or expending Safe Drinking Water Act funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216.
41. For funding dated May 14, 2022 and thereafter, the Contractor agrees to comply with the

Buy America Sourcing requirements under the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) for the types of infrastructure projects under the EPA program and activities specified in the chart, “Environmental Protection Agency’s Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America Buy America Provisions of the Infrastructure Investment and Jobs Act.” Unless

the project qualifies for or the Contractor obtains an EPA waiver, none of the funds provided under the Memorandum of Understanding may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. For legal definitions and sourcing requirements, the Contractor must consult EPA’s Build America, Buy America website and the Office of Management and Budget’s (OMB) Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, available at: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>.

42. The Contractor agrees that the Department may deny any request for funds if the Contractor fails to comply with any of the above conditions of financial assistance award.



OFFICE OF THE TREASURER

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1105

P.O. Box 248

SNOW HILL, MARYLAND

21863

TEL: 410-632-0686
FAX: 410-632-3003

PHILLIP G. THOMPSON, CPA
FINANCE OFFICER

JESSICA R. WILSON, CPA
DEPUTY FINANCE OFFICER

TO: Weston E. Young, P.E. - Chief Administrative Officer
FROM: Phillip G. Thompson - Finance Officer *P.G.T.*
DATE: February 9, 2024
SUBJECT: RealAuction.com – Online Tax Sale Services

As you are aware, we have been utilizing RealAuction.com for our annual Tax Sale process since 2021. Transitioning to an on-line tax sale has allowed us to expand our visibility and the number of bidders while providing a more efficient platform for the sale. RealAuction.com provides services to approximately half of the counties in Maryland as well as many other municipalities across the State. The cost to provide this service will be \$10- per tax certificate sold (less than \$1,000- in 2023) and it will be borne exclusively by the properties in the Tax Sale. The 2024 Tax Sale is scheduled to begin on May 15 with bidding closing at 1:00 pm on May 17.

Should you have any additional questions, or require additional data, please do not hesitate to contact me.



REALAUCTION.COM, LLC

861 SW 78TH AVENUE SUITE 102, PLANTATION FLORIDA 33324

AGREEMENT FOR SERVICES

This Agreement made this 18th day of February 2024, between Worcester County Commissioners, a municipal subdivision of the State of Maryland ("County"), and RealAuction.com, L.L.C. ("Contractor"), for Internet-based electronic processing of bid information related to the auction sale of County's Tax Certificates, on the following terms:

1. Length of Agreement; Cancellation; Termination Upon Default.

- A. The term of this Agreement shall terminate three years from the above date.
- B. Termination for Default or Breach: This Agreement may be terminated by either party upon the failure of the other to comply with any provision or requirement of this Agreement, provided that written notice of such failure is given to the defaulting party and is not cured within thirty (30) days of the date of receipt of written notice. A party's decision not to take action upon failure of the other party to perform shall not be construed as a waiver of the ability of non-breaching party to take additional action at a later date and time.
- C. Termination/Cancellation for Convenience: After the first year of the Agreement and with 30 days advance written notice, the County may terminate or cancel this Agreement for its convenience, in whole or in part, without penalty, if the County determines that a termination is in the County's best interests. Reasons for termination shall be left to the sole discretion of the County and may include, but not necessarily be limited to the following:
 - C1. The County no longer needs the services or products specified in the Agreement.
 - C2. Program changes, changes in laws, rules or regulations make implementation or continuation of the service no longer practical or feasible.

2. Services to be Provided by Contractor.

- A. The Contractor shall furnish Internet Auction Services for Tax Certificates for Worcester County, MD. The County provides no guarantee of quantity.

B. The Contractor shall provide a host server for the Web Site. As used herein, the term "Web Site" shall mean an Internet web site that Contractor will make available to County under this Agreement. The Web Site will utilize Contractor's proprietary software, which is capable of accepting and processing competitive bids for Tax Certificates to be issued by County. The County acknowledges that the Contractor's Server may not be dedicated exclusively to the Web Site. The Contractor shall use its best efforts to make the Web Site available during all business hours and shall not schedule planned maintenance downtime to occur during business hours.

C. During each auction, the Contractor shall provide Auction Administrator(s) and the technical support necessary to facilitate the County's conduct of online auction sales of tax certificates.

D. Contractor will assist County with the following:

- i. Auction set-up. County will select the auction format, e.g., sealed, proxy, etc., to be used, auction start date, end date and batch size as well as the auction's administration and execution, including but not limited to management or retrieval of user registration information and auction results.
- ii. Granting and denying various degrees of access privileges to users and County's employees to the Web Site. Before any County representative is given privileges to access the Web Site and its information, County must provide Contractor with written authorization directing Contractor to give such employees such authority.
- iii. Monitoring network performance while auctions are in progress.
- iv. Providing technical support to resolve questions related to hardware, software or network problems encountered by the County or third-party users.
- v. Providing telephone and online webinar training sessions for County personnel designated by the County as having a thorough knowledge of the transactions to be consummated through the use of the Web Site at times to be mutually determined.
- vi. Providing personal and telephonic support during normal business hours for the handling of bidder and County questions relating to the general operation of the Web Site.

E. Contractor will include on the Web Site terms and conditions, with appropriate disclaimers, which third party users (i.e., participants in auctions/bidders) will be

required to give assent. Each party will have the right to reasonably approve the terms and conditions or disclaimers that are included within the Web Site.

F. The Contractor may, in its sole discretion, provide additional ancillary services through the Web Site to third party users that are intended to assist such third-party users in evaluating any or all of the Tax Certificates to be sold. Such services may include without limitation:

- i. Hyperlinks on the Web Site to third party sites that contain additional information about the delinquent accounts or properties that are the subject tax sale; and
- ii. Analytical tools, such as search, sort, upload, download and other report customization features. If such services are offered by Contractor thru Web Site, these services shall be provided **at no charge** to the bidders and auction participants.

G. Contractor shall record and maintain records of all activity occurring on the Web Site and shall retain these records for a period of 5 years from the date of each auction.

H. Contractor shall ensure that the Web Site is capable of providing the following functions:

- i. Accepting, processing and displaying bid information and other data related to auctions of tax certificates.
- ii. Accepting, processing and maintaining an ID number and password from users before users enter any auction, which they may obtain free of charge by simply registering on the Site.
- iii. Providing users with the means for reviewing the list of all Tax Certificates being offered for sale, along with, to the extent available, tax roll data and appraiser information with respect to the applicable properties.
- iv. Providing users with the means to bid and to withdraw bids on tax certificates.
- v. Permitting the use, at the County's election, a proxy bidding system, whereby a user will submit the minimum rate that he/she would be willing to receive for the applicable tax certificate. The Contractor's software will act on the bidder's behalf, submitting only the maximum rate necessary to win the bidding for any given Certificate, but in no event less than the minimum rate specified by the bidder. When the

auction is over, third-party users will see only the higher of the minimum rate submitted by each bidder or their winning bid.

- vi. Allowing users to view auction results after they are approved for release by County.
- vii. Allowing Contractor's Auction Administrators and County's internal auction administrators (the "County Auctioneers") to observe auctions in progress and retrieve information immediately upon completion of each auction, and to release the final results of auctions so that they can be viewed by all users with authorized access to the Web Site.
- viii. Enabling the County's Auction Administrators, or the Contractor Auction Administrator at County's direction, to establish and modify auction parameters; to modify registration information pertaining to a particular third-party user or County user; and to limit or prohibit a user's access privileges to the site. County will provide Contractor with the names of County personnel who are permitted to access and/or authorize modifications. In the event County directs Contractor to effect such modifications, County will be required to give Contractor reasonable advance notice before such modifications are to go into effect.

3. Cooperation by County. Notwithstanding any other provision herein, the County shall:

- A. Notify Contractor of the actual date scheduled for each tax certificate sale on the Web Site at least 45 days prior to such date and provide Contractor with all information concerning the properties for which tax certificates are being offered at auction at least 30 days prior to the date of each auction.
- B. Providing Contractor with the names, titles and contact information for all County employees who will have decision-making authority of any kind in the auction

process or access to the Contractor's Web Site, as well as the names and contact information of all County employees who are responsible for processing Contractor's requests for payment and supporting documentation.

C. The Web Site shall bear County's name and such other trade dress (e.g., logos, introductory statement from the County etc.) as reasonably directed by the County. The County acknowledges and agrees that every page of the Web Site may display the Contractor's name and company logo.

D. County will reasonably cooperate with Contractor to ensure that Contractor has access to and is provided with all the information it needs to effectuate the tax certificate auctions described in this Agreement and for preparation and delivery of the Contractor's requests for payment. The information provided will include the initial data load and timely updates of certificates that have been redeemed, purchased or transferred. The county should also supply contractor with the State of Maryland SDAT assessor data which provides additional information for participants.

4. Payment for Services.

A. The Contractor will be paid for the Contract amount upon invoices submitted to the County by the Contractor on a monthly basis.

B. In consideration of the Services set forth in this Agreement, County shall pay (or cause to be paid) the following fees to Contractor in the manner described:

- i. For each individual Tax Certificate sold during an auction on the Web Site, County shall pay to Contractor ten dollars (\$10.00).
- ii. For each individual Tax Certificate that is unsold, sold in error or cancelled, Contractor will receive no fee.

C. The Contractor's request for payment shall be supported by reports or other documents reasonably required by the County, and shall show the Contractor's County Contract number, and the Contractor's federal identification number, in addition to any other information that may be required by the County. Additionally, all requests for payment shall have attached a copy of the original bill, containing an original signature of an authorized representative of the Contractor. Requests for payment shall be submitted not more than once every thirty days, to an address, department and/or individual designated by the County.

D. Unless otherwise provided on Contractor's invoice or other Instructions that Contractor provides subsequent to the execution of this Agreement, payments shall be made to:

Realauction.com, LLC
Attn: Finance Department
861 SW 78th Ave., Suite 102
Plantation FL, 33324

E. Contractor shall not be obligated to provide any Services hereunder in the event County is more than 60 days delinquent in paying any invoices, provided, however, that Contractor has advised the County Tax Collector in writing that it will cease performing services unless delinquent invoices are paid in full.

5. Limited Warranty; Disclaimer of Implied Warranties; Limitation of Liability; Consequential Damages or Incidental Damages.

A. Contractor warrants that the Web Site, when provided with accurate and properly formatted data by County and other third-party users, and when accessed by properly functioning software and equipment of third-party users, will perform substantially as required in order to facilitate County's online auction sales of tax certificates. Contractor will, at no charge to County, make corrections to the Web Site so that the Web Site performs substantially as required, and will use its best efforts to make such corrections available within 24 hours, provided that County reports to Contractor any failures or defects in the Web Site and provides Contractor with information sufficient to correct such failure or defect. In the event Contractor is not able to make such corrections available within 24 hours, the Contractor's chief executive officer and/or chief operating officer will confer with County to advise County with respect to the status of problem resolution and anticipated time of correction.

B. Except for the express limited warranty set forth in the preceding section of this Contract, Contractor makes no warranty, representation, promise or guarantee, either express or implied, statutory or otherwise, with respect to the Web Site or the Services provided hereunder, including their quality, performance, merchantability or fitness for a particular purpose, or whether any of the transactions to be conducted using the Web Site comply with any applicable federal, state, county or other law or regulations. Contractor will have no responsibility for any actual or purported loss resulting from damages associated with the auction format (e.g., Proxy Bidding) selected by County for any particular auction conducted on the Web Site. In no event will Contractor be liable for indirect, special, incidental, economic, cover, consequential, tort or other damages (including without limitation damages or costs relating to the loss of profits, business, goodwill, data or computer programs, even if advised of the possibility of such damages), without regard to the legal theory of such damages, arising out of the use of or inability to use the Web Site or the services provided hereunder. Except as provided in this paragraph, in no event will Contractor's liability to County arising out of or related to this Contract exceed the fees earned by Contractor under this Contract during the twelve-month period immediately preceding the date that the event giving rise to Contractor's liability occurred. Notwithstanding the foregoing, Contractor's liability to County arising out of claims brought against Contractor pursuant to Paragraph (a) above will be no greater than \$1,000,000 in the aggregate.

6. Confidentiality; Proprietary Information.

A. The format in which Contractor stores data provided by County will be proprietary to Contractor. County's retrieval and use of the data compiled by Contractor on the Web Site shall be limited to County's internal use only, and County agrees that it will not, unless otherwise required by law, transmit to third parties, or permit other third parties to access the data in the format and compilation created by Contractor.

B. County acknowledges that with respect to bidders who provide minimum bids as part of the Web Site's proxy bidding feature, Contractor will be deemed the agent of such bidders in so far as bidders have provided such minimum bids. Such minimum bids will be the confidential information of the bidder, which Contractor will be required to maintain, and which contractor will not release except as required by law.

C. Except upon prior written approval by the County, the Contractor, or its subcontractors, shall not furnish or disclose to any person and/or organization, any non-public information that County designates as confidential.

D. It is expressly understood and agreed that the software used to develop and operate the Web Site; any related materials and documentation provided by Contractor, including without limitation information related to security or other technical aspects of the Web Site; and the non-public pages of the Web Site constitute a valuable proprietary product and trade secret of Contractor embodying substantial creative efforts and confidential information, ideas, and expressions (collectively for the purposes of this section "Contractor's Confidential Information"). County agrees to hold all such Contractor's Confidential Information in strictest confidence and take such steps as are reasonably necessary to protect the confidentiality of the Contractor's Confidential Information and other materials designated by Contractor as confidential. Such steps shall include, without limitation, refraining from taking any action in derogation of Contractor's ownership rights and taking actions similar to those taken by County with respect to protecting other third-party confidential information in its possession. County shall not disclose or otherwise make available the Contractor's Confidential Information in any form to any person except to those employees of County or Contractor who need access to the information to facilitate County's authorized use of the Web Site. Nothing herein shall be construed, however, to prohibit County from making any disclosures required of County pursuant to any legal process or request from any governmental authority having jurisdiction over County, or from making disclosure required by Florida law, provided however that prior to disclosure to any such governmental authority, County shall provide notice to Contractor in order to enable Contractor to seek relief.

E. Each party agrees to treat any information they receive that is submitted to the Web Site by third-party users, including without limitation, deposit amounts, social security numbers, federal tax identification numbers, etc., in accordance with applicable law and the "privacy policy" set forth in the related link on the Web Site. Contractor will not change the "privacy policy" without County's consent, which will not be unreasonably withheld.

7. Limited Agency Created; No Third-Party Beneficiaries Intended.

For the purpose of providing auction services for the delinquent tax auction and other services specifically described herein, Contractor shall be an agent of the county and shall be required to take direction from the County as to the mechanism and effectuation of the sale. Other than with the respect to the handling of the delinquent tax auction and other services described here in, Contractor acknowledges that it does not have the authority to act on behalf of the County or its agencies. Contractor's personnel shall not be employees of the County. There are no intended third-party beneficiaries, including without limitation any users of the Web Site described herein.

8. Force Majeure. Delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Contract, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either party hereto, including without limitation, fire, flood, sabotage, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), and delays or failure in obtaining raw materials or transportation, acts of God, telephone line outages, Internet traffic slowdowns (including any Internet transmission problems incurred by either County's or Contractor's Internet service provider), down computer networks, down hardware, (hard crashes, operating system hang-ups and the like), software or operating systems failure caused by a virus or other denial of service attack, and electricity outages. A party affected by a force majeure shall, upon notice to it of the force majeure, promptly notify the other party by the quickest means available, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied.

9. Entire Understanding; Amendments. This Agreement constitutes the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes all prior or contemporaneous agreements, representations, warranties and understandings of such parties, whether oral or written. This Agreement may only be amended by a separate document, signed by both parties.

10. Place of Execution; Governing Law; Venue. This Agreement shall be deemed to be executed in Worcester County, State of Maryland, regardless of the Contractor's domicile, and shall be interpreted and construed in accordance with the laws of the State of Maryland. The Contractor agrees that the venue for any and all claims between the parties arising from this Agreement shall be in the federal courts for the State of Maryland or in the state courts in and for Worcester County, Maryland.

11. Severability. If this Contract contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Contract without affecting the binding force of this Contract as it shall remain after omitting such provision.

12. E-Verify Statute. In accordance with the Federal Contractor Rule, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2024.

For Realauction.com, L.L.C.: _____

Printed Name: _____

Title: _____

For Worcester County Commissioners: _____

Printed Name: _____

Title: _____



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Grant Match Commitment Letter for Hazardous Mitigation Plan Renewal

Date: February 14, 2024

The Department of Emergency Services has been working with the Maryland Department of Emergency management and Federal Emergency Management Agency to secure grant funding for the comprehensive update of the Worcester County Hazard Mitigation Plan. Having an updated Hazard Mitigation Plan meeting FEMA's technical standard is a condition for the award of disaster assistance grants following Presidentially declared disasters under the Stafford Act.

As part of the grant application process, a funding commitment letter is required from the local government to provide for the local government match toward the grant. In the case of this grant, that matching amount may be either 10% or 25% depending on how we are able to qualify. To that end, I request approval of the County Commissioners to execute a funding commitment letter up to 25% matching level (\$4,000.00). This commitment would be based upon the proposed FY25 budget and conditioned upon award of the grant.

I am available for any questions that you may have.

1/30/2024

Russell Strickland
Secretary, Maryland Department of Emergency Management
Camp Fretterd Military Reservation
5401 Rue Saint Lo Drive
Reisterstown, MD 21136

Mr. Strickland,

FEMA's Hazard Mitigation Assistance program requires at least a 25% non-federal contribution. This letter serves as Worcester County Government's commitment to meet the matching fund requirements for the proposed project Hazard Mitigation Plan Update submitted for FEMA's Building Resilient Infrastructure and Communities grant opportunity. This funding would be applied within the Worcester County Department of Emergency Services' FY25 budget and is conditioned upon award of the applicable grant.

This non-federal match will be met through a cash contribution.

Funding Source: Worcester County Government General Fund
Funding Type: Local Government

The local matching fund provided will be \$4,000.00.

Please contact Worcester County Department of Emergency Services Deputy Director Hamilton, if you have any questions.

Sincerely,



Billy Birch
Director of Emergency Services

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Nathaniel J. Passwaters
Chief Deputy

January 29, 2024

Mr. Weston Young
Chief Administrative Officer
Worcester County, Maryland

RE: Personnel Reclassification

Sir,

On behalf of Sheriff M. Crisafulli, we are respectfully requesting to be placed on the Commissioner Meeting agenda scheduled for February 20th, 2024 to discuss agency position reclassifications.

Sheriff Crisafulli and staff have been extensively evaluating the staffing needs of the Worcester County Sheriff's Office, focusing strongly on the reorganization of duties and responsibilities of Command Staff. As part of this effort, a task analysis was conducted to address the unique operating challenges within the Worcester County Sheriff's Office and to foster a more efficient and responsive law enforcement organization. During this analysis, we found that several personnel in supervisory capacities are being assigned numerous peripheral duties, resulting in Commanders and/or supervisors not being able to complete primary tasks effectively and efficiently. This overwork is also resulting in workplace fatigue, which can then affect decision and judgement.

In August of 2023, Sheriff Crisafulli identified two positions needed to effectively address span and control within the Worcester County Sheriff's Office. One position was a dedicated Lieutenant to oversee School Safety, which was graciously approved in FY24, and the second position was that of an additional Captain, which we are requesting approval of at this time. The Worcester County Sheriff's Office currently has only one Captain to oversee all divisions and the daily operations of each of those divisions, causing Commanders to work an abundance of extra hours to complete various tasks such as mandated reporting requirements etc. Creating this second Captain position would allow the Worcester County Sheriff's Office to have both an Administrative Captain and an Operations Captain which will facilitate and promote stronger supervision/leadership, strategic planning, specialized oversight, and overall efficiency. Currently the Worcester County Sheriff's Office has one full time Deputy Sheriff opening which we are requesting be converted to the second Captain position.

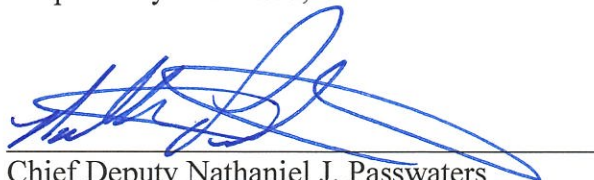
In addition, as you are aware, a portion of the sworn staff of this agency are in part-time positions. Typically, our part-time positions are filled with applicants who are retired from other law enforcement agencies and are subsequently assigned to courts and schools. Unfortunately, we have experienced a significant decline in applicants for these available part-time sworn positions. We currently have two part-time vacancies that have been available for nearly two years now. These two PT vacancies are budgeted at 1714 and 1868 hours respectively, and do meet the minimum level for benefits. We respectfully request that one of these part-time positions be converted to full-time at this time.

Sheriff Crisafulli and his staff understand the importance of being responsible stewards of taxpayer funds and are always evaluating various options to accomplish needed goals while maintaining the least fiscal impact. The total cost to convert one Deputy Sheriff FT position to a Captain position and 1 part-time Deputy Sheriff position (1868 hours) to a full-time Deputy Sheriff position is estimated at \$81,572 (including benefits) annually. Cost breakdowns are provided on the attached chart. We are confident we can cover the remainder of FY24 from existing budgeted funds.

Sheriff Crisafulli would once again like to recognize the positive and productive working relationship that the Worcester County Sheriff's Office has with the County Commissioners and Administration. The success of the Worcester County Sheriff's Office can be directly attributed to this beneficial working relationship.

Sheriff M. Crisafulli and his designee will be available to answer any questions or concerns brought forth by the Commissioners.

Respectfully submitted,



Chief Deputy Nathaniel J. Passwaters
Worcester County Sheriff's Office

ITEM 10

Worcester County Sheriff's Office

*Based on FY24 Payscale

Convert FT Deputy Sheriff vacancy to Captain position

Current Position	Current Budgeted Grade/Step	Current Budgeted Annual Pay	Annual Benefit Cost .7531	Promotion	Proposed Grade/Step	Proposed Annual Pay	Annual Benefit Cost .7531 on Proposed New Position	Salary Increase	Benefit Increase	Total Annual Increase including benefits
Deputy Sheriff	21/07	\$ 64,418	\$ 48,513	Captain	NC/A	\$ 105,000	\$ 79,076	\$ 40,582	\$ 30,562	\$ 71,144

Convert PT Deputy Sheriff vacancy to FT Deputy Sheriff position

Current Position	Current Budgeted Grade/Step	Current Budgeted Annual Pay	Annual Benefit Cost .7531	Promotion	Proposed Grade/Step	Proposed Annual Pay	Annual Benefit Cost .7531 on Proposed New Position	Salary Increase	Benefit Increase	Total Annual Increase including benefits
PT Deputy Sheriff	20/05	\$ 52,417	\$ 39,475	FT Deputy Sheriff	20/05	\$ 58,365	\$ 43,955	\$ 5,948	\$ 4,479	\$ 10,427

\$ 81,572 Total annual increase



TIMOTHY MULLIGAN
WARDEN

**Worcester County
Jail**

SHYTINA M. DRUMMOND
ASSISTANT WARDEN

P.O. BOX 189
SNOW HILL, MARYLAND
21863

TEL: 410-632-1300
FAX: 410-632-3002

MEMORANDUM

TO: Worcester County Commissioners
FROM: Timothy Mulligan, Warden
DATE: February 9, 2024
RE: Securus Contract Update

The Worcester County Jail is requesting a renewal of the Securus contract. Securus is now including grievance devices accessible to the inmate population. These grievance devices will be able to free up officers from obtaining paper grievances and allow inmates to submit their grievances electronically. This will save the officers time in obtaining and signing out the paper grievances and allow them to remain on post for supervision of their units. The grievances can also be electronically stored for reference. In addition to the paperless grievances, the grievance devices allow inmates to have access to the inmate handbook, electronic legal library, the electronic regular book library, allows the inmates to submit medical requests, inmate request, and commissary forms. Based on the last 5 months, the average revenue generated by the Securus phone system alone is \$3,755.94. The Securus phone system revenue goes to the Inmate Welfare Fund. If the grievance devices are added, it is expected that the revenue will increase by approximately \$2,500 per month and these funds will go to the General Fund.

Thank you,

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: February 13, 2024
SUBJECT: Landfill Gas Collection System

Public Works is requesting Commissioner approval to award the design of the Central Site Landfill Active Gas Collection System to EA Engineering, Science, and Technology Inc. (EA) in the amount of \$126,550.00. On June 12, 2023, the Maryland Department of the Environment (MDE) implemented new regulations requiring landfills to conduct surface emission monitoring to determine how much methane was being generated by these facilities. If the emissions exceeded 200 parts per million (ppm), then an active landfill gas collection system is required to be designed within one year of the monitoring event and constructed within 30 months after approval of the design by MDE. Solid Waste conducted the monitoring event on December 12, 2023 and all four of the inactive cells registered methane readings above 200 ppm. Due to these results, a gas collection system must be designed and submitted to MDE by December 12, 2024. The design of this system was not included in Solid Waste's approved FY 24 budget, however funding is available in the Solid Waste reserve account.

EA is being recommended for this design due to their extensive experience with the Worcester County landfills and specifically for their involvement in the previous gas collection system at the landfill when Curtis Engine used the inactive cells as a source for gas-to-energy conversion. That system is no longer active but it is believed portions could be reused to save money when the project moves to the construction phase. EA has the existing conditions drawings and recent survey data of the landfill which will not only reduce costs in developing the design documents but save critical time in meeting MDE's design deadline. If this project is not undertaken or fails to meet the established deadlines, the County may be subject to penalties and fines from the State for non-compliance with the new regulations. Please let me know if there are any questions.

Attachment

CC: Nick Rice
 Phil Thompson
 Jessica Wilson
 Barb Hitch
 Chris Clasing
 David Candy



February 9, 2024

Mr. Dallas Baker, P.E.
Director of Public Works
Worcester County Department of Public Works
6113 Timmons Road
Snow Hill, Maryland 21863

**Subject: Central Landfill Facility – Active Landfill Gas Collection System
Proposal for Design, Bidding, and Construction Administration Services
EA Proposal No. 0791824**

Dear Mr. Baker:

EA Engineering, Science, and Technology, Inc., PBC (EA) is pleased to submit this letter proposal to the Worcester County Department of Public Works (County) to provide design, bidding, and construction administration services for the expansion of the active landfill gas (LFG) collection system at the Central Landfill Facility (CLF).

BACKGROUND

As the County is aware, EA has a long history of assisting Worcester County and the operations at the CLF. In 2007, EA assisted Curtis Engine and Equipment (now Curtis Power Solutions) with the design of the LFG collection system for Cells 2 and 3. These cells were the initial phase of the Worcester Renewable Energy Project. Curtis Power Solutions operated and maintained the active LFG collection system that included two 1-MW generators that utilized the destruction of the methane gas to provide energy to the grid. The facility operated from 2007 to approximately 2012, and then ceased operation due to the reduction of methane gas produced by Cells 2 and 3. While Curtis Power Solutions ceased operating the Worcester Renewable Energy Facility, the building, enclosed flare, blowers, condensate knockout tank, LFG collection headers, laterals and wells remain (within Cells 2 and 3). Upon ceasing operations of the Worcester Renewable Energy Facility, Curtis Power Solutions retrofitted the facility to allow the County to operate the flare. The County currently operates or exercises the flare approximately on annual basis but does not continually utilize as an active system.

Due to recent changes to LFG regulations in Maryland, the County was required to complete Surface Emissions Monitoring (SEM) at the CLF. On behalf of the County, EA completed the SEM in December 2023. The recent regulations stipulate that methane concentrations observed during the SEM cannot exceed 200 ppm. During the SEM, EA observed methane concentrations exceedances in Cells 1 through 4 with Cell 1 having minimal exceedances and Cell 4 (most recent inactive cell) the highest. As a result, the County is required to install an active LFG collection system at the CLF to encompass Cells 1 through 4.



SCOPE OF WORK

This Scope of Work describes the tasks necessary to perform the engineering design, bidding and construction administration services associated with upgrading the existing active LFG collection system at the CLF.

This proposal includes effort for performing the design, preparing construction documents consisting of construction drawings, specifications, engineer's construction cost estimate, and permitting. The scope of work is divided into consecutive tasks: Task 1 – LFG System Evaluation and Report, Task 2 - Design and Permitting Services, and Task 3 – Construction Bidding Services, and Task 4 – Construction Administration services.

Task 1: LFG System Evaluation and Report

EA will review and evaluate the existing in-place LFG infrastructure and equipment. As part of this task, EA will update the existing landfill gas production LandGEM model based on the waste-in-place data available through 2023. Based on the evaluation, EA will prepare a Report to document the findings of the LFG System Evaluation. The evaluation will include the following subtasks:

Subtask 1 – Conditions Assessment

EA will assess the adequacy of current landfill gas control infrastructure and measures relative to the minimization of off-site LFG migration. The adequacy will be based on the results of the LandGEM model results for the projected LFG generation rate. This will be performed based on the LFG production anticipated, current infrastructure layout and sizing, and operational information including frequency and location(s) of current areas of concern for methane concentrations exceeding 200 ppm. EA will evaluate the size and capacity of the existing enclosed flare and blowers for use in the design to encompass Cells 1 through 4. EA will visit the site with a representative from Curtis Power Solutions who is familiar with the facility to provide his assessment regarding the condition of the existing flare, blowers, instrumentation, and control system. EA will also contact the manufacturer of the LFG flare and request their opinion of the lifespan of the flare based on age and use.

Subtask 2 – Long-Term Performance

EA will perform an examination of the long-term performance of the existing system. The primary focus of this subtask will be on the constructability of additional vertical wells and wellhead assemblies and the tie-ins with the LFG transmission header and leachate transmission header, respectively.

Subtask 3 – Preliminary Cost Estimate and Renewable Natural Gas Evaluation

EA will prepare a preliminary estimate of costs for the construction of the active LFG collection system. To provide an accurate estimate, EA will work with County personnel to assess the condition of the existing system, determine what equipment can be utilized, and identify equipment recommended to be replaced. In addition to preparing a preliminary cost estimate, EA will connect with a Renewable Natural Gas company to evaluate the CLF as site as a RNG facility. Like the renewable gas-to-energy companies, an RNG company would prepare an



agreement that would potentially invest in the capital cost for the implementation of the facility, operations, and maintenance in return for the benefit of providing natural gas. Such agreement would result in a significant financial benefit to the County.

Deliverables:

- 1) Draft Engineering Report
- 2) Final Engineering Report

Task 2: Design and Permitting Services

Following County’s review and concurrence with the Engineering Report prepared under Task I, EA will prepare construction documents to construct and install the complete active LFG system. The construction documents will include the following components as well as their connection:

- LFG vertical wells and wellhead assemblies
- LFG transmission header
- Central blower and flare station (BFS)
- LFG laterals

EA proposes to perform the Task 2 work in three subtasks: 30% Design, 90% Design, and 100% Design. A detailed description of each of the Tasks can be reviewed below.

Subtask 1: 30% Design – Concept Plan

EA will utilize the aerial survey completed for a topographic survey completed in December 2023. This information will be utilized to establish the existing base map and will utilize EA’s CADD standards that are based on the United States National CADD Standards. EA will establish unique layers and line types to ensure a clear and concise presentation to existing features found at the project site. In addition, demolition items will be placed on unique layers to allow their display to be controlled independently.

The following drawings are anticipated:

1. Title Sheet*
2. General Notes, Abbreviations, and Legend*
3. Existing Conditions Plan*
4. Proposed Site Plan *
5. Landfill Gas Collection Details I*
6. Landfill Gas Collection Details II
7. Landfill Gas Collection Header Profile
8. Landfill Gas BFS P&ID
9. Erosion and Sediment Control Plan
10. Erosion and Sediment Control Details
11. Erosion and Sediment Control Standard Notes
12. Electrical Site Plan – Landfill Gas BFS
13. Electrical Details – Landfill Gas BFS

*Anticipated 30% Design Drawings



Deliverables:

1. 30% Drawings
2. Technical Specification Outline

Subtask 2: 90% Design

Task 2 will entail progressing the design and contract documents to a 90% Design stage consisting of Contract Drawings, Contract Specifications, and Engineer's Estimate of Probable Construction Costs (cost estimate).

The construction documents will include drawings, technical specifications, a bid sheet template, engineer's cost estimate, and an estimated construction schedule. The existing BFS evaluated for its capacity for Cells 1 through 4 and will be designed to be adaptable to a wide variety of gas flows so that the flare system will not need to be retrofitted or replaced should a significant portion of the LFG volume be directed toward an alternate beneficial use (e.g. gas-to-energy, direct use, renewable natural gas production, etc.).

The specifications will complement the drawings with necessary details to clearly describe the work. The specification package will identify the required construction methods, materials of construction, installation techniques, and testing and verification procedures, as necessary.

Engineer's Estimate of Probable Construction Costs

EA will update the cost estimate prepared under Task 1. EA will develop an Engineer's Estimate of Construction Cost that will be included at the 90% and 100% milestones. EA will utilize a combination of local engineering experience, industry standard cost estimation guides (RS Means and Maryland State Highway Price Index), direct vendor quotes, and recent experience with projects in and around the County to prepare a comprehensive and accurate cost estimate for the proposed closure activities. An appropriate contingency will be included.

The Engineer's Estimate of Construction Cost will be completed in a format similar to the bid form to allow review of bid items in comparison to the estimated costs. This review allows the recognition of bid items for consistency and fairness of pricing.

EA will submit the 90% deliverable to the County for their review and comment. Upon receipt of comments, EA will review and provide a draft response to comments for the County's consideration prior to revising the plans and proceeding into Task 3: 100% Design and Permitting.

Task 2 Deliverables

1. 90% Draft and Final Contract Drawings (13 drawings)
2. 90% Draft and Final Contract Specifications
3. 90% Draft and Final Engineer's Estimate of Probable Costs



Subtask 3: 100% Design

Task 3 will build upon the information developed in Task 2 and incorporate comments from the County. Final contract documents will be distributed for the County's review, comment, and approval and issued for agency permit approvals. Upon signatures and approvals, EA will compile the Contract Documents and commence with Task 3 Construction Bidding Services.

Subtask 4: Permitting

EA estimates the overall limit of disturbance for the project to be in excess of 5,000 square feet, which is the threshold for Stormwater Management and Erosion and Sediment Control permitting.

Worcester Soil Conservation District – Erosion and Sediment Control

Projects that disturb land more than 5,000 square feet or 100 cubic yards of earthwork are required to obtain erosion and sediment control approval through Worcester SCD. In Task 2 Task 3, EA will submit one set of review plans to SCD for their review. Following receipt of comments, EA will address applicable comments into the drawing set and provide SCD with three hard copy sets for stamped approval. EA will provide a point-by-point comment response letter to be provided as a part of the resubmission process. EA assumes a maximum of one round of comments from Worcester SCD as a part of this proposal. Submission, review, and revisions of the erosion and sediment control comments will occur concurrently with the stormwater management permitting cycle discussed below.

Worcester County Environmental Programs – Stormwater Management

Projects that disturb land more than 5,000 square feet are required to obtain permitting for stormwater management through Worcester County Environmental Programs. EA anticipates that the project will disturb more than 5,000 square feet of land and therefore will require stormwater management permitting. EA assumes that the project will qualify for a stormwater management waiver based on prior experience at the CLF. EA assumes that since this is a landfill project with a lining system and a utility project, a waiver will be obtained from Worcester County. Prior to commencing work, EA will discuss the project with Environmental Programs to confirm a stormwater waiver will be obtained.

Maryland Department of the Environment – Solid Waste Division

EA understands that the Maryland Department of the Environment (MDE) Solid Waste Division will require submittal and approval of the active LFG collection system. EA will provide the 90% Design to MDE for review. EA will address applicable comments and provide a final 100% Design submittal signed and sealed by a Maryland Professional Engineer to MDE for final approval.

Maryland Department of the Environment – Air and Radiation Administration Division

EA understands that the MDE Air and Radiation Administration Division will require an application for a Permit to Construct and Operation submittal and approval of the active LFG collection system. EA will provide the 90% Design to MDE for review. EA will address applicable comments and provide a final 100% Design submittal signed and sealed by a Maryland Professional Engineer to MDE for final approval. Since EA assists the County with the



CLF's air permitting and compliance, EA assumes the effort to complete with application will be performed under a separate existing contract with the County.

Task 2 Assumptions:

1. Utility locating and/or re-locating is not required.
2. Survey is not included with this scope of work.
3. EA is not preparing a waste sequence/filling plan and/or the closure cap but can provide additional services under a separate scope of work if warranted.
4. Grading around the proposed LFG BFS is not required.
5. The design will include a BFS provided by a single vendor.
6. EA assumes that a stormwater management waiver will be required for the project. The design of stormwater management facilities is not included.
7. Erosion and sediment control permitting will be required.
8. Wetland and/or forest stand delineation work and permitting will not be required.
9. An existing electrical service exists that will be adequate for the LFG BFS. No new electrical service or permit is required.
10. Design includes only local controls.
11. No geotechnical investigations are required.
12. The Permit to Construct and associated air permitting will be performed as part of construction under a separate scope of work.
13. Drawings will be provided in 24" x 36" sheets in electronic versions of PDF and DWG.
14. All other documents shall be provided in an electronic version in PDF format.
15. Drawings, data sheets, and other pertinent documents regarding the existing system are available.
16. Since the pre-existing facility was built and retrofitted by Curtis Power Solutions a level of uncertainly results in a level difficulty to anticipate conditions planned for assessment herein. Should reasonably unanticipated or changed conditions arise, EA will immediately notify Worcester County of the change and anticipated associated costs.

Task 3: Construction Bidding Services

EA assumes the County Procurement will prepare a Notice to Bid, schedule, coordinate, and attend a pre-bid conference; respond to bidders' questions; and prepare meeting minutes for the County and distribute to purchased plan holders. EA will assist the County with the preparation addenda to the bid documents by providing the County with responses to applicable questions or issues raised at the pre-bid conference.

During the bid Task, EA will respond to written questions received from the County, which will be incorporated into the Bid Documents by Addenda for distribution by the County. EA will consult with and advise the County as to the acceptability of subcontractors, suppliers, and other persons and organizations proposed by the prime contractor(s) for those portions of the work in which such acceptability is required by the Bidding Documents. Following the receipt of bids, EA understands the County will prepare a tabulation of bids received. At the County's request, EA can review bids, contact contractor references and review fitness to perform the work, and provide a recommendation to the County for contract award.



Task 4: Construction Administration

Construction Management and Administrative services is a critical component during construction to assure construction is progressing according to schedule, proper documentation is maintained for Contractor and County correspondences and the work is performed in accordance with the Contract Documents. For the duration of construction, EA will actively track, process, and manage the flow of the documents from the Contractor and the County including Requests for Information (RFI), Submittals, Correspondences, Meeting Minutes, Change Order (CO) requests, Shop Drawing/Submittals, Material Test Reports, and other project related items. EA will continually track the Contractor's progress through the implementation of monthly construction progress meetings and review of the construction schedule. EA will also support the County in the resolution of field variations, prepare non-compliance reports for unsatisfactory work and track the resolution. The following is a detailed approach for construction administration services.

Pre-Construction Services – Following Notice of Award and Notice to Proceed, EA will coordinate pre-construction activities including regulatory agency coordination, review of proposed construction schedule and schedule of values, and coordinate a pre-construction meeting. In accordance with the Contract Documents, the Contractor shall submit an estimated Construction Schedule and proposed Schedule of Values. EA will review each of these for completeness and provide to the County for review and comment. Further, a pre-construction meeting will be held with the County and the Contractor. The intent of the pre-construction meeting will be to go over the critical components of the Contract Documents, schedule, and general construction communication and progression. The pre-construction meeting will be conducted in accordance with the scope of work detailed under the project meetings item below.

Project Meetings – EA will coordinate and manage a pre-construction meeting and monthly progress meetings. EA will be responsible for preparing the meeting minutes and presiding at these meetings. The progress meetings will include the distribution of minutes to all attendees and appropriate parties. The minutes will track unresolved items and new issues until their final resolution. EA's Project Manager will chair and distribute meeting minutes from monthly progress meetings. Further, EA will provide updates on project status, foreseeable delays or difficulties, and the anticipated completion date. EA will also attend a pre-final walk through with the County and a representative of the Contractor, upon request for substantial completion of the work, to conduct a pre-final site inspection of the construction. EA will prepare a punch list for remaining items, track and complete a final construction walk-through. EA will then proceed with the project closeout requirements as detailed below under this task.

Shop Drawing/Submittal Review - EA will review critical material submittals, test results, and shop drawings provided by the Contractor. EA will review submittals for conformance to the Contract Documents, maintain a submittal log, and provide an engineering stamp on submittals with status of the review. It is assumed that electronic copies will be provided by the Contractor. EA will copy the County on "approved" or "approved as noted" submittals. EA assumes the Contractor will follow submittal procedures outlined the specifications, not require excessive instructions, and no more than two re-submittals will be required for any of the shop drawings.



Payment Applications – EA will review and assist with resolving any discrepancies in the Contractor’s payment requests and submit the partial payment request with recommendations and supporting documentation to the County for processing.

CO/RFIs – EA will assist the County in the negotiation and review of CO requests resulting from variations in the site conditions or discrepancies in the Contract Documents. This will be performed by processing and managing the flow of the distribution of CO requests and RFIs.

Project Closeout – Following the completion of construction, EA will assist the County with the coordination of a walk-through inspection to compile a final “punch list” of items remaining to be completed for the County for review and assist with the preparation of a Certificate of Substantial Completion. EA will track punch list items until completion. Following the concurrence that the punch list items have been completed to the County’s satisfaction, EA will prepare a final acceptance request for the County. EA assumes required affidavits, guarantees, manuals, record drawings, etc. will be collected by the County at the completion of the project.

Task 4 Assumptions:

- The Project Manager will issue meeting minutes and attend one pre-construction meeting and six progress meetings.
- Up to two CO requests and six RFIs will be reviewed by EA and recommendations will be provided to the County.
- The Contractor will prepare and maintain an up- to-date schedule and record drawings.
- EA assumes 30 submittals will require EA’s review.
- EA assumes the Contractor will schedule and procure the quality assurance and material testing for the concrete in accordance with the Contract Documents.
- EA assumes 6 Partial payment applications will be reviewed by EA for quantity accuracy with the Contractor and forwarded to the County for approval and procurement.

Fee—EA proposes to complete the work detailed on a Lump Sum basis. The cost breakdown per task is included in Attachment A. The work described under this proposal will be performed in accordance with Worcester County’s Standard Terms and Conditions. Cost per Task below will be performed on a lump basis as summarized below.

Task 1 – LFG System Evaluation and Report	\$ 12,150.00
Task 2 – Design and Permitting	\$ 88,250.00
Task 3 – Construction Bidding Services	\$ 2,250.00
<u>Task 4 – Construction Administration</u>	<u>\$ 23,900.00</u>
TOTAL	\$ 126,550.00



Mr. Dallas Baker, P.E. – Worcester County Department of Public Works
Central Landfill Facility Active Landfill Gas Collection System Proposal for Design Services
EA Proposal No. 0791824, February 9, 2024, Page 9 of 9

In addition to the fees per task above, EA can provide part-time construction inspection services by a Senior Construction Inspector at a rate of \$118.00/hr. We appreciate the opportunity to continue our long history of partnership with Worcester County in this endeavor and intend, throughout the course of this project, to act as a valuable and reliable extension of your staff. Feel free to contact me at (410) 641-5341 with any questions.

Respectfully yours,

A handwritten signature in black ink, appearing to read 'D. Kolar'. The signature is fluid and cursive, written over a white background.

Darl Kolar, P.E., BCEE
Project Manager

cc: Mark Gutberlet, P.E. – EA



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL:410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: L3Harris Radio System IT Hardware Refresh

Date: February 14, 2024

The Department of Emergency Services is requesting permission to move forward with an L3Harris contract. DES has been working with the Town of Ocean City and L3Harris Corporation to design and procure a refresh of IT hardware components within the Worcester County / Town of Ocean City P25 Radio System. This system was procured in 2015 and went live in February 2018. The generally acceptable lifecycle of IT hardware such as servers, routers, and switches in 3-6 years and that equipment in use on the radio system is now 6 years old.

The Department, with the support of its consultant Federal Engineering, has worked with L3Harris to develop a well-tailored scope of work to perform this upgrade in partnership with the Town of Ocean City that is performing the same general work for their portion of the system. To that end, the Department requests consideration of the County Commissioners for execution of Amendment #8 of the system purchase contract with a value of \$1,787,584.00 for this project. There is \$2,000,000.00 allocated to this project within the Assigned Fund Balance.

I am available for any questions that you may have.



EIGHTH AMENDMENT TO SYSTEM PURCHASE AGREEMENT

THIS AMENDMENT (hereinafter “Amendment”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between County Commissioners of Worcester County, Maryland (hereinafter referred to as “Buyer”) and L3Harris Technologies, Inc. formerly Harris Corporation, a Delaware corporation, acting through its RF Communications Division (hereinafter referred to as “Seller”) together the (“Parties”).

RECITALS

WHEREAS the Parties entered into a System Purchase Agreement on September 18, 2015 for Seller to provide an 800 MHz P25 Radio System Migration (“Agreement”);

WHEREAS the Parties i) entered into the First Amendment to System Purchase Agreement (“First Amendment”) on October 05, 2016, ii) entered into the Second Amendment (“Second Amendment”) on March 28, 2017, iii) entered into the Third Amendment (“Third Amendment”) on September 19, 2017, iv) entered into the Fourth Amendment (“Fourth Amendment”) on February 06, 2018, and v) entered into the Fifth Amendment (“Fifth Amendment”); on July 3, 2018 and vi) Sixth Amendment (“Sixth Amendment”) on September 3, 2019, and vii) Seventh Amendment (“Seventh Amendment”) on January 25, 2022;

WHEREAS, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment and Seventh Amendment are collectively referred to as the “Agreement”;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **Network Upgrade.** Seller agrees to upgrade the Buyer's existing P25 Phase 2, 8-channel, 6 site, 800 Mhz simulcast system which includes a new High Availability VIDA Premiere NSC, new Symphony Console hardware replacement and peripherals, new VIDA Virtual Site (VVS) and alarming to replace legacy Network Sentries, and Zetron Pathway+ Gateways to replace legacy NetworkFirst UAC based Interop Gateways as detailed in Seller’s System Upgrade Proposal dated February 2024 which is attached hereto and incorporated as Attachment A.
2. **Amendment Price -** The total price for this Amendment is **\$1,797,584.00** (“Total Amendment Price”).



3. **Payment** – For this Amendment 8, The Seller shall invoice the following milestones listed below.

Milestone Payment Schedule	%	Invoice Value
Contract Execution	5.0%	\$89,879.20
Detailed Design Review	18.0%	\$323,565.12
LMR Standard Materials Delivered to L3Harris	18.0%	\$323,565.12
Equipment Staging @ Factory	18.0%	\$323,565.12
Infrastructure Equipment Shipment	18.0%	\$323,565.12
Installation	18.0%	\$323,565.12
Final System Acceptance	5.0%	\$89,879.20
Infrastructure and Services	100%	\$1,797,584.00

4. **Total Agreement Price** – Exhibit A, Section 1 – Price Schedule of the Agreement is updated as follows:

Exhibit A, Section 1- Total Agreement Price	Date	Value
Total Agreement Price	09/18/15	\$5,075,000.00
Amendment 1 Price	10/05/16	\$0.00
Amendment 2 Price	03/28/17	\$0.00
Amendment 3 Price	09/19/17	\$265,175.16
Amendment 4 Price	02/06/18	\$0.00
Amendment 5 Price	07/03/18	\$0.00
Amendment 6 Price	09/03/19	(\$36,000.00)
Amendment 7 Price	01/25/22	\$340,688.55
Amendment 8 Price	02/20/24	\$1,797,584.00
Updated Total Agreement Price		\$7,442,447.71

5. **Full Force and Effect** – Except as provided herein, the Agreement remains unchanged and in full force and effect.

[Signature Page Follows]



L3HARRIS™

FAST. FORWARD.

ITEM 13

IN WITNESS WHEREOF, Buyer and Seller have executed this This Amendment to System Purchase Agreement.

BUYER

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS:

Name:

By: _____

Anthony W. Bertino, Jr.
President

Weston S. Young

SELLER

L3HARRIS TECHNOLOGIES, INC.

WITNESS:

Name:

By: *Tom Clair*
Tom Clair
Principal, Contracts

Lori A. Rodriguez
Lori Rodriguez
Director, Contracts

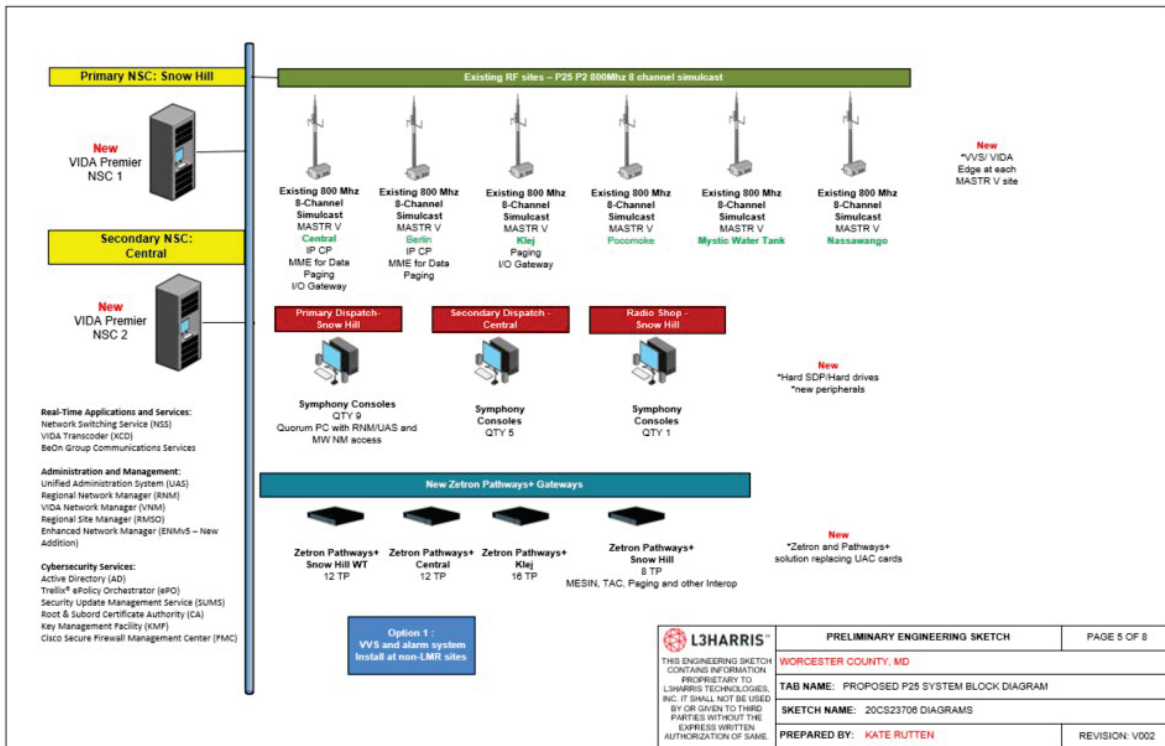
SYSTEM OFFERING

The L3Harris system upgrade to the existing P25 Phase 2, 8-channel, 6 site, 800 Mhz simulcast system includes a new High Availability VIDA Premiere NSC, new Symphony Console hardware replacement and peripherals, new VIDA Virtual Site (VVS) and alarming to replace legacy Network Sentries, and Zetron Pathway+ Gateways to replace legacy NetworkFirst UAC based Interop Gateways. The system will be networked through a redundant VIDA Premiere Network Switching Center (NSC). IP-based consoles will provide command and control.

Preliminary Block Diagram

Figure 2 provides the block diagram for the proposed design.

Figure 2. System Block Diagram



Proposed Equipment by Location

The proposed P25 system design includes the following equipment and services by site.

SNOW HILL: PRIMARY NSC

This site consists of the primary NSC. We propose the following LMR equipment for this site:

- > Primary VIDA Premier NSC including:
 - VIDA Application Server (VAS), which hosts the following software applications in a virtual machine (VM) environment:
 - Network Switching Server (NSS)
 - Unified Administration Server (UAS)
 - Region Network Manager (RNM)
 - Region System Manager-Pro (RSM-Pro)
 - Active Directory (AD)
 - Security Update Management Service (SUMS)
 - Transcoder (XCDA)
 - Trellix ePolicy Orchestrator (ePO)
 - BeOn Service capable of up to 54 clients, with smartphone client licenses included
 - Enhanced Enterprise Network Manager (ENM):
 - Connections to Ocean City's new VIDA Connect Core
 - Key Management Facility (KMF)
 - One Unitrends server
 - One Netclock timing reference
 - Networking equipment including:
 - One Cisco wide area router (WAR)
 - One Cisco regional access router (RAR) Ethernet switch
 - One Cisco internet firewall (IFW)
 - One Cisco regional firewall (RFW)
- > Software update to SR10A.7
- > Connections to the existing system management terminal (SMT) for single-point access to network management and system administration
- > Connections to existing equipment such as the Exacom logging recorder
- > Primary Dispatch – Updated Symphony hardware (SDP/hard drives) and peripherals
- > 4 Pathway+ Gateways providing 8 talkpaths for interoperability
- > One optional KMF and software VM

CENTRAL: SECONDARY NSC AND RF SITE

This site consists of the secondary NSC and one of two IP Control Points (CP). We propose the following LMR equipment for this site:

- > Secondary VIDA Premier NSC including:
 - VIDA Application Server (VAS), which hosts the same applications in a Virtual Machine (VM) environment as the Primary NSC
 - One Netclock timing reference
 - Networking equipment including:
 - One Cisco wide area router (WAR)
 - One Cisco regional access router (RAR) Ethernet switch
 - One Cisco internet firewall (IFW)
 - One Cisco regional firewall (RFW)
- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls
- > Software update to SR10A.7
- > Connections to the existing system management terminal (SMT) for single-point access to network management and system administration
- > Backup dispatch update – new Symphony hardware (SDP/hard drives) and peripherals
- > 6 Pathway+ Gateways providing 12 talkpaths for interoperability

SNOW HILL WATER TOWER: INTEROP SITE

We propose the following equipment for this site:

- > 6 Pathway+ Gateways providing 12 talkpaths for interoperability
- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls
- > One Cisco site access router (SAR)
- > One Cisco Ethernet switch (SAS)

BERLIN: RF SITE

This site is one of the two IP Control Points. We propose the following LMR equipment for this site:

- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls
- > Software update to SR10A.7
- > One Cisco site access router (SAR)
- > One Cisco Ethernet switch (SAS)
- > 8 Pathway+ Gateways providing 16 talkpaths for interoperability

KLEJ: RF SITE

We propose the following LMR equipment for this site:

- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls
- > Software update to SR10A.7
- > One Cisco site access router (SAR)
- > One Cisco Ethernet switch (SAS)
- > 8 Pathway+ Gateways providing 16 talkpaths for interoperability

POCOMOKE, MYSTIC WATER TANK, AND NASSAWANGO: RF SITES

We propose the following LMR equipment for each of these three sites:

- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls
- > Software update to SR10A.7
- > One Cisco site access router (SAR)
- > One Cisco Ethernet switches (SASs)

MICROWAVE ONLY SITES (OPTIONAL)

We propose the following optional equipment for each of these five sites:

- > One VIDA Virtual Site Manager with 48 active low digital inputs, 8 active high digital inputs, and 8 active high digital outputs for alarms and controls

SPARES (OPTIONAL)

A minimal but crucial set of spare parts are included in this offering as an option, per below:

Part #	Description	Spares Qty
VIDA Core and RF Site Spares		
MANS-CP9B	Netclock,GPS Master Clock	1
MANS-AN3S	Kit,GPS Antenna,Outdoor,For Netclock	1
VS-CR1Z	ROUTER,ISR,C1111-4P,APP	1
VS-CR3G	FIREWALL, FPR1010	1
VS-CR3D	FIREWALL,FPR1010, WITH ANYCONNECT	1
VS-CU9B	SWITCH,SMARTNET,C9200L-24T-4X-A	1
VS-CR3C	ROUTER,APP,C921-4P	1
VS-CR1Y	ROUTER,ISR,C1111-4P,SEC	1
VS-CR1V	ROUTER,ISR,C1111-4P	1
VS-CU9A	SWITCH,SMARTNET,C1000FE-24T-4G-L	1
SAMD8R	POWER SUPPLY, DC, VIDA EDGE	1
VS-CJ4J	POWER SUPPLY, CUI, DC-DC CONV,C1111	1
VS-CU9J	KIT, PATHWAY ANALOG GATEWAY	1
VS-PS3W	POWER SUPPLY,AC, PATHWAY	1

PRICING SUMMARY

L3Harris is pleased to provide Worcester County with the following firm fixed price proposal. Pricing is valid for 90 days from submittal date of February 8, 2024. Upon expiration of the pricing validity, L3Harris reserves the right to provide an updated pricing proposal.

SYSTEM INFRASTRUCTURE	PRICE (USD \$)
Premier Core Equipment, Software, and Licenses	\$525,890.00
Symphony Dispatch Platform, Software, and Licenses	\$147,590.00
VIDA Virtual Site	\$165,060.00
Pathway+	\$74,000.00
Spare Infrastructure Components	\$27,584.00
SYSTEM INFRASTRUCTURE SUBTOTAL	\$940,124.00
PROFESSIONAL SERVICES	PRICE (USD \$)
System Engineering and Installation Services	\$597,730.00
Program Services and Project Management	\$335,100.00
Staging & Freight	\$70,910.00
PROFESSIONAL SERVICES SUBTOTAL	\$1,003,740.00
<i>SYSTEM TOTAL</i>	<i>\$1,943,864.00</i>
<i>One-time System Discount</i>	<i>-\$146,280.00</i>
PROJECT TOTAL	\$1,797,584.00



EMERGENCY SERVICES

Worcester County

GOVERNMENT CENTER

ONE WEST MARKET STREET, ROOM 1002

SNOW HILL, MARYLAND 21863-1193

TEL: 410.632.1311 FAX: 410.632.4686

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: L3Harris Amendment #9 purchase agreement

Date: February 14, 2024

The Department of Emergency Services has been working for a couple years now on a solution to improve coverage of the public safety radio system in the areas roughly surrounding Newark. After extensive research, consultation with consultants, and consultation and negotiation with the radio system manufacturer, the Department has received a proposal from L3Harris to change the antenna patterns at the Central Site Lane transmitter site and install a new transmitter site in downtown Snow Hill. This new site will leverage the investment in the new shelter being installed at the Snow Hill Water Tank. This project is expected to significantly improve coverage in the area between Snow Hill and Berlin while also significantly improving coverage in downtown Snow Hill.

Please find attached Amendment #9 to the system purchase agreement in the amount of \$924,082.00 for the procurement, installation, and testing of this new site and modifications to the Central Site Lane tower. There is currently \$870,000.00 programmed for this project within the FY24 Assigned Fund Balance. The deficit between the contract amount and budgeted funds may be funded by \$202,416.00 in cost savings found within the system IT refresh project contained within Amendment #8.

I am available for any questions that you may have.



NINTH AMENDMENT TO SYSTEM PURCHASE AGREEMENT

THIS AMENDMENT (hereinafter “Amendment”) is made and entered into this ____ day of _____, 2024 (“Effective Date”), by and between County Commissioners of Worcester County, Maryland (hereinafter referred to as “Buyer”) and L3Harris Technologies, Inc. formerly Harris Corporation, a Delaware corporation, acting through its RF Communications Division (hereinafter referred to as “Seller”) together the (“Parties”).

RECITALS

WHEREAS the Parties entered into a System Purchase Agreement on September 18, 2015 for Seller to provide an 800 MHz P25 Radio System Migration (“Agreement”);

WHEREAS the Parties i) entered into the First Amendment to System Purchase Agreement (“First Amendment”) on October 05, 2016, ii) entered into the Second Amendment (“Second Amendment”) on March 28, 2017, iii) entered into the Third Amendment (“Third Amendment”) on September 19, 2017, iv) entered into the Fourth Amendment (“Fourth Amendment”) on February 06, 2018, and v) entered into the Fifth Amendment (“Fifth Amendment”); on July 3, 2018 and vi) Sixth Amendment (“Sixth Amendment”) on September 3, 2019, vii) Seventh Amendment (“Seventh Amendment”) on January 25, 2022, and viii) Eighth Amendment (“Eighth Amendment”) on February 20, 2024;

WHEREAS, the Agreement, First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, and Eighth are collectively referred to as the “Agreement”;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties to this Amendment and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree to amend the Agreement as follows:

1. **P25 Site Addition.** Seller agrees to perform the work as described in Seller’s P25 Site Addition Proposal dated February 2024 which is attached hereto and incorporated as *Attachment A*.
2. **Amendment Price** - The total price for this Amendment is **\$924,082.00** (“Total Amendment Price”).



- 3. **Payment** – For this Amendment 8, The Seller shall invoice the following milestones listed below.

Milestone Payment Schedule	%	Invoice Value
Contract Execution	5.0%	\$46,204.10
Detailed Design Review	22.5%	\$207,918.45
Equipment Staging @ Factory	22.5%	\$207,918.45
Infrastructure Equipment Shipment	22.5%	\$207,918.45
Installation	22.5%	\$207,918.45
Final System Acceptance	5.0%	\$46,204.10
Infrastructure and Services	100%	\$924,082.00

- 4. **Total Agreement Price** – Exhibit A, Section 1 – Price Schedule of the Agreement is updated as follows:

Exhibit A, Section 1- Total Agreement Price	Date	Value
Total Agreement Price	09/18/15	\$5,075,000.00
Amendment 1 Price	10/05/16	\$0.00
Amendment 2 Price	03/28/17	\$0.00
Amendment 3 Price	09/19/17	\$265,175.16
Amendment 4 Price	02/06/18	\$0.00
Amendment 5 Price	07/03/18	\$0.00
Amendment 6 Price	09/03/19	(\$36,000.00)
Amendment 7 Price	01/25/22	\$340,688.55
Amendment 8 Price	02/20/24	\$1,797,584.00
Amendment 9 Price	02/20/24	\$924,082.00
Updated Total Agreement Price		\$8,366,529.71

- 5. **Full Force and Effect** – Except as provided herein, the Agreement remains unchanged and in full force and effect.

[Signature Page Follows]



L3HARRIS™

FAST. FORWARD.

ITEM 14

IN WITNESS WHEREOF, Buyer and Seller have executed this This Amendment to System Purchase Agreement.

BUYER

COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND

WITNESS:

Name:

By: _____

Anthony W. Bertino, Jr.
President

Weston S. Young

SELLER

L3HARRIS TECHNOLOGIES, INC.

WITNESS:

Name:

By: *Tom Clair*
Tom Clair
Principal, Contracts

Lori A. Rodriguez
Lori Rodriguez
Director, Contracts

System Description

INTRODUCTION

L3Harris welcomes the opportunity to propose a site expansion to Worcester County's existing 800Mhz P25 P2 system. This addition of a seventh Radio Frequency (RF) site will expand coverage in critical areas of the county, provide a high-level of redundancy and a low total cost of ownership.

By leveraging advances in standards-based Information Technology, L3Harris offers a unique IP-based network solution for the challenges many critical communications users face today. This solution grants access to information that users need today and well into the future. It is flexible, scalable, and ready to address communications needs.

We make communications projects simpler with Worcester County's goals at the forefront. Our solutions do not have a pre-determined end-of-life, but we instead design for long-term deployment and low total cost of ownership. IP-centric solutions ease installation and transition burdens and provide a flexible path to future technologies.

The proposed system expansion will integrate a new site featuring industry leading MASTR V base stations and a new antenna system at Snow Hill WT, and a replacement of existing antennas at Central.

THE L3HARRIS ADVANTAGE

- > **Reliability, Outstanding Value** – The proposed system is a complete communications hardware package at a cost-effective price-point and designed to support mission critical and professional communications. Non-proprietary, commercial-off-the-shelf (COTS) equipment provides ease of replacement and mitigates system obsolescence.
- > **Designed for a Long-Life Cycle** – True end-to-end IP system architecture greatly reduces the need for network hardware, resulting in lower maintenance and total cost of ownership via modular architecture that uses virtualization. L3Harris understands the convergence of public safety narrowband and broadband operation and has designed VIDA for public safety broadband convergence. Worcester County will have a network ready to evolve as future needs change. In addition, we are proposing our trusted industry-leading base station, providing a safe early adoption journey that will maximize the availability to Worcester County of replacement parts and support for the system into the future.
- > **Expandable** – The scalability of the proposed RF equipment and network offers the ability to add different sub-systems to the system to meet emerging needs. The proposed architecture can easily expand to accommodate additional users, enhanced coverage, and features as needs change, in a cost-effective manner.
- > **Distributed Redundant IP Simulcast Control Point** – L3Harris' latest simulcast technology virtualizes the simulcast control point application and removes all simulcast hardware requirements. This system is more reliable and flexible in meeting the needs of the Worcester County users.

SYSTEM OFFERING

The L3Harris system offering includes a new RF site with an antenna system at the Snow Hill Water Tower (WT), and antenna replacement at Central. This expansion will yield a 7 site, 8-channel, P25 Phase 2, 800 MHz trunked simulcast system. The system will be networked through the County's existing Network Switching Center (NSC).

Summary of System Offering

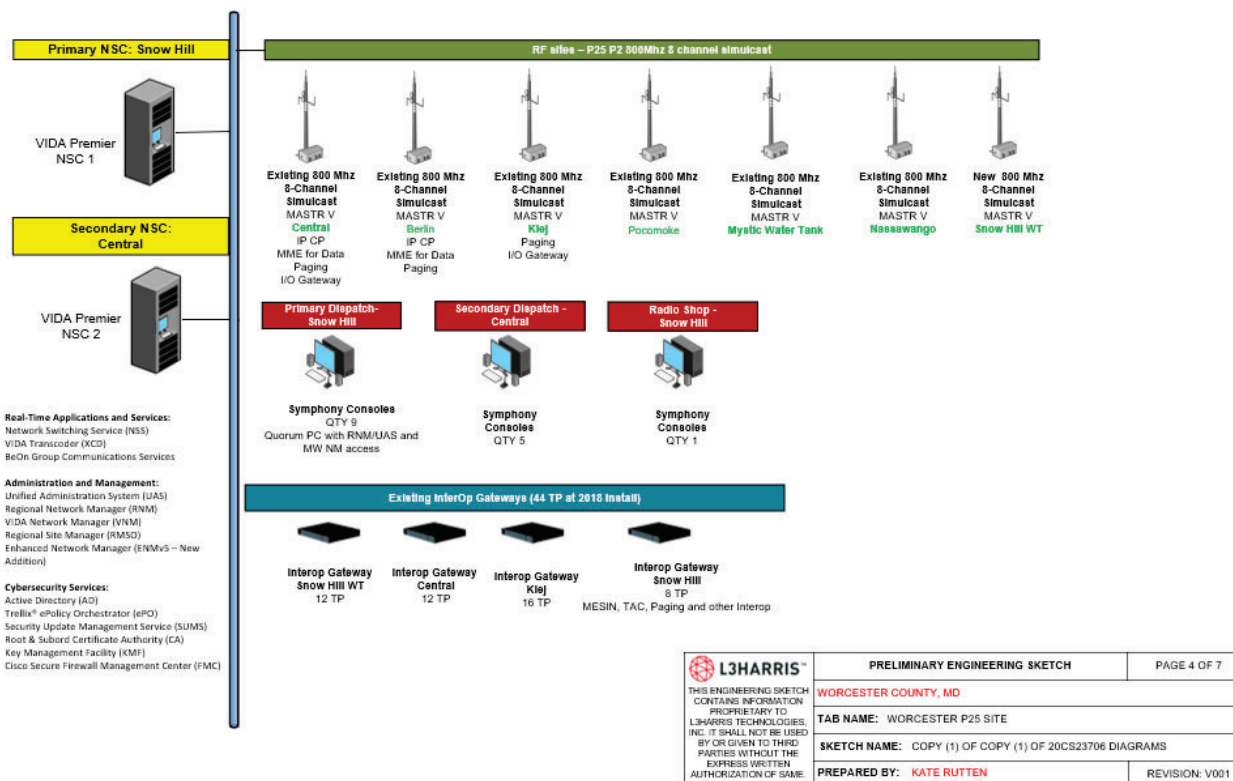
The L3Harris system offering includes:

- > Addition of one P25 Phase 2 trunked simulcast site, operating in the 800 MHz band, using MASTR V RF site equipment at the Snow Hill Water Tower site:
 - Redundant distributed control points
 - Site networking equipment
 - Eight (8) RF channels at the site
 - Antenna system
- > At the Central Site:
 - New omni-directional antennas
 - New TTA

Preliminary Block Diagram

Figure 1 provides the block diagram for the proposed design.

Figure 1. System Block Diagram



Proposed Equipment by Location

The proposed system expansion includes the following sites and equipment.

SITE 1: CENTRAL

This existing site currently has directional antennas. We propose replacement with omni-directional Tx/RX antennas at this site. The same antenna locations and heights will be reused as planned by the County.

- > One (1) Tx Antenna from Sinclair Technologies
- > One (1) Rx Antenna from Sinclair Technologies
- > One (1) Combilent TTA

SITE 2: NEW SNOW HILL WATER TOWER SITE

This new RF site consists of a Tx/Rx simulcast site with a new antenna system. We propose the following equipment for this site:

- > One 8-channel, 800 MHz P25 Phase 2 RF simulcast site including:
 - P25 simulcast site common equipment, including redundant GPS frequency reference systems
 - Site licensing
 - Eight (8) 800 MHz MASTR V base stations
 - RF antenna system including:
 - One (1) Combilent combiner
 - One (1) Combilent multicoupler/TTA system
 - One (1) DS7C10 dbSpectra Tx antenna
 - One (1) DS7C10 dbSpectra Rx antenna
 - Coax, cables, and connectors to accommodate tower height
- > One (1) Cisco site access routers (SARs)
- > Two (2) Cisco Ethernet switches (SASs)

SYSTEM COVERAGE SOLUTION

Coverage Model

L3Harris' internal toolset for propagation modeling is known as RAPTR (Radio Analysis and Propagation Tool Repository). RAPTR propagation modeling is compatible with Telecommunications Industry Association (TIA) Telecommunications Systems Bulletin TSB-88 "Wireless Communications Systems - Performance in Noise and Interference Limited Situations – Recommended Methods for Technology-Independent Modeling, Simulation, and Verification." RAPTR uses the Okumura-Hata-Davidson (OHD) model as described in TSB-88. Factors relating to environment and terrain combine to derive the total

path loss value. RAPTR employs the Epstein-Peterson diffraction model in conjunction with the OHD model in a proprietary method to greatly enhance the path loss calculation. The diffraction calculations coupled with the environment database further increase the accuracy of the path loss calculation.

RAPTR uses a tile method for analyzing the propagation, a much more accurate method than the older radial method. Radial methods begin to lose resolution as the distance from the site increases, the distance increases between evaluation locations from radial to radial. The tile method uniformly predicts the coverage for a system by dividing the project area (i.e., County jurisdictional boundary area) into small areas called tiles. The size of the tiles used by RAPTR is three arc-seconds, approximately 300 feet per side. RAPTR models the propagation from a site to each tile in the project area. With the tile method, the interaction of signals from different sites can be more accurately determined. This increases the accuracy of evaluating coverage for simulcast systems, voting systems, multisite networks, interference, and handoff (roaming).

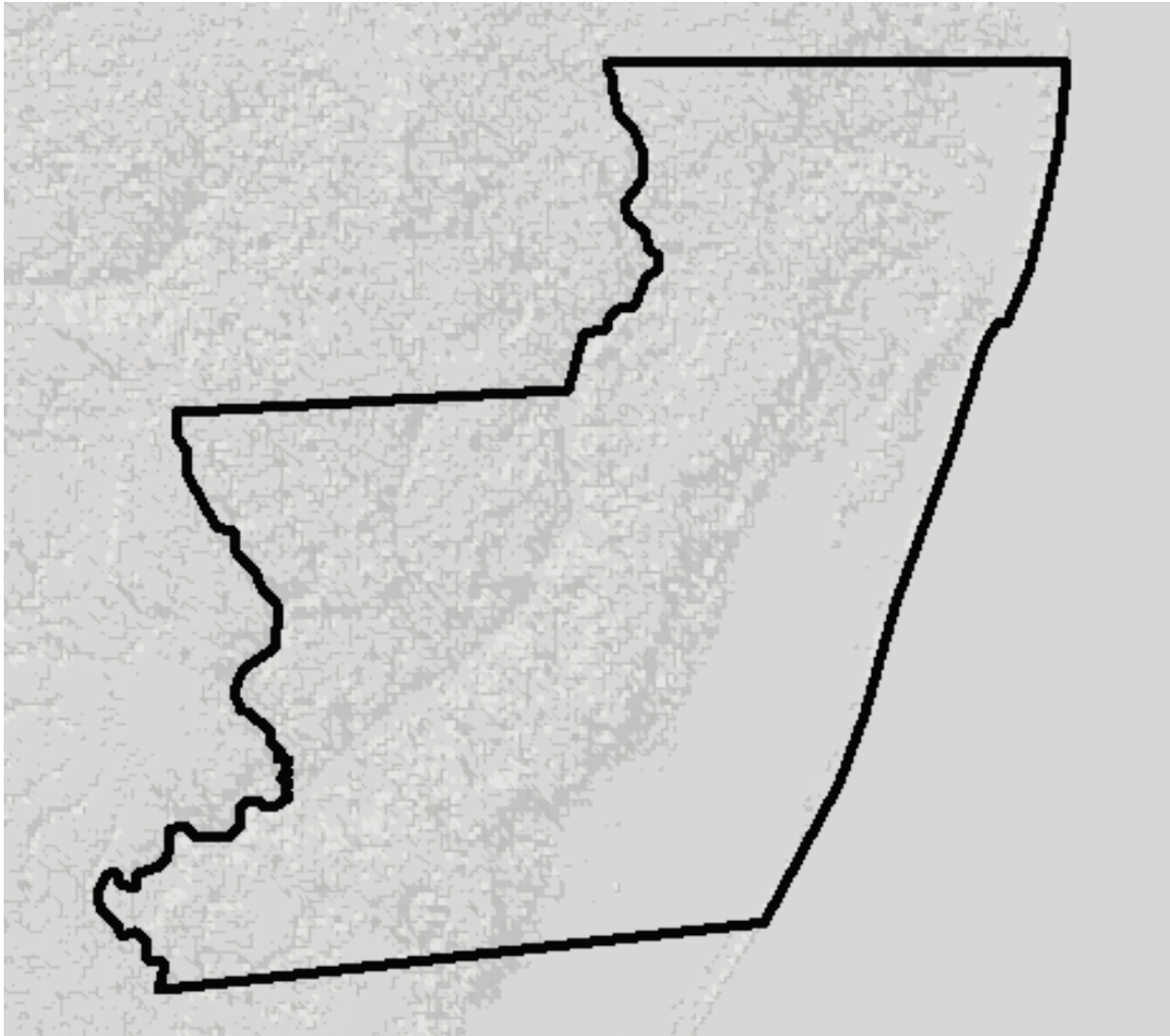
The RAPTR path loss calculation methods are the result of evaluating over 189,000 different propagation paths as part of an extensive data collection effort performed over a period of years. These paths encompassed a variety of terrain and environment features, ranging from over water paths, to flat terrain, to mountainous areas. It also included varying environmental conditions, ranging from highly urbanized areas to rural, open, and forested areas. As a result, the propagation model has been refined to perform in all the conditions present in a land-mobile radio system. The model is accurate from flat terrain to highly rugged mountainous terrain, and from urban to rural areas.

RAPTR uses the Rayleigh statistical distribution for multi-path fading which results in a 9-dB fading factor for our designs. This fading factor is built into the thresholds that we use for each frequency band and type of coverage. To account for location variability within a tile, we use log-normal fading which adds an adjustment of several dB to the required signal level. The amount of dB added is dependent on the test confidence we are seeking, if a higher test confidence is required, the amount of margin is higher.

Terrain Database

The accuracy of any coverage prediction is to a large degree dependent upon the terrain data available for the project. RAPTR makes use of United States Geological Survey (USGS) 30-meter data, which provides high degrees of resolution and accuracy. The 30-meter data is incorporated into the main RAPTR terrain database using methods described in TSB-88. The terrain data can be displayed within RAPTR to give RF coverage engineers the ability to locate sites based on elevation. The terrain can be displayed in either an aerial view, as a colored contour map or combined. The Worcester County terrain data is shown in Figure 2.

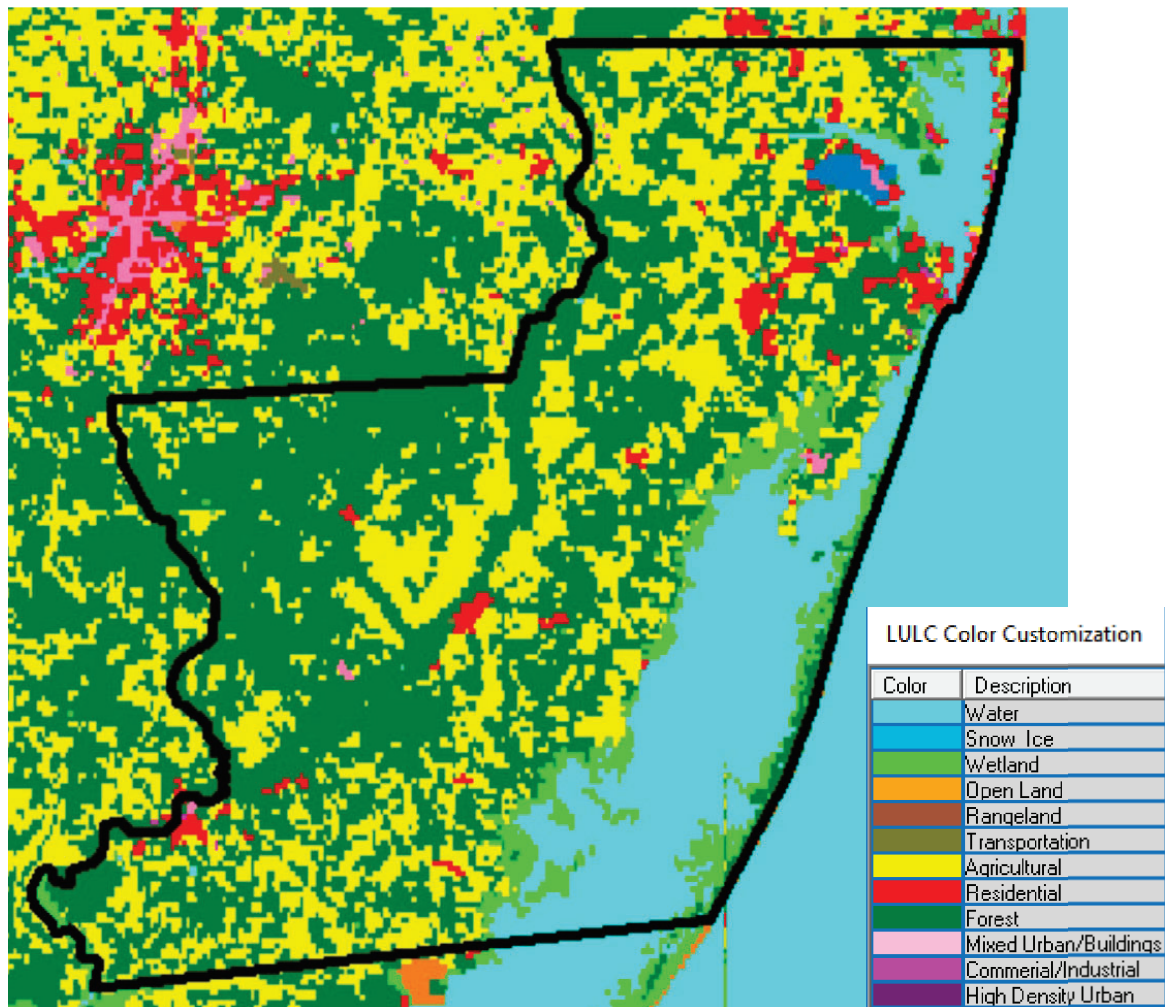
Figure 2. Worcester County Terrain Data with Elevation



Environment Classifications

Using environment information further enhances the coverage prediction accuracy. Each site location provided by the Worcester County was evaluated for the surrounding environment type. This process involved visually inspecting each of the site locations via Google Earth and configuring each site to a specific environment category. Factoring environment types into coverage prediction increases the coverage design accuracy by allowing the propagation model to account for the type of local clutter present. Figure 3 describes the environment classification of the general areas surrounding each of the sites.

Figure 3. Worcester County Terrain Classifications



Coverage Information

- > Designed to a DAQ of 3.4
- > One site at Snow Hill will be added to the existing simulcast cell
- > The antenna at Central will be changed from a directional to an omnidirectional antenna
- > Intermodulation analysis based on 30 kHz channels for 2nd through 7th order products
- > L3Harris is not including any coverage guarantees as part of this proposal

Coverage Design

The L3Harris 800 MHz coverage design is based on bounded area reliability. The design is path-balanced for portable radios, meaning portable radio coverage is approximately equal in the talk-out and talk-back directions. The design is established to achieve DAQ 3.4 voice quality throughout the predicted covered areas, as described below in Figure 4.

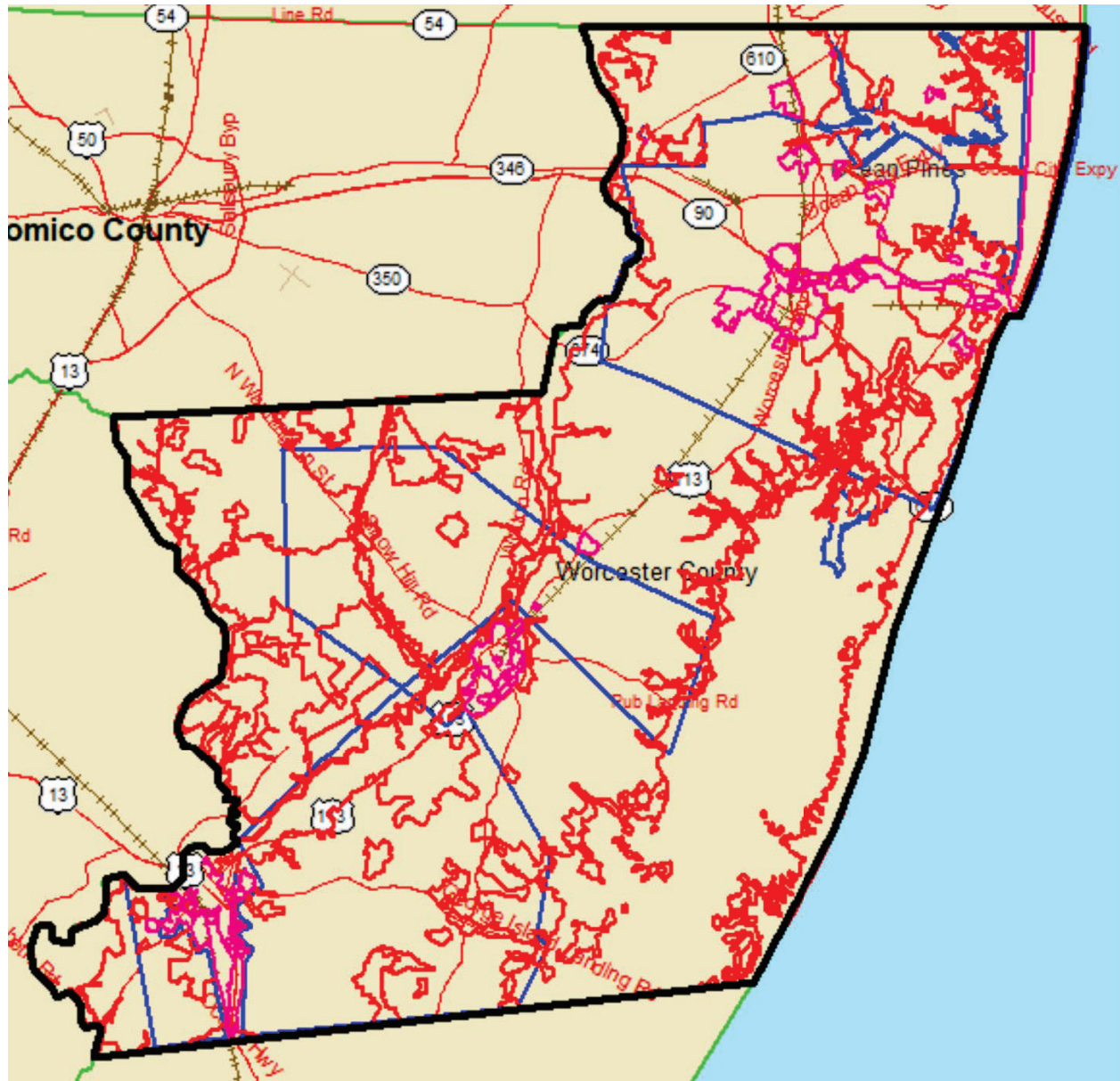
Figure 4. Delivered Audio Quality Classifications as defined by TSB88

DELIVERED AUDIO QUALITY	SUBJECTIVE PERFORMANCE DESCRIPTION
DAQ 5.0	Speech easily understood.
DAQ 4.5	Speech easily understood. Infrequent noise/distortion.
DAQ 4.0	Speech easily understood. Occasional noise/distortion.
DAQ 3.4	Speech understandable with repetition only rarely required. Some noise/distortion.
DAQ 3.0	Speech understandable with slight effort. Occasional repetition required due to noise/distortion.
DAQ 2.0	Understandable with considerable effort. Frequent repetition due to noise/distortion.
DAQ 1.0	Unusable: speech present but unreadable.

Bounded Area

The service areas consist of a portable outdoor, portable in 6 dB, portable in 14dB, and portable in 20 dB building areas. The boundaries can be seen below in Figure 4. The black boundary is Worcester County. The red boundary is 6dB building, the blue boundary is 14 dB building and the pink is 20 dB building.

Figure 5. Worcester County Service Area Boundaries



PRICING SUMMARY

L3Harris is pleased to provide Worcester County, Maryland with the following firm fixed price proposal. Pricing is valid for 90 days from submittal date of February 14, 2024. Upon expiration of the pricing validity, L3Harris reserves the right to provide an updated pricing proposal.

BASE OFFERING	PRICE (USD \$)
Snow Hill RF Site Equipment	\$333,982.00
Snow Hill Antenna System and Intall Services	\$179,216.00
System Engineering	\$221,834.00
Projecet Management	\$169,295.00
Installation Services	\$147,511.00
Staging & Freight	\$8,162.00
Coverage Testing Removal	-\$56,000.00
Network Sentry Removal	-\$22,195.00
Customer Loyalty Discount	-\$60,000.00
Central TTA	\$2,277.00
PROJECT TOTAL	\$924,082.00

**State and Local taxes not included*

Milestone Payment Schedule	%	Invoice Value
Contract Execution	5.0%	46,204.10
Detailed Design Review	22.5%	207,918.45
Equipment Staging @ Factory	22.5%	207,918.45
Infra Equipment Shipment	22.5%	207,918.45
Installation	22.5%	207,918.45
Final System Acceptance	5.0%	46,204.10
Infrastructure & Services	100%	\$924,082.00



Worcester County Department of Environmental Programs
 Worcester County Government Center, 1 West Market Street, Rm 1306 | Snow Hill MD 21863
 Tel: (410) 632-1220 | Fax: (410) 632-2012

Memorandum

To: Weston S. Young, P.E., Chief Administrative Officer

From: Robert J. Mitchell, LEHS, REHS/RS 
 Director, Environmental Programs

Subject: **Rural Legacy – FY 22 Agreement of Sale**
 Coastal Bays Rural Legacy Area
 Rose/Fair, TM 93, P 49, 7 lots
 58.68 +/- Acres

Date: 2/12/24

Attached you will find a memorandum from Katherine Munson with an application for requested funding for the Coastal Bays Rural Legacy Area (RLA) for approval by the County Commissioners. Two appraisals were conducted by two independent appraisers. The easement value is \$2,948/acre, and this price was derived by the calculated mean of these two appraised values. The final price was negotiated with the landowner and MD DNR. The final survey will determine the exact acreage and boundary for the final easement value. The funding, provided by FY 22 Coastal Bays Rural Legacy Funds, will be used to purchase a conservation easement for this property and also funds incidental and administrative costs.

Attached with memorandum from Katherine is a conservation easement agreement of sale. This property consists of 58.68 +/- acres located north of Bill Millpond Road and west of Steelpond Road in Stockton, Maryland.

Rural Legacy pays landowners for permanent conservation easements on their properties. The program is funded through a combination of state Program Open Space and general obligation bonds from the state's capital budget. There are two (2) approved legacy areas in Worcester County – the Dividing Creek RLA (approved 2008) and the Coastal Bays RLA (approved 1999), and one (1) RLA, Showell-Bishopville, which is pending formal approval by the state.

With respect to this particular property, the land is within a high value area for protection for agriculture and borders Big Millpond with forested buffers. The protection preserves the landscape viewshed and is within an area of protected farmlands. The owner is surrendering seven (7) subdivision and development lots, save a single permitted residence. Farming will be allowed, but owner must abide by impervious surface limits which include no Confined Animal Feeding Operations (CAFOs), and limits will be placed on agricultural buildings.

These agreements were reviewed by the County Attorney. We would respectfully request the approval of the County Commissioners on this easement. The signature pages are marked for endorsement and should be signed by President Bertino, Mr. Young, and Mr. Leslie.

ITEM 15

If you have any questions or need additional information please let me know. Both Katherine and I will be available to discuss this matter.

Attachments

cc: Roscoe Leslie
Katherine Munson
Lynn Wright



DEPARTMENT OF
ENVIRONMENTAL PROGRAMS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET, ROOM 1306
SNOW HILL, MARYLAND 21863
TEL: 410.632.1220 / FAX: 410.632.2012

AGRICULTURAL PRESERVATION
CONSERVATION PROGRAM
WATER & SEWER PLANNING
SHORELINE CONSTRUCTION

WELL & SEPTIC
NATURAL RESOURCES
PLUMBING & GAS
COMMUNITY HYGIENE

Memorandum

TO: Robert Mitchell, Director

FROM: Katherine Munson, Planner *VM*

SUBJECT: Coastal Bays Rural Legacy Area—Rose/Fair Tax Map 93, Parcel 49, 7 lots;
Agreement of Sale

DATE: January 31, 2024

This project is to be funded by FY22 Coastal Bays Rural Legacy Area funds. A map is attached showing the location of this property in the Rural Legacy Area.

The seven (7) lots will be eliminated; no subdivision will be allowed by the deed of easement. One home will be allowed. Impervious surface will be strictly limited, so no CAFOs would be allowed.

Two "before and after" appraisals were completed. The easement values arrived at are \$164,000 (WR McCain and Associates) and \$182,000 (Associated Appraisers). Attached is the summary page from each appraisal.

The landowners were offered the average of the two values: \$173,000.

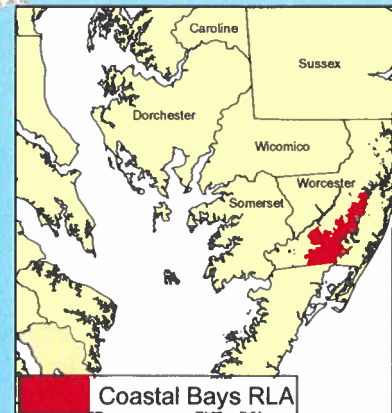
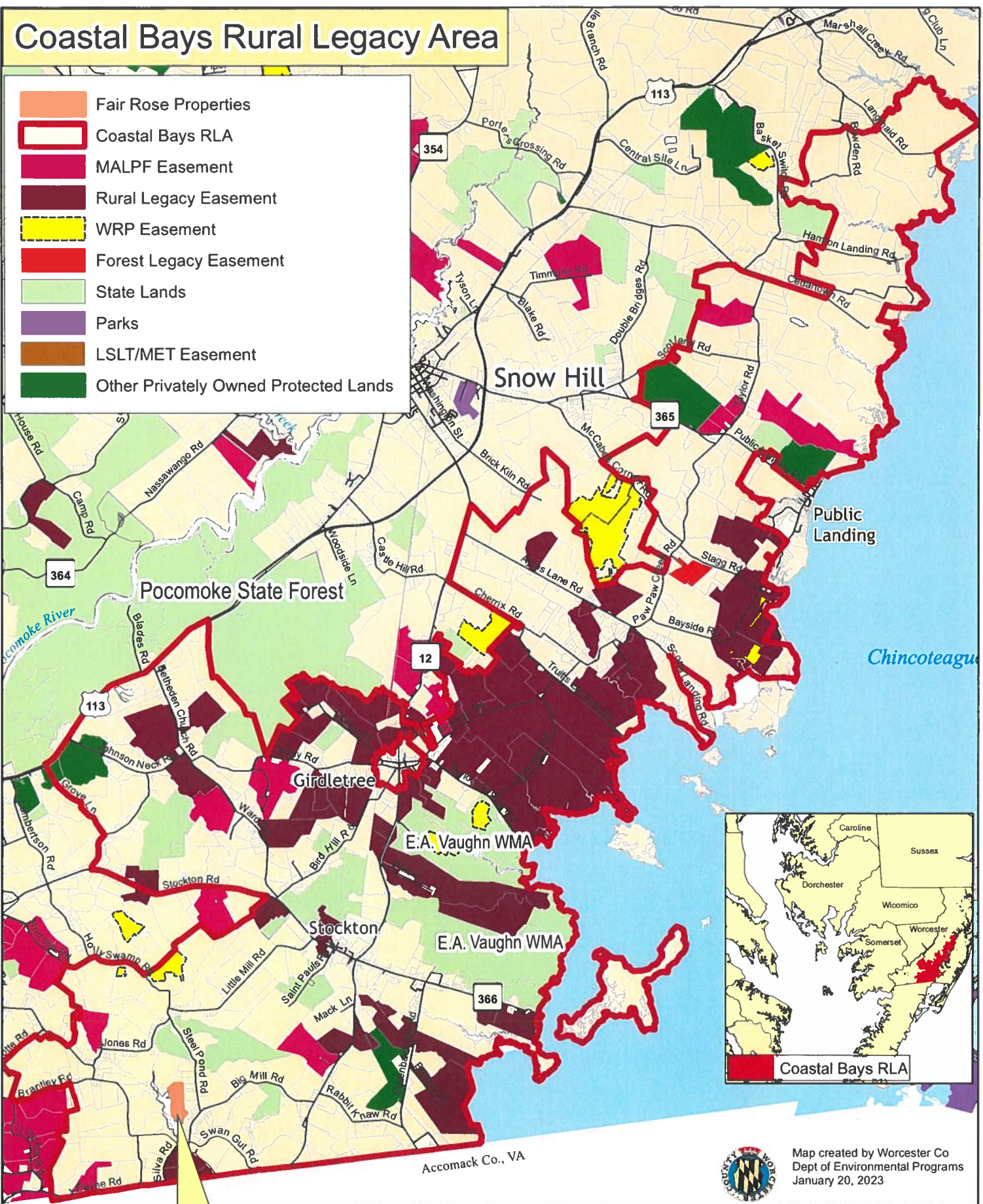
Attached is a contract of sale that has been signed by the landowners.

Please let me know of any questions you have.

Attachments

Coastal Bays Rural Legacy Area

- Fair Rose Properties
- Coastal Bays RLA
- MALPF Easement
- Rural Legacy Easement
- WRP Easement
- Forest Legacy Easement
- State Lands
- Parks
- LSLT/MET Easement
- Other Privately Owned Protected Lands



Map created by Worcester Co
 Dept of Environmental Programs
 January 20, 2023



Fair/Rose Property

ITEM 15

Owner: Robert Rose, Bonnie Fair and Freddie Fair
Steel Pond Road
M 93 P 49
Lot 2A 7.73 acres
Lot 2B: 7.28 acres
Lot 2C: 7.53 acres
Lot 2D: 9.09 acres
Lot 3 8.85 acres
Lot 4: 10.16 acres
Lot 5: 8.04 acres

 Subject property



<u>SUMMARY OF IMPORTANT DATA AND CONCLUSIONS</u>	
REPORT TYPE:	Appraisal Report File No. CC18737
REPORT DATE:	September 13, 2023
LOCATION:	North of Big Mill Rd Stockton, MD 21864 Map 93 Parcel 49 Lots 2A-2D, 3-5
OWNER OF RECORD:	Robert D. Rose & Bonnie L. & Freddie Ray Fair
LAND AREA BEFORE/AFTER:	58.58 +/- Acres (tax records) 58.58 +/- Acres
IMPROVEMENTS:	No improvements
ZONING:	A-1 & RP
CENSUS TRACT:	9514.00
FLOOD MAP STATUS:	Zone X - The subject is not in a flood zone. Panel 24047C0375H, July 16, 2015
FLOOD ZONE COMMENTS	The subject is not in a flood zone.
HIGHEST AND BEST USE BEFORE:	Residential
HIGHEST AND BEST USE AFTER:	Agriculture w/ potential for a dwelling
PROPERTY RIGHTS APPRAISED:	Fee Simple
BEFORE VALUE	\$340,000
AFTER VALUE	\$176,000
VALUE OF EASEMENT/DIFFERENCE:	\$164,000
EFFECTIVE DATE	August 22, 2023
APPRAISERS:	F. Lee Gosnell William McCain, MAI, MBA



Executive Summary

Appraisal Of	Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4, 5		
Effective Date of Value	August 20, 2023		
Date of Inspection	August 20, 2023		
Report Date:	October 4, 2023		
Report Type:	Appraisal Report		
Owner(s) of Record	Robert D. Rose, Bonne L. Rose and Freddie Ray Fair, Jr.		
Intended User	The client and intended user is Worcester County and it's contractors and it's agents.		
Intended Use	The intended use is to provide an opinion of market value of the larger parcel for the placement of a Conservation Easement on the larger parcel in accordance with the "Before and After Rule"		
Property Location	Tax Map 93, Grid 22, Parcel 49, Lots 2A-2D, 3, 4 and 5 North of Big Millpond Road and West of Steel Pond Road		
Tax Identification	Lot	Size-Acres	Tax ID
	2A	7.73	24-08-005982
	2B	7.28	24-08-013748
	2C	7.53	24-08-013756
	2D	9.09	24-08-013764
	3	8.85	24-08-013292
	4	10.16	24-08-013306
	5	8.04	24-08-013314
Total Land Area - Larger Parcel	58.68 +/- Acres		
Property Rights Appraised	Fee Simple		
Improvements	Vacant and unimproved		
Highest and Best Use	Agriculture, Timber, Outdoor Recreation		
Value			
Before Value	\$ 381,500		
After Value	\$ 199,500		
Estimated Value of Easement	\$ 182,000		
Unit Value per Acre of Acquisition	\$ 3,100		

AGREEMENT OF SALE

THIS AGREEMENT OF SALE ("Agreement"), dated as of the _____ day of _____, 202_ is made by and between ROBERT D. ROSE and FREDDIE RAY FAIR, JR., ("Sellers"), and the County Commissioners of Worcester County, Maryland ("Buyer").

1. The Sellers are the owners of that property ("Property") located in the eighth tax district of Worcester County, Maryland; which is one parcel, 58.68 acres total, more or less, divided into seven (7) lots, and located on Steel Pond Road, Stockton, MD 21864, having tax ID numbers of 08-005982, 08-013748, 08-013756, 08-013764, 08-013292, 08-013306, 08-013314, described in the deed recorded in Worcester County Land Records at Book 2891, Page 125.
2. The Buyer desires to purchase a conservation easement from the Sellers over and across the Property on the terms and conditions set forth in this Agreement.
3. The Sellers are willing to grant to Buyer and/or its assigns for the hereinafter price, a conservation easement in perpetuity, on, over, and across the Property.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

SECTION 1. PURCHASE AND SALE.

Subject to the terms and conditions set forth in this Agreement, Sellers hereby agree to sell to Buyer and Buyer hereby agrees to purchase from Sellers a Conservation Easement on, over and across the Property: attached is **Exhibit A** which is which is recorded surveys of the property.

SECTION 2. PURCHASE PRICE AND PAYMENT.

2.1. The Purchase Price to be paid for the Rural Legacy Program Easement (as defined below) shall be Two Thousand Nine Hundred and Forty-Eight Dollars and 19/100 cents (\$2,948.19) per acre of which \$1.00 has been paid upon signing.

2.2. At Closing (as defined below), the entire Purchase Price shall be payable by Buyer to Sellers by cash or County check.

2.3. The payment of the Purchase Price for the Deed of Conservation Easement is complete payment for the status and quality of the title to the Property required to be conveyed under this Agreement.

SECTION 3. CLOSING.

The consummation of the transaction contemplated in this Agreement ("Closing") shall take place on or before January 24, 2025 at a date, time and at a place as set by Buyer, unless

extended in writing for an additional 90 days by Buyer in order to obtain the approvals required by the Rural Legacy Board and Board of Public Works.

SECTION 4. CONVEYANCE OF THE EASEMENT.

4.1. At Closing, Sellers shall convey to Buyer, and/or its assigns the Deed of Conservation Easement (“Easement”) to the Property in the same form and containing those restrictions and conditions set forth in the Easement attached hereto as **Exhibit B**, and made a part hereof. The deed of easement shall include the right to one (1) single family detached dwelling unit, location of which will be subject to approval of Buyer. Title shall be good and marketable and free and clear of any and all encumbrances, exceptions, limitations, leases and liens whatsoever, except that any mortgages shall be subordinate to the Easement at Closing if they are to remain as a lien. Title to the Property shall be insurable at regular rates by Buyer's title insurance company without any exception for mechanic's liens or rights of persons in possession. In the event a lien holder fails to execute a required subordination at or prior to Closing to the satisfaction of the Buyer, the Buyer at its sole option, may terminate this Agreement and the parties shall have no further obligation to each other.

4.2. Sellers shall not mortgage, lease, encumber or otherwise dispose of the Property, or any part thereof, prior to Closing or the termination of this Agreement without first having obtained the prior written consent of the Buyer.

SECTION 5. CONDITION OF THE PROPERTY AND RISK OF LOSS.

5.1. If prior to or through Closing, all or a substantial part of the Property is destroyed or damaged, without fault of the Buyer, then this Agreement, at the option of the Buyer, upon written notice to Sellers, shall be null and void and of no further effect and the parties shall have no further obligation to each other, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer.

5.2. Sellers covenant that at Closing, the Property shall be in the following condition:

i) No major alterations or construction that would be inconsistent with the terms of the Easement will be made to the Property from and after the effective date of this Agreement.

5.3. From and after the effective date of this Agreement, Sellers grant permission to the Buyer and its contractors and subcontractors to enter upon the Property for the purpose of making tests, surveys and inspections of the Property and the improvements thereon. Without limiting the generality of the foregoing, Buyer shall have the right to inspect the Property, one or more times prior to Closing, for the purpose of determining whether the Property is in the condition, status and quality required under this Agreement.

5.4. The Sellers are responsible for the removal of dumps of materials including but not limited to soil, rock, other earth materials, trash, ashes, garbage, waste, abandoned vehicles, appliances, machinery or other material on the Property to the satisfaction of the Buyer. Soil,

rock, other earth materials and vegetative matter may remain stored on the Property for reasonable agriculture and silviculture purposes or for construction or maintenance of structures or means of access ongoing at the time of this Agreement and permitted under the Easement, as determined by the Buyer.

SECTION 6. CLOSING COSTS.

6.1. Buyer shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

- i) any state or county recordation and transfer taxes or fees or other costs imposed upon the recordation of the Easement.
- ii) all expenses for examination of title and the premium for any title insurance obtained by it.

6.2. Sellers shall pay the following costs associated with the consummation of the transaction contemplated in this Agreement:

- i) all taxes and fees relating to the recordation of any release or subordination of a mortgage, deed of trust, or other lien or encumbrance affecting the Property which is to be released, subordinated or discharged at Closing;
- ii) any attorney's fees incurred by the Sellers, and
- iii) all real estate taxes and personal property taxes owing for the then current year levied or assessed with respect to the Property. All taxes and other assessments against said property shall be in and remain the exclusive responsibility of the Sellers, including but not limited to the payment of real estate taxes.

SECTION 7. SELLERS' REPRESENTATIONS.

7.1. Sellers make the following representations and warranties as of the date of this Agreement and as of Closing.

7.2. Sellers represent and warrant that:

- i) no hazardous material of any kind, nor storage tanks have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, onto, in, into, from or under the Property by the Sellers, their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, which could expose a landowner to liability under federal law,

ii) neither Sellers nor any of their agents, employees, officers, invitees, contractors, subcontractors, and any person in possession or use of the Property under it, and to the best of its knowledge, information and belief, any other person, have brought to the Property as materials or waste materials, or used on the Property or generated therein as a product or by-product of activities on the Property, or otherwise placed, handled, stored or released on the Property any (1) polychlorinated biphenyls ("PCBs"), (2) asbestos, (3) lead paint, (4) petroleum products, distillates, or by-products, (5) radioactive materials, chemicals known to cause cancer or reproductive toxicity, (6) waste, materials, or substances which would qualify as hazardous waste, hazardous substances, hazardous materials, toxic waste, toxic materials or toxic substances under any "Environmental Laws", which shall mean under the following: the Resource Conservation and Recovery Act, the Comprehensive Environmental Response Compensation and Liability Act, the Toxic Substance Control Act, the Superfund Amendments and Reauthorization Act, the Occupational Safety and Health Act, the Consumer Product Safety Act, the Federal Water Pollution Control Act, the Clean Water Act, the Clean Air Act, the National Environmental Policy, or any amendments thereto, or any similar or successor laws, whether federal state or local, or any regulations adopted or incorporated thereunder (Hereinafter referred to collectively as "Environmental Laws"),

iii) as of Closing, the status and condition of the Property or any portion thereof, including by way of example, the soil, paint or tiles, although then not in violation of the Environmental Laws is such that disturbance, removal or relocation thereof shall not create or result in a condition or status which is, or with the passage of time may become, unlawful under the Environmental Laws,

iv) no governmental or private action, suit or proceeding to enforce or impose liability under any Environmental Laws has been instituted or threatened concerning the Property and no lien has been created under any applicable Environmental Laws,

v) Sellers have no notice or knowledge of conditions or circumstances at the Property which pose a risk to the environment or to the health and safety of persons,

vi) no work shall have been done or materials provided for or about any of the Property within one hundred eighty (180) days ending on the day of the Closing or which the person performing the work or providing the materials has not acknowledged in writing that is has been paid in full at or before Closing.

7.3. The Sellers' representations and warranties set forth above shall not merge with or into the Easement and shall survive delivery of the Easement at Closing.

SECTION 8. OBLIGATIONS OF SELLERS AT CLOSING.

8.1. At Closing, Sellers shall execute and deliver the Easement to the Buyer.

8.2. At Closing, Sellers shall execute and deliver to the Buyer's title insurance company or Buyer such affidavits and writings reasonably requested from a seller in connection with the settlement of like property.

SECTION 9. OBLIGATIONS OF BUYER AT CLOSING.

At Closing, Buyer shall deliver the Purchase Price in accordance with the terms and conditions of this Agreement.

SECTION 10. DEFAULT.

10.1. In the event that Sellers cannot convey to Buyer the easement on the Property as required under this Agreement, Buyer shall:

- i) permit Sellers to take any action necessary to perfect their title and remove any and all legal, equitable and beneficial grounds of objection to or defect of the title, at Sellers' sole cost and expense, and
- ii) extend Closing until such action is completed, but not longer than one hundred twenty (120) days from the Sellers' receipt of notice from Buyer of such defect or defects to the title.

In the event that Sellers fail to cure the defect or defects to title within that one hundred twenty (120) day period, then and only then shall Sellers be in default of their obligations to convey the easement on the Property under this Agreement.

10.2. Subject to Section 10.1, in the event that Sellers default in any of the terms, provisions, covenants or agreements to be performed by the Sellers under this Agreement, Buyer shall be entitled, after such default, to:

- i) waive any failure to perform in writing;
- ii) terminate this Agreement, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligation under or pertaining to this Agreement, other than those which by the express terms of this Agreement are intended to survive termination, in which event the Deposit and any interest accrued thereon shall be returned to the Buyer provided Sellers must then pay to Buyer an amount equal to all Buyer's survey costs and
- iii) exercise any and all rights and seek any and all remedies which Buyer may have or to which Buyer may be entitled at law or in equity, including, without limitation, seeking damages or specific performance.

10.3. In the event Buyer defaults in any of the terms, provisions, covenants or agreement to be performed by Buyer under this Agreement, Sellers shall be entitled, after such default, to:

- i) waive any failure of performance in writing,
- ii) terminate this Agreement in entirety, in which event the parties hereto shall thereafter be relieved of any and all further rights, liabilities and obligations, other than those, which by the express terms of this Agreement are intended to survive such termination, or
- iii) institute such actions or proceedings for monetary damages and/or equitable relief as are authorized by applicable law.

SECTION 11. GENERAL PROVISIONS.

11.1. This Agreement is the full agreement among the parties on the matters set forth herein. This Agreement can only be amended by written amendment executed by the parties hereto.

11.2 The parties hereto further agree that this Agreement is expressly contingent upon the approval by the Maryland Rural Legacy Board and the Maryland State Board of Public Works. In the event the Maryland Rural Legacy Board or the Board of Public Works fails to approve this Agreement, the Buyer, at its sole option, may terminate this Agreement by written notice to Sellers, and the parties shall have no further obligation to each other.

SECTION 12. SURVEY PROVISION

12.1 The parties acknowledge that they believe and estimate in good faith that the area of easement is 58.68 acres. The purchase price of the easement shall be \$2,948.19 per acre. Buyer, at Buyer's expense, will cause a survey to be made by a professional land surveyor or property line surveyor, selected by Buyer, to determine the exact lines of the area of the easement and acreage thereof. In the event that the acreage is found to be ten (10) percent smaller or larger than 58.68 acres, updated appraisals will be required and a new per acre purchase price may be determined, in which case a new Agreement will be required based upon the updated purchase price, and this Agreement will be void. In the event the Sellers may void this Agreement and/or not enter a new Agreement all sums paid hereunder shall be returned to Buyer and Sellers shall reimburse Buyer for Buyer's out of pocket costs for the survey.

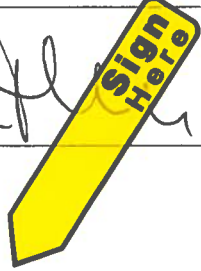
12.2 The parties shall cooperate with, and assist, the surveyor who shall be permitted all necessary access to the property. Buyer shall, upon request of Sellers, extend settlement a period of 120 days to permit Sellers to contest any survey results.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed and delivered, the day and year first written above.

Witness/Attest:

Catherine

Catherine



SELLERS

By: Robert D. Rose (Seal)

Robert D. Rose

By: Freddie Ray Fair, Jr. (Seal)

Freddie Ray Fair, Jr.

BUYER

County Commissioners of Worcester County, Maryland

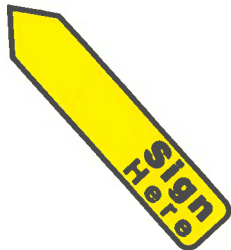
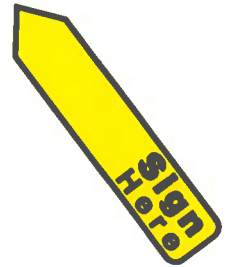
Weston Young
Chief Administrative Officer

By: _____ (Seal)

Anthony W. Bertino, Jr
President

Approved as to legal form and sufficiency.

Roscoe R. Leslie
Worcester County Attorney





Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: February 15, 2024
SUBJECT: Proposed Legislation

The following proposed legislation was identified for discussion to see if the Commissioners wish to take future action.

HB785/SB738 – Freedom to Read Act
SB565 – Expansion of Commercial Gaming
HB899/SB691 – Firefighters and EMS Recruitment and Retention

Attachments:
Pages 2-20 HB785
Pages 21-22 SB565
Pages 23-30 HB899

HOUSE BILL 785

F5

4r0417
CF SB 738

By: Delegates D. Jones, A. Jones, Atterbeary, Ebersole, and Wilkins

Introduced and read first time: January 31, 2024

Assigned to: Ways and Means

A BILL ENTITLED

AN ACT concerning

Freedom to Read Act

FOR the purpose of establishing the State standards for libraries for the operation of each library that receives funding from the State; altering the duties of the State Library Board, the State Library Agency, and regional resource centers to incorporate the State standards for libraries; making funding for certain libraries contingent on adoption of a written policy consistent with the State standards for libraries; requiring the State Librarian to authorize the State Comptroller to withhold funding from libraries under certain circumstances; prohibiting county boards of education and the governing bodies of certain libraries from retaliating against employees for acting in a manner consistent with the State standards for libraries under certain circumstances; requiring a certain action involving the property of a library to be committed knowingly in order to be considered a crime; altering the maximum fine for a certain crime involving the property of a library; and generally relating to the establishment of the State standards for libraries.

BY adding to

Article – Education

Section 4–142 and 23–102.1

Annotated Code of Maryland

(2022 Replacement Volume and 2023 Supplement)

BY repealing and reenacting, with amendments,

Article – Education

Section 23–101, 23–105, 23–106, 23–202, 23–202.1, 23–205, 23–406, 23–408, 23–503,
23–506, and 23–507

Annotated Code of Maryland

(2022 Replacement Volume and 2023 Supplement)

SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
That the Laws of Maryland read as follows:

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



Article – Education

4–142.

(A) IN THIS SECTION, “STATE STANDARDS FOR LIBRARIES” HAS THE MEANING STATED IN § 23–101 OF THIS ARTICLE.

(B) A LIBRARIAN OR MEDIA SPECIALIST EMPLOYED BY A COUNTY BOARD MAY NOT BE DISMISSED, DEMOTED, SUSPENDED, DISCIPLINED, REASSIGNED, TRANSFERRED, OR OTHERWISE RETALIATED AGAINST FOR ACTING IN A MANNER CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

23–101.

(a) In this title the following words have the meanings indicated.

(b) “Print disabled individual” means an individual who cannot effectively read print because of a visual, physical, perceptual, developmental, cognitive, or learning disability.

(c) “State Library Agency” means the Maryland State Library Agency.

(d) “State Library Board” means the Maryland State Library Board.

(E) “STATE STANDARDS FOR LIBRARIES” MEANS THE PHILOSOPHY FOR THE OPERATION OF A LIBRARY THAT ADHERES TO THE STANDARDS ENUMERATED IN § 23–102.1(A) OF THIS SUBTITLE.

23–102.1.

(A) IT IS THE GOAL OF THE STATE THAT EACH LIBRARY IS OPERATED IN A MANNER THAT RECOGNIZES THE FOLLOWING STANDARDS:

(1) LIBRARY MATERIALS, SERVICES, AND RESOURCES EXIST AND SHOULD BE PROVIDED FOR THE INTEREST, INFORMATION, AND ENLIGHTENMENT OF ALL PERSONS THE LIBRARY SERVES;

(2) A LIBRARY SHOULD NOT EXCLUDE MATERIAL FROM ITS CATALOGUE BECAUSE OF THE ORIGIN, BACKGROUND, OR VIEWS OF A PERSON WHO CREATED THE MATERIAL; AND

(3) A LIBRARY SHOULD NOT PROHIBIT OR REMOVE MATERIAL FROM ITS CATALOGUE BECAUSE OF PARTISAN OR DOCTRINAL DISAPPROVAL.

(B) IT IS THE INTENT OF THE GENERAL ASSEMBLY THAT ANY LIBRARY, SCHOOL LIBRARY, RESOURCE CENTER, OR OTHER LIBRARY ARRANGEMENT DEVELOPED BY THE STATE LIBRARY AGENCY THAT RECEIVES FUNDING FROM THE STATE SHALL ADOPT AND FOLLOW A WRITTEN POLICY CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES ENUMERATED IN SUBSECTION (A) OF THIS SECTION.

23-105.

(a) In addition to the other powers granted and duties imposed by this article, the State Library Board has the powers and duties set forth in this section.

(b) The State Library Board shall appoint the State Librarian.

(c) The State Library Board shall exercise general direction and control of library development in this State and may:

(1) Adopt rules and regulations necessary to administer this title;

(2) After considering the recommendations of the State Librarian, establish library policies and procedures for the statewide system of libraries;

(3) Consider the library needs of this State and recommend to the Governor and the General Assembly desirable legislation; and

(4) With the approval of the Governor, accept, administer, and spend any appropriation, gift, or grant for library purposes from the federal government or from any other person.

(d) In accordance with the bylaws, rules, and regulations of the State Board of Education, the State Superintendent shall certificate professional library personnel.

(e) (1) Each year the State Library Board shall report to the Governor and the people of this State on the support, condition, progress, and needs of libraries.

(2) The report required under paragraph (1) of this subsection shall include any findings of the State Library Agency related to its duties under § 23-106(b)(4) of this subtitle.

(f) The State Library Board shall approve county public library capital projects for State funding in accordance with § 23-509 of this title.

(G) THE STATE LIBRARY BOARD SHALL DEVELOP POLICIES FOR THE OPERATION OF LIBRARIES THAT ALIGN WITH THE STATE STANDARDS FOR LIBRARIES.

23–106.

(a) In addition to any other powers granted and duties imposed by this title, and subject to the authority of the State Library Board, the State Library Agency has the powers and duties set forth in this section.

(b) The State Library Agency shall:

(1) Provide leadership and guidance for the planning and coordinated development of library and information service in this State;

(2) Develop statewide public and school library services and networks, resource centers, and other arrangements to meet the library and information needs of this State;

(3) Provide professional and technical advice on improving library services in this State to:

(i) Public and school library officials;

(ii) Higher education and special library officials;

(iii) State government agencies; and

(iv) Any other person;

(4) (i) Collect library statistics and other data;

(ii) Identify library needs and provide for needed research and studies of them; and

(iii) Coordinate library services with other information and education services and agencies;

(5) Administer federal and State funds appropriated to it by the State for library purposes;

(6) (i) Develop and recommend professional standards and policies for libraries; and

(ii) Establish requirements and procedures for the certification of librarians and library personnel;

(7) Provide:

(i) Specialized library service to the blind and other print disabled individuals in this State; and

(ii) Other desirable specialized library services;

(8) Encourage, advise, and assist in establishing, operating, and coordinating libraries at State institutions and agencies and administer the operation of library and information services for the State Library Board;

(9) Administer the State grant program for county public library capital projects, in accordance with § 23–509 of this title;

(10) Adopt guidelines for the administration of public libraries and recommend to the State Library Board rules and regulations to implement this title;

(11) Cooperate with national library agencies and those of any other state;

(12) Develop a Deaf Culture Digital Library in accordance with § 23–109 of this subtitle; [and]

(13) **ENSURE THAT EACH LIBRARY THAT RECEIVES STATE FUNDS IS OPERATED IN A MANNER CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES; AND**

(14) Perform any other duty necessary for its proper operation.

23–202.

(a) The boards of library trustees of at least three public library systems outside the standard metropolitan statistical areas defined by the United States Bureau of the Census may request the State Library Board to establish and maintain a regional resource center.

(b) Each regional resource center shall provide, through mutual cooperation and coordination, books, information, and other material and service resources that an individual library cannot provide adequately by itself.

(c) (1) A region to be served by a regional resource center shall have a population of at least 100,000.

(2) Subject to approval by the State Library Board, the boards of library trustees of the participating library systems shall designate the library to serve as the resource center.

(d) (1) There is a board of advisors for each regional resource center that shall act as the Regional Advisory Council.

(2) The Council consists of:

HOUSE BILL 785

- (i) The director of the regional resource center; and
 - (ii) The director of each member library system.
- (3) The Council for each regional resource center shall:
- (i) Gather information on the resource needs of its region; and
 - (ii) Promote the use of the regional resource center.
- (e) (1) The director of the regional resource center is the executive officer of the regional resource center.
- (2) The director:
- (i) Is appointed by the governing board established in accordance with § 23–202.1 of this subtitle; and
 - (ii) Shall serve at the pleasure of the governing board.
- (3) The director shall:
- (i) Be eligible for certification as a professional library director by the State Superintendent of Schools as set forth in COMAR 14.38.01.01;
 - (ii) Have the powers and duties set forth in this title; and
 - (iii) Appoint, promote, fix salaries, assign duties, and terminate personnel of the regional resource center.
- (f) (1) The director shall operate the regional resource center in accordance with:
- (i) The standards adopted by the State Library Board; and
 - (ii) The policies adopted by the governing board.
- (2) The director shall:
- (i) Prepare and submit for the approval of the governing board the annual budget of the regional resource center;
 - (ii) Adopt and submit for the approval of the governing board reasonable rules and bylaws to carry out this section; and
 - (iii) Recommend to the governing board the purchase, condemnation, rental, use, sale, or conveyance of property for any valid purpose under this section.

(g) (1) The policies and procedures of the regional resource center shall be:

[(1)] (I) Recommended by the board of trustees of the library designated as the regional resource center; and

[(2)] (II) Approved by the Council.

(2) THE POLICIES AND PROCEDURES OF THE REGIONAL RESOURCE CENTER SHALL BE CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

(h) Each regional resource center shall:

- (1) Make interlibrary loans of books and materials;
- (2) Supply collections and exhibits of specialized materials;
- (3) Provide consultant services;
- (4) Organize in-service training for library staffs; and
- (5) Develop and operate cooperative services among libraries.

23-202.1.

(a) There is a governing board for each regional resource center.

(b) (1) Except as provided in paragraph (2) of this subsection, a governing board consists of the following members:

(i) A library trustee from each participating library system; and

(ii) Up to one member of the public from each area served by the participating library systems.

(2) (i) The board of trustees of the Washington County Free Library shall act as the governing board for the Western Maryland Regional Resource Center.

(ii) The bylaws adopted by the board of trustees of the Washington County Free Library shall govern the composition, appointment, qualifications, terms, and structure of the governing board.

(c) A member appointed to a governing board must:

- (1) Be of good character;
- (2) Have demonstrated ability and interest in library matters; and

(3) Be a resident of one of the counties participating in and being served by the regional resource center.

(d) (1) Subject to paragraph (2) of this subsection, the members of the governing board shall be appointed by the governing board.

(2) The initial members of a governing board shall be appointed by the Regional Advisory Council of the regional resource center.

(e) A member of a governing board:

(1) May not receive compensation as a member of the governing board; but

(2) Is entitled to reimbursement for expenses in accordance with the rules, policies, and bylaws of the regional resource center.

(f) (1) Each member serves for a term of 5 years beginning July 1 immediately following the member's appointment and until a successor is appointed and qualifies.

(2) A member may not serve for more than two consecutive terms.

(3) (i) The governing board shall appoint a qualified individual to fill any vacancy in the member's position for the remainder of that term until a successor is appointed and qualifies.

(ii) A member appointed to fill a vacancy under subparagraph (i) of this paragraph may serve for two additional terms.

(g) (1) A governing board shall elect a chair from among its members each year.

(2) A governing board may elect any other officers determined necessary by the board.

(3) If a governing board elects a treasurer, the treasurer shall be appropriately bonded.

(h) (1) A governing board:

(i) Shall determine the time and place of its meetings; and

(ii) May adopt rules for the conduct of its meetings.

(2) A governing board shall meet at least once every 3 months.

(3) A governing board is subject to the Open Meetings Act.

(4) A majority of the appointed members of the governing board is a quorum.

(i) (1) A member of a governing board who fails to attend at least 50% of the scheduled meetings of the board during any consecutive 12-month period shall be considered to have resigned.

(2) If the member has been unable to attend meetings for reasons satisfactory to the governing board, the governing board may waive the resignation.

(3) The chair of a governing board shall report the member's name and nonattendance to the State Library Board within 45 days after the end of the 12-month period.

(4) The governing board shall fill any vacancy in accordance with subsection (f) of this section.

(j) (1) In addition to the other powers expressly granted and duties imposed by this subtitle, a governing board has the powers and duties set forth in this subsection.

(2) A governing board shall:

(i) Select and appoint, with the advice of the State Librarian, a professional librarian to serve as director of the regional resource center;

(ii) Determine the policies of the regional resource center;

(iii) Adopt reasonable rules and bylaws for the use of the regional resource center and the conduct of its business;

(iv) Approve the regional resource center budget;

(v) In accordance with the regulations and laws of the State, receive, account for, control, and supervise the spending of all public funds received by the regional resource center;

(VI) ADOPT A WRITTEN POLICY THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES AND CONDUCT THE OPERATION OF THE REGIONAL RESOURCE CENTER IN A MANNER CONSISTENT WITH THE WRITTEN POLICY;

[(vi)] (VII) Publish the results of the audit conducted under paragraph (4)(ii) of this subsection; and

[(vii)] (VIII) Submit a report to the State Librarian on or before November 1 each year that includes:

1. The amount of money received from the library fund and other sources;
2. Itemized expenses;
3. The number of books and periodicals in the possession of and owned by the regional resource center;
4. The results of the annual audit; and
5. Any other information required by the State Library Board.

(3) A governing board may:

(i) Apply, accept, and expend any gift, appropriation, or grant from the State, county, or federal government or any other person on behalf of the regional resource center;

(ii) Recommend the purchase, condemnation, rental, acquisition, use, or conveyance of property for any valid purpose under this section;

(iii) Recommend plans for the regional resource centers, including the use of facilities of participating libraries, additions to the facilities of participating libraries, or new facilities separate from the existing facilities of participating libraries;

(iv) Select the location of and approve plans for the erection of regional resource center buildings, subject to the approval of the State Library Board and the Governor;

(v) Make agreements with any person for any library service; and

(vi) Perform any other actions necessary for the proper control and development of the regional resource center.

(4) In addition to other reports that may be required by the State Library Board, the Board shall:

(i) Keep records that are consistent with sound business practices and accounting records that use generally accepted accounting principles;

(ii) Cause an audit by an independent certified public accountant approved by the State Librarian to be made of the accounts and transactions of the regional resource center at the conclusion of each fiscal year; and

(iii) For any State money, be subject to an audit by the Office of Legislative Audits, in accordance with §§ 2–1220 through 2–1227 of the State Government Article.

(K) THE GOVERNING BOARD MAY NOT DISMISS, SUSPEND, DISCIPLINE, DEMOTE, REASSIGN, TRANSFER, OR OTHERWISE RETALIATE AGAINST AN EMPLOYEE FOR ACTING IN A MANNER CONSISTENT WITH THE REGIONAL RESOURCE CENTER’S WRITTEN POLICY IMPLEMENTING THE STATE STANDARDS FOR LIBRARIES.

23–205.

(a) **[Each] SUBJECT TO SUBSECTION (G) OF THIS SECTION, EACH** year, the State Library Board may include in its budget operating funds for:

- (1) The State Library Resource Center;
- (2) Each regional resource center;
- (3) The Maryland Library for the Blind and Print Disabled;
- (4) The Deaf Culture Digital Library; and
- (5) Each metropolitan cooperative service program.

(b) (1) **[The] SUBJECT TO SUBSECTION (G) OF THIS SECTION, THE** State shall pay all capital expenses for:

- (i) The State Library Resource Center; and
- (ii) Each regional resource center.

(2) Before any money is spent under this subsection, the appropriate board of library trustees shall:

- (i) Have the project approved by the State Library Board;
- (ii) Through the State Library Board, submit the request to the Department of Budget and Management for consideration under Title 3, Subtitle 6 of the State Finance and Procurement Article; and
- (iii) Agree to reimburse the State Library Board an amount the State Library Board determines if the facility ceases to be used for a resource center or cooperative service program.

(c) (1) [Each] **SUBJECT TO SUBSECTION (G) OF THIS SECTION**, EACH year each participating regional resource center shall receive a minimum amount of funding for each resident of the area served, to be used for operating and capital expenses.

(2) The allocation shall be calculated as follows:

(i) For each of fiscal years 2011 through 2015..... \$6.75 per each resident of the area served;

(ii) For fiscal year 2016..... \$6.95 per each resident of the area served;

(iii) For fiscal year 2017..... \$7.15 per each resident of the area served;

(iv) For fiscal year 2018..... \$7.55 per each resident of the area served;

(v) For fiscal year 2019..... \$7.95 per each resident of the area served;

(vi) For fiscal year 2020..... \$8.35 per each resident of the area served;

(vii) For fiscal year 2021..... \$8.55 per each resident of the area served;

(viii) For fiscal year 2022..... \$8.75 per each resident of the area served;

(ix) For fiscal year 2023..... \$9.19 per each resident of the area served;

(x) For fiscal year 2024..... \$9.39 per each resident of the area served;

(xi) For fiscal year 2025..... \$9.59 per each resident of the area served;

(xii) For fiscal year 2026..... \$9.79 per each resident of the area served; and

(xiii) For fiscal year 2027 and each fiscal year thereafter..... \$9.99 per each resident of the area served.

(d) (1) **[Each] SUBJECT TO SUBSECTION (G) OF THIS SECTION, EACH** year the State Library Resource Center shall receive a minimum amount of funding for each State resident in the previous fiscal year, to be used for operating and capital expenses.

(2) The allocation shall be calculated as follows:

- (i) For each of fiscal years 2010 through 2016..... \$1.67 per State resident;
- (ii) For fiscal year 2017..... \$1.69 per State resident;
- (iii) For fiscal year 2018..... \$1.73 per State resident;
- (iv) For fiscal year 2019..... \$1.77 per State resident;
- (v) For fiscal year 2020..... \$1.81 per State resident;
- (vi) For fiscal year 2021..... \$1.85 per State resident;
- (vii) For fiscal year 2022..... \$1.89 per State resident;
- (viii) For fiscal year 2023..... \$1.93 per State resident; and
- (ix) For fiscal year 2024 and each fiscal year thereafter..... \$1.97 per State resident.

(e) **[Beginning] SUBJECT TO SUBSECTION (G) OF THIS SECTION, BEGINNING** in fiscal year 2016 and in each fiscal year thereafter, the Maryland Library for the Blind and Print Disabled shall receive an amount equivalent to at least 25% of the amount received by the State Library Resource Center for the same fiscal year under subsection (d) of this section.

(f) (1) The State Library Board shall:

(i) Disburse funds to the State and regional resource centers, the Maryland Library for the Blind and Print Disabled, and metropolitan cooperative service programs; and

(ii) Require that these funds be used subject to any conditions specified by the appropriating agency or imposed under this subtitle.

(2) The State Library Board may authorize the State Comptroller to withhold funds from any regional resource center or metropolitan cooperative service program that fails to meet the standards adopted by the State Library Board.

(G) (1) RECEIPT OF FUNDING UNDER THIS SECTION IS CONTINGENT ON A LIBRARY, RESOURCE CENTER, OR COOPERATIVE SERVICE PROGRAM ADOPTING A WRITTEN POLICY THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

(2) THE STATE LIBRARIAN SHALL AUTHORIZE THE STATE COMPTROLLER TO WITHHOLD STATE FUNDS FROM A LIBRARY, RESOURCE CENTER, OR COOPERATIVE SERVICE PROGRAM THAT DOES NOT ADOPT A WRITTEN POLICY THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

23-406.

(a) Each board of library trustees:

(1) Shall select and appoint a professional librarian eligible for certification as director of the library to serve at the pleasure of the board; and

(2) May delegate to the director its authority to appoint any other necessary employees.

(b) Each board of library trustees shall establish policies for:

(1) Staff classification;

(2) Salaries;

(3) Work conditions;

(4) Suspension with pay;

(5) Grievance procedures;

(6) Benefits, including vacation and sick leave;

(7) Hours of work; and

(8) Any other personnel procedures and practices necessary for the efficient operation of the library.

(c) Each professional public librarian appointee to the professional library staff:

(1) Shall hold a certificate of library qualifications issued by the State Superintendent; or

(2) (i) Shall be eligible for State certification as a professional public librarian; and

(ii) Shall apply for certification within 6 months of starting employment.

(d) (1) The director or the director's designee may suspend a library employee without pay for a specified period up to 10 working days, for the following reasons:

(i) Misconduct in office;

(ii) Insubordination;

(iii) Incompetency; or

(iv) Willful neglect of duty.

(2) (i) The director or the director's designee shall give the suspended employee a written statement that specifies the reasons for the suspension.

(ii) The director or the director's designee shall place a copy of the written statement that specifies the reasons for the suspension in the employee's official personnel file.

(3) (i) The employee shall have the opportunity to reply in writing to the director within 10 working days after the employee receives notice of the suspension.

(ii) The employee may request a hearing before the board of trustees within 10 working days after receiving notice of the suspension.

(iii) If the employee requests a hearing within the 10-day period, the board shall promptly hold a hearing, but a hearing may not be set within 10 working days after the board sends the employee a notice of the hearing.

(4) If an employee is suspended without pay and found not guilty of the reasons for the suspension, the board shall refund all pay benefits lost by reason of the suspension to the employee.

(5) Suspension of an employee with pay shall be as provided by the library's personnel policy.

(e) (1) On written recommendation of the library director, each board of library trustees may dismiss any library employee under its jurisdiction for any of the following reasons:

- (i) Misconduct in office;
- (ii) Insubordination;
- (iii) Incompetency; or
- (iv) Willful neglect of duty.

(2) (i) Before removing an employee, the director shall send the employee a written copy of the charges against the employee and give the employee an opportunity to request a hearing before the board within 10 working days.

(ii) If the employee requests a hearing within the 10-day period the board promptly shall hold a hearing, but a hearing may not be set within 10 working days after the board sends the employee a notice of the hearing.

(iii) The employee shall have an opportunity to be heard publicly before the board in his own defense, in person or by counsel and to bring witnesses to the hearing.

(3) If the board votes to remove the employee and:

(i) The decision is unanimous, the decision of the board is final; or

(ii) The decision is not unanimous, the employee may appeal to the State Library Board through the State Librarian.

(F) IF THE BOARD OF LIBRARY TRUSTEES ADOPTS A WRITTEN POLICY CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES, AN EMPLOYEE MAY NOT BE DISMISSED, SUSPENDED, DISCIPLINED, DEMOTED, REASSIGNED, TRANSFERRED, OR OTHERWISE RETALIATED AGAINST FOR ACTING IN A MANNER CONSISTENT WITH THE ADOPTED WRITTEN POLICY.

[(f)] (G) The director of each library shall:

(1) Act as the general executive officer of the library and be responsible for the management of its operations in accordance with policies approved by the board of library trustees;

(2) Prepare the annual budget of the library, and present it to the board for approval;

(3) Nominate for appointment all library employees in the county library system; and

(4) Establish reasonable rules and adopt regulations for the use of the library system subject to approval by the board of library trustees.

23-408.

(a) A person may not **KNOWINGLY AND** unlawfully take, detain, mutilate, injure, or disfigure any book, map, picture, engraving, manuscript, or other property of any library.

(b) Any person who violates this section is guilty of a misdemeanor and on conviction is subject to a fine not exceeding **[\$250] \$1,000**, imprisonment not exceeding 3 months, or both.

23-503.

(a) (1) The entire capital and operating cost of the minimum library program for this State as a whole shall be shared as provided in this subsection.

(2) **[The] SUBJECT TO SUBSECTION (D) OF THIS SECTION, THE** State shall provide:

(i) Approximately 40 percent of the total cost of the minimum program; and

(ii) Not less than 20 percent of the cost of the minimum program in any county.

(3) The counties participating in the program together shall provide through local taxes approximately 60 percent of the total statewide cost of the minimum program.

(b) (1) **[Each] SUBJECT TO SUBSECTION (D) OF THIS SECTION, EACH** county public library system that participates in the minimum library program shall be provided for each resident of the county, to be used for operating and capital expenses:

(i) For each of fiscal years 2011 through 2015 – \$14.00;

(ii) For fiscal year 2016 – \$14.27;

(iii) For fiscal year 2017 – \$14.54;

(iv) For fiscal year 2018 – \$15.00;

(v) For fiscal year 2019 – \$15.50;

- (vi) For fiscal year 2020 – \$16.00;
- (vii) For fiscal year 2021 – \$16.43;
- (viii) For fiscal year 2022 – \$17.10;
- (ix) For fiscal year 2023 – \$17.50;
- (x) For fiscal year 2024 – \$17.90;
- (xi) For fiscal year 2025 – \$18.30;
- (xii) For fiscal year 2026 – \$18.70; and
- (xiii) For fiscal year 2027 and each fiscal year thereafter – \$19.10.

(2) (i) **[The] SUBJECT TO SUBSECTION (D) OF THIS SECTION, THE** State shall share in this amount.

(ii) Any county may provide an amount greater than its share under the cooperative program, but the State may not share in the excess.

(c) Any employer Social Security contributions required by federal law for any employee in a county public library system shall remain the obligation of the employer.

(D) (1) RECEIPT OF STATE FUNDING FOR A COUNTY LIBRARY SYSTEM THAT PARTICIPATES IN THE MINIMUM LIBRARY PROGRAM UNDER THIS SECTION IS CONTINGENT ON THE BOARD OF LIBRARY TRUSTEES ADOPTING A WRITTEN POLICY THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

(2) THE STATE LIBRARIAN SHALL AUTHORIZE THE STATE COMPTROLLER TO WITHHOLD STATE FUNDS FROM A COUNTY PUBLIC LIBRARY SYSTEM THAT DOES NOT ADOPT A WRITTEN POLICY THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.

23–506.

- (a) The State Librarian shall authorize the payment of funds under this subtitle:
 - (1) To the board of library trustees of each county that has a board of trustees; or
 - (2) In each county that does not have a board of library trustees, to the county.

(b) (1) Current operating funds shall be administered by the county board of library trustees.

(2) Capital expense funds shall be administered by the county council, board of county commissioners, or Mayor and City Council of Baltimore City.

(c) (1) The funds provided under this subtitle may be used only for library purposes.

(2) The State Librarian shall require that these funds be used subject to [any]:

(I) THE ADOPTION OF A WRITTEN POLICY CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES BY EACH BOARD OF LIBRARY TRUSTEES OR, IF THE COUNTY DOES NOT HAVE A BOARD OF LIBRARY TRUSTEES, THE COUNTY GOVERNMENT; AND

(II) ANY OTHER conditions specified by the appropriating agency or imposed under this subtitle.

23–507.

The State Librarian shall authorize the State Comptroller to withhold State funds from any county that fails:

(1) To appropriate the amount of its share of the minimum program; or

(2) To meet the requirements of the law or of the State Library Board for operating the county library, **INCLUDING THE REQUIREMENT THAT THE COUNTY LIBRARY BE OPERATED IN A MANNER THAT IS CONSISTENT WITH THE STATE STANDARDS FOR LIBRARIES.**

SECTION 2. AND BE IT FURTHER ENACTED, That this Act shall take effect July 1, 2024.

SENATE BILL 565

C7

4lr2063
CF 4lr2263

By: Senator Watson

Introduced and read first time: January 25, 2024

Assigned to: Budget and Taxation

A BILL ENTITLED

1 AN ACT concerning

2 **Expansion of Commercial Gaming – Internet Gaming Referendum**

3 FOR the purpose of providing that the General Assembly may authorize, by law, the State
 4 Lottery and Gaming Control Commission to issue certain Internet gaming licenses;
 5 requiring certain implementation legislation to include certain criteria and
 6 specifications; declaring the intent of the General Assembly that certain revenues be
 7 used for the funding of public education; submitting this Act to a referendum of the
 8 qualified voters of the State; and generally relating to Internet gaming.

9 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
 10 That:

11 (a) Subject to subsection (b) of this section, the General Assembly may authorize,
 12 by law, the State Lottery and Gaming Control Commission to issue a license to offer
 13 Internet gaming in the State.

14 (b) Legislation enacted by the General Assembly to implement the provisions of
 15 this Act shall include the criteria for eligible applications for a licensee and specifications
 16 of the permissible forms and means of conduct of Internet gaming.

17 SECTION 2. AND BE IT FURTHER ENACTED, That, if the voters of this State
 18 adopt a referendum that authorizes Internet gaming in the State, the State's share of
 19 revenues generated by Internet gaming shall primarily be used for the funding of public
 20 education.

21 SECTION 3. AND BE IT FURTHER ENACTED, That the provisions of Section 1 of
 22 this Act, which authorize the General Assembly to authorize, by law, the State Lottery and
 23 Gaming Control Commission to issue Internet gaming licenses to certain licensees in the
 24 State, are subject to a referendum of the qualified voters of the State as provided in Section
 25 4 of this Act, and on voter approval of this Act at the general election to be held in November
 26 2024, legislation shall be required to provide for the operation, regulation, and disposition

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.

[Brackets] indicate matter deleted from existing law.



1 of proceeds of Internet gaming in the State.

2 SECTION 4. AND BE IT FURTHER ENACTED, That:

3 (a) In accordance with Article XIX, § 1(e) of the Maryland Constitution, before
4 Section 1 of this Act, which authorizes additional forms or expansion of commercial gaming,
5 becomes effective, a question substantially similar to the following shall be submitted to a
6 referendum of the qualified voters of the State at the general election to be held in
7 November 2024:

8 “Do you favor the expansion of commercial gaming in the State of Maryland to
9 authorize Internet gaming for the primary purpose of raising revenue for education?”

10 (b) The State Board of Elections shall do those things necessary and proper to
11 provide for and hold the referendum required by this section. If a majority of votes cast on
12 the question are “For the referred law”, this Act shall become effective on the 30th day
13 following the official canvass of voters for the referendum, but if a majority of the votes cast
14 on the question are “Against the referred law”, this Act, with no further action required by
15 the General Assembly, shall be null and void.

16 SECTION 5. AND BE IT FURTHER ENACTED, That, subject to the provisions of
17 Section 4 of this Act and for the sole purpose of providing for the referendum required by
18 Section 4 of this Act, this Act shall take effect July 1, 2024.

HOUSE BILL 899

F2, E4

4lr2030
CF SB 691

By: **Delegates D. Jones, Allen, Bagnall, Lehman, J. Lewis, Pruski, and Schmidt**
 Introduced and read first time: February 2, 2024
 Assigned to: Appropriations

A BILL ENTITLED

1 AN ACT concerning

2 **Higher Education – Firefighters and EMS Recruitment and Retention –**
 3 **Scholarship and Loan Repayment Assistance**

4 FOR the purpose of altering the Charles W. Riley Firefighter and Ambulance and Rescue
 5 Squad Member Scholarship to make the scholarship applicable to all courses at
 6 institutions of higher education in the State; altering the maximum award amount
 7 available, when a scholarship should be credited, and to whom initial awards should
 8 be provided under the scholarship; establishing the Maryland Loan Repayment
 9 Assistance Program for Firefighters and Emergency Medical Services Providers;
 10 providing for the administration of the loan repayment program; requiring the
 11 Department of Budget and Management to evaluate the feasibility of providing
 12 firefighters with certain health care and child care benefits; and generally relating
 13 to the recruitment and retention of firefighters and emergency medical services
 14 providers.

15 BY repealing and reenacting, with amendments,
 16 Article – Education
 17 Section 18–603.1
 18 Annotated Code of Maryland
 19 (2022 Replacement Volume and 2023 Supplement)

20 BY adding to
 21 Article – Education
 22 Section 18–4001 through 18–4004 to be under the new subtitle “Subtitle 40.
 23 Maryland Loan Repayment Assistance Program for Firefighters and
 24 Emergency Medical Services Providers”
 25 Annotated Code of Maryland
 26 (2022 Replacement Volume and 2023 Supplement)

27 Preamble

EXPLANATION: CAPITALS INDICATE MATTER ADDED TO EXISTING LAW.
 [Brackets] indicate matter deleted from existing law.

1 WHEREAS, The lives and property of Maryland residents and businesses are all
2 protected by and benefit greatly from strong and efficient fire, rescue, and emergency
3 medical services response systems, coordinated at the county and community level across
4 Maryland; and

5 WHEREAS, The social and demographic makeup of communities has largely shifted,
6 presenting both career and volunteer fire companies and emergency medical services great
7 difficulty in recruiting and retaining individuals for service; and

8 WHEREAS, Appropriate educational attainment in the fire and emergency medical
9 service in either a career or volunteer capacity is important but also creates a meaningful
10 barrier to new entrants into any fire fighting or emergency medical service capacity; and

11 WHEREAS, A stark shortage of available recruits and on-duty firefighters and
12 emergency medical services personnel has caused fire companies to call on volunteers who
13 are well into their 60s and 70s for primary response to fire and emergency medical calls;
14 and

15 WHEREAS, Volunteer fire companies remain deeply embedded in many
16 communities, serving as the primary fire fighting and emergency medical response across
17 large parts of the State; and

18 WHEREAS, Relatively metropolitan parts of the State rely on coordinated services
19 from both career and volunteer firefighters and emergency medical services personnel to
20 provide needed service coverage, but face strains in finding adequate participation at both
21 levels; and

22 WHEREAS, Maryland and its local governments currently offer a variety of support
23 incentives, staff benefits, and other compensation targeted to career and volunteer fire
24 company members and those working in emergency medical services; and

25 WHEREAS, The recruitment and retention of both career and volunteer firefighters
26 and emergency medical services personnel pose an urgent and high priority concern for
27 Marylanders' safety and security in the short term and long term; and

28 WHEREAS, the Maryland General Assembly, through Chapter 655 of the Acts of the
29 General Assembly of 2023, created the Commission to Advance and Strengthen Fire
30 Fighting and Emergency Medical Services Within Maryland to develop a set of
31 recommendations to strengthen the State's fire fighting and emergency medical services;
32 now, therefore,

33 SECTION 1. BE IT ENACTED BY THE GENERAL ASSEMBLY OF MARYLAND,
34 That the Laws of Maryland read as follows:

35 **Article – Education**

36 18–603.1.

1 (a) (1) In this section the following words have the meanings indicated.

2 (2) “Eligible institution” means a public or private nonprofit institution of
3 higher education in the State that possesses a certificate of approval from the Commission.

4 (3) “Fund” means the Charles W. Riley Firefighter and Ambulance and
5 Rescue Squad Member Scholarship Fund.

6 (4) “Scholarship” means the Charles W. Riley Firefighter and Ambulance
7 and Rescue Squad Member Scholarship.

8 (b) There is a Charles W. Riley Firefighter and Ambulance and Rescue Squad
9 Member Scholarship.

10 (c) An individual may apply to the Office for the scholarship if the individual:

11 (1) Is a resident of Maryland;

12 (2) [(i)] Is accepted for admission or enrolled in [the regular
13 undergraduate program] **A COURSE OFFERED** at an eligible institution[]; or

14 (ii) Is accepted for admission or enrolled in a 2–year terminal
15 certificate program in which the course work is acceptable for transfer credit for an
16 accredited baccalaureate program in an eligible institution[]; and

17 (3) Is actively engaged as a career or volunteer firefighter or ambulance or
18 rescue squad member in an organized fire department or ambulance or rescue squad in the
19 State.

20 (d) **(1)** A scholarship awarded under this section:

21 **[(1)] (I)** May be used for the tuition and mandatory fees at any eligible
22 institution; and

23 **[(2)] (II)** May be up to:

24 **1.** 100% of the equivalent annual tuition and mandatory fees
25 of a resident **STUDENT AT A 2–YEAR PUBLIC INSTITUTION OF HIGHER EDUCATION**
26 **ESTABLISHED UNDER TITLE 16 OF THIS ARTICLE WITH THE HIGHEST ANNUAL**
27 **EXPENSES FOR A FULL–TIME RESIDENT STUDENT; OR**

28 **2.** **50% OF THE EQUIVALENT ANNUAL TUITION AND**
29 **MANDATORY FEES OF A RESIDENT** undergraduate student at the 4–year public
30 institution of higher education within the University System of Maryland, other than the
31 University of Maryland Global Campus and University of Maryland, Baltimore Campus,

1 with the highest annual expenses for a full-time resident undergraduate [for courses
2 credited toward a degree in fire service technology, emergency medical technology, fire
3 service management, or public safety administration with a minor or concentration in fire
4 service technology or fire service management].

5 **(2) ANY STUDENT FINANCIAL AID, OTHER THAN A STUDENT LOAN,**
6 **AWARDED TO A SCHOLARSHIP RECIPIENT SHALL BE CREDITED TO THE RECIPIENT'S**
7 **TUITION BEFORE THE CALCULATION OF ANY AWARD AMOUNT PROVIDED THROUGH**
8 **THE SCHOLARSHIP.**

9 **(3) INITIAL AWARDS SHALL BE PROVIDED TO SCHOLARSHIP**
10 **RECIPIENTS ON A FIRST-COME, FIRST-SERVED BASIS.**

11 (e) A scholarship recipient shall maintain a grade point average of at least 2.5 on
12 a 4.0 scale.

13 (f) Each recipient of a scholarship under this section may hold the award for 5
14 years of full-time study or 8 years of part-time study.

15 (g) A Senator or Delegate may authorize the Office to award all or a portion of the
16 funds authorized under Subtitles 4 and 5 of this title to eligible recipients of scholarships
17 awarded under this section.

18 (h) (1) Funds for the Charles W. Riley Firefighter and Ambulance and Rescue
19 Squad Member Scholarship shall be as provided in the annual budget of the Commission
20 by the Governor.

21 (2) There is a Charles W. Riley Firefighter and Ambulance and Rescue
22 Squad Member Scholarship Fund in the Commission.

23 (3) The Commission shall administer the Fund.

24 (4) The Fund is a special, nonlapsing fund that is not subject to § 7-302 of
25 the State Finance and Procurement Article.

26 (5) The State Treasurer shall hold the Fund separately and the
27 Comptroller shall account for the Fund.

28 (6) The Commission:

29 (i) May accept any gift or grant from any person or corporation for
30 the Fund;

31 (ii) Shall use any gift or grant that it receives for a scholarship from
32 the Fund; and

1 (iii) Shall deposit any gift or grant that it receives for the Fund with
2 the State Treasurer.

3 (7) (i) At the end of the fiscal year, the Commission shall prepare an
4 annual report on the Fund that includes an accounting of all financial receipts and
5 expenditures to and from the Fund.

6 (ii) The Commission shall submit a copy of the report to the General
7 Assembly in accordance with § 2-1257 of the State Government Article.

8 (i) A recipient of a scholarship shall work for at least 1 year as a volunteer or
9 career firefighter or ambulance or rescue squad member in an organized fire department
10 or ambulance or rescue squad in the State after completion of [an eligible program in]
11 **STUDY AT** an eligible institution.

12 (j) A scholarship recipient shall repay the Commission the funds received under
13 this section if the recipient does not perform the service obligation required under
14 subsection (i) of this section.

15 **SUBTITLE 40. MARYLAND LOAN REPAYMENT ASSISTANCE PROGRAM FOR**
16 **FIREFIGHTERS AND EMERGENCY MEDICAL SERVICES PROVIDERS.**

17 **18-4001.**

18 (A) **IN THIS SUBTITLE THE FOLLOWING WORDS HAVE THE MEANINGS**
19 **INDICATED.**

20 (B) **“FIRE, RESCUE, OR EMERGENCY MEDICAL SERVICES ENTITY” HAS THE**
21 **MEANING STATED IN § 7-101 OF THE PUBLIC SAFETY ARTICLE.**

22 (C) **“HIGHER EDUCATION LOAN” MEANS A LOAN THAT IS OBTAINED FOR**
23 **TUITION FOR UNDERGRADUATE OR GRADUATE STUDY.**

24 (D) **“PROGRAM” MEANS THE MARYLAND LOAN REPAYMENT ASSISTANCE**
25 **PROGRAM FOR FIREFIGHTERS AND EMERGENCY MEDICAL SERVICES PROVIDERS.**

26 (E) **“PUBLIC RESCUE PERSONNEL MEMBER” MEANS AN INDIVIDUAL WHO IS**
27 **EMPLOYED BY OR A VOLUNTARY MEMBER OF A FIRE, RESCUE, OR EMERGENCY**
28 **MEDICAL SERVICES ENTITY.**

29 **18-4002.**

30 (A) **THERE IS A MARYLAND LOAN REPAYMENT ASSISTANCE PROGRAM FOR**
31 **FIREFIGHTERS AND EMERGENCY MEDICAL SERVICES PROVIDERS.**

1 **(B) THE OFFICE SHALL DISTRIBUTE FUNDS FROM THE PROGRAM TO ASSIST**
 2 **IN THE REPAYMENT OF A HIGHER EDUCATION LOAN OWED BY A PUBLIC RESCUE**
 3 **PERSONNEL MEMBER WHO:**

4 **(1) RECEIVES A GRADUATE, PROFESSIONAL, OR UNDERGRADUATE**
 5 **DEGREE FROM A PUBLIC COLLEGE OR UNIVERSITY IN THE STATE;**

6 **(2) WORKS FOR AT LEAST 1 YEAR AS A VOLUNTEER OR CAREER**
 7 **FIREFIGHTER OR AMBULANCE OR RESCUE SQUAD MEMBER FOR A FIRE, RESCUE, OR**
 8 **EMERGENCY MEDICAL SERVICES ENTITY IN THE STATE; AND**

9 **(3) SATISFIES ANY OTHER CRITERIA ESTABLISHED BY THE OFFICE.**

10 **18-4003.**

11 **(A) THE OFFICE SHALL ADOPT REGULATIONS TO CARRY OUT THIS**
 12 **SUBTITLE.**

13 **(B) THE REGULATIONS SHALL INCLUDE:**

14 **(1) A LIMIT ON THE TOTAL AMOUNT OF ASSISTANCE PROVIDED BY**
 15 **THE OFFICE IN REPAYING THE LOAN OF AN ELIGIBLE INDIVIDUAL, BASED ON THE**
 16 **INDIVIDUAL'S TOTAL INCOME AND OUTSTANDING HIGHER EDUCATION LOAN**
 17 **BALANCE; AND**

18 **(2) THE PROVISION OF ASSISTANCE ON A FIRST-COME,**
 19 **FIRST-SERVED BASIS FOR ALL ELIGIBLE APPLICANTS.**

20 **18-4004.**

21 **SUBJECT TO § 2-1257 OF THE STATE GOVERNMENT ARTICLE, THE OFFICE**
 22 **SHALL REPORT TO THE GENERAL ASSEMBLY ON OR BEFORE JANUARY 1 EACH YEAR**
 23 **ON THE IMPLEMENTATION OF THE PROGRAM.**

24 **SECTION 2. AND BE IT FURTHER ENACTED, That:**

25 **(a) (1) In this section the following words have the meanings indicated.**

26 **(2) "Fire or rescue entity" means:**

27 **(i) a governmental subdivision, by its appropriate designated**
 28 **authority;**

1 (ii) a board or fire commission of a fire department or governmental
2 subdivision;

3 (iii) a fire department;

4 (iv) a fire company; or

5 (v) a rescue squad.

6 (3) "Program" means the State Employee and Retiree Health and Welfare
7 Benefits Program established under Title 2, Subtitle 5 of the State Personnel and Pensions
8 Article.

9 (b) The Department of Budget and Management shall evaluate the feasibility of
10 including firefighters in the Program who:

11 (1) are employed by or are voluntary members of a fire or rescue entity;
12 and

13 (2) do not receive comparable health care benefits to those offered by the
14 Program from their relationship to a fire or rescue entity.

15 (c) The Department's evaluation shall consider:

16 (1) the possibility of allowing firefighters to fully pay for coverage through
17 the Program;

18 (2) any increased costs associated with effectively and efficiently
19 incorporating firefighters into the Program, including any costs related to additional
20 management, administration, oversight, and information-sharing burdens on the
21 Program; and

22 (3) the effect incorporating firefighters into the Program would have in
23 attracting individuals to become firefighters working or volunteering for a fire or rescue
24 entity.

25 (d) On or before December 31, 2024, the Department shall report the results of its
26 evaluation to the Governor and, in accordance with § 2-1257 of the State Government
27 Article, the General Assembly.

28 SECTION 3. AND BE IT FURTHER ENACTED, That:

29 (a) In this section, "fire or rescue entity" means:

30 (1) a governmental subdivision, by its appropriate designated authority;

1 (2) a board or fire commission of a fire department or governmental
2 subdivision;

3 (3) a fire department;

4 (4) a fire company; or

5 (5) a rescue squad.

6 (b) (1) The Department of Budget and Management shall evaluate the
7 feasibility of a program designed to efficiently and effectively provide child care for
8 firefighters who are employed by or are voluntary members of a fire or rescue entity.

9 (2) The Department's evaluation shall include possible mechanisms to
10 fund the program through funding provided by both the State and the county in which the
11 fire or rescue entity is located.

12 (c) The Department's evaluation shall include considerations of:

13 (1) the cost of providing child care through the program, including
14 administrative and other indirect costs; and

15 (2) the effect incorporating firefighters into the program would have in
16 attracting individuals to become firefighters working or volunteering for a fire or rescue
17 entity.

18 (d) On or before December 31, 2024, the Department shall report the results of its
19 evaluation to the Governor and, in accordance with § 2-1257 of the State Government
20 Article, the General Assembly.

21 SECTION 4. AND BE IT FURTHER ENACTED, That this Act shall take effect July
22 1, 2024. Sections 2 and 3 of this Act shall remain effective for a period of 1 year and, at the
23 end of June 30, 2025, Sections 2 and 3 of this Act, with no further action required by the
24 General Assembly, shall be abrogated and of no further force and effect.



COMMISSIONERS
 Anthony W. Bertino, Jr., PRESIDENT
 Madison J. Bunting, Jr. Vice PRESIDENT
 Caryn Abbott
 Theodore. 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

WESTONS. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 CANDACE I. SAVAGE
 DEPUTY ADMINISTRATIVE OFFICER
 ROSCOER. LESLIE
 COUNTY ATTORNEY

February 8, 2024

To: Worcester County Commissioners
 From: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments - Terms Beginning January 1, 2024

President Bertino – You have Three (3) positions open:

- George Solyak – Term Ending – Agricultural Reconciliation Bd.
- Maria C- Lawrence – Term Ending Dec. 2023 – Housing Review Board
- Vicki O'Mara – Term Expiring Dec. 2023 – Library - Available for Reappointment

Commissioner Purnell – You have filled all your positions, Thank you!

Commissioner Bunting - You have One (1) position open:

- Susan Childs – Resigned – April 2022 – Commission for Women

Commissioner Abbott – You have filled all your positions, Thank you!

Commissioner Mitrecic – You have Three (3) positions open:

- Bill Paul – Term Expiring Dec. 2023 – Building Code Appeals Board
- Michael Donnelly- Term Expiring Dec. 2023 – Local Development Council for Ocean Downs Casino
- Amy Rothermel – Term Expiring Dec. 2023 - LMB

Commissioner Elder - You have filled all your positions, Thank you!

Commissioner Fiori - You have Eight (8) positions open:

- Martin Kwesko - **Resigned** - 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
- Deborah Stanley – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Gail Fowler – Term Ending Dec. 2023 - Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

All Commissioners:

(5)-Adult Public Guardianship Board-

4- Terms Expiring Dec. 2023-attached summary in open session

1 - Term Expired - Ms. Wessels, (Roberta Baldwin will potentially help search for a viable replacement, if necessary).

(1)-Drug and Alcohol Abuse Council – (1Deceased) (Dr. Cragway)

(3) -Local Development Council for the Ocean Downs Casino-

2- Previously Expired Terms - Mark Wittmyer At-Large, David Massey (At-Large-Business O.P.), **Term Expiring 1 -**
(Mitrecic) Michael Donnelly.

(4) -Water and Sewer Advisory Council - Mystic Harbour 3- (Passing of Richard Jendrek, Bruce Burns and Joseph Weitzell)

1-Term Ended-Martin Kwesko

(3)- Water and Sewer Advisory Council- West Ocean City- 1 Term Ended-Dec. 21 – Keith Swanton

2 – Terms Expiring Dec. 2023; Deborah Stanley, Gail Fowler

(2 - Total): Commission for Women:

(2) Resigned -Elizabeth Rodier, (Fiori) and Susan Childs (Bunting)

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

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

BUILDING CODE APPEALS BOARD

Reference: PGL - Public Safety Article - Section 12-501 - 12-508 - Annotated Code of Maryland
COMAR 05.02.07 (Maryland Building Performance Standards)
- International Building Code, International Residential Code

Appointed by: County Commissioners

Function: Quasi-Judicial
Hear and decide upon appeals of the provisions of the International Building Code (IBC) and International Residential Code for one- and two-family dwellings (IRC)

Number/Term: 7/4-year terms
Terms expire December 31

Compensation: \$100 per meeting (by policy)

Meetings: As Needed

Special Provisions: Members shall be qualified by reason of experience, training or formal education in building construction or the construction trades.

Staff Contact: Jennifer Kenner, Director
Development Review & Permitting (410-632-1200, ext. 1100)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Bill Paul	D-7 - Mitrecic	Ocean Pines	15-19, 19-23
Kevin Holland	D-1 - Abbott	Pocomoke	96-04-08-12-16-20, 20-24
James Spicknall	D-5 - Bertino	Ocean Pines	04-08-12-16-20, 20-24
Mike Poole	D-6 - Bunting	Bishopville	17-21, 21-25
Mark Bargar	D-4 - Elder	Berlin	14-18-22-26
Jim Wilson	D-3 - Fiori	Berlin	02-06-10-14-18-22-26
Elbert Davis	D-2 - Purnell	Snow Hill	*03-07-11-15-19-23-27

Prior Members:

Robert L. Cowger, Jr. (92-95)
Charlotte Henry (92-97)
Robert Purcell (92-98)
Edward DeShields (92-03)
Sumei Prete (97-04)
Shane C. Spain (03-14)
Dominic Brunori (92-15)
Richard P. Mueller (98-17)

* = Appointed to fill an unexpired term

Reference: PGL Health-General, Section 8-1001

Appointed by: County Commissioners

Functions: Advisory
Develop and implement a plan for meeting the needs of the general public and the criminal justice system for alcohol and drug abuse evaluation, prevention and treatment services.

Number/Term: At least 18 - At least 7 At-Large, and 11 ex-officio (also several non-voting members)
At-Large members serve 4-year terms; Terms expire December 31

Compensation: None

Meetings: As Necessary

Special Provisions: Former Alcohol and Other Drugs Task Force was converted to Drug and Alcohol Abuse Council on October 5, 2004.

Staff Contact: Regina Mason, Council Secretary, Health Department (410-632-1100)
Doug Dods, Council Chair, Sheriff's Office (410-632-1111)

Current Members:

<u>Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
	<u>At-Large Members</u>	
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 - deceased
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
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19-23-27
Mimi Dean	Substance Abuse Prevention Provider	*18-19-23-27
Michael Trader	Knowledgeable on Substance Abuse Issues	23-27

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

Advisory Members

* Appointed to a partial term for proper staggering, or to fill a vacant term

BOARD OF ELECTRICAL EXAMINERS

Reference: Public Local Law BR §2-203

Appointed by: County Commissioners

Function: Regulatory
Regulate licensing of electricians in Worcester County.

Number/Term: 7/3 years
Terms expire December 31st

Compensation: \$100 meeting for expenses (as determined by County Commissioners)

Meetings: As Needed (1 per month)

Special Provisions: 1 must be electrical contractor in Worcester County for 5-years prior.
1 must be electrician in Worcester County.
All must be residents of Worcester County.

Staff Contact: Department of Development Review & Permitting
Deborah Mooney 410-632-1200

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Michael Patchett (ME-5)	D-7, Mitrecic	West Ocean City	08-11-14-17-20, 20-23
Steve Kolarik (EG-5)	D-6, Bunting	Bishopville	12-21, 21-24
Duane Duncan (ME-5)	D-3, Fiori	Berlin	*05-12-15-18-21-24
Roy M. Case (ME)	D-2, Purnell	Berlin	10-13-16-19-22-25
Carl Smith (ME-5)	D-4, Elder	Snow Hill	98-10-13-16-19-22-25
J.T. Novak (ME-5)	D-5, Bertino	Ocean Pines	07-10-13-16-19-22-25
Kenneth Lambertson (ME-5)	D-1, Abbott	Pocomoke	96-11-14-17-20-23-26

(Key: ME-5 = Master Electrician at least 5-years; ME = Master Electrician; EL = Electrician Limited; EG = Electrician General)

Prior Members: (Since 1972)

Harrison Lambertson	Elwood Bunting
William Molnar	W. Prentiss Howard
Thomas Ashby	Frank Bradshaw (90-96)
Billy Burton Cropper	H. Coston Gladding (90-96)
Alonza Anderson	Willard W. Ward (92-97)
Gus Foltz	Walter Ward (92-98)
Robert Conner	Dale Venable (94-00)
Gus Payne	Gary Frick (96-03)
Robert Farley	Thomas Duncan (02-05)
Mike Costanza	Mike Henderson (00-06)
Herbert Brittingham	Brent Pokrywka (02-07)
Otho Mariner	Joel Watsky (03-08)
Mark Odachowski	Bob Arnold (97-10)
Howard Pusey	Jamie Englishmen (06-12)

* = 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>
Maria Campione-Lawrence	D-5, Bertino	Ocean Pines	*22-23
Felicia Green	D-2, Purnell	Ocean Pines	*21-24
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	W. Ocean City	23-26
Charlie Murphy	D-7, Mitrecic	Ocean City	*23-26
Scott Tingle	D-4, Elder	Snow Hill	14-17-20-23-26

Prior Members:

Phyllis Mitchell	Albert Bogdon (02-06)
William Lynch	Jamie Rice (03-07)
Art Rutter	Howard Martin (08)
William Buchanan	Marlene Ott (02-08)
Christina Alphonsi	Mark Frostrom, Jr. (01-10)
Elsie Purnell	Joseph McDonald (08-10)
William Freeman	Sherwood Brooks (03-12)
Jack Dill	Otho Mariner (95-13)
Elbert Davis	Becky Flater (13-14)
J. D. Quillin, III (90-96)	Ruth Waters (12-15)
Ted Ward (94-00)	John Glorioso (*06-19)
Larry Duffy (90-00)	Sharon Teagle (00- 20)
Patricia McMullen (00-02)	Davida Washington (*21-21)
William Merrill (90-01)	Donna Dillion (08-22)
Debbie Rogers (92-02)	C.D. Hall 10-22
Wardie Jarvis, Jr. (96-03)	Chase Church (*19-22)
	Jake Mitrecic (15-21)

* = Appointed to fill an unexpired term

BOARD OF LIBRARY TRUSTEES

Reference: PGL Education 23-403, Annotated Code of Maryland

Appointed by: County Commissioners (from nominees submitted by Board of Library Trustees)

Function: Supervisory
Responsible for the general control and development of the County library system. Oversees management of the libraries, assists in preparation of library budget and other fiscal matters, arranges for an annual audit, makes an annual report to the County Commissioners, make recommendations to the County Commissioners regarding library acquisitions/development.

Number/Term: 7/5 years
Terms expire December 31st

Compensation: None

Meetings: 1 per month except July, and August

Special Provisions: Nominees submitted by Library Board; Maximum 2 consecutive terms

Staff Contact: Library Director - Jennifer Ranck (410) 632-2600

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Vicki O'Mara	Ocean Pines	*18-22 Available for Reappt.
Jeff Smith	Berlin	19-24
Patricia Tomasovic	Pocomoke	*19, 19-24
Sandra Buchanan	Pocomoke	21-26
Jocelyn Briddell	Newark	21-26
Nancy Howard	Ocean City	16-21, 21-26
Kathryn Culbertson	Snow Hill	*21-23-28

Prior Members: Since 1972

Herman Baker	Jere Hilbourn	Beverly Dryden Wilkerson (06-10)
Lieselette Pennewell	Janet Owens	John Staley (97-11)
Edith Dryden	Ruth Westfall	James Gatling (01-11)
Clifford D. Cooper, Jr.	Helen Farlow	Shirley Dale (02-12)
Klein Leister	Judy Quillin	Edith Barnes (07-13)
Evelyn Mumford	Gay Showell	Richard Polhemus (11-16)
Ann Eschenburg	Susan Mariner	Richard Warner Davis (11-16)
Barbara Ward	Jacqueline Mathias	Frederick Grant (13-17)
Donald F. McCabe	Ann S. Coates (88-97)	Rosemary S. Keech (12-18)
Fannie Russell	Jim Dembeck (91-97)	Vivian Pruitt (09-19)
Stedman Rounds	Bill Waters (88-98)	Ron Cascio 09-19
Donald Turner	Geraldine Thweatt (97-98)	Donald James Bailey (16-21)
Sarah Dryden	Martha Hoover (87-99)	Holly Anderson (*10-21)
L. Richard Phillips	Eloise Henry-Gordy (98-00)	Leslie Mulligan (*17-21)
Barbara Bunting	William Cropper (91-01)	
Joanne Mason	Ms. Willie Gaddis (89-01)	
	Leola Smack (99-02)	
	Jean Tarr (94-04)	
	Lois Sirman (01-06)	
	Amanda DeShields (00-07)	
	David Nedrow (04-09)	
	Belle Redden (99-09)	

* = Appointed to fill an unexpired term

**LOCAL DEVELOPMENT COUNCIL
FOR THE OCEAN DOWNS CASINO**

ITEM 17

Reference: Subsection 9-1A-31(c) - State Government Article, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Review and comment on the multi-year plan for the expenditure of the local impact grant funds from video lottery facility proceeds for specified public services and improvements; Advise the County on the impact of the video lottery facility on the communities and the needs and priorities of the communities in the immediate proximity to the facility.

Number/Term: 15/4-year terms; Terms Expire December 31

Compensation: None

Meetings: At least semi-annually

Special Provisions: Membership to include State Delegation (or their designee); one representative of the Ocean Downs Video Lottery Facility, seven residents of communities in immediate proximity to Ocean Downs, and four business or institution representatives located in immediate proximity to Ocean Downs.

Staff Contacts: Kim Moses, Public Information Officer, 410-632-1194
Roscoe Leslie, County Attorney, 410-632-1194

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Represents/Resides</u>	<u>Years of Term(s)</u>
Mark Wittmyer	At-Large	Business - Ocean Pines	15-19
David Massey ^c	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Jones	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
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Kerrie Bunting	Dist. 4 - Elder	Resident - Snow Hill	*22-24
Mayor Rick Meehan ^c	At-Large	Business - Ocean City	*09-12-16-20-24
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21, 21-25
Matt Gordon	Dist. 1 – Abbott	Resident - Pocomoke	19-22, 22-26
Ivy Wells	Dist. 3 - Church	Resident - Berlin	22-26
Cam Bunting ^c	At-Large	Business - Berlin	*09-10-14-18-22-26
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19-23-27

Prior Members:

J. Lowell Stoltzfus^c (09-10)
 Mark Wittmyer^c (09-11)
 John Salm^c (09-12)
 Mike Pruitt^c (09-12)
 Norman H. Conway^c (09-14)
 Michael McDermott (10-14)
 Diana Purnell^c (09-14)
 Linda Dearing (11-15)
 Todd Ferrante^c (09-16)

Since 2009

Joe Cavilla (12-17)
 James N. Mathias, Jr.^c (09-18)
 Ron Taylor^c (09-14)
 James Rosenberg (09-19)
 Rod Murray^c (*09-19)
 Gary Weber (*19-21)

Charlie Dorman (12-19)
 Gee Williams (09-21)

* = Appointed to fill an unexpired term/initial terms staggered
^c = Charter Member

WORCESTER COUNTY'S INITIATIVE TO PRESERVE FAMILIES BOARD

Previously - Local Management Board; and Children, Youth and Family Services Planning Board

Reference: Commissioners' Resolution No. 09-3, adopted on January 6, 2009

Appointed by: County Commissioners

Functions: Advisory/Policy Implementation/Assessment and Planning
 - Implementation of a local, interagency service delivery system for children, youth and families;
 - Goal of returning children to care and establishment of family preservation within Worcester County;
 - Authority to contract with and employ a service agency to administer the State Service Reform Initiative Program

Compensation: \$100 Per Meeting for Private Sector Members

Number/Term: 9 members/5 Public Sector, 4 Private Sector with 3-year terms
 51% of members must be public sector
 Terms expire December 31st

Meetings: Monthly

Staff Contact: Jessica Sexauer, Director, Local Management Board - (410) 632-3648
 Christen Barbierri – LMB Coordinator - (410) 632-3648
 Lisa Shockley, LMB Admin. Support

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides/Representing</u>	<u>Years of Term(s)</u>
Ivonne Lomax	<i>Ex officio</i>	Core Service Agency	Indefinite
Rebecca Jones	<i>Ex officio</i>	Health Department	Indefinite
Jennifer Loring	<i>Ex officio</i>	Juvenile Justice	Indefinite
Louis H. Taylor	<i>Ex officio</i>	Board of Education	Indefinite
Roberta Baldwin	<i>Ex officio</i>	Dept. of Social Services	Indefinite
Amy Rothermel	At-Large	Mitrecic-Ocean City	17-20-23 Reappt
Mark Frostrom	At-Large	Abbot- Pocomoke	*99-12-15-18-21-24
Theophilus Hobbs IV	At-Large	Purnell-Snow Hill	19-22-25
Dr. Mark Bowen	At-Large	Purnell Snow Hill	20-23-26

Prior Members (since 1994):

Tim King (97)	Kathy Simon	Ira Shockley (03-19)
Sandra Oliver (94-97)	Vickie Stoner Wrenn	Eloise Henry-Gordy *(07-20)
Velmar Collins (94-97)	Robin Travers	Jennifer LaMade - Indefinite
Catherine Barbierri (95-97)	Jordan Taylor (09)	Spencer Tracey - Indefinite
Ruth Geddie (95-98)	Aaron Marshall (09)	
Rev. Arthur George (94-99)	Allen Bunting (09)	
Kathey Danna (94-99)	LaTrele Crawford (09)	
Sharon Teagle (97-99)	Sheriff Charles T. Martin	
Jeanne Lynch (98-00)	Joel Todd, State's Attorney	
Jamie Albright (99-01)	Ed Montgomery (05-10)	
Patricia Selig (97-01)	Edward S. Lee (07-10)	
Rev. Lehman Tomlin (99-02)	Toni Keiser (07-10)	
Sharon Doss	Judy Baumgartner (07-10)	
Rick Lambertson	Claudia Nagle (09-10)	
Cyndy B. Howell	Megan O'Donnell (10)	
Sandra Lanier (94-04)	Kiana Smith (10)	
Dr. James Roberts (98-04)	Christopher Bunting (10)	
Dawn Townsend (01-04)	Simi Chawla (10)	
Pat Boykin (01-05)	Jerry Redden	
Jeannette Tresler (02-05)	Jennifer Standish	
Lou Taylor (02-05)	Anne C. Turner	
Paula Erdie	Marty Pusey	
Rev. Pearl Johnson (05-07)	Virgil L. Shockley	
Peter Fox (05-07)	Dr. Jon Andes (96-12)	
Lou Etta McClafin (04-07)	Dr. Ethel M. Hines (07-13)	
Bruce Spangler (04-07)	Deborah Goeller	
Sharon DeMar Reilly	Andrea Watkins (13-17)	
	Sheila Warner (Indefinite)	

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 (Resigned)
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22 (deceased)
Joseph Weitzell	Mystic Harbour	05-11-15-19, 19-23 (deceased)
Bruce Burns	Deer Point	19-23 (deceased)
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24
Stan Cygam	Whispering Woods	*18-20, 20-24
Matthew Kraeuter	Ocean Reef	*19-22, 23-27

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
WEST OCEAN CITY SERVICE AREA**

Reference: County Commissioners' Resolution of November 19, 1993

Appointed by: County Commissioners

Function: Advisory
Advise Commissioners on water and sewer needs of the Service Area; review amendments to Water and Sewer Plan; make recommendations on policies and procedures; review and recommend charges and fees; review annual budget for the service area.

Number/Term: 5/4-year terms
Terms Expire December 31

Compensation: \$100.00/Meeting

Meetings: Monthly

Special Provisions: Must be residents/ratepayers of West Ocean City Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing - (410-641-5251)

Current Members:

<u>Member's Name</u>	<u>Resides/Ratepayer of</u>	<u>Terms (Years)</u>
Keith Swanton	West Ocean City	13-17, 17-21
Deborah Maphis	West Ocean City	95-99-03-07-11-15-19, 19-23
Gail Fowler	West Ocean City	99-03-07-11-15-19,19-23
Blake Haley	West Ocean City	*19-20, 20-24
Todd Ferrante	West Ocean City	13-17-21-25

Prior Members: (Since 1993)

Eleanor Kelly^c (93-96) Andrew Delcorro (*14-19)

John Mick^c (93-95)

Frank Gunion^c (93-96)

Carolyn Cummins (95-99)

Roger Horth (96-04)

Whaley Brittingham^c (93-13)

Ralph Giove^c (93-14)

Chris Smack (04-14)

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women’s organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Coleen Colson, Chair and , Laura Morrison, Co-Chair
 Worcester County Commission for Women - P.O. Box 211, Snow Hill, MD 21863

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)
Susan Childs	D-6, Bunting	Berlin	21-24(Resigned)
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
Laura Morrison	At-Large	Pocomoke	*19-20-23-26
Crystal Bell, MPA	Health Department		*22-23-26
Judith Giffin	D-5, Bertino	Ocean Pines	*22-23-26
Jeannine Jerscheid	Public Safety – Sheriff’s Office		23-26
Kathleen Palmer	D-1, Abbott	Pocomoke City	23-26
Sharnell Tull	At-Large	Pocomoke	23 -26
Joan Scott	D-4, Elder	Newark	23-26

Prior Members: Since 1995

Ellen Pilchard ^c (95-97)	Bonnie Platter (98-00)	Vyoletus Ayres (98-03)
Helen Henson ^c (95-97)	Marie Velong ^c (95-99)	Terri Taylor (01-03)
Barbara Beaubien ^c (95-97)	Carole P. Voss (98-00)	Christine Selzer (03)
Sandy Wilkinson ^c (95-97)	Martha Bennett (97-00)	Linda C. Busick (00-03)
Helen Fisher ^c (95-98)	Patricia Ileczuk-Lavanceau (98-99)	Gloria Bassich (98-03)
Bernard Bond ^c (95-98)	Lil Wilkinson (00-01)	Carolyn Porter (01-04)
Jo Campbell ^c (95-98)	Diana Purnell ^c (95-01)	Martha Pusey (97-03)
Karen Holck ^c (95-98)	Colleen McGuire (99-01)	Teole Brittingham (97-04)
Judy Boggs ^c (95-98)	Wendy Boggs McGill (00-02)	Catherine W. Stevens (02-04)
Mary Elizabeth Fears ^c (95-98)	Lynne Boyd (98-01)	Hattie Beckwith (00-04)
Pamela McCabe ^c (95-98)	Barbara Trader ^c (95-02)	Mary Ann Bennett (98-04)
Teresa Hammerbacher ^c (95-98)	Heather Cook (01-02)	Rita Vaeth (03-04)

* = Appointed to fill an unexpired term

^c = Charter member



Worcester County Administration

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

MEMORANDUM

TO: Worcester County Commissioners
FROM: Candace Savage, Deputy Chief Administrative Officer
DATE: February 15, 2024
SUBJECT: AIB Meeting

Members of the Accountability & Implementation Board (AIB) will join us virtually to discuss the implementation of Maryland's Blueprint for Education.