

AGENDA

WORCESTER COUNTY COMMISSIONERS

Worcester County Government Center, Room 1101, One West Market Street, Snow Hill, Maryland 21863
The public is invited to view this meeting live online at - <https://worcestercountymd.swagit.com/live>

July 5th, 2022

	Item #
9:00 AM - Vote to Meet In Closed Session in Commissioners' Meeting Room – Room 1101 Government Center, One West Market Street, Snow Hill, Maryland	
9:01 - Closed Session: Discussion of request to hire a Procurement Officer and certain personnel matters with human resources, receiving legal advice, and performing administrative functions	
10:00 - Call to Order, Prayer (Reverend Dale Brown of the Community Church of Ocean Pines), Pledge of Allegiance	
10:01 - Report on Closed Session; Review and Approval of Minutes from June 21 st , 2022 Meeting	
10:02 - Proclamation, July is Recreation and Parks Month.	1
10:05 - Consent Agenda (Waterway Improvement Grant request South Point, Waterway Improvement Grant request Public Landing, Sheriff's Body Camera Grant request, Triple Crown Estates Findings and Resolution, Rezoning Case 434 Findings and Resolution, National Information Officers Association Out of State Travel Request, International Municipal Lawyers Association Out of State Travel Request, FY23 Maryland Agricultural Land Preservation Application Hearings, National Wildlife Federation Foundation Grant Letter, County Recreation Center SolSystems Agreement, Public Works FY23 Vehicle Bid Package)	2-12
10:10 - Chief Administrative Officer: Administrative Matters (County Courthouse Carpet Replacement Phase II, Public Works Cab Tractor Purchase, Public Works Skid Steer Lease, Public Works FY23 Surfacing Roadways, AirBnB Tax Collection Memo, County Communications Shelter Replacement Update, Tri County Rural Md Grant Funding, Upcoming Board Appointments)	13-20
10:30- Work Session for American Rescue Plan Act Funds	21
11:00 - Questions from the Press; County Commissioner's Remarks	
11:15 - Chief Administrative Officer: Administrative Matters (if necessary)	
Lunch	
1:00 PM - Chief Administrative Officer: Administrative Matters (if necessary)	

AGENDAS ARE SUBJECT TO CHANGE UNTIL THE TIME OF CONVENING

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

DRAFT

Minutes of the County Commissioners of Worcester County, Maryland

June 21, 2022

Joseph M. Mitrecic, President
Theodore J. Elder, Vice President
Anthony W. Bertino, Jr.
Madison J. Bunting, Jr.
James C. Church (Absent)
Joshua C. Nordstrom
Diana Purnell (Absent)

Following a motion by Commissioner Elder, seconded by Commissioner Nordstrom, with Commissioners Church and Purnell absent, the commissioners unanimously voted to meet in closed session at 9:00 a.m. in the Commissioners' Meeting Room to discuss legal and personnel matters permitted under the provisions of Section 3-305(b)(1) and (7) of the General Provisions (GP) Article of the Annotated Code of Maryland and to perform administrative functions permitted under the provisions of Section GP 3-104. Also present at the closed session were Chief Administrative Officer Weston Young, Deputy Chief Administrative Officer Joe Parker, County Attorney Roscoe Leslie, Public Information Officer Kim Moses, and Human Resources Director Stacey Norton. Topics discussed and actions taken included the following: certain personnel matters with human resources; receiving legal advice from counsel; and performing administrative functions.

Following a motion by Commissioner Nordstrom, seconded by Commissioner Bertino, the commissioners unanimously voted to adjourn their closed session at 9:05 a.m.

After the closed session, the commissioners reconvened in open session. Commissioner Mitrecic called the meeting to order, and following a morning prayer by Reverend Cynthia Bonnevill of St. John's United Methodist Church in Berlin and pledge of allegiance, announced the topics discussed during the morning closed session.

Commissioners Church and Purnell were absent from the meeting.

The commissioners reviewed and approved the open and closed session minutes of their June 7, 2022 meeting as presented.

The commissioners presented years-of-service commendations to Office Assistant III Patricia Deshields for 20 years of service with the Sheriff's Office and Corporal Anthony Dale for 22 years of service with the Worcester County Jail.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved by consent agenda item numbers 2-12 as follows: County Appropriation Transmittal Schedule for FY23 for the Board of Education (BOE); the BOE's Annual Budget Certification Statement, which certifies County funds of \$100,285,947 for BOE expenses, \$205,000 for school construction, and \$12,455,856 for Debt Service for BOE projects in the FY23 County Operating

DRAFT

Budget; Resolution No. 22-09, adopting the FY23 Wor-Wic Community College Expenditure Budget by Function totaling \$31,251,411, including a Worcester County local funding share of \$2,530,242, as approved in the FY23 County Operating Budget on June 7; Resolution No. 22-10 amending the FY23 County Operating Budget to increase ambulance funding by \$140,000 to reflect the increase in funding from \$10,000 to \$15,000 per ambulance; awarding the sole bid to rehabilitate a home in Berlin to East Coast Heating and Air Conditioning at a total cost of \$17,620, contingent upon the County's receipt of a waiver to the three-bid minimum required by the State; a waiver request for Vonzella Turner who was served by the Housing Rehabilitation Program and who passed away in April 2022 and an exception for income limitations for Gloria Milbourne who will be taking possession of her mother's home; Findings of Fact and Residential Planned Community (RPC) Resolution No. 22-11 for the Sea Oaks Village Step 1 RPC; Findings of Fact and Rezoning Resolution No. 22-2 for Rezoning Case No. 435 to rezone 0.5 acre located southwest of, but not binding on, Patey Woods Road, northwest of Newark and identified on Tax Map 40 as Parcel 38 from V-1 Village District to A-1 Agricultural District; piggybacking on national bids through Sourcewell to purchase a Kohler generator and appurtenances from Fidelity Power Systems, the County's generator maintenance contractor, at \$39,355.98 for West Ocean City Pump Station No. 3 and through HGACBuy, a procurement program, a Countywide roadway conditions assessment by H2O Partners at a cost of \$129,042; and out-of-state travel for Chief Administrative Officer Weston Young to attend the International City/County Management Association annual conference.

Pursuant to the request of Library Director Jennifer Ranck and upon a motion by Commissioner Nordstrom, the commissioners unanimously accepted the proposal from The Design Group (TDG) for design services for the new Pocomoke Branch Library at a cost not to exceed \$65,000 for phase one design and \$520,000 plus reimbursable expenses at the rates specified for phases two through six. Ms. Ranck advised that funds of \$500,000 are available within the budget for this expense, and the Library submitted an FY24 grant application for construction funds of \$2.2 million from the Maryland State Library Agency.

Pursuant to the written request of Information Technology Director Brian Jones and upon a motion by Commissioner Bertino, the commissioners unanimously agreed to waive the standard bid process and accepted the proposal of \$47,870 from Di (Design and Integration) to design and build a new audio system in the Commissioners' Meeting Room. The commissioners further declared Di to be the sole source for this project. Deputy Chief Administrative Officer Joe Parker advised that they have been able to keep project costs down by completing certain aspects of the project, such as screens, in-house. Chief Administrative Officer Weston Young stated that there was no audio backup when the video recording failed on May 17, 2022, and this new system will include a secondary audio port to provide redundancy. In response to a question by Commissioner Bertino, Mr. Young advised that the project should be completed in December 2022 or January 2023 due to material delays.

Public Works Director Dallas Baker reviewed a proposal to implement standardized procedures and costs for placing cellular antenna equipment on water towers maintained by Public Works. This would include a standard lease cost of \$4,000 per month, per tower to the service area where the tower is located to help fund future tower painting and maintenance costs.

DRAFT

Mr. Baker advised that the County previously handled requests to place cellular antenna equipment on water towers on a case-by-case basis, with lease agreements submitted by the cell providers or their representatives, and the proposed procedures are based off of similar procedures that have been implemented successfully in Ocean City. In response to a question by Commissioner Bertino, Mr. Baker advised that the County maintains six water towers: two in Ocean Pines and one each in Newark, The Landings, Riddle Farm, and Mystic Harbour.

Following some discussion and upon a motion by Commissioner Bertino, the commissioners unanimously approved the cellular antenna lease approval process as presented.

Pursuant to the request of Mr. Baker and upon a motion by Commissioner Nordstrom, the commissioners unanimously approved the payment of \$11,485 to the Maryland Department of the Environment (MDE) to settle the full stipulated penalty for the Newark Wastewater Treatment Plant (WWTP) of \$8,650 for unauthorized effluent discharges and for the spray irrigation discharge of \$2,835.

Mr. Baker explained that MDE originally imposed penalties of \$18,858 related to plant upgrade violations and the unauthorized effluent discharges. Though MDE denied the County's request for a fee waiver, they did agree to reduce the fees, as the County had worked in good faith to upgrade the WWTP despite extreme amounts of rainfall that occurred in February and March 2021 that hampered construction efforts during WWTP upgrades. In response to a question by Commissioner Nordstrom, Mr. Baker advised that a lot of the violations resulted from changes made by MDE to the County's stream discharge permit limits.

The commissioners conducted a public hearing on Rezoning Case No. 434 for an application submitted by Hugh Cropper, IV on behalf of Raynes Land Holdings, LLC, property owner, which seeks to rezone approximately 105.12 acres of land located on the west side of Downs Road and the north side of U.S. Rt. 113, northeast of Newark, and more specifically identified on Tax Map 40 as part of Parcel 180, from A-1 Agricultural District to A-2 Agricultural District. County Attorney Roscoe Leslie swore in those individuals who planned to give testimony during the hearing. Development Review and Permitting Deputy Director (DRP) Gary Pusey reviewed the application, which received a favorable recommendation from the Planning Commission. He stated that the applicants' claim as the basis for their rezoning request was that there was a mistake in the existing zoning. He then entered the Planning Commission's Findings of Fact into the record and stated that the petitioned area, which has been zoned A-1 since the 1960s, contains an active surface mine (borrow pit) that totals approximately 60 acres, as well as a residence, accessory structures, and tilled land. He stated that the Planning Commission concluded that the location of the borrow pit, which was approved in 2004, occupies the majority of the property, leaving little remaining land that can be developed for agricultural and forestry uses, which are permitted in the A-1 District. Therefore, the Planning Commission concluded that there was a mistake in the existing zoning, and a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan.

Commissioner Mitrecic opened the floor to receive public comment.

Attorney Hugh Cropper concurred with the Planning Commission's findings and asked the commissioners to accept the findings as his testimony as well. He reviewed the history of the surface mine, which is nearing the end of its useful life, and advised that the proposed rezoning to A-2 would provide the flexibility necessary to incorporate revenue-generating activities, like

paddleboard and kayak rentals and fishing, which compliment agricultural activities and would allow the family to remain on their land.

Land Surveyor Frank Lynch, Jr. stated that it was a mistake to rezone the property A-1 in 2009, due to the existence of the borrow pit, and the A-2 zoning is more desirable for this property based on the uses allowed in this district.

Environmental Consultant Chris McCabe concurred, noting that designating the property A-1 in 2009, six years after the borrow pit was approved, had been a mistake.

There being no further public comment, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Bertino, the commissioners approved Rezoning Case No. 434 and the Findings of Fact.

The commissioners conducted a public hearing to receive comments on an amendment filed by Attorney Spencer Ayres Cropper to the Step I plan for the Triple Crown Estates Residential Planned Community (RPC) floating zone to add another 30 single-family lots to the development. DRP Director Jennifer Keener and Zoning Administrator Kristen Tremblay reviewed the application, which received a favorable recommendation from the Planning Commission. Ms. Tremblay advised that the subject property consists of approximately 90.577 acres of land located at the southerly terminus of King Richard Road, north of Gum Point Road and more specifically is identified on Tax Map 21 as Parcels 74 and 322 and is zoned R-1 Rural Residential District and RP Resource Protection Districts. She then reviewed the project highlights, advised that the development is proposed to have one point of ingress and egress to Racetrack Road (MD Rt. 589) from the Ocean Pines subdivision via King Richard Road, and concluded that the Planning Commission gave a favorable recommendation to the requested amendment, subject to certain conditions if a utility easement is proposed to be an emergency access to Racetrack Road.

Commissioner Mitrecic opened the floor to receive public comment.

In response to questions by Mr. Cropper, Triple Crown Estates co-owner Greg Stein concurred with the Planning Commission's findings and asked the commissioners to accept the findings as his testimony as well.

Landscape Architect Steve Engle also agreed with and adopted the Planning Commission's findings. He reviewed the project, and advised that upon completion the project will be incorporated into existing area of Ocean Pines and be protected by a public easement.

In response to questions by Clifford Moore, who purchased a lot in section 1, Ms. Keener advised that safe access to the development is the County's first priority, so the roads must be completed, inspected, and approved before DRP will begin issuing building permits.

Laura Didio of Gum Point Road advised that she is not necessarily opposed to the requested amendment. However, she expressed concern that adding 30 more homes would increase traffic congestion and reduce safety on Gum Point Road and Racetrack Road. Mr. Cropper and Mr. Engle addressed Ms. Didio's safety concerns, noting that ingress and egress will be solely through Ocean Pines and not off Gum Point Road.

Dennis Parker of Adkins Road reviewed existing traffic safety issues on Racetrack Road, Adkins Road, and Gum Point Road. He then challenged the assertion that the new development would cause no additional adverse impacts to these same roads. Commissioner Bertino concurred that MD Rt. 589 is dangerous and in spite of requests by the County to move forward

DRAFT

with a stakeholder plan developed almost 20 years ago to widen the road, the State has not allocated funds for these safety improvements.

There being no further public comment, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Bertino, the commissioners unanimously adopted the findings of the Planning Commission and approved the Triple Crown Estates RPC Phase 2.

The commissioners conducted a public hearing to receive comments on Bill 22-10 (Zoning – Campground Cluster Design Standards), which was introduced by Commissioners Bertino, Church, Elder, Nordstrom, and Purnell on May 17, 2022. Ms. Keener advised that this bill would add a new subsection (4) to ZA 1-318(c) to create new cluster design standards that would allow flexibility to minimum campsite area, setback, width, road frontage, and parking requirements that would apply only to recreational park trailers and cabins in rental and membership campgrounds after approval of a site plan by the Planning Commission. She concluded that the Planning Commission gave a favorable recommendation to the text amendment application, with the inclusion of a requirement that plans must meet the needs of fire and emergency medical services to respond to potential emergencies. In response to questions by Commissioner Bertino, Ms. Keener addressed parking requirements, noting that parking could be in a remote location within the cluster area, but would not be required on the campsites except in the case of a handicap accessible unit.

Commissioner Mitrecic opened the floor to receive public comment.

Attorney Hugh Cropper, representing Sun TRS, owner of Frontier Town Campground, stated that Bill 22-10 does not reduce or eliminate the parking requirements, but does allow for a portion of the campground to be developed using cluster design standards to assure a much better camping experience, with green spaces free of vehicle exhaust.

Project Engineer Jason Hoar of Davis Bowen and Friedel, Inc. advised that Bill 22-10 would result in a small reduction in the number of overall campsites, but would allow campgrounds to cluster lots to make them more environmentally friendly and improve the camping experience.

Diane Steltzer of South Point did not oppose the idea of cluster campground, but expressed concerns about how the additional campsites would impact traffic on MD Rt. 611. She proposed Frontier Town be required to fund road safety improvements, such as a traffic signal at MD Rt. 611 and MD Rt. 376. She also advised that this bill provides far too much leeway with regard to parking. In response to Ms. Steltzer's concerns, Ms. Keener stated that this bill would not allow parking offsite or greater than 600 feet from the clustered campsites.

In response to a question by Commissioner Bunting, Mr. Cropper advised that this change would result in a reduction of the approved number of campsites and impervious surfaces.

There being no further public comment, Commissioner Mitrecic closed the public hearing.

Upon a motion by Commissioner Elder, the commissioners unanimously adopted Bill 22-10 (Zoning – Campground Cluster Design Standards) as presented.

The commissioners recessed for five minutes.

DRAFT

The commissioners conducted a public hearing to receive comments on Bill 22-11 (Public Safety – School Bus Monitoring Systems), which was introduced by Commissioners Bertino, Bunting, Church, Elder, Mitrecic, Nordstrom, and Purnell on May 17, 2022. In attendance were Sheriff's Office Lieutenant Bob Trautman, Board of Education (BOE) Chief Financial Officer Vince Tolbert and Transportation Manager Kim Heiser, and Bus Patrol Program Management Director Richard Hetherington. Lt. Trautman reviewed the bill, which would authorize the use of monitoring cameras on Worcester County school buses in accordance with the Annotated Code of Maryland, Transportation § 10-706.1(c). Mr. Tolbert advised that the purpose of installing monitoring systems on County school buses is to reduce the illegal passage of school buses and to increase the safety of students, not to generate additional revenue for the BOE.

In response to questions by Commissioner Bertino, Mr. Hetherington advised that each bus would be equipped with six enforcement cameras, that there is a monthly technology fee of \$150 per bus to lease the cameras, and that the revenues generated from the violation fees would cover the technology fees. Mr. Hetherington confirmed that the County will never be asked to pay these technology fees in the event that the revenue generated from fines (\$250 per fine) during any given month does not exceed the cost of the equipment fee. Rather, those fees would roll forward and be recaptured by future revenues. He advised that revenues generated by the fines would be shared at a rate of 60% for Bus Patrol and 40% for the County, and the monthly technology fee would come out of the County share. For example, if \$10,000 in fees were generated in one month, Bus Patrol would receive \$6,000, the County would receive \$4,000, and the technology fees would come from the County's portion of the revenues. With regard to the need for the cameras year round, Ms. Heiser advised that 45 out of 69 County buses continue to operate during the summer months.

In response to concerns raised by Commissioner Nordstrom, Lt. Trautman advised that County staff currently do not know the number of Sheriff's Office and State's Attorney's Office personnel that would be needed to process the tickets and prosecute violators. He stated that once the draft legislation is adopted, they could move forward to determine the resources needed to manage such a program.

Commissioner Elder stated that, when he was a bus contractor, an average of 10-20 vehicles illegally passed his stopped bus per day, so he felt that the proposed legislation has merit with regard to improving safety. In response to questions by Commissioner Elder, Mr. Hetherington reviewed the process for capturing data from the cameras and advised that the fines amount to a civil violation, so law enforcement would not be required to appear in court. Commissioner Mitrecic stated that any revenues generated from the fines should be shared by the bus contractors.

Commissioner Mitrecic opened the floor to receive public comments.

There being no public comment, Commissioner Mitrecic closed the public hearing.

Following much discussion and upon a motion by Commissioner Nordstrom, the commissioners unanimously agreed to table further discussion on Bill 22-11 until additional information on program costs and related concerns becomes available.

The commissioners conducted a public hearing to receive comments on the application of disbursed American Rescue Plan Act (ARPA) funding. Chief Administrative Officer Weston Young advised that of the \$10,154,000 ARPA funds dedicated to the County, \$3,487,000 is

currently obligated to the Lewis Road sewer project and \$8,667,000 currently remains undesignated. Commissioner Mitrecic stated that the commissioners are seeking input from the public on how to allocate the remaining ARPA funds. He advised that the commissioners will consider all public comments during an upcoming ARPA work session. Commissioner Elder stated that he supports allocating the bulk of ARPA funding toward Countywide broadband.

Commissioner Mitrecic opened the floor to receive public comment.

Becky Richardson of Girdletree urged the commissioners to make broadband a priority and expressed her concerns regarding the commissioners' decision to select Talkie Communications as the County's broadband vendor. She explained that internet is not available on her family farm, so during the COVID pandemic she took her children to Snow Hill or Pocomoke where public internet was available, and they sat in the car to complete their school work.

Paul Mumford of Pennyhouse Road stated that his road is a dead zone and suggested installing towers and using line of sight internet, as \$8 million would not even begin to cover the cost of underground fiber.

Steve Cress of Snow Hill urged the commissioners to undertake a risk assessment and other necessary analysis to develop the best plan for extending broadband to unserved areas.

Regina Royer of Nassawango Road stated her disappointment that Choptank has not partnered with Talkie in the plan to extend broadband to unserved areas, and she asked the commissioners to limit the allocation of ARPA funding for broadband to currently unserved areas.

Stacy Hart of Figgs Landing Road, speaking as a homeowner and small business owner, advised that she lives and works in a black hole, and during an emergency at her home the Fire Marshal could not get cell reception to call for fire trucks. She read two letters, one as a homeowner and the other as a small business owner into the record, and called for affordable, reliable broadband that is not geared to a single vendor to be extended to the unserved areas.

Ocean City Fire Chief Richard Bowers, speaking on behalf of the County fire and emergency medical services agencies, asked the commissioners to consider allocating a portion of ARPA funds to the fire services. In response to comments by Commissioner Mitrecic, Chief Bowers advised that the County fire services are developing a list of capital expenses in order of priority for which they are seeking ARPA funding.

Jeff McMahon of Snow Hill, speaking on behalf of the Girdletree Volunteer Fire Company, stated that any ARPA funds the commissioners choose to allocate to the fire services would be appreciated. He also expressed concern regarding Talkie's timeline to extend broadband from Dunn Swamp Road to his daughter's house, which is located less than a mile away on New Bridge Road. He stated that 10 weeks ago Talkie representatives assured his daughter that broadband would be available to her home in 10 days; however, her property remains unserved to this day.

Worcester County Farm Bureau (WCFB) Vice President John Bruning stated that the WCFB supports the use of \$8 million in ARPA funding to provide broadband to unserved areas of the County. He noted that farmers rely on solid internet connections for GPS and other technology to run their farms. He expressed concern that Talkie has only extended broadband to 10 homes to date.

Christina Parada of Carey Back Road stated that her two children suffered greatly during the pandemic when access to internet was necessary to complete their school work. She urged

the commissioners to establish a broadband committee to help facilitate the extension of broadband to unserved areas of the County. She also urged the commissioners to partner with Choptank, which already has the infrastructure in place to extend broadband to unserved areas. In response to concerns raised by Ms. Parada, Commissioner Bunting advised that the extension of broadband to unserved and underserved areas of the County is a top priority of the commissioners. He then reviewed the steps that the County has already taken and is continuing to take to extend service to unserved areas.

Dave Brewing of Cedar Town Road stated that it is not a question of whether they need broadband but when can they get it. He urged the commissioners to explore all available options to make the extension of broadband throughout the County a reality, including partnering with Choptank. He also expressed concerns that Choptank was left out when the State allocated \$3 million in ARDOF funds to Talkie.

In response to numerous public comments, Commissioner Mitrecic noted that, while Talkie has been applying for every grant available to extend broadband to the unserved areas of the County at the lowest possible cost to County taxpayers, Choptank presented a proposal to extend broadband at a County cost of \$38 million. In response to comments by Commissioners Elder and Nordstrom, Mr. Young advised that Talkie and one other company responded to the two requests for proposals issued by the County for the broadband project; however, Choptank was not one of those companies. He confirmed that there are three broadband providers in the County. One is aggressively pursuing grant funds. One shows no interest in partnering with the County, and one spends more time badmouthing the competition than installing broadband. He stated that the County could allocate all available ARPA funding for broadband, but it makes more sense to use those funds to match the federal grants to make project dollars go farther.

Roger Richardson of Old Furnace Road stated that Choptank has provided broadband service to all of Somerset County, and he stated that Worcester County needs to wake up and support Choptank's efforts to do the same here.

There being no further public comment, Commissioner Mitrecic closed the public hearing. Commissioner Mitrecic thanked everyone for their comments and reiterated that their concerns will be considered during the upcoming ARPA work session.

Emergency Services Deputy Director James Hamilton reviewed the status of the County's outdoor emergency warning system and discussed various options to replace nonworking sirens throughout the County. Following some discussion and upon a motion by Commissioner Bunting, the commissioners unanimously approved the repair of the five, nonworking sirens and directed staff to develop a plan to replace the remaining sirens.

Pursuant to requests by Development Review and Permitting (DRP) Director Jennifer Keener and Environmental Programs Director Bob Mitchell and upon a motion by Commissioner Bertino, the commissioners unanimously approved Resolution No. 22-12 establishing updated fees for applications processed by DRP and the Department of Environmental Programs and Resolution No. 22-13 amending liquor license fees.

Commissioner Bunting advised that, following the commissioners' decision to allocate ARPA funds to hook up homes on one side of Lewis Road to public sewer at no cost, he has received numerous calls from those residing on the opposite side of the road, as well as residents

DRAFT

on Gum Point Road who would also like access to public sewer. In response to concerns raised by Commissioner Bunting, Mr. Mitchell agreed to provide the commissioners with options to help reduce hookup costs for these residents as well. For example, he noted that the County received roughly \$525,000 from the Bay Restoration Fund that could potentially be allocated for such a use in priority funding areas. However, Mr. Mitchell cautioned that Gum Point Road is not located in a priority funding area.

In follow up to their May 17, 2022 meeting with County Attorney Roscoe Leslie and upon a motion by Commissioner Bertino, the commissioners unanimously adopted Resolution No. 22-14 Recitals, which establishes a three-tiered system created for police discipline for every local law enforcement organization in the County. The three boards will consist of a Police Accountability Board, a Charging Committee, and a Trial Board, and the County will begin actively recruiting volunteers to serve on these boards.

The Police Accountability Board will consist of seven members to serve as the overall governing body of the system. The Charging Committee will consist of five members who will review complaints and investigations of police misconduct, determine whether an officer should be charged with misconduct, and if charged recommend discipline from the State-created matrix. The Trial Board will consist of three members, be chaired by a retired or administrative law judge, and will conduct hearings if an officer does not accept the disciplinary measures recommended by the Charging Committee. Members of the three boards must meet applicable qualifications and will receive mandated training.

Upon a motion by Commissioner Bertino, the commissioners unanimously approved a donation of \$10,000 to the family or the family trust of Wicomico County Deputy Glenn Hilliard, who was shot and killed on June 12, 2022 in the line of duty. Deputy Hilliard, whose family resides in Berlin, served with the Berlin Police Department prior to joining the Worcester County Sheriff's Office, and he served as an instructor at the Police Academy at Wor-Wic Community College.

Upon a motion by Commissioner Bertino, the commissioners unanimously agreed to cancel their July 19, 2022 meeting, as it falls on Primary Election Day.

The commissioners answered questions from the press, after which they adjourned to meet again on March 1, 2021.

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



COMMISSIONERS
JOSEPH M. MITRECIC, PRESIDENT
THEODORE J. ELDER, VICE PRESIDENT
ANTHONY W. BERTINO, JR.
MADISON J. BUNTING, JR.
JAMES C. CHURCH
JOSHUA C. NORDSTROM
DIANA PURNELL

OFFICE OF THE
COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
CHIEF ADMINISTRATIVE OFFICER
JOSEPH E. PARKER, III
DEPUTY CHIEF ADMINISTRATIVE OFFICER
ROSCOE R. LESLIE
COUNTY ATTORNEY

PROCLAMATION

WHEREAS, this July, National Park and Recreation Month, we recognize the integral role of Worcester County Recreation and Parks (WCRP) in creating and maintaining healthy communities, supporting active lifestyles, and increasing the economic viability of the county through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, WCRP programs and parks promote physical activities by providing popular sports programs, hiking trails, and educational activities, including out-of-school time programming, youth sports, and environmental education, that are critical to childhood development, promote time spent in nature, which positively impacts mental health by increasing cognitive performance, and ensure the ecological beauty of our communities.

NOW, THEREFORE, we the County Commissioners of Worcester County, Maryland, do hereby recognize July as **Park and Recreation Month** and encourage residents and visitors to get out, get active, and enjoy nature with Worcester County Recreation and Parks. To learn more, visit <https://worcesterrecandparks.org>.

Executed under the Seal of the County of Worcester, State of Maryland, this 5th day of July, in the Year of Our Lord Two Thousand and Twenty-Two.



Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Joshua C. Nordstrom

Diana Purnell



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 27, 2022
SUBJECT: Waterway Improvement Fund Grant – South Point Bulkhead

The Recreation & Parks Department received an award letter and Grant Agreement for the FY23 Waterway Improvement Fund Grant for the South Point Bulkhead (Assateague Side) project.

The grant amount is in the amount of \$250,000 and is for the replacement and improvement of the timber bulk heading on the Assateague side of the South Point Boat Ramp as well as decking at the boat ramp, as needed. This will be the second phase of the South Point Boat Ramp project.

Waterway Improvement Fund Grants are 100% reimbursable.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment

cc: Jacob Stephens, Parks Superintendent



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

June 14, 2022

Ms. Kelly Rados, Director
Worcester County Recreation & Parks
6030 Public Landing
Snow Hill, MD 21863

Re: Fiscal Year 2023 Waterway Improvement Fund Grant
LG-2314J-23, South Point Bulkhead Assateague Side, \$250,000.00

Dear Ms. Rados:

As announced by Maryland Secretary of Natural Resources Jeannie Haddaway-Riccio on June 13, 2022, it brings me great pleasure to inform you that your jurisdiction's request for Fiscal Year 2023 Waterway Improvement Funds (WIF) for the above referenced project has been approved. The approved grant funds are available as soon as we receive and execute a signed grant agreement.

For your review and signature, please find the attached grant agreement for your FY23 WIF project with the terms and conditions associated with the award. Please review and return via e-mail, a signed copy to your Project Administrator. If there are any corrections or changes needed to the grant agreement terms and conditions, please contact your Project Administrator, Sandi Pepe at sandi.pepe@maryland.gov.

We are asking grantees to consider ways to build resilience into their projects (if applicable). We encourage you to consider the impacts of nuisance and higher than high tide flooding, storm surge, storm water flooding, and future sea level rise in all aspects of your design to avoid or minimize the impacts to your project. Chesapeake and Coastal Service staff are available to assist you with ways you can incorporate resiliency into your project. Please reach out if you would like to discuss ideas.

I want to personally thank you and your staff for your support in making these projects possible and striving to build resilience into our recreational water access network.

Sincerely,

Christine Conn, PhD., Acting Director
Chesapeake and Coastal Service

Attachment

cc: Sandi Pepe, Department of Natural Resources

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-2314J-23

THIS GRANT AGREEMENT, entered into this ____ day of _____, 20____,
by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter ("Department")

and

WORCESTER COUNTY GOVERNMENT
One West Market Street, Room 1103, Snow Hill, MD 21863("Grantee")
hereinafter ("Grantee")
Federal ID # 52-6001064

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for South Point Boat Ramp Restoration – Assateague Side; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2023, in the amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on July 1, 2022 and shall expire on June 30, 2025.

2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Jacob Stephens, Parks Superintendent
Phone: 410-632-2144 ext. 2521 Email: jstephens@co.worcester.md.us

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Sandi Pepe, Regional Administrator
Phone: 410-260-8466; E-mail: sandi.pepe@maryland.gov

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Sandi Pepe**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.

7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.

a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).

b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.

8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a "Public Facility" and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.

9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.

10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects three years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
 - (i) repay the Grant, in whole or in part;
 - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
 - (iii) withhold further payments under this Grant Agreement; or
 - (iv) terminate this Grant Agreement.
- b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. **Termination:**

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.
- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. **Appropriations:** If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance.** For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification.** The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;
- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

- a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and
- c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

GRANTEE WITNESS

Joseph M. Mitrecic, President
Worcester County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Christine Conn, Ph.D., Acting Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources



Worcester County Recreation & Parks

6030 Public Landing Road | Snow Hill MD 21863 | (410) 632-2144 | www.PlayMarylandsCoast.org

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
Joseph E. Parker III, Deputy Chief Administrative Officer
FROM: Kelly Rados, Director of Recreation & Parks
DATE: June 27, 2022
SUBJECT: Waterway Improvement Fund Grant – Public Landing

The Recreation & Parks Department received an award letter and Grant Agreement for the FY23 Waterway Improvement Fund Grant for the Public Landing Retaining Wall and Riprap.

The grant amount is in the amount of \$50,000 and is for the engineering services to determine the most effective way to prevent erosion around the peninsula at Public Landing, reducing the need for dredging in the canal.

Waterway Improvement Fund Grants are 100% reimbursable.

We are asking for review and approval signature for this grant in order to move forward.

Please do not hesitate to contact me at 410-632-2144 x2502 if you have any questions or need additional information.

Attachment

cc: Jacob Stephens, Parks Superintendent



Larry Hogan, Governor
Boyd Rutherford, Lt. Governor
Jeannie Haddaway-Riccio, Secretary
Allan Fisher, Deputy Secretary

June 14, 2022

Ms. Kelly Rados, Director
Worcester County Recreation & Parks
6030 Public Landing
Snow Hill, MD 21863

Re: Fiscal Year 2023 Waterway Improvement Fund Grant
LG-2304O-23, Public Landing Retaining Wall/RipRap, \$50,000.00

Dear Ms. Rados:

As announced by Maryland Secretary of Natural Resources Jeannie Haddaway-Riccio on June 13, 2022, it brings me great pleasure to inform you that your jurisdiction's request for Fiscal Year 2023 Waterway Improvement Funds (WIF) for the above referenced project has been approved. The approved grant funds are available as soon as we receive and execute a signed grant agreement.

For your review and signature, please find the attached grant agreement for your FY23 WIF project with the terms and conditions associated with the award. Please review and return via e-mail, a signed copy to your Project Administrator. If there are any corrections or changes needed to the grant agreement terms and conditions, please contact your Project Administrator, Sandi Pepe at sandi.pepe@maryland.gov.

We are asking grantees to consider ways to build resilience into their projects (if applicable). We encourage you to consider the impacts of nuisance and higher than high tide flooding, storm surge, storm water flooding, and future sea level rise in all aspects of your design to avoid or minimize the impacts to your project. Chesapeake and Coastal Service staff are available to assist you with ways you can incorporate resiliency into your project. Please reach out if you would like to discuss ideas.

I want to personally thank you and your staff for your support in making these projects possible and striving to build resilience into our recreational water access network.

Sincerely,

Christine Conn, PhD., Acting Director
Chesapeake and Coastal Service

Attachment

cc: Sandi Pepe, Department of Natural Resources

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
WATERWAY IMPROVEMENT FUND GRANT AGREEMENT

GRANT #: LG-23040-23

THIS GRANT AGREEMENT, entered into this ____ day of _____, 20____,
by and between

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES
CHESAPEAKE & COASTAL SERVICE
580 Taylor Ave., Annapolis, MD 21401
hereinafter ("Department")

and

WORCESTER COUNTY GOVERNMENT
One West Market Street, Room 1103, Snow Hill, MD 21863("Grantee")
hereinafter ("Grantee")
Federal ID # 52-6001064

WHEREAS, funding has been appropriated by the General Assembly to the Waterway Improvement Fund to be disbursed as grants for the purpose of assisting in waterway improvements by expanding and enhancing access to public boating opportunities and improving boating safety pursuant to MD.CODE ANN., Natural Resources II, §8-707 et seq., (2012 Replacement Volume as amended) ("the Fund"); and

WHEREAS, the purpose of these grants is to assist jurisdictions by providing project grant funds; and

WHEREAS, the Grantee has applied to the Department for grant assistance funding for Public Landing Retain Wall/Riprap Engineering; and

WHEREAS, the Department has determined such grant assistance shall be provided to Grantee if Grantee agrees to the provisions contained herein;

NOW, THEREFORE, in consideration for the receipt of a Grant for the Fiscal Year 2023, in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00).

The Grantee agrees to the following provisions:

1. **Term:** This Grant Agreement shall become effective on July 1, 2022 and shall expire on June 30, 2025.

2. **Scope:** The Grantee is responsible for supervision of and the technical accuracy and coordination of all work pursuant to this Grant Agreement as set forth in the attached Scope of Work. Attachment # A is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

3. **Key Personnel:** The parties agree that the following named individuals are considered to be essential to the work being performed under this Grant Agreement, and that they are designated as Key Personnel who shall be made available to the fullest extent required to carry out the work under this Grant Agreement:

Jacob Stephens, Parks Superintendent
Phone: 410-632-2144 ext. 2521 Email: jstephens@co.worcester.md.us

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

The parties designate the following named individuals as Grant Agreement Representatives for the purpose of any notices required under this Grant Agreement. The parties agree that each will promptly notify the other, in case of substitution of a Grant Agreement Representative, or change in the Representative's contact information.

Sandi Pepe, Regional Administrator
Phone: 410-260-8466; E-mail: sandi.pepe@maryland.gov

Kelly Rados, Director Recreation and Parks
Phone: 410-632-2144 Email: krados@co.worcester.md.us

4. **Payment:** The Grantee shall submit a reimbursement request to the Department on generally a quarterly basis, for expenses authorized for the work under this Grant Agreement on the attached Request for Reimbursement form, in accordance with the payment schedule in the attached Scope of Work. The request will include invoices and a copy of paid canceled check(s) or certification that payment has been made for reimbursement of the State's share of the project. Attachment # B is hereby incorporated into this Grant Agreement and made an integral part of this Grant Agreement.

Reimbursement shall be due and payable within 30 days of receipt by the Department. The grantee agrees that no claim or charges for damages shall be made by it for any delays or hindrances from any cause during the term of this Grant Agreement. Under no circumstances is the Department responsible for payment of any charges due to late payment of invoices.

5. **Deliverables:** The Grantee shall submit generally quarterly status/progress reports to the Department at the same time as the billing submissions required under paragraph 4 above. All deliverables will be submitted directly to the Department Contact, **Sandi Pepe**. Final deliverable work products, including the Final Reports, any geographic or mapping related efforts, and those items listed in the Scope of Work as expected final deliverables, shall be submitted to the Department Contact.

6. **Project Management:** The design, construction, and management of the project will be by or under the supervision of the Grantee in accordance with the latest edition of the Waterway Improvement Fund Grants Manual incorporated by reference into this Grant Agreement. Plans and specifications, including all contract documents and any subsequent changes, must be completed by a Maryland Registered Professional Engineer unless approved otherwise in advance by the Department Contact. All plans, specifications and proposed changes must be submitted for review and approval by the Department Contact. All necessary Federal, State and local permits and approvals must be secured by Grantee prior to start of construction.
7. **Request for Bids:** The Grantee shall publicly advertise the project for bids or use another procurement method approved in advance by the Department Contact. Proposals will be received and compiled by the Grantee. The Department reserves the right to have a representative present at the bid opening.
 - a. Project contracts with a value of \$250,000 or more which the State provides 25% or more of the funding shall be advertised as prevailing wage contracts (COMAR 21.11.11).
 - b. The Grantee will prepare a tabulation of bids and/or other method of procurement and submit same for approval to the Department with comments and recommendations prior to the award of any contract.
8. **Publication:** The Grantee shall post signs about the project, in a prominent location, identifying the project as a “Public Facility” and shall place a permanent sign, approved by the Department, acknowledging funding by the Waterway Improvement Fund. All press releases and grant related events shall be coordinated with DNR, Center for Waterway Improvement and Infrastructure.
9. **Fee Approval:** The Grantee shall obtain prior approval from the Department for any fees or modifications to existing fees charged for the use of the funded facility. All Maryland registered boaters shall have equal access to State funded boating facilities. Any requests for exceptions to this policy must be submitted in writing. The Department reserves the right to deny such requests.
10. **Facility Access:** Any facility funded in whole or in part with Waterway Improvement Fund Grants must remain accessible and open for use by the general boating public. The Department shall approve changes in use of a funded facility before it is removed from public access and use, such as through sale, donation or commercial use of the facility. If the change in use is approved by the Department, the Grantee must replace the public access location with a facility open to the general boating public with equal value at the nearest approved location at no cost to the Department. The Grantee may be required to repay the Department for the current value of the funded facility in proportion to the total cost contribution originally paid by the State. The Department may require two independent appraisals to determine the amount to be reimbursed to the Waterway Improvement Fund.

11. **Maintenance and Repair:** Unless previously approved by the Department, the Grantee agrees to operate and maintain the proposed project. Future maintenance funds are not guaranteed by the Department. The Grantee agrees that it shall if necessary, unless previously approved by the Department:

- a. Provide without cost to the State of Maryland, all necessary lands, easements, rights-of-way, and dredge disposal site(s) required for the project;
- b. Hold and save the State of Maryland free from damages that may result from the construction of the project;
- c. Accomplish, without cost to the State of Maryland, alterations and relocations as required in sewer, water supply, drainage and other utility facilities and
- d. Shall assure that the facility shall be designed and constructed for persons with disabilities pursuant to the Annotated Code of Maryland and the Americans with Disability Act (ADA).

12. **Compliance with Applicable Law:** The Grantee hereby represents and warrants that:

- a. The Grantee is qualified to do business in the State of Maryland and that they will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- b. The Grantee is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that they shall not become so in arrears during the term of this Grant;
- c. The Grantee shall comply with all federal, State, and local laws, regulations, and ordinances applicable to its activities and obligations under this Grant; and
- d. The Grantee shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Grant.

13. **Unused Funds:** The Department reserves the right to revert any unexpended or unencumbered balance from this grant not used during the project period specified in the scope of work. Grant projects three years or older are subject to immediate reversion by the Department.

14. **Subject to Audit:** The Department retains the right to audit and inspect the records of the Grantee pertaining to this Grant for a period of 3 years after the conclusion of the Grant. Grantee shall permit any duly authorized representative of the State to inspect and audit all records and documents of Grantee relating to this Grant. Should the Department determine that Grant funds have been expended for activities outside of the Scope of this Grant Agreement; the Grantee shall reimburse the Department for funds so identified.

15. **Default:** Default is Grantee's breach of any of the applicable covenants, agreements, or certifications contained in this Grant Agreement.

16. **Remedies Upon Default:**

- a. Upon the occurrence of any default, the Department may require the defaulting party to:
 - (i) repay the Grant, in whole or in part;
 - (ii) recoup the amount of the Grant already paid from funds due the Grantee from any other current or future State grant or loan or any other funds, otherwise due and owing Grantee;
 - (iii) withhold further payments under this Grant Agreement; or
 - (iv) terminate this Grant Agreement.
- b. In addition to the rights and remedies obtained in this Grant Agreement, the State may at any time proceed to protect and enforce all rights available to it. All rights and remedies survive the termination of this Grant Agreement.

17. **Termination:**

- a. The Department may terminate this Grant Agreement for any reason in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the Department. The Department will pay all reasonable costs associated with this Grant Agreement that the Grantee has incurred up to the date of termination and all reasonable costs associated with termination of the Grant Agreement. However, the Grantee shall not be reimbursed for any anticipatory profits or other costs that have not been earned up to the date of termination.
- b. The Parties may mutually agree to terminate this Grant Agreement without cause. Termination of the Grant Agreement will not release the party(ies) from any prior commitments, obligations, or transactions, occurring prior to the effective date of termination or any non-cancellable obligations that may extend beyond the termination dates.

18. **Disposition of Property:** The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of any interest in the real or personal property acquired by Grantee with Grant funds except as provided in #10 and as approved by the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least sixty (60) calendar days before any proposed transfer or disposition. If the Department permits transfer or disposition, Grantee may be required to repay the State that percentage of the proceeds allocable to the Grant that was used to acquire the property as determined by the Department in its sole discretion.

19. **Appropriations**: If the Federal and/or State government fail to appropriate funds or if funds are not otherwise made available for continued performance for any period of this Grant Agreement, this Grant Agreement must be cancelled automatically as of the beginning of the period for which funds were not appropriated or otherwise made available. The Grantee may not recover anticipatory profits or costs incurred after termination.

20. **Insurance**. For any item of real or personal property acquired by Grantee with Grant funds that has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item, obtain and maintain all risk or fire and extended coverage insurance or such similar insurance coverage as may be appropriate for the full value of the item, or in amounts as may be commercially reasonable under the circumstances from time to time. Each such policy shall:

- a. name the State as an additional loss payee thereunder;
- b. by its terms, be considered primary and non-contributory with respect to any other insurance (if any) provided by the State;
- c. by its terms, be cancelable only on at least thirty (30) days prior written notice to the Grantee; and
- d. be issued by a reputable insurer authorized to issue such policy in Maryland.

The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph may be applied as the Department, in its sole discretion, shall determine, toward replacement of the real or personal property or toward the partial or total repayment of the Grant to the State. Provided the Grantee has adequate financial resources, as determined in the sole discretion of the Department, the Grantee may self-insure the property.

21. **Indemnification**. The Grantee shall be responsible for, and shall defend, indemnify, and hold harmless the State of Maryland, its officers, agents, and employees, whether or not the State be deemed contributory negligent, from all suits, actions, liability, or claim of liability (including reasonable attorney's fees) arising out of:

- a. Grantee's involvement in the Project, including its construction;
- b. Grantee's use, occupancy, conduct, operation, or management of the Project;
- c. any negligent, intentionally tortuous, or other act or omission of the Grantee or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees in connection with the Project; and

d. any injury to or death of any person or damage to any property occurring in, on, or as a direct or indirect result of Grantees involvement in the Project or any of the Grantees activities in connection therewith.

22. **Nondiscrimination and Equal Employment Opportunity:** The Grantee agrees:

- a. Not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and extent so as reasonably to preclude the performance of such employment;
- b. To include a provision similar to that contained in subsection (a), above, in any contract under this Grant except a contract for standard commercial supplies or raw materials; and
- c. To post and to cause contractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.
- d. Not to discriminate against any person on the basis of race, color, creed or national origin, in the use of any property or facility acquired or developed pursuant to this Grant Agreement.

23. **Drug and Alcohol Free Workplace:** The Grantee shall comply with the State of Maryland's policy concerning a drug and alcohol free workplace, as set forth in the Governor's Executive Order 01.01.1989.18 and COMAR 21.11.08 and the Drug-Free Workplace Act of 1988, and its implementing regulations codified at 29 CFR 98, Subpart F.I. as amended.

24. **Amendment:** This Grant Agreement may be amended only in a writing executed by the parties.

25. **Assignment:** The Grantee may not assign this Grant Agreement without the prior written approval of the Department. When so approved, this Grant Agreement shall bind the Grantee's successors and assigns.

26. **Entire Agreement:** This Grant Agreement, including the Attachment(s), represents the complete and final understanding of the parties. No other understanding or representations, oral or written, regarding the subject matter of this Grant Agreement, shall be deemed to exist or to bind the parties at the time of execution.

27. **Maryland Law:** The laws of Maryland shall govern the interpretation and enforcement of this Grant Agreement.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement by causing the same to be signed on the day and year first above written.

Signatory for the Grantee:

GRANTEE WITNESS

Joseph M. Mitrecic, President
Worcester County Commissioners

State of Maryland
Department of Natural Resources

DEPARTMENT WITNESS

Christine Conn, Ph.D., Acting Unit Director
Chesapeake & Coastal Service

Approved as to form and legal sufficiency
March 2022
Office of the Attorney General, Department of Natural Resources

ITEM 4

Worcester County Sheriff's Office

Matthew Crisafulli
Sheriff



Douglas Dods
Chief Deputy

June 28, 2022

To: Weston Young, Chief Administrative Officer
Worcester County Commissioners

RE: FY 2023 Police Accountability, Community, and Transparency (PACT) Grant
Program

Dear Mr. Young and County Commissioners,

We respectfully request that you approve our grant application for the FY 2023 Police Accountability, Community, and Transparency (PACT) Grant.

Please advise if more information is needed.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "R. Trautman", is written over a horizontal line.

Lieutenant Robert Trautman

Support Services Division - Commander

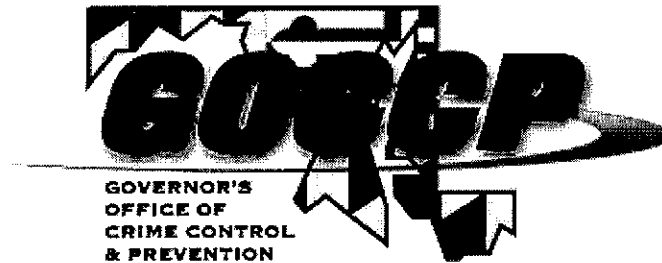
"Proud to Protect, Ready to Serve"

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

FY 2023 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Worcester County Board of County Commissioners

Grant Application Form



Governor's Office of Crime Control and Prevention


Submitted: 6/28/2022

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

www.goccp.maryland.gov
Larry Hogan, Governor
Boyd K. Rutherford, Lt. Governor

Application Contents

- | | |
|---|---|
| <input checked="" type="checkbox"/> Cover Sheet | <input checked="" type="checkbox"/> Civil Rights |
| <input checked="" type="checkbox"/> Face Sheet | <input checked="" type="checkbox"/> Service Sites |
| <input checked="" type="checkbox"/> Summary / Narrative | <input checked="" type="checkbox"/> Assurances |
| <input checked="" type="checkbox"/> Budget Summary | <input checked="" type="checkbox"/> Anti-Lobbying |
| <input type="checkbox"/> Personnel | <input type="checkbox"/> Services |
| <input type="checkbox"/> Operating | <input checked="" type="checkbox"/> Equipment |
| <input type="checkbox"/> Travel | <input type="checkbox"/> Other |

Date Stamp:	OFFICE USE ONLY	
	Control Number: 	Application Number: 2022-PT-0023
	Received By:	Date:



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

FY 2023 Police Accountability, Community, and Transparency (PACT) Grant Program (PACT)

Applicant: Worcester County Board of County Commissioners

Project Title: Worcester County - Police Body Worn Equipment (PACT)

Worcester

Local Government

Start Date: 07/01/2022

Submitted: 6/28/2022 3:40:38 PM

DUNS Number: 101119399

End Date: 06/30/2023

Funding Year:

SAM Expiration: 12/1/2022

Applicant:

Implementing Agency:

Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

FAX: (410) 632-3131

Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

FAX: (410) 632-3131

Authorized Official:

Mitrecic, Joseph M.
jmitrecic@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

President

FAX: (410) 632-3131

Project Director:

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

Detective/Sgt

FAX: (410) 632-3070

Fiscal Officer:

Reynolds, Kimberly
kreynolds@co.worcester.md.us
Worcester County Board of County Commissioners
County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
(410) 632-1194

Budget Accountant

FAX: (410) 632-3131

ITEM 4

Funding Summary	100.0 %	Grant Funds	\$379,904.00	_____	_____
	0.0 %	Cash Match	\$0.00	_____	_____
	0.0 %	In-Kind Match	\$0.00	_____	_____
		Total Project Funds	\$379,904.00		

Project Summary

The Worcester County Sheriff's Office's Body-Worn Camera project is a large-scale endeavor that we are eager to implement. This program will assist in promoting police accountability, increasing community transparency, identifying training points needed, increasing officer safety and credibility, and providing evidentiary material for prosecution. The fact that the program is an unfunded mandate by the State of Maryland means that we will have to rely on available budget funding for the equipment, personnel and training at a time when costs are increasing across the board. We respectfully ask for your consideration of our application.

Problem Statement/Needs Justification

To further our service and protection to Worcester County, Maryland, and in deference to the Maryland unfunded state-mandated requirement that all law enforcement agencies utilize Body Worn Cameras (BWC) by July 1, 2025, the Worcester County Sheriff's Office has committed to implementing a BWC program with an estimated contract signing date with the chosen vendor in early July 2022. Our agency of 97 sworn personnel serves and protects a county of 695 square miles, with a year-round population of 52,270+ and a tourist season influx to the Ocean City area. The Body Worn Camera program will provide increased police accountability and public transparency, as well as increase evidentiary material for criminal prosecution.

Program Goals and Objectives

Our expectations of the implementation of the Body Worn Camera program include:

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

Program Strategy/Program Logic

This program will be the first of its kind in the history of our Office. We are planning for a staggered deployment beginning with our Field Services Division and forecast that all sworn personnel will be utilizing Body Worn Cameras well before Maryland's mandated date of July 1, 2025.

The Body Worn Camera package we have elected to implement also includes a virtual scenario-based training component. This component is also a first for our the Worcester County Sheriff's Office and will allow our deputies to work through real-life scenarios in a controlled simulated environment. Deputies will be able to define and hone their existing abilities to bring incidents to a successful resolution. The virtual training focuses on verbal and alternate de-escalation tactics as well as the use of force, to allow officers to determine the safest response to an event.

Program Measurement

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

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

Impacts – In addition to the immediate benefits identified previously we anticipate that the increased successful case closure rate will climb as will the transparency within the community involvement. As this was an unfunded Maryland mandate the fiscal offset of funds will benefit every taxpayer of Worcester County.

Timeline

Our anticipated timeline for BWC implementation is as follows:

- July 2022 – sign contract and place order
- August 2022 thru October 2022 – equipment begins to arrive; Maintenance and IT departments are notified to install equipment and configure supporting hardware, respectively
- November 2022 – policy adoption (sooner if appropriate)
- November 2022 & December 2022 – training of all sworn Worcester County Sheriff's Office and Worcester County Fire Marshall's Office staff
- December 2022 – roll out the program to Patrol deputies
- January 2023 – Evaluate program and adjust as needed
- February 2023 & March 2023 – deploy the program to the remaining personnel

Spending Plan

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

- Total cost of program equipment over the next 5 years is - \$2,024,646.92
- o FY23 - \$494,383.00 – all equipment and cloud storage
- o FY24 - \$382,565.98 – cloud storage and IT support
- o FY25 - \$382,565.98 – cloud storage and IT support
- o FY26 - \$382,565.98 – cloud storage and IT support
- o FY27 - \$382,565.98 – cloud storage and IT support

This cost does not include other areas of PACT that will need to be addressed and new to Worcester County's Budget.

Management Capabilities

The Body Worn Camera program for the Worcester County Sheriff's Office will be overseen by Lt. Robert Trautman. Lt. Trautman has served in law enforcement for 29 years and has been successful in many prior project deployments, along with the continued advancements in technology within the Office.

Assisting in the logistical, training, and management of the equipment will be Sgt. Christopher Larmore. Sgt. Larmore has served in Law Enforcement for 19 years and currently manages our in-car camera program and fleet deployment.

In addition, our office is in the process of hiring two (2) new civilian employees to work with Sgt. Larmore and Lt. Trautman. These individuals will provide support to users, respond to all Public Information Act inquiries from the public, the media, and other agencies, as well as to respond to evidence requests from the State's Attorney's Office. These individuals will attend basic and advanced training courses offered for their respective disciplines.

Sustainability

As this is an unfunded mandated program, Worcester County will need to try to secure funding each fiscal year. Approval of this grant application would help alleviate Worcester County's expenses to cover the first year of Body Worn Camera equipment. This will enable more time for Worcester County to budget subsequent years of Body Worn Camera expenditures for IT Support and Cloud Storage along with budgeting funding for the police accountability board. Funding will be required in every budget in future years.

Applicant Disclosure of Pending Applications Statement

"Worcester County Government does not have any pending applications submitted within the last 12 months for federally funded assistance that include requests for funding to support the same project being proposed under this solicitation or any other pending federal applications that will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation".

Unique Entity Identifier and SAM.GOV Expiration Date

UEI #KEA9KRV8GPG3

SAM Exp: 12/01/2022

Person Completing the Project Narrative

Lieutenant Robert Trautman, Jr.

Support Services Division-Commander

Worcester County Sheriff Department

410-632-1111 x2240

rtrautman@co.worcester.md.us



Project Budget

A. Budget Summary

	Grant Funds	Cash Match	In-Kind Match	Total Award
Personnel	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Contractual Services	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$379,904.00	\$0.00	\$0.00	\$379,904.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$379,904.00	\$0.00	\$0.00	\$379,904.00

Category E - Equipment

ITEM 4



Control Number:

2022-PT-0023

	Equipment	Priority	Funding Type	Quantity	Cost / Unit	Total
1	Axon Enterprise - Body Worn Camera Equipment Package	1	Grant Funds	1	\$379,904.00	\$379,904.00
						\$379,904.00

1. The Body Worn Camera Equipment Contract that Worcester County has is with Axon Enterprises, Inc. This contract shows 5 years of payments for equipment broken down in the quote which is attached under the Documents Tab. Requesting Grant funding to cover the first year of equipment costs.

**V. Civil Rights Requirements**

1. Civil rights contact person: Norton, Stacey - Director of Human Resources
2. Organization: Worcester County Board of County Commissioners
3. Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863
4. Telephone Number: (410) 632-0090
5. Number of persons employed by the organization unit responsible for implementation of this grant: 14

Project Service Sites**Site 1**

Service Site	WORCESTER COUNTYWIDE
Apt. Suite, No. Street	
City	
State & Zip	MD



Certified Assurances

THE APPLICANT HEREBY ASSURES AND CERTIFIES THE FOLLOWING:

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of Authorized Official

Date

Mitrecic, Joseph M. - President

Name and Title

Certification Regarding Lobbying



Control Number:

2022-PT-0023



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

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

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

1. LOBBYING

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

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

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

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

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

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

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

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

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

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

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

Applicant: Worcester County Board of County Commissioners
Address: County Government Center
Room 1103
One West Market Street
Snow Hill, MD 21863

Project Title: Worcester County - Police Body Worn Equipment (PACT)
Federal ID Number: 52-6001064

Authorized Representative: Mitrecic, Joseph M. - President

Signature:

Signature of Authorized Official

Date



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: June 28, 2022
RE: Amended Triple Crown Estates RPC

Attached please find the County Commissioners' Finding of Fact and Resolution drafted by Kristen Tremblay, AICP, Zoning Administrator, for the above referenced amended Step I residential planned community application which was heard by the County Commissioners on June 21, 2022. I have reviewed the documents and find that they are satisfactory and would therefore recommend that the County Commissioners adopt and execute these findings and resolution.

I would like to note to the County Commissioners that §ZS 1-315(k)(2)A.4. of the *Zoning and Subdivision Control Article* states that "[a]ny residential planned community approved by the County Commissioners must be unconditionally accepted as approved, in writing by the applicant requesting such use within ninety days after approval by the County Commissioners." The regulations further state that "[f]ailure to so accept, in writing, any such residential planned community so approved by the County Commissioners shall be considered a rejection and abandonment by the applicant of the approval, and thereafter any such residential planned community so approved shall be null and void and of no effect whatsoever." Thus, the applicants will need to sign some form of documentation accepting the approval and the conditions imposed by the County Commissioners. I have taken the liberty of preparing an addendum to the resolution for signature by the applicant accepting the approval.

If you have any questions, or need any further clarification, please do not hesitate to contact me.

Attachment

RESOLUTION NO. 22-**RESOLUTION AMENDING THE TRIPLE CROWN ESTATES
RESIDENTIAL PLANNED COMMUNITY FLOATING ZONE**

WHEREAS, pursuant to Section ZS 1-315 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, Triple Crown Estates, LLC and Steen Associates, Inc., have filed an application for the amendment of a Residential Planned Community (RPC) Floating Zone on approximately 92.037 acres of land shown on Tax Map 21 as Parcels 67 and 74, located on the northerly side of Gum Point Road, east of Maryland Route 589 (Racetrack Road), in the Third Tax District of Worcester County, said Residential Planned Community designated as Triple Crown Estates RPC; and

WHEREAS, the said application was referred to the Worcester County Planning Commission which gave the application a favorable recommendation subject to certain conditions during its review on May 5, 2022; and

WHEREAS, subsequent to a public hearing held on June 21, 2022, following due notice and all procedures as required by Sections ZS 1-315, 1-113, and ZS 1-114 of the Zoning and Subdivision Control Article of the Public Local Laws of Worcester County, Maryland, the County Commissioners made the finding that the amendment of the Residential Planned Community Floating Zone on the subject property would be compatible with the Worcester County Comprehensive Plan and the Worcester County Zoning and Subdivision Control Article.

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County, that the land partitioned by Triple Crown Estates, LLC and Steen Associates, Inc., shown on Tax Map 21 as Parcels 67 and 74 and consisting of approximately 92.037 acres of land, is hereby approved and amended as a Residential Planned Community Floating Zone in accordance with the provisions of §ZS 1-315 of the Worcester County Zoning and Subdivision Control Article, subject to the following condition:

1. In the event that the utility easement is proposed to be an emergency access to Racetrack Road, pursuit of Maryland Department of Transportation, State Highway Administration approvals is required. A site plan indicating such must also be submitted and approved.

AND, BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 21, 2022.

PASSED AND ADOPTED this ____ day of _____ 2022.

ATTEST:

WORCESTER COUNTY COMMISSIONERS:

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic
President

Theodore J. Elder,
Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Diana Purnell

Joshua C. Nordstrom

IN THE MATTER OF THE REQUEST	*	
FOR THE AMENDMENT OF THE	*	
RESIDENTIAL PLANNED COMMUNITY	*	TRIPLE CROWN ESTATES
FLOATING ZONE	*	
TRIPLE CROWN ESTATES, LLC	*	
& STEEN ASSOCIATES, INC.	*	
BERLIN, MARYLAND	*	

FINDINGS OF FACT

Subsequent to a public hearing held on June 21, 2022 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby make the following findings as the County Commissioners' findings of fact pursuant to the provisions of §ZS 1-315(k)(2)A.4 of the Worcester County Zoning Ordinance. These findings are made relative to the request submitted by Triple Crown Estates, LLC for the amendment of the residential planned community (RPC) floating zone for the proposed RPC project known as Triple Crown Estates. Furthermore, these findings are made relative to the Step I, Phase II plan.

Regarding the relationship of the RPC with the Comprehensive Plan, zoning regulations and other established policy guidelines: The County Commissioners find that the subject property is currently in the "Existing Developed Areas" land use category of the Comprehensive Plan. One aspect of this land use category is to identify areas to be utilized for infill residential development. The subject properties and surrounding area were rezoned from A-1 Agricultural District to R-1 Rural Residential District during the Comprehensive Rezoning of 2009 in anticipation of infill development along the Gum Point Road corridor. It is anticipated that this project will be incorporated into the overall Ocean Pines Association once developed. This project therefore recognizes the surrounding existing development, and provides for inclusion into the existing neighborhood character that is Ocean Pines, in conformance with the Comprehensive Plan.

The Comprehensive Plan also promotes the protection of the natural forested areas along the northern side of Gum Point Road. While it is too small in total land area to be considered as green infrastructure in the plan, it is strongly encouraged to be protected. The majority of the forested areas within these parcels is to be protected in open spaces with a Forest Conservation Easement, and other sensitive areas such as the tidal wetland and associated buffer will be protected and enhanced under this plan.

Connectivity to the main transportation networks are another feature of the proposed development that are consistent with the Comprehensive Plan. Access will be via the existing road network of Ocean Pines, with only an emergency access to the main road (Maryland Route 589 – Racetrack Road) pending the approval of Maryland Department of Transportation, State Highway Administration. The Level of Service both before and after this project is completed are at a Level A, with no significant impacts overall to the existing traffic network according to a traffic analysis provided to the Department.

Relative to consistency with the zoning regulations, the County Commissioners find that the project site is zoned R-1 Rural Residential and RP Resource Protection Districts, the R-1 District being a zoning classification in which residential planned communities are permitted. It also finds that the project as proposed complies with those requirements cited in §ZS1-315 relative to maximum density, maximum limitation for residential uses, minimum requirement for common use open space and recreational areas, and types of permitted uses. The County Commissioners conclude that the submittals relative to the proposed project comply with the requirements cited in §ZS1-315(k)(2)A1.

Regarding the general location of the site and its relationship to existing land uses in the immediate vicinity: The County Commissioners find that the subject property is located on the northerly side of Gum Point Road, just east of Maryland Route 589 (Racetrack Road). The County Commissioners find that this area can best be characterized as a mix of residential and agricultural land uses. Ocean Pines and those developments along Gum Point Road surrounding the subject parcels consist of primarily single-family dwellings. The current land uses of the area is dominated by residential development and wooded areas. The County Commissioners conclude that the proposed use as single-family residences is consistent with existing land uses in the vicinity.

Regarding the availability and adequacy of public facilities, services and utilities to meet the needs of the Residential Planned Community and the long-term implications the project would have on subsequent local development patterns and demand for public facilities and services: the County Commissioners find that the properties proposed to be developed into the Triple Crown Estates Residential Planned Community are presently zoned R-1 Rural Residential District and RP Resource Protection District. The surrounding undeveloped lands are similarly zoned. Due to the sites' R-1 Rural Residential District zoning classification, single-family development at a density of one (1) dwelling unit per one (1) acre is permitted by zoning. Furthermore, residential planned communities of the same density are permitted by that zoning district. Thus, the proposed density of 0.658 dwelling units per acre was anticipated for this immediate vicinity. As a major residential planned community, the developer could have proposed other housing types, such as townhouses, multi-family dwellings, as well as commercial retail and service uses. However, this is not proposed, and the single-family dwelling lots are consistent with the surrounding residential developments located within Ocean Pines Subdivision. In addition, the development proposes to cluster the residential dwelling lots in an effort to preserve the existing forested areas, Critical

Areas and wetlands, resulting in approximately 51% of the lands dedicated to open space which is encouraged by the Comprehensive Plan.

Relative to certain public facilities, according to the applicants' written narrative, the lots will become part of the Ocean Pines development, and will be served by public water and sewer via connection to the Greater Ocean Pines Service Area. Access will be through the existing Ocean Pines road network, through an extension of King Richard Road. All roads will be built to County Roads standards and will be turned over to the Ocean Pines Association as other public roads. Ocean Pines Association also provides other infrastructure such as police, fire, and amenities. The utilities will be installed and operated by the same private utility companies that currently service the Ocean Pines subdivision. The County Commissioners conclude that the proposed expansion of the Triple Crown Estates Residential Planned Community will not have an adverse long-term implication on development patterns in the area and there are adequate public facilities, services and utilities to serve the proposed development without any significantly impacts to public facilities or services.

Regarding the consistency of the Residential Planned Community with the general design standards as contained in Subsections (j)(1) through (j)(5): The County Commissioners find that the development has taken steps to protect the sensitive areas on the subject property, such as those lands adjacent to the tidal wetlands and tributary streams adjacent to Gum Point Road, large tracts of existing forested areas and non-tidal wetlands. The open space provided well exceeds the minimum required under the Residential Planned Community regulations. There will be minimal impact to the existing forested area within the expansion area, with no impact to the private tidal or non-tidal wetlands or associated buffers. Buffers within the Critical Area will also be enhanced as illustrated on the Step I, Phase II concept plan.

Relative to the general layout and clustering of the development, the County Commissioners find that the proposed Residential Planned Community consists of clustered single-family lots, minimizing land impacts, especially to environmentally sensitive lands, while maximizing contiguous open spaces. The traffic circulation patterns promote connectivity to the existing Ocean Pines development. Subsection (j)(4) of the design standards encourage limiting the number of culs-de-sac and dead-end streets. This development will have a cul-de-sac at the terminus of each road. The County Commissioners conclude that the Residential Planned Community has demonstrated consistency with the general design standards contained in §ZS1-315(j)(1) through (j)(5).

Regarding the capacity of the existing road network to provide suitable vehicular access for the Residential Planned Community, the appropriateness of any existing or proposed improvements to the transportation network, the adequacy of the pedestrian and bicycle circulation, and the proposed means of connectivity of the project to surrounding residential, commercial and recreational development and uses: The County Commissioners find that the Step I plan indicates that there will be one (1) point of access for vehicular traffic through the extension

of King Richard Road within the Ocean Pines subdivision. Traffic would then be directed through the south gate of Ocean Pines onto Maryland Route 589 (Racetrack Road). There is an existing 50' wide ingress/egress and utility easement directly from one of the proposed culs-de-sac within the development westward towards Maryland Route 589 (Racetrack Road). The access has been gated with "no trespassing" signs as well as a chain-gate. The applicants have been notified that in the event that the easement is to be used for emergency egress only, approval by the Maryland State Highway Administration and site plan amendment approvals would be required prior to utilization. Further, the dirt road that runs to Gum Point Road has also been gated with a chain gate and posted with "no trespassing" signage and shall not be used for construction or any other means of access to the proposed development.

A Traffic Impact Analysis was also provided. The study was developed using an estimate of 60 proposed single-family dwellings. Based upon the study, the preparer (unidentified in the report) found that acceptable levels of service are projected for background and total peak hour traffic conditions. Level of Service A would be maintained both before and after the establishment of the subdivision. Therefore, it was their opinion that the proposed residential development could be accommodated by the existing road system. Relative to the adequacy of pedestrian and bicycle circulation, the road network will also serve these functions. The existing development does not have sidewalks or bike lanes, so if required for this development, connectivity would be an issue beyond the point of this subdivision. The County Commissioners conclude that the access point to Maryland Route 589 (Racetrack Road) via King Richard Road will not have a significantly adverse impact on traffic patterns in the area.

Regarding the relationship of the proposed method of wastewater disposal and provision of potable water service with the goals, objectives and recommendations of the Comprehensive Plan, Comprehensive Water and Sewer Plan, and other established policy guidelines: The County Commissioners find that, according to the applicants' written narrative, the lots will be served by public water and sewer via the Greater Ocean Pines Service Area. The developer is responsible for construction of the facilities.

Based upon their review, the County Commissioners hereby approve the request for the establishment of the residential planned community floating zone for the Triple Crown Estates Residential Planned Community subject to the following condition:

1. In the event that the utility easement is proposed to be an emergency access to Racetrack Road, pursuit of Maryland State Highway Administration approvals is required. A site plan indicating such must also be submitted and approved.

Adopted as of this 21st day of June, 2022. Reduced to writing and signed this _____ day of _____, 2022.

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic
President

Theodore J. Elder,
Vice President

Anthony W. Bertino, Jr.

Madison J. Bunting, Jr.

James C. Church

Diana Purnell

Joshua C. Nordstrom



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

MEMORANDUM

TO: Weston S. Young, P.E., Chief Administrative Officer
FROM: Jennifer K. Keener, AICP, Director *JKK*
DATE: June 28, 2022
RE: County Commissioners' Findings of Fact and Resolution - Rezoning Case
No. 434 (Raynes Land Holdings, LLC)

Attached please find the County Commissioners' Findings of Fact and Resolution drafted by Gary Pusey, Deputy Director, relative to the above referenced rezoning case. As you are aware, the public hearing was held by the County Commissioners on June 21, 2022. Once the County Commissioners adopt and execute these Findings of Fact and Resolution, please forward signed copies to me so that we may notify the appropriate parties.

If you have any questions or need any further information, please do not hesitate to contact me.

jkk

Attachments

ZONING RECLASSIFICATION RESOLUTION NO. 22-3

A RESOLUTION OF THE COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND, PURSUANT TO § ZS 1-113 OF THE ZONING AND SUBDIVISION CONTROL ARTICLE OF THE CODE OF PUBLIC LOCAL LAWS OF WORCESTER COUNTY, MARYLAND, CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND SHOWN ON TAX MAP 40 AS PARCEL 180 FROM A-1 AGRICULTURAL DISTRICT TO A-2 AGRICULTURAL DISTRICT.

WHEREAS, pursuant to § ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, Raynes Land Holdings LLC, applicant, and Hugh Cropper, IV, applicant's attorney, filed a petition for the rezoning of approximately 105.12 acres of land shown on Tax Map 40 as Parcel 180, located on the west side of Downs Road and the north side of Worcester Highway (U.S. 113), requesting a change in zoning classification thereof from A-1 Agricultural District to A-2 Agricultural District; and

WHEREAS, the Worcester County Planning Commission gave the petition a favorable recommendation during its review on May 5, 2022; and

WHEREAS, subsequent to a public hearing held on June 21, 2022, following due notice and all procedures as required by Sections ZS 1-113 and 1-114 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland, the County Commissioners found that there is a mistake in the existing zoning of the petitioned area and the findings of fact relative to the criteria as required by law are incorporated by reference;

NOW, THEREFORE, BE IT RESOLVED by the County Commissioners of Worcester County that the land petitioned by Raynes Land Holdings LLC, applicant, and Hugh Cropper, IV, applicant's attorney, and shown on Tax Map 40 as Parcel 180 is hereby reclassified from A-1 Agricultural District to A-2 Agricultural District.

BE IT FURTHER RESOLVED that the effective date of this Resolution shall be nunc pro tunc, June 21, 2022.

EXECUTED this _____ day of _____, 2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner

Madison J. Bunting, Jr., Commissioner

James C. Church, Commissioner

Joshua C. Nordstrom, Commissioner

Diana Purnell, Commissioner

IN THE MATTER OF	*	
	*	
THE REZONING APPLICATION OF	*	REZONING CASE NO. 434
	*	
RAYNES LAND HOLDINGS, LLC	*	
	*	

FINDINGS OF FACT

Subsequent to a public hearing held on June 21, 2022 and after a review of the entire record, all pertinent plans and all testimony, the Worcester County Commissioners hereby adopt the findings of the Worcester County Planning Commission and also make the following additional findings of fact as the County Commissioners' complete findings of fact pursuant to the provisions of Section ZS 1-113 of the Zoning and Subdivision Control Article of the Code of Public Local Laws of Worcester County, Maryland.

Regarding the specifics of Rezoning Case No. 434: This case seeks to rezone a parcel of land approximately 105.12 acres in size ("petitioned area") located on the west side of Downs Road and the north side of Worcester Highway (U.S. 113), northeast of Newark, from A-1 Agricultural District to A-2 Agricultural District. The petitioned area is shown as Parcel 180 on Tax Map 40, and contains an active surface mine (borrow pit) in addition to a residence with accessory structures and tilled land. The excavated area for the surface mine totals approximately 60 acres. The Planning Commission recommended approval of the request at its May 5, 2022 meeting, and its rezoning case file was entered into the record as Planning Commission Exhibit #1.

Applicant's testimony before the County Commissioners: Mr. Hugh Cropper, IV, attorney for the applicant, stated that this request was based on both a mistake in the existing zoning and a change in the character of the neighborhood since the County's last comprehensive rezoning that would justify a rezoning from A-1 Agricultural to A-2 Agricultural. He noted that the Planning Commission supported this rezoning request after considering the merits of the application, basing its decision on a mistake in the existing zoning. Mr. Cropper entered into the record as Applicant's Exhibit #1 a map delineating the neighborhood. He noted that agriculture is the bedrock of the County's economy, and that prior to the County's most recent comprehensive rezoning in 2009, the A-2 Agricultural District did not exist. He pointed out that the existing borrow pit was approved and construction began in 2004, and there were subsequent enlargements in 2009, 2010 and 2017. He stated that the borrow pit is nearly completely excavated and

there is no additional development potential for this property under the A-1 District, as uses in this District require more land than what is now available. However, he argued that the requested A-2 zoning provides for uses that don't require as much land, but are still compatible with agriculture and forestry uses, and will provide flexibility for this property to continue to have some development potential. Mr. Cropper entered the text of the A-2 District into the record as Applicant's Exhibit #2.

Mr. Cropper introduced Frank G. Lynch, Jr., professional land surveyor, who stated in response to questions from Mr. Cropper that he had more than 50 years of experience in land surveying and that he had prepared the neighborhood exhibit for this request (Applicant's Exhibit #1). He noted that the excavation area of the borrow pit totaled approximately 60 acres, which did not include the area immediately surrounding the borrow pit which was basically unusable land since it consisted of a setback and buffer area. He stated he agreed that agriculture is the bedrock of the County's economy, and the County's Comprehensive Plan encourages activities that support the continued success of agriculture. He stated it was his opinion that it was a mistake to zone this property A-1 in 2009 since the borrow pit was in existence and uses permitted in the A-1 District were no longer suitable for this property. He noted that the site had excellent access via Downs Road and U.S. 113, and uses permitted in the proposed A-2 District would be less impactful on the neighborhood than the truck traffic associated with the borrow pit. Mr. Lynch stated that the borrow pit had been expanded three times and in his opinion these expansions constituted a significant "change" in the character of the neighborhood that would also justify a rezoning.

Mr. Cropper introduced Chris McCabe, environmental planning consultant, who testified in response to Mr. Cropper's questioning that a significant change occurred in the neighborhood with the development of a campground on Cropper Island Road southeast of the subject property. Mr. Cropper entered into the record a plat of the campground property as Applicant's Exhibit #3. Mr. McCabe noted that this campground was approved before 2009 when campgrounds were allowed by Special Exception in the A-1 District, but the campground was not constructed until after the County's 2009 comprehensive rezoning. Mr. McCabe pointed out that the campground was expanded in 2020 and has always been zoned A-1 even though campgrounds are now only allowed in the A-2 District. In response to Mr. Cropper's questioning, Mr. McCabe said the development of the campground is a significant change in the character of the neighborhood. Mr. McCabe also agreed that keeping the A-1 zoning during the 2009 comprehensive rezoning was a mistake, given the existence of the borrow pit, and the A-2 District would be a more appropriate zoning classification. He stated that uses allowed in the A-2 District would be more compatible for this area given that they are lower impact activities with less traffic. Mr. McCabe also

stated that the A-2 zoning would be in accordance with the land use recommendations of the County's Comprehensive Plan, as the A-2 District allows uses that are compatible with agricultural lands.

In closing, Mr. Cropper stated that the A-2 Agricultural District zoning for the petitioned property is more consistent with the recommendations of the Comprehensive Plan, and it was a mistake for the County to retain the A-1 zoning for this property during its 2009 comprehensive rezoning.

The County Commissioners' findings regarding the definition of the neighborhood: The County Commissioners find that although Mr. Cropper was basing his argument for rezoning on both a mistake in the existing zoning and on a change in the character of the neighborhood since the last comprehensive rezoning in 2009, the Commissioners determined that the rezoning was justified by the mistake argument. A definition of the neighborhood is not applicable when a rezoning is based upon a claim of a mistake in the existing zoning.

The County Commissioners' findings regarding population change in the area: The County Commissioners agree with the Planning Commission and conclude that although residential development has occurred along Cropper Island Road, there has not been a significant change in the population in the area since the 2009 comprehensive rezoning.

The County Commissioners' findings regarding availability of public facilities: The County Commissioners agree with the Planning Commission and find that there will be no impact upon public facilities as it pertains to wastewater disposal and the provision of potable water, as public water and sewer is not available to the site. Fire and ambulance service will be available from the Newark Volunteer Fire Company's facility, located approximately two miles from the subject property. Police protection will be available from the Maryland State Police Barracks in Berlin, approximately seven miles away, and the Worcester County Sheriff's Department in Snow Hill, approximately ten miles away. The petitioned area is served by the following schools: Buckingham Elementary, Berlin Intermediate, and Stephen Decatur Middle and High Schools. In consideration of its review, the County Commissioners find that there will be no negative impacts to public facilities and services resulting from the proposed rezoning, and any potential development will be minimal due to the existing borrow pit occupying the majority of the property.

The County Commissioners' findings regarding present and future transportation patterns: Based on the testimony presented, the County Commissioners find that the petitioned area fronts on both Downs Road and U.S. 113, with access provided by Downs

Road, which is County-maintained. The Commissioners find that, given limited development potential with this property due to the presence of the borrow pit and the property's location at the intersection of two roadways, future impacts to the transportation patterns arising from the proposed rezoning of the petitioned area will be minimal. The County Commissioners also determined that truck traffic associated with the current borrow pit use will likely be more intensive than traffic generated by potential uses in the A-2 Agricultural District.

The County Commissioners' findings regarding compatibility with existing and proposed development and existing environmental conditions in the area, including having no adverse impact to waters included on the State's impaired waters list or having an established total maximum daily load requirement: The County Commissioners find that the A-2 Agricultural District allows uses that are intended to foster the County's agricultural heritage while also accommodating compatible uses of a commercial nature. The Commissioners agree with the Applicant that allowable uses in the A-2 District will be more compatible with surrounding land uses than the existing borrow pit and associated truck traffic. The County Commissioners also find that the subject property is not located in either the Critical Area or in a floodplain. Based on these findings, the Commissioners determined that the proposed rezoning would be compatible with existing and proposed development in the area, and will not adversely affect environmental conditions in the area.

The County Commissioners' findings regarding compatibility with the County's Comprehensive Plan: The County Commissioners find that according to the Comprehensive Plan and associated land use plan map, the petitioned area lies within the Agriculture Land Use category. The Commissioners agree with the Planning Commission that the land use plan map does not differentiate between the A-1 and A-2 zoning districts, and that the proposed A-2 zoning is in conformance with the land use plan map. The County Commissioners also find that the proposed rezoning will be in accordance with the narrative of the Plan, as it recommends that development in rural areas should be compatible with agriculture and forestry. The Commissioners note that the purpose of the A-2 District is to foster the County's agricultural heritage while also accommodating compatible uses, which aligns with the narrative of the Plan for agricultural areas.

The County Commissioners' findings regarding the recommendation of the Planning Commission: The County Commissioners find that the Planning Commission gave a favorable recommendation to the rezoning of the petitioned area from A-1 Agricultural District to A-2 Agricultural District. Having made the above findings of fact, the County Commissioners concur with the recommendation of the Planning Commission and adopt its findings.

Decision of the County Commissioners: As a result of the testimony and evidence presented before the County Commissioners and the findings as set forth above, the County Commissioners find that there is a mistake in the existing zoning of the petitioned area. As detailed in the Planning Commission's findings and the testimony on behalf of the applicant, the County Commissioners find that the petitioned area has limited land available that can be developed with uses allowed under the A-1 zoning, but the A-2 District allows uses that could still be developed on the property, with the majority of these uses only allowed by Special Exception from the Board of Zoning Appeals, providing an additional layer of review. The Commissioners find that the zoning code specifically states that uses in the A-2 District are compatible with agriculture and forestry while still fostering the County's agricultural heritage, and conclude that the requested A-2 Agricultural District is in accordance with the Comprehensive Plan. Based upon the evidence and testimony presented, the County Commissioners conclude that a change in zoning would be more desirable in terms of the objectives of the Comprehensive Plan and hereby approve Rezoning Case No. 434 and thus rezone the petitioned area, shown on Tax Map 40 as Parcel 180, from A-1 Agricultural District to A-2 Agricultural District.

Adopted as of June 21, 2022. Reduced to writing and signed _____,
2022.

ATTEST:

COUNTY COMMISSIONERS OF
WORCESTER COUNTY

Weston S. Young
Chief Administrative Officer

Joseph M. Mitrecic, President

Theodore J. Elder, Vice President

Anthony W. Bertino, Jr., Commissioner



Worcester County Administration

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

TO: Chief Administrative Officer Weston Young
 FROM: Public Information Officer Kim Moses
 DATE: June 29, 2022
 RE: Out of State Travel Request

Out of State Travel Request

Administration	1	100.1001.7000.100
Department	# of Attendees	GL Account Code
Clearwater, Florida	9/27/2022	9/31/2022
Destination	Depart	Return

Purpose of Travel:

I'm requesting authorization to attend the 2022 National Information Officers Association Conference in Clearwater, Florida Aug 28-31. The conference incorporates networking, training, and ongoing education in media relations, public/community affairs, and public relations. Registration costs are \$595. Funding was reserved in the FY23 budget for this conference.

Estimated Costs:	Airfare	\$812
	Lodging	\$560
	Meals	\$300
	Registration Fees	\$595
	Car Rental	
	Other Transportation	
	Other	
	Total	\$2,267



Worcester County Administration

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

TO: County Commissioners
 FROM: Roscoe R. Leslie
 DATE: June 29, 2022
 RE: Out of State Travel Request

Out of State Travel Request

Administration	1	100.1001.6510.020
Department	# of Attendees	GL Account Code
Portland, OR	10.18.22	10.23.22
Destination	Depart	Return

Purpose of Travel:

International Municipal Lawyers Association (IMLA) annual conference to provide continuing legal education of local government matters.

Estimated Costs:	Airfare	\$800
	Lodging	\$1,350
	Meals	\$400
	Registration Fees	\$600
	Car Rental	
	Other Transportation	\$300
	Other	
	Total	\$3,450



Worcester County Department of Environmental Programs

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

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

Memorandum

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

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

A handwritten signature in blue ink, appearing to be "RJM", is placed over the name Robert J. Mitchell.

Subject: Public Hearing Request
Proposed FY 23 MALPF Easement Applications

Date: 6/27/22

Attached you will find a memorandum from Katherine Munson, of my staff with regard to the next round of easement applications. We are requesting a public hearing be scheduled for the review of FY 23 Maryland Agricultural Land Preservation Foundation (MALPF) applications. The County received a total of eleven (11) applications for the sale of easements for the next fiscal year.

As you can see from Katherine's memorandum, the required reviews from the County's Agricultural Land Preservation Advisory Board and Planning Commission are to be completed before this hearing will be held. The applications were reviewed before the Agricultural Land Preservation Advisory Board on June 7, 2022. We are scheduled to go before the Planning Commission on July 7, 2022, for their finding of consistency with the *Comprehensive Plan*, and that a MALPF easement, if approved for these properties, would be appropriate. Those recommendations, the Planning Commission findings, maps, and detailed information about the applications will be provided prior to the public hearing.

A draft notice for public hearing is attached for use by Mr. Parker for submission for publication. If you have any questions or need additional information please let me know.

Enclosures

1. Memo from Katherine Munson dated 6-27-22
2. Draft Advertisement

cc: Katherine Munson
David Bradford



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 V *KM*

Subject: Public Hearing for Proposed FY 23 MALPF Easement Applications

Date: June 27, 2022

Please schedule a public hearing for the review of the following eleven (11) applications to sell an agricultural preservation easement to the Maryland Agricultural Land Preservation Foundation (MALPF) in FY22.

1. Bixler, Nick, TM 38, P 26; Davis Road, Snow Hill; 80 acres
2. Blank, William Berger, Jr.; TM 64, P 112; 7440 Public Landing Road; 283.69 acres
3. Butler, James and Margaret Estate (William Hudson, Personal Representative); TM 91, P 47; Hilman Road, Pocomoke City; 250 acres
4. Cantwell, Mary, TM 31, P 26, 32, 33; Evans Road/Ironshire Station Road, Berlin; 183 acres
5. Fair, Freddie and Faye, TM 93, P 41; Steel Pond Road, west side, Stockton; 102 acres
6. Fair, Freddie and Faye & Marion Butler, Matthew Butler; TM 69, P 41; Fleming Mill Road, west side, Pocomoke City, 50 acres
7. Glad-Mar Land Co., Inc. TM 77, P 6; Whitesburg Road, Snow Hill; 110 acres
8. Larry Dean and Deborah Guy; TM 99, P 27; Hall Road; 96.75 acres
9. Holland, Mark and Ricky Holland; TM 91, P 42, 122; Hillman Road/Cedar Hall Road 80 acres
10. Piper, Wayne and Jennifer; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres
11. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres

In order for the applicants to be eligible to sell an easement to MALPF, their applications must be recommended for approval by the Worcester County Planning Commission and the Worcester County Agricultural Land Preservation Advisory Board, and approved by the Worcester County Commissioners after a public hearing. The Public Hearing requirement is mandated by Maryland Annotated Code Title 2, Subtitle 5, Section 2-509(b)(3).

All applications meet the minimum requirements of the MALPF program and will have been reviewed by the Worcester County Planning Commission (July 7, 2022) and the Worcester County Agricultural Land Preservation Advisory Board (June 7, 2022).

Attached is a draft notice of public hearing. There is no State-mandated minimum time period between the date of advertisement and the date of public hearing. We will distribute the public hearing notice to the applicants and adjacent landowners.

Maps and detailed information about each application will be provided prior to the public hearing. Please do not hesitate to contact me with any questions you may have.

Attachment



Worcester County Administration

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

July xx, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
 FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
 SUBJECT: Worcester County Joint Public Hearing Notice

.....
 Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on July XX, 2022 and July xx, 2022. Thank you.

**NOTICE OF PUBLIC HEARING
 FOR AGRICULTURAL EASEMENT
 ACQUISITION
 Worcester County, Maryland**

The purpose of this public hearing is to hear comments on petitions to sell an agricultural easement to the Maryland Agricultural Land Preservation Foundation (MALPF) on the following properties in Worcester County:

1. Bixler, Nick, TM 38, P 26; Davis Road, Snow Hill; 80 acres
2. Blank, William Berger, Jr.; TM 64, P 112; 7440 Public Landing Road; 283.69 acres
3. Butler, James and Margaret Estate (William Hudson, Personal Representative); TM 91, P 47; Hilman Road, Pocomoke City; 250 acres
4. Cantwell, Mary, TM 31, P 26, 32, 33; Evans Road/Ironshire Station Road, Berlin; 183 acres
5. Fair, Freddie and Faye, TM 93, P 41; Steel Pond Road, west side, Stockton; 102 acres
6. Fair, Freddie and Faye & Marion Butler, Matthew Butler; TM 69, P 41; Fleming Mill Road, west side, Pocomoke City, 50 acres
7. Glad-Mar Land Co., Inc. TM 77, P 6; Whitesburg Road, Snow Hill; 110 acres
8. Larry Dean and Deborah Guy; TM 99, P 27; Hall Road; 96.75 acres
9. Holland, Mark and Ricky Holland; TM 91, P 42, 122; Hillman Road/Cedar Hall Road 80 acres
10. Piper, Wayne and Jennifer; TM 92, P 69; Sheephouse Road, Pocomoke City; 144.93 acres
11. Queponco Farms, Inc. TM 49, P 71; 6636 Basket Switch Road; Newark; TM 187.75 acres

**The public hearing on these applications will be held on
 TUESDAY, August xx, 2022 at xx A.M.
 in the Commissioners' Meeting Room, Room 1101 – Government Center
 One West Market Street, Snow Hill, Maryland 21863**

Additional information is available for review at the Department of Environmental Programs, Worcester County Government Center, Suite 1306 (3rd floor), One West Market Street, Snow Hill, Maryland, 21863 during regular business hours of 8:00 am to 4:30 pm . Questions may be directed to Katherine Munson, Planner V, by calling (410) 632-1220, extension 1302 or email at kmunson@co.worcester.md.us

THE WORCESTER COUNTY COMMISSIONERS



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 "R. Mitchell", written over the name and title of the sender.

Subject: National Wildlife Federation Foundation (NWFF)
America the Beautiful Challenge Grant Application – Letter of Support

Date: 6/28/22

Staff from the Maryland Department of Natural Resources (MD-DNR), the Maryland Coastal Bays Program (MCBP), and U.S. Fish and Wildlife Service have coordinated with Environmental Programs staff in investigating coastal marsh sites for restoration and resilience project grants. MD DNR will be submitting a grant proposal on behalf of MCBP and the U.S. Fish and Wildlife Service for a Maryland Coastal Bays Marsh Restoration project under the America the Beautiful Challenge grant program. The America the Beautiful Challenge is a public-private grant program for locally led ecosystem restoration projects that invest in watershed restoration, resilience, equitable access, workforce development, corridors and connectivity, and collaborative conservation, consistent with the NWFF's America the Beautiful initiative.

The project grant proposal envisions restoration implementation for four project sites, and the remainder receiving design and permitting. Those sites will then be shovel-ready and can be addressed with follow-up restoration funding being applied for at a later date. DNR plans to utilize prior funding to projects like Chincoteague Bay's Tizzard island site, and the privately funded Rum Pointe restoration project for the required matching funds.

The four marsh restoration projects proposed here are a component of a larger strategy on twelve (12) Coastal Bays sites to restore 1,233 acres of degraded marshes on private lands, and potentially one public site, for the coastal marshes east of the County's Langmaid Road property. Most of the Maryland Coastal Bays marshes were grid ditched in the 1930s by the Civilian Conservation Corps, altering marsh hydrology which have resulted in interior marsh ponding and vegetation die off. As an example, at one of the proposed project properties, the Croppers Island site, 25% of the marsh has converted to open water megapools, a trend that is representative of many marshes in the area. Project goals are to create designs to restore historical human induced impacts, build resiliency, and create habitat for marsh nesting birds, fish, and shellfish. This will be accomplished through the following techniques: (1) installation of runnels to drain water from megapools to foster marsh grass recolonization; (2) restoration of ditches back to meandering marsh channels; and (3) placement of sediment on the marsh to fill ditches and build elevation. The designs will be completed by an engineering/design firm with experience working locally implementing restoration projects in microtidal marsh systems using nature-based solution engineering. All of these restoration techniques have been implemented successfully in the Mid-Atlantic at project sites in Reeds Beach, New Jersey, Prime Hook National Wildlife Refuge (NWR) in Delaware, Pepper Creek in Delaware, Blackwater NWR in Maryland, and Assateague Island National Seashore in MD.

ITEM 10

Worcester County's *Hazard Mitigation & Resilience Plan* identifies that our Coastal Bays shorelines are at risk for erosion and storm surge flooding. This project would follow that plan's recommendations to build greater resilience to extreme precipitation, strengthen climate resilience, and preserve natural and restored terrestrial and aquatic ecosystems and habitats. Completing restoration projects and designing and permitting additional restoration and resilience projects will aid in implementing strategies reducing marsh instability, which is important to ensure key habitats are not diminished and also that the water quality and storm protection capacity of these tidal wetlands are preserved.

This will not involve direct funding from Worcester County. Any in-kind staff time or technical assistance provided would be part of our normal county and state-delegated duties for project permitting, inspections and coordination for plan reviews. We would respectfully recommend the County Commissioners approve of a letter of support for this grant application. Should the Commissioners concur and wish to approve this grant endorsement, a draft letter to the Maryland Coastal Bays Program is attached for your consideration.

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

Attachment

cc: David Bradford
Katherine Munson

Draft

July, 2022

National Fish and Wildlife Foundation
1133 Fifteenth St. N.W., Suite 1000
Washington, DC 20005

Re: America the Beautiful Challenge

Dear Review Committee-

At their meeting on July 5, 2022, the Worcester County Commissioners reviewed a request for a letter of support for the above referenced grant program. On behalf of Worcester County, I am writing in support of the Maryland Department of Natural Resources (MD-DNR) grant application under the National Fish and Wildlife Foundation's (NFWF) America the Beautiful Challenge for the *Maryland Coastal Bays Marsh Restoration Project*.

The County is well aware of the increasing degradation of our coastal marshes and are very concerned about the loss of critical resilient buffer and stormwater runoff filter for adjacent agricultural and residential properties. We are also informed about the loss of important habitat for marsh nesting birds, fish and shellfish, including the Salt Marsh Sparrow which is designated as a species of greatest conservation need in the Maryland State Wildlife Action Plan. Worcester County's Hazard Mitigation & Resilience Plan also identifies that our Coastal Bays shorelines are at risk for erosion and storm surge flooding. This project would also follow that plan's recommendations to build greater resilience to extreme precipitation, strengthen climate resilience, and preserving natural and restored terrestrial and aquatic ecosystems and habitats.

We believe the proposed project will serve as an important step toward addressing the marsh degradation and loss in the Coastal Bays and will provide valuable experience and lessons learned to guide future restoration efforts in the County and our region. This project would aid in implementing strategies reducing marsh instability, which is important to ensure key habitats are not diminished and also that the water quality and storm protection capacity of these tidal wetlands are preserved.

For these reasons, we strongly support the MD-DNR's *Maryland Coastal Bays Marsh Restoration* project proposal and hope that NFWF awards the grant funding being requested.

Sincerely,

Joseph M. Mitrecic
President



DEPARTMENT OF
DEVELOPMENT REVIEW AND PERMITTING

Worcester County

ZONING DIVISION
BUILDING DIVISION
DATA RESEARCH DIVISION

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>

ADMINISTRATIVE DIVISION
CUSTOMER SERVICE DIVISION
TECHNICAL SERVICE DIVISION

MEMORANDUM

TO: Weston S. Young, P.E., Chief Administrative Officer
Joseph E. Parker, Deputy Chief Administrative Officer
FROM: William Bradshaw, P.E., County Engineer/Building Administrator *WB*
DATE: June 22, 2022
SUBJECT: Worcester County Recreation Center Solar Renewable Energy
Credits Brokerage Agreement

This memo is a request for Commissioner approval to continue brokering Solar Energy Renewable Credits (SRECs) with Solsystems, Inc. Solsystems has been the broker selling and reimbursing Worcester County for this location since the system was installed in 2013. Payments are received quarterly and have totaled approximately \$60k since the system was installed. There is no change in the brokerage fee in the new agreement.

The agreement has been reviewed by the County Attorney. I recommend approval of the agreement. If there are questions, please let me know.

Thank you.

Cc: Kelly Rados, Director of Recreation and Parks
Roscoe Leslie, County Attorney



Thank you for choosing to partner with Sol Systems, the SREC experts! Please read the following pages carefully as, once duly executed and delivered, the Agreement is a binding contract for the SRECs associated with your solar photovoltaic system.

Please carefully review the entire contract, sign the applicable signature pages and return the entire contract to Sol Systems at your earliest convenience. You should retain a full copy of the signed contract for your records. Note that a fully executed copy will automatically be sent to you and Sol Systems if the contract is executed through DocuSign. Please note that in order to register your solar system with the proper authorities to sell SRECs, we may require additional materials. Delay in submitting this contract or any of the required materials may result in Sol Systems' inability to sell your SRECs.

Please return the signed contract in its entirety along with the additional required materials.

Sol Systems "Sol Brokerage" Contract		
<input type="checkbox"/> Sol Brokerage Agreement	Enclosed	Document signed by the system owner confirming aggregation of SRECs.
<input type="checkbox"/> Schedule A	Enclosed	Document signed by the system owner assigning rights to Sol Systems (or its assignee, as applicable) as its SREC aggregator.
<input type="checkbox"/> Direct Deposit Election (Optional)	Instructions Enclosed	Please refer to the last page of this contract for instructions on how to sign up for direct deposit.

Please sign and return this contract and all additional required materials by 2022-06-30 for registration to Sol Systems through one of the following methods:

DocuSign: If the contract is executed via DocuSign, a fully executed copy will automatically be sent to you and Sol Systems via email. No additional return method is required.

Upload: To upload your documents, please log into your account <https://srecs.solsystems.com/login> and select "Upload A Document" from the menu on the right.

Email: info@solsystems.com

Fax: (360) 935-7860

Have questions? Check out our [SREC Help Center](#). If you are unable to find an answer to your question on our website, don't hesitate to contact us at info@solsystems.com or (888) 235-1538 Ext: 1.

**SOLAR RENEWABLE ENERGY CREDIT
BROKERAGE AGREEMENT
(Sol Brokerage)**

This Solar Renewable Energy Credit Brokerage Agreement (Sol Brokerage Agreement) (the "Agreement") is entered into by and between Customer (as defined below) and Sol Systems LLC, a limited liability company located in Washington D.C. ("Sol Systems"), as of the Execution Date (as defined below). Customer and Sol Systems are referred to herein individually as a "Party" and, collectively, as the "Parties."

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter set forth and other good and valuable consideration, the receipt and legal sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

ARTICLE I: SUMMARY

A. Receipt Deadline and Processing.

This contract is binding on both Parties only if duly received by Sol Systems by 2022-06-30 unless otherwise accepted by Sol Systems in its sole discretion following such date.

B. Customer Information. Customer affirms that the information below is correct:

"Customer": William Bradshaw
Customer Phone: 410-632-2144
Customer Email: bbradshaw@co.worcester.md.us
Customer Address: 6030 Public Landing Road Snow Hill, MD 21863

C. Project Information. Customer hereby confirms that it owns and holds title to that certain solar photovoltaic energy project set out below (the "Project"). Customer verifies that the system details below and entered into Sol Systems' portal are correct.

Project Name: Worcester County Recreation Center-MD-PV-58.32kW Facility
System Size: 58.32
Project Location: 6030 Public Landing Road Snow Hill, MD 21863
Project Required Meter: Revenue grade meter/inverter Yes
Access to remote monitoring required: Y/N Yes
Eligible for Production Estimates: Y/N No

D. Since a Project may be eligible to participate in more than one state RPS market, Sol Systems, at its sole discretion, may select the SREC category / type and the RPS market in which to sell SRECs.

"Solar Renewable Energy Credits" or "SRECs" means those "renewable energy credits," alternative energy credits," and similar credits, including succeeding credits such as transition renewable energy credits (TRECs), certificates, or other transferable indicia, however so entitled or named of any nature, tier or class according to their ability to meet RPS requirements in force in any jurisdiction applicable to the Project, specifically associated with the production of solar energy pursuant to the RPS and all of the Environmental Attributes associated therewith and ancillary attributes capable of being produced by the Project, regardless of any "Class" or "Tier" designation. For the avoidance of doubt, if the Project qualifies to produce "Tier 1" or "Class 1" renewable energy credits or certificates that are deemed to be non-solar renewable energy credits, such renewable energy credits or certificates (as applicable) shall be included in the definition of "SRECs" for purposes of this Agreement.

"RPS" means any renewable portfolio standard issued by the applicable regulatory authorities having jurisdiction applicable to the Project and the SRECs, including but not limited to the [Renewable Energy Portfolio Standard enacted pursuant to the Annotated Code of Maryland Public Utility Article § 7-701 *et seq.*][Renewable Energy Portfolio Standard enacted pursuant to D.C. Code § 34-1432 *et seq.*][Alternative Energy Portfolio Standards Act, 73 P.S. §§ 1648.1 -1648.8 *et seq.*, as amended by 66 Pa. C.S. § 2814 *et seq.*][Alternative Energy Resource Standard enacted pursuant to the Ohio Revised Code § 4928.64 *et seq.*][Renewable Energy Portfolio Standards enacted pursuant to New Jersey Revised Statutes § 48:3-49 *et seq.*][Renewable Energy Portfolio Standard enacted pursuant to Massachusetts General Laws ch. 25A § 11F *et seq.*], as may be further amended, revised, modified, succeeded, or replaced from time to time, and all rules and regulations promulgated thereunder from time to time.

E. "Term" means the period commencing on the Execution Date and ending on the date on which this Agreement is validly terminated in accordance with the terms herein.

F. "Execution Date" means 2022-05-01

ARTICLE II: THE BROKERAGE SERVICE**A. Purpose.**

1. Sol Brokerage is a service offered by Sol Systems to provide customers with the opportunity to pool their SRECs with other customers to obtain economies of scale and sell them in aggregate on a quarterly (or other period, as applicable) basis at current market prices to energy suppliers, utilities and others interested in purchasing these SRECs.

B. Sol Brokerage & SREC Creation.**1. Customer Account Creation.**

- a. Customer must first agree to this Agreement by signing the Customer Consent to the Agreement (the "Customer Consent").
- b. Customer must complete the Generation Attribute Tracking System ("GATS") Schedule A attached to this contract. The Schedule A allows for the transfer of Customer's SRECs into Sol Systems' GATS account. GATS is a system of record for the production, sale, and purchase of SRECs.
- c. Customer shall then return the completed Schedule A to Sol Systems via DocuSign, email, fax, or mail.
- d. Once in receipt of Customer's Schedule A and signed Customer Consent, Sol Systems will register the Customer with the appropriate state entities and GATS, if necessary.
- e. Sol Systems shall have the right, but not the obligation, to register Customer's Project in additional states. Customer will provide Sol Systems with additional system information that is required, as needed, for additional state registrations.

2. SREC Creation.

- a. Once Sol Systems has created an account for a Customer, GATS will create the appropriate number of SRECs for the solar energy system, and all of these SRECs will be deposited directly into Sol Systems' GATS account (with no transfer of ownership).
- b. Sol Systems shall not be responsible for SREC creation, which is the sole responsibility of GATS.
- c. If Customer qualifies for estimated SREC production (based on system size and regulatory rules), Customer will produce SRECs commensurate with estimates currently provided by PVWatts and GATS.
- d. If Customer does not qualify for estimated production, Customer shall either (i) provide Sol Systems with remote access to the required utility grade meter measuring energy production from their solar energy system or (ii) log into Sol Systems to record energy production on a monthly basis.

C. Sol Brokerage SREC Sale.**1. General Aggregated SREC Sales Structure.**

- a. Sol Systems shall use commercially reasonable efforts to sell the Customer's SRECs, along with other customers' SRECs to a Buyer (as defined below) by aggregating them with the SRECs of other Sol Systems customers.

Sol Systems generally expects to sell Customer's SRECs in a quarterly (or other period) SREC portfolio (the "SREC Portfolio") at the highest price reasonably attainable each calendar quarter or other time period that Sol Systems in its sole discretion determines appropriate (each, a "Portfolio Sale"). Sol Systems does not guarantee that Customer's SRECs will be sold, as explained in Section C.4 below.

“Customer’s SRECs” shall mean all SRECs created in connection with energy generated during the month in which the Execution Date occurs and each month thereafter until the end of the Term; provided, that if the Customer has an existing contract to sell SRECs during the first month of the Term, those SRECs will not be included as Customer’s SRECs. If SRECs that were created in connection with energy generated prior to the Term are credited to Sol Systems’ GATS account, Sol Systems may sell such SRECs on behalf of Customer in the manner it determines commercially prudent unless otherwise directed by Customer. Payments for such sales shall be made in accordance with this Agreement.

- b. Entities (which may include affiliated parties) interested in purchasing SRECs from customers (“Buyers”) submit bids for a fixed volume, based on a fixed price (each a “Buyer Bid”).

2. Clearing Price.

- a. The clearing price for each Portfolio Sale is the weighted average price of the Buyer Bids for the SREC Portfolio, less an administrative fee applied by Sol Systems (the “Clearing Price”).
- b. Customer shall receive the Clearing Price for its SRECs sold in each Portfolio Sale less the Customer Transaction Service Charge, as further described below in Section D.

- 3. Partial Portfolio Sale. If Sol Systems is unable to sell all of the SRECs it has in the applicable SREC Portfolio, it will sell those SRECs that were produced first based on generation date and shall provide the Clearing Price to the customers (and only those customers) that produced those SRECs included in the SREC Portfolio.

4. Non- Portfolio Sale.

- a. If Sol Systems is unable to find a Buyer that is willing to purchase SRECs in the SREC Portfolio during a Portfolio Sale, Sol Systems will not sell SRECs in the SREC Portfolio and Customer’s SRECs will remain in Customer’s Sol Brokerage account (a “Non-Portfolio Sale”).
- b. Sol Systems shall include Customer’s SRECs that are not sold during a quarter (or other period, as applicable) because of a Non-Portfolio Sale in the next Portfolio Sale or Portfolio Sales in accordance herewith.

- D. Customer Payment. Provided that Sol Systems is able to find a Buyer for Customer’s SRECs, Sol Systems anticipates making quarterly payments to Customer on the following basis:

- A February payment in respect of SRECs minted from the immediately prior October, November, and December generation.
- A May payment in respect of SRECs minted from the immediately prior January, February, and March generation.
- An August payment in respect of SRECs minted from the immediately prior April, May, and June generation.
- A November payment in respect of SRECs minted from the immediately prior July, August, and September generation.

Notwithstanding the foregoing, Sol Systems may elect to pay Customer on a monthly, semi-annual or other basis, as determined by Sol Systems in its reasonable discretion.

- E. Customer Transaction Service Charge. Each quarter (or other period, as provided above), Sol Systems will provide Customer with a payment in respect of Customer’s SRECs included in an applicable Portfolio Sale.

1. The gross SREC payment will be calculated by multiplying the (a) Clearing Price by (b) number of full SRECs generated and sold in the Portfolio Sale. Sol Systems will deduct a fee (the "Customer Transaction Service Charge") from the gross SREC payment and shall then pay Customer the proceeds from the gross SREC payment attributable to the number of Customer's SRECs included in the Portfolio Sale (on a *pro rata* basis).
2. The Customer Transaction Service Charge will be equal to the greater of: (a) an amount equal to 5.0 % of all the SRECs sold in the Portfolio Sale; ^{or} and (b) \$ 5.0 per SREC sold in the Portfolio Sale, but in no case exceeding fifty percent (50%) of the Clearing Price. Sol Systems may amend the Customer Transaction Service Charge at any time, with notification to Customer, but in no case exceeding fifty percent (50%) of the Clearing Price.

F. Delivery of SRECs.

1. Delivery. Delivery and transfer of title for all SRECs sold and acquired pursuant to this Agreement shall occur in accordance with this Agreement. Customer shall, concurrently with the execution and delivery of this Agreement, execute the GATS Generator Owner's Consent, attached to this Agreement and incorporated herein as Schedule A and deliver it to Sol Systems. Customer hereby expressly grants authority and consent to Sol Systems to possess, assign, trade and take all other related action with respect to all SRECs associated with the Project during the Term in Sol Systems' sole discretion. Sol Systems and Customer shall cooperate to take all necessary actions to ensure that, to the fullest extent feasible and permitted by PJM GATS, all SRECs produced or minted by the Project will be created directly in the account of Sol Systems (or its designee or assign) on an as-created basis. For avoidance of doubt, the SREC title does not transfer to Sol Systems when minted into Sol System's account.
2. PJM and Adjacent State Projects. For Projects located in PJM or states adjacent to PJM, delivery and transfer of title and risk of loss for all of the Project's SRECs shall pass and transfer from Customer to Buyer upon delivery of the SRECs through GATS to Buyer's Account. In the event that GATS is discontinued, or delivery of the SRECs from the Project to Sol Systems is no longer feasible through GATS, or the Parties by mutual agreement conclude that GATS should no longer be used, delivery shall take place through a written attestation in form and substance satisfactory to Sol Systems (in its reasonable determination). In the event of any Delayed Delivery of the SRECs from Customer to Sol Systems in excess of sixty (60) days, Customer shall be obligated to pay an amount to Sol Systems equal to the lost value of such SRECs, based on Sol Systems' reasonable good faith determination (which determination and calculation shall be provided to Customer).

G. Production Reporting and Meter Requirements.

1. Customer shall be solely responsible for timely and accurately reporting the Project's energy production to Sol Systems.
2. Except as set forth in section G(3) below, Customer shall at all times utilize and maintain the Required Meter (as applicable) and provide Sol Systems with all reasonably necessary physical and remote access to the Required Meter if production estimates are not permitted in the state in which the Project is located. However, Sol Systems is not required to enter monthly meter readings for Customer. If Customer fails to report the Project's meter readings to Sol Systems within sixty (60) days, Sol Systems is not obligated to sell the SRECs resulting from such reporting delay.
3. Customer qualifies for estimated SREC production (based on system size and regulatory rules), Customer will produce SRECs commensurate with estimates currently provided by PVWatts and GATS; *provided, however*, if production estimates are no longer permitted for the Project at any time during the Term, Customer will obtain, utilize and maintain a Required Meter and provide Sol Systems with all reasonably necessary physical and remote access to the Required meter at all such times.

ARTICLE III: TERM**A. Notice.**

1. The term of this Agreement begins on the Execution Date of this Agreement and continues until terminated in accordance with the express terms herein (the "Term").
2. Beginning twelve (12) months after the Execution Date, either Party can opt to terminate this Agreement with at least thirty (30) days prior written notice of cancellation via fax, email, or standard mail ("Opt-Out Option"). Sol Systems shall have the right but not the obligation to sell Customer's SRECs that are created during the notice period.
3. Customer may terminate the contract before the Opt-Out Option if Customer enters into a fixed price multi-year SREC agreement with Sol Systems (e.g., a Sol Systems Up-Front Payment Agreement or Annuity Agreement).

B. Sol Systems' Cancellation. Without limiting other remedies herein, Sol Systems may (during the Term) limit, suspend, or terminate the Sol Brokerage service for Customer and/or remove Customer accounts, prohibit access to Sol Systems' website, delay or remove hosted content, and take technical and legal steps to keep Customer off of Sol Brokerage if Sol Systems believes that Customer is creating problems for other customers, engaging in fraudulent or misleading activity or acting inconsistently with Sol Brokerage or Sol Systems' policies (as determined by Sol Systems in its reasonable discretion).

C. Transaction Conditions Precedent (collectively, the "Transaction Conditions").

Notwithstanding anything in this Agreement to the contrary, Sol Systems is not required to sell Customer's SRECs unless and until the following conditions have all been satisfied:

1. The Project is installed, interconnected, registered with and approved by the appropriate state and/or local regulatory authorities and utility providers for its operation and electrical delivery to the grid.
2. The Project has attained commercial operation (as determined by Sol Systems in its reasonable discretion) with minted SRECs.
3. The Project has received all state and/or local regulatory authority and utility provider registrations and approvals necessary to produce and sell all SRECs contemplated hereunder (as reasonably determined by Sol Systems).
4. If required (as noted in Article I.C.), Customer has installed and successfully tested a Required Meter and delivered an acceptable picture of the same to Sol Systems.
5. If required (as noted in Article I.C.), Customer has installed and successfully tested a required remote monitoring system acceptable to Sol Systems.
6. Customer shall provide Sol Systems with an acceptable picture of the Project if required by regulatory authorities.
7. Customer shall provide Sol Systems with a copy of an effective interconnection agreement, duly executed by Customer and its interconnection utility, in form and substance reasonably acceptable to Sol Systems if required by regulatory authorities.
8. All necessary technical information required for state registration, PJM GATS or other approval is provided to Sol Systems upon its reasonable request.
9. Customer owns and holds title to the real property upon which the Project is located or, alternatively, has a site lease in place reasonably acceptable to Sol Systems and has provided Sol Systems a complete written copy of the site lease.
10. If the Project is owned by a third-party (i.e., not Customer), Customer may be required upon the request of Sol Systems to submit to Sol Systems additional documentation regarding the

ownership of the Project or SRECs, such as a lease agreement, power purchase agreement, etc.

ARTICLE IV: CUSTOMER'S DUTIES AND RESPONSIBILITIES

A. Customer Duties. During the Term, Customer shall take the following actions:

1. Customer shall promptly notify Sol Systems of the date on which the Project has been installed and achieved commercial operation (to be conclusively confirmed by Sol Systems in its reasonable determination) and the Transaction Conditions have been fully satisfied to the reasonable satisfaction by Sol Systems.
2. Customer shall at all times be responsible for all necessary upkeep and maintenance of the Project. If the Project falls into disrepair or is wholly or partially damaged or destroyed, Customer shall promptly perform necessary upkeep and maintenance. If Customer fails to do so in Sol Systems' reasonable determination, then Sol Systems may terminate the Agreement.
3. Customer acknowledges that Project technical information is not included in this Agreement. Customer shall provide technical information regarding the Project on Sol Systems' proprietary online registration platform available at https://srecs.solsystems.com/users/sign_up prior to the date of installation. Customer may request information regarding utilizing this platform by emailing Sol Systems at info@solsystems.com. Additionally, Sol Systems may request from Customer such additional information relating to the Project and this Agreement that Sol Systems desires from time to time and Customer shall promptly provide such additional information to Sol Systems.

B. Project Expansion. Should Customer decide to expand the capacity of the Project, Sol Systems has the right but not the obligation under this Agreement to include the additional SRECs associated with the expanded capacity in Sol Systems' SREC Portfolio. If Sol Systems elects to include Customer's additional SRECs in its SREC Portfolio it will deliver written notice to Customer of the same and such SRECs will then be included in Sol Systems' SREC Portfolio subject to terms of a Project Expansion Amendment to this Agreement reasonably acceptable to Customer and Sol Systems. Customer shall act collaboratively with Sol Systems to return documents necessary for registration of additional SRECs and to submit registration documents to states in which Sol Systems intends to register the additional SRECs. Customer shall provide Sol Systems with additional information as needed and reasonably requested by Sol Systems to facilitate such registration of Customer's additional SRECs. In the event that Sol Systems submits registration documents related to the project expansion on behalf of Customer, Customer may be required to reimburse Sol Systems for the cost of the submittals.

C. Sale or Assignment of Project and Real Property.

In the event that Customer intends or desires to sell or assign its rights to the Project or its interest in the real property on which the Project is located, Customer shall be required to provide Sol Systems with written notice at least thirty (30) days (but not more than sixty (60) days) prior to the proposed sale or assignment.

Customer shall act collaboratively with Sol Systems to return documents necessary for the sale or assignment of the Project by Customer. Customer shall provide Sol Systems with such additional information as needed and reasonably requested by Sol Systems to facilitate such sale or assignment of the Project.

ARTICLE V: EVENT OF DEFAULT & REMEDIES

A. Event of Default. An "Event of Default" shall mean, with respect to a Party (the "Defaulting Party") which has failed to fulfill an obligation under this Agreement to the other Party (the "Performing Party"):

1. The failure of Customer to deliver to Sol Systems all SRECs produced by the Project as and when required pursuant to the terms of this Agreement;
 2. Either Party's fraud, gross negligence, willful misconduct or intentional breach of this Agreement;
 3. A Party's failure to make any payment when due under this Agreement if such failure is not remedied within sixty (60) business days after the due date;
 4. The filing of a petition for voluntary bankruptcy or insolvency or for reorganization or arrangement under the bankruptcy laws of the United States or under any insolvency act of any state, or voluntarily taking advantage of any such law or act by answer or otherwise;
 5. Any representation or warranty made in this Agreement proves to have been false or misleading in any material respect when made or fails to remain true during the Term if such failure would reasonably be expected to result in a material adverse impact on the other Party, and such misrepresentation or failure is not cured within thirty (30) days after written notice thereof is delivered to the Defaulting Party; or
 6. Any failure to comply with any of the material provisions of this Agreement, if such failure is not remedied within thirty (30) days after written notice is delivered by the Performing Party to the Defaulting Party.
- B. Remedies for an Event of Default. Upon the occurrence and written notice to the Defaulting Party of an Event of Default, the Performing Party shall have the right (but not the obligation) to: (i) suspend performance of its obligations under this Agreement and/or (ii) receive from the Defaulting Party direct damages incurred by the Performing Party in connection with such Event of Default (including during any applicable cure period, whether or not the Performing Party has elected to suspend performance during such cure period).
- C. Termination for an Event of Default. If an Event of Default has occurred, the Performing Party shall have the right, but not an obligation, to declare a date, effective on the notice thereof, upon which this Agreement shall terminate ("Early Termination Date").
1. Upon termination of this Agreement for an Event of Default, the provisions of this Agreement shall remain in effect only to the extent necessary (a) to provide for final invoicing and adjustments related to the period before termination with respect to SRECs made available before the Early Termination Date and later during the month in which the Early Termination Date occurred (as provided above) and (b) payment of any money due and owing any Party pursuant to this Agreement; provided, however, that such termination shall not affect or excuse the performance of any Party under any provision of this Agreement that accrued prior to the date of such termination or by its terms survives any such termination.
- D. Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and agrees that it will use commercially reasonable efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of this Agreement.
- E. Limitation of Liability. THE PARTIES AGREE THAT THE EXPRESS REMEDIES AND MEASURES OF DAMAGES PROVIDED HEREIN SATISFY THE ESSENTIAL PURPOSES HEREOF. NEITHER PARTY SHALL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES OR LOST PROFITS.

ARTICLE VI: REPRESENTATIONS AND WARRANTIES

- A. Mutual Representations. On and as of the Execution Date, each Party represents and warrants to the other Party as follows: (i) with respect to non-natural persons, it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation or residence; (ii) the

execution, delivery and performance of this Agreement is within its powers, have been duly authorized by all necessary action and do not violate any of the terms and conditions in its governing documents, any contracts to which it is a party or any law, rule, regulation, order or the like applicable to it; (iii) this Agreement and each other document executed and delivered in accordance with this Agreement constitutes its legally valid and binding obligation enforceable against it in accordance with its terms; subject to any equitable defenses, bankruptcy principles, or the like; and (iv) there is no pending or (to such Party's actual knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects such Party's ability to perform its obligations under this Agreement.

B. Customer's Representations. On and as of the Execution Date and as of each date that SRECs are sold by Sol Systems, Customer represents and warrants to Sol Systems as follows:

1. Customer will transfer to Buyer good and marketable title to each SREC required to be transferred hereunder, such SRECs shall meet the specifications set forth in this Agreement, and each SREC shall be sold and delivered to the Buyer under this Agreement free and clear of any liens, claims, security interest, taxes, title defects, and other encumbrances of any kind whatsoever;
2. The SRECs sold hereunder have not been, and shall not be, sold, retired, claimed or represented as part of electricity output or sales, or used to satisfy obligations in any other jurisdiction;
3. All legal or equitable title, right and interest in the SRECs that are transferred hereunder will immediately vest in Buyer upon delivery of the SRECs through GATS to Buyer's Account, and in any event, Buyer will (A) have the exclusive rights to make all claims as to such SRECs generated by the Project and (B) have the right to report and register, as applicable, the exclusive ownership of such SRECs with any registry, system, agency, authority, or other party, either voluntarily or in compliance with any present or future domestic, international, or foreign law, regulation, registry or program;
4. Customer has entered into this Agreement as a principal (and not as advisor, agent or in any other capacity, fiduciary or otherwise) with a full understanding of the material terms and risks of the same, and is capable of assuming those risks, and will perform its obligations hereunder in accordance with all applicable laws and regulations; and
5. The information provided to Sol Systems by Customer pursuant to this Agreement as of the Execution Date is true and accurate in all material respects, including, but not limited to, all information concerning Project registration, recordation, underlying real property, and reporting.

ARTICLE VII. CONFIDENTIALITY

Customer shall not share material terms of this Agreement with any third party.

ARTICLE VIII: CUSTOMER PRIVACY

Sol Systems will not sell or rent Customer's personal information to third parties for marketing purposes. Sol Systems may provide state regulatory entities with information regarding the Project or other information required by applicable law.

ARTICLE IX: MISCELLANEOUS

- A. Multi-State Registration. Customer hereby grants Sol Systems the right to register the Customer's Project in multiple states as a renewable energy generator (or similar registration) for the purposes of selling SRECs from the Project in such states. If necessary, Customer will provide Sol Systems with such additional information as needed and reasonably requested by Sol Systems for such registration.

- B. Assignment. Customer shall not transfer or assign all or any part of this Agreement or its rights or obligations hereunder or otherwise dispose of any right, title or interest herein without the prior written consent of Sol Systems, such consent not to be unreasonably withheld or delayed. Sol Systems may freely transfer or assign all or any part of this Agreement or its rights or obligations hereunder to any third-party (including, without limitation, in connection with a financing), in Sol Systems' sole discretion.
- C. Governing Law. This Agreement is governed by the laws of ~~New York~~ ^{Maryland} without regard to its principles of conflicts of law, and the Parties hereby consent to the jurisdiction of the administrative and judicial tribunals of the ~~District of Columbia~~ ^{Worcester County, Maryland}, as applicable.
- D. Entire Agreement. This Agreement, including the cover page hereto, exhibits and schedules, constitutes the entire agreement between the Parties with respect to the aggregation and sale of SRECs and supersedes all prior discussions, understandings and agreements between the Parties with respect to the subject matter hereof. There are no prior or contemporaneous agreements, understandings or representations affecting the same subject matter other than those expressed herein.
- E. Waiver of Jury Trial. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION, CLAIM OR PROCEEDING RELATING TO THIS AGREEMENT.
- ~~F. Dispute Process. In the event of any dispute arising under this Agreement, within ten (10) days following the receipt of a written notice from either Party identifying such dispute, the Parties shall meet, negotiate and attempt, in good faith, to resolve the dispute quickly, informally and inexpensively. If the Parties are unable to resolve a dispute arising hereunder within thirty (30) days of initiating such discussions, or within forty (40) days after notice of the dispute, the Parties agree to resolve any such dispute through binding arbitration in accordance with the rules of the American Arbitration Association to take place in the District of Columbia, or if the Parties can agree, another location that is mutually convenient for both Parties.~~
- G. Amendment. No amendment, modification or change to this Agreement shall be enforceable unless set forth in writing and executed by both Parties.
- H. Attorneys' Fees. If a Party commences a legal proceeding against the other Party because of an alleged breach of such Party's obligations under this Agreement, each Party shall bear its own expenses, including applicable attorneys' fees, incurred in connection with the legal proceeding and any appeal thereof.
- ~~I. Indemnity. If any claim or demand, including reasonable attorneys' fees, is made by any third party due to or arising out of any action or inaction on the part of the Customer, the Customer's breach of this Agreement or violation of any law or the rights of a third party by Customer, the Customer shall indemnify and hold harmless Sol Systems (and its officers, directors, agents, subsidiaries, joint ventures and employees) from such claim or demand.~~
- J. No Agency. No agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement.
- K. Severability. If any court determines that any provision of this Agreement is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this Agreement invalid or unenforceable and such provision shall be modified, amended, or limited only to the extent necessary to render it valid and enforceable.

ARTICLE X: DEFINITIONS

The following terms shall have the meanings set forth herein:

"**Agreement**" has the meaning given such term in the preamble.

"**Buyer(s)**" has the meaning given such term in Article II.C.1.b.

"**Buyer's Account**" means the Buyer's electronic account with GATS.

“Buyer Bid” has the meaning given such term in Article II.C.1.b.

“Clearing Price” has the meaning given such term in Article II.C.2.a.

“Customer” has the meaning given such term in the preamble to this Agreement.

“Customer Consent” has the meaning given such term in Article II.B.1.a.

“Customer’s SRECs” has the meaning given such term in Article II.C.1.a.

“Customer Transaction Service Charge” has the meaning given such term in Article II.E.

“Delayed Delivery” means delayed or unknown SREC delivery, including, for the avoidance of doubt, SRECs delivered after the following minting term for each vintage: (a) on or before February 15 for Maryland, Washington, D.C. and Ohio in the calendar year following the end of the applicable compliance year (for example 2018 vintages would need to be delivered by February 15, 2019); (b) on or before July 15 for Pennsylvania and New Jersey in the same calendar year as the compliance year (for example, 2018 vintages would need to be delivered by July 15, 2018; and (c) on or before May 15 for Massachusetts I and II in the calendar year following the end of the applicable compliance year, for example, 2018 vintages would need to be delivered before May 15, 2019.

“Early Termination Date” has the meaning given such term in Article V.C

“Event of Default” has the meaning given such term in Article V.A

“Environmental Attributes” means any and all credits, benefits, emissions reductions, environmental air quality credits, emissions reduction credits, renewable energy credits, offsets and allowances, attributable to the generation, purchase, sale or use of metered output from or by the Project during the Term, howsoever entitled or named, resulting from the avoidance, reduction, improved efficiency, displacement or offset of the emission of any gas, chemical or other substance, including without limitation any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur or carbon, with particulate matter, soot or mercury, or implementing the United Nations Framework Convention on Climate Change (UNFCCC) or the Kyoto Protocol to the UNFCCC or crediting “early action” emissions reduction, or laws or regulations involving or administered by the EPA’s Clean Air Market’s Division or by any local, state or federal entity given jurisdiction over a program involving transferability of Environmental Attributes, and any green tag reporting rights to such Environmental Attributes. For the avoidance of doubt, electrical power generated by the Project is not an Environmental Attribute.

“Execution Date” has the meaning given such term in Article I.F.

“GATS” means PJM’s Generated Attribute Trading System, an “unbundled,” certificates-based tracking system where the attributes or characteristics of electrical generation are separated from the megawatt-hour of energy and recorded onto a certificate after the electricity is produced.

“Non-Portfolio Sale” has the meaning given such term in Article II.C.4.a.

“Opt-Out Option” has the meaning given such term in Article III.A.2.

“Party” or “Parties” has the meaning given such term in the preamble to this Agreement.

“PJM” means PJM Interconnection, a regional transmission organization (RTO) that coordinates the movement of wholesale electricity in all or parts of Delaware, Illinois, Indiana, Kentucky, Maryland, Michigan, New Jersey, North Carolina, Ohio, Pennsylvania, Tennessee, Virginia, West Virginia and the District of Columbia.

“Portfolio Sale” has the meaning given such term in Article II.C.1.a.

“Project” has the meaning given such term in Article I.C.

“Required Meter” means the applicable utility or revenue grade measuring device Customer is required to maintain in place to measure the Project’s energy production throughout the Term in accordance with the laws of the state in which the Project is located.

“Renewable Portfolio Standard” has the meaning given such term in Article I.D.

“Sol Brokerage” means a service offered by Sol Systems to provide customers with the opportunity to pool their SRECs with other customers to obtain economies of scale and sell them in aggregate on a quarterly (or other period, as applicable) basis at current market prices to energy suppliers, utilities and others interested in purchasing these SRECs.

“Sol Systems” has the meaning given such term in the preamble to this Agreement.

“Solar Renewable Energy Credits” or “SRECs” has the meaning given such term in Article I.D.

“SREC Portfolio” has the meaning given such term in Article II.C.1.a.

“System Size” means the size of the Project, or peak nameplate capacity, measured in kW. For the avoidance of doubt, the System Size shall be the maximum amount of electrical energy the system is capable of producing under ideal conditions during one hour, and shall be equal to the aggregate power rating of the modules. The actual System Size, for purposes of this Agreement, is set forth in Article I.C.

“Term” has the meaning given such term in Article III.A.1.

“Transaction Conditions” has the meaning given such term in Article III.C.

[Remainder of page intentionally left blank]



IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the Execution Date.

CUSTOMER CERTIFICATION:

I, William Bradshaw hereby consent to the registration of the Project as a qualified renewable energy generator, and specifically as a solar energy generator, within all states that may provide an opportunity to sell SRECs from the Project during the Term.


IF YOUR PROJECT IS ALREADY REGISTERED WITH A STATE(S) AS A QUALIFIED RENEWABLE ENERGY GENERATOR (OR SIMILAR REGISTRATION), PLEASE PROVIDE THE CERTIFICATION NUMBER(S) BELOW. PLEASE NOTE THAT SOL SYSTEMS DOES NOT PROCESS STATE REGISTRATIONS FOR DELAWARE AND NEW JERSEY. CUSTOMERS IN THESE STATES ARE REQUIRED TO PROVIDE THEIR CERTIFICATION NUMBERS FOR THESE STATES BELOW ON REGISTERING WITH SOL SYSTEMS.

State/Commonwealth _____

Certification Number: _____

NON71132

GATS Facility Number: _____

<p>SOL SYSTEMS, LLC</p>  <p>Sol Systems, LLC 1101 Connecticut Avenue, NW, Suite 200 Washington, D.C. 20036 Attention: Philip Priolo Vice President, Risk and Operations 1-888-235-1538 info@solsystems.com</p>	<p>CUSTOMER</p> <p>County Commissioners of Worcester County, I</p> <p>410-632-2144</p> <p>bbradshaw@co.worcester.md.us</p>
--	---

SOL SYSTEMS


SCHEDULE A
Generator Owner's Consent

The undersigned on behalf of the Generator Owner, **County Commissioners of Worcester County, Maryland**, hereby consent to PJM Environmental Information Services, Inc. ("EIS") that:

1. I/we am/are the Generator Owner who holds legal title to the Generating Unit(s) designated below.
2. I/we, the Generator Owner, (check one)
 - ☒ Hereby grant authority and permission to Account Holder, Sol Systems,² to create and trade all Certificates associated with the following Generating Unit(s), which Certificates shall also be registered to the GATS account(s) of the Account Holder.
 - ☐ Hereby elect to create and trade all Certificates associated with the following Generating Unit(s) within my own GATS account.
3. I/we, the Generator Owner, further represent that I/we have not granted similar authority or permission to any other subscriber or account holder for use in the GATS or any similar system.
4. I/we, the Generator Owner, understand that this Consent supersedes any and all Consents that have been submitted prior to the Date specified herein. Any and all prior Consents will be considered null and void and the assignment of rights terminated.
5. The assignment of rights that occurs within this Consent does not absolve the Generator Owner from upholding any contractual obligations that exist outside of GATS.
6. By executing this Consent the Generation Owner represents it does not have any contractual obligations that would preclude the execution of this Consent.

Generating Unit Name and Address Optional: [Generating Unit Size/System Size]	PJM MSET ID or EIA Plant Code and Generator Identifier (as applicable)
Worcester County Recreation Center-MD-PV-58.32kw Facility	NON1132
6030 Public Landing Road Snow Hill, MD 21863	

GENERATOR OWNER

Name: **County Commissioners of Worcester County, Maryland**
 Title: Generator Owner
 Date:



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

TEL: 410-632-5623
 FAX: 410-632-1753

DIVISIONS

MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

ROADS
 TEL: 410-632-2244
 FAX: 410-632-0020

SOLID WASTE
 TEL: 410-632-3177
 FAX: 410-632-3000

FLEET MANAGEMENT
 TEL: 410-632-5675
 FAX: 410-632-1753

**WATER AND
 WASTEWATER**
 TEL: 410-641-5251
 FAX: 410-641-5185

M E M O R A N D U M

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Deputy Director
 Derrick Babcock, Fleet Superintendent
DATE: June 27, 2022
SUBJECT: FY23 Vehicle Bid Package

Attached for your review and approval is a bid packet for the purchase of vehicles for use by various County Departments. Included in this packet is the Notice to Bidders, Specifications, Vendor's List and Bid Form. Funding for the purchase of the following vehicles was approved in the June 7, 2022 Commissioners meeting:

DRP	1 - Compact SUV
Emergency Services	2 - ¾ Ton 4x4 Double/Extended Cab Pickup Truck
DPW Maintenance	1 - ¾ Ton 4x4 Full Size Pickup Truck with Snow Plow
DPW Roads	1 - ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow
DPW / WWW	3 - ½ Ton 4x2 Full Size Pickup Truck

Once bids are received, we will do a comparison for a future recommendation to purchase.

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

Attachments

cc: Derrick Babcock

NOTICE TO BIDDERS

**Worcester County Commissioners
Worcester County, Maryland**

Purchase of New Vehicles

The Worcester County Commissioners are currently accepting bids for the purchase of new vehicles for use by various County Departments. Bid specification packages and bid forms are available at the Office of the County Commissioners, Worcester County Government Center – Room 1103, One West Market Street, Snow Hill, Maryland 21863-1072. Sealed bids will be accepted until 1:00 p.m., Monday, August 1, 2022 in the office of the County Commissioners at the above address, at which time they will be opened and publicly read aloud. Envelopes shall be marked “**Vehicle Bid**” in the lower left-hand corner. After opening, the bids will be forwarded to the Public Works Department for tabulation, review and recommendation to the County Commissioners for their consideration at a future meeting. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities, and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate. All inquiries shall be directed to Mr. Derrick Babcock, Fleet Management Superintendent, at 410-632-9300 ext 2320 or 410-632-5675.

Citizens and Government Working Together

INSTRUCTIONS TO BIDDERS

1. BIDS

Bids should be submitted in sealed envelopes clearly marked in the lower left-hand corner "Vehicle Bid".

2. LATE BIDS

Bids should be mailed or hand carried to be received in the Office of the County Commissioners by or before Monday August 1, 2022 by 1:00 p.m. Bids received after the appointed time will not be considered.

3. TAXES

The County is exempt from all Federal and State taxes. Your prices should reflect same.

4. SPECIFICATIONS

Specifications for the following vehicles are attached:

1. 1 - Compact SUV (DRP)
2. 2 - ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck (Emergency Services)
3. 1 - ¾ Ton 4x4 Full Size Pickup Truck with Snow Plow (DPW/Maintenance)
4. 1 - ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow (DPW/Roads)
5. 3 - ½ Ton 4x2 Full Size Pickup Truck (DPW WWW)

5. OTHER SPECIFICATIONS

The Worcester County Commissioners will accept bids for new prior year models that meet all specifications in addition to current production year models.

Vendors are responsible for delivery of awarded vehicle to the DPW, Maintenance Building located at 6113 Timmons Road, Snow Hill, Maryland. All paperwork will accompany vehicles, as the County will be responsible for acquiring their tags and titles. Payment will be made within 15 days of delivery.

6. AWARD OF CONTRACT

Bids will be opened in the County Commissioners office at 1:00 p. m. on Monday August 1, 2022 to be awarded at a future date. In awarding the bid, the Commissioners reserve the right to reject any and all bids, waive formalities, informalities, and technicalities therein, and to take whatever bid they determine to be in the best interest of the County considering lowest or best bid, quality of goods and work, time of delivery or completion, responsibility of bidders being considered, previous experience of bidders with County contracts, or any other factors they deem appropriate.

WORCESTER COUNTY**# 1 - VEHICLE SPECIFICATIONS – Compact SUV – (Development Review & Permitting)**

One (1) New Compact SUV to be equipped as follows:

Four Door Compact SUV

Exterior Color:

White

Engine:

Four Cylinder Engine, 1.5L minimum, Fuel Injected

Transmission:

Automatic

Drive Type:

All wheel drive

Wheelbase:

106" minimum

Radial Tires:

All season tires, Spare Tire with jack

Air Conditioning and Heater:

Factory installed A/C with fresh air type heater/defroster

Windshield Wipers:

Washer with intermittent action

Power Group:

Power windows, door locks, mirrors, and keyless entry

Cruise Control

Four Wheel Antilock Disc Brakes

Power Steering

Air bags - Driver, Passenger and Side

Interior - Carpet Floor and Cloth Seats

Halogen Headlights, with Daytime Running Lights, and directional signals

Front Floor Mats

AM/FM/CD stereo radio with Bluetooth for cell phone linking

Power Point or Power Outlet and USB

Padded Dashboard

Left and Right Outside Mirrors

Back up Lights

Light in Cargo Area

Front license Plate Bracket

Fleet Free Maintenance Credit (If applicable)

Two (2) programmed keys to be supplied with this vehicle

Acceptable Models: Chevrolet Equinox, Ford Escape, or comparable model.

WORCESTER COUNTY

2 - VEHICLE SPECIFICATIONS – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck (Emergency Services)

Two (2) New ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck's to be equipped as follows:

Double/Extended cab	
Single rear wheels	
Bed Size:	6.5' with wheel well inside body, standard short bed
Exterior Color:	White
Drive Type:	4-wheel drive
Wheelbase:	148" Minimum
Engine:	Eight-cylinder, gasoline, fuel injected 6.2 liter or equivalent
Transmission:	Automatic with overdrive and auxiliary transmission oil cooler
Towing package:	Heavy duty tow package, minimum of Class V trailer hitch receiver with reducers, 7 spade + 4 pin plugs
Battery:	650 CCA minimum
Alternator:	157 Amp minimum
Air Bags:	Driver and passenger
Shock Absorbers:	Front and Rear
Wheels:	17" Steel minimum
Tires:	All seasonal radial to meet payload with conventional spare wheel/tire
Brakes:	Power with anti-lock system
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual power adjustable trailering mirrors
Bumpers:	Matching painted front bumper and rear step bumper
Interior:	Vinyl splint bench seat
Air Conditioning and Heater:	Factory installed A/C with fresh air type heater and defroster
Windshield Wipers:	Washer with intermittent action
Power Group:	Power windows, door locks, mirrors, and keyless entry
Cruise Control	
Locking Rear Differential	
Front Tow Hooks	
Halogen Headlights, with daytime running lights, and directional signals	
Tinted Glass with dual sun visors	
Power Point or Power Outlet and USB	
AM-FM Radio equipped with Bluetooth for cell-phone linking	
Driver and Passenger assist steps	
Integrated trailer brake controller	
Spray in bed liner	
Front tag bracket	
Vinyl/Rubber flooring	
Fleet Free Maintenance Credit (If applicable)	
Two (2) programmed keys to be supplied with this vehicle	

Acceptable Models: Chevrolet 2500, Ford F-250, Ram 2500 or comparable model

WORCESTER COUNTY**# 3 - VEHICLE SPECIFICATIONS – ¾ Ton 4x4 Full Size Pickup Truck with Snow Plow
(DPW Maintenance)**

One (1) New ¾ Ton 4x4 Full Size Pickup Truck and Snow Plow to be equipped as follows:

Standard regular cab
 Single Rear Wheels
 Bed Size: 8' with wheel well inside body
 Exterior Color: White
 Drive Type: 4-wheel drive
 Wheelbase: 140" Minimum
 Engine: Eight-cylinder, gasoline, fuel injected 6.2 liter or equivalent
 Transmission: Automatic with overdrive and auxiliary transmission oil cooler
 Towing package: Heavy duty tow package, minimum of Class V trailer hitch receiver with reducers, 7 spade + 4 pin plugs
 Battery: 650 CCA minimum
 Alternator: 157 Amp minimum
 Air Bags: Driver and passenger
 Shock Absorbers: Front and Rear
 Wheels: 17" Steel minimum
 Tires: All season radial to meet payload with conventional spare wheel and tire
 Brakes: Power with anti-lock system
 Steering: Power
 Fuel Tank: Standard
 Mirrors: Dual power adjustable trailering mirrors
 Bumpers: Matching painted front bumper and rear step bumper
 Interior: Vinyl splint bench seat
 Air Conditioning and Heater: Factory installed A/C with fresh air type heater and defroster
 Windshield Wipers: Washer with intermittent action
 Power Group: Power windows, door locks, mirrors, and keyless entry
 Cruise Control
 Locking Rear Differential
 Front Tow Hooks
 Halogen Headlights, with daytime running lights, and directional signals
 Tinted Glass with dual sun visors
 Power Point or Power Outlet and USB
 AM-FM Radio equipped with Bluetooth for cell-phone linking
 Back rack for beacon light-tool box mounts
 Factory installed upfitter accessory switches
 LED strobe light installed on back rack
 Driver and Passenger assist steps
 Integrated Trailer Brake Controller
 Spray in bed liner
 Front tag bracket
 Vinyl/Rubber flooring
 Snow Plow Prep Package
 Fleet Free Maintenance Credit (If applicable)
 Two (2) programmed keys to be supplied with this vehicle

ADDITIONAL SNOW PLOW SPECIFICATIONS

Steel 8 foot wide
Minimum 27" height
Plow Shoes
Plow corner sight rods or guides
LED Plow lights
Heavy duty push frame
Right and left angle hydraulic controlled
Hand held controls
Removable Jack Stand
Full mold board trip design
Quick attach plow frame
Plow Deflector
Any part not mentioned needed to provide a complete and operational unit

Acceptable Models: Chevrolet 2500, Ford F-250, Ram 2500 or comparable model

WORCESTER COUNTY

4 - VEHICLE SPECIFICATIONS – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow (DPW Roads)

One (1) New ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck and Snow Plow to be equipped as follows:

Double/Extended cab	
Single rear wheels	
Bed Size:	6.5' with wheel well inside body, standard short bed
Exterior Color:	White
Drive Type:	4-wheel drive
Wheelbase:	148" Minimum
Engine:	Turbo Diesel, Fuel injected 6.6 Liter or equivalent
Transmission:	Automatic with overdrive and auxiliary transmission oil cooler
Towing package:	Heavy duty tow package, minimum of Class V trailer hitch receiver with reducers, 7 spade + 4 pin plugs
Battery:	Dual 720 CCA minimum
Alternator:	170 Amp minimum
Air Bags:	Driver and passenger
Shock Absorbers:	Front and Rear
Wheels:	17" Steel minimum
Tires:	All seasonal radial to meet payload with conventional spare wheel/tire
Brakes:	Power with anti-lock system
Steering:	Power
Fuel Tank:	Standard
Mirrors:	Dual power adjustable trailering mirrors
Bumpers:	Matching painted front bumper and rear step bumper
Interior:	Vinyl splint bench seat
Air Conditioning and Heater:	Factory installed A/C with fresh air type heater and defroster
Windshield Wipers:	Washer with intermittent action
Power Group:	Power windows, door locks, mirrors, and keyless entry
Cruise Control	
Locking Rear Differential	
Front Tow Hooks	
Halogen Headlights, with daytime running lights, and directional signals	
Tinted Glass with dual sun visors	
Power Point or Power Outlet and USB	
AM-FM Radio equipped with Bluetooth for cell-phone linking	
Back rack for beacon light-tool box mounts	
Factory installed upfitter accessory switches	
LED minibar strobe light installed on back rack	
Driver and Passenger assist steps	
Integrated trailer brake controller	
Spray in bed liner	
Front tag bracket	
Vinyl/Rubber flooring	
Snow Plow Prep Package	
Fleet Free Maintenance Credit (If applicable)	

Two (2) programmed keys to be supplied with this vehicle

ADDITIONAL SNOW PLOW SPECIFICATIONS

Western wide out adjustable wing snow plow
Steel extendable from 8-10 foot wide
Minimum 31" height
Plow Shoes
Plow corner sight rods or guides
LED plow lights
Heavy duty push frame
Right and left angle hydraulic controlled
Hand held controls
Full mold board trip design
Quick attach Ultramount 2 plow frame system
Any part not mentioned needed to provide a complete and operational unit

Acceptable Models: Chevrolet Silverado 2500, Ford F250, Ram 2500 or comparable model.

WORCESTER COUNTY

#5 - VEHICLE SPECIFICATIONS – ½ Ton 4X2 Full Size Pickup Truck (DPW WWW)

Three (3) New ½ Ton 4x2 Full Size Pickup Truck's to be equipped as follows:

Standard regular cab	
Single Rear Wheels	
Bed size:	8' with wheel well inside body
Exterior Color:	White
Drive type:	2 - wheel rear drive
Wheelbase:	140" minimum
Engine:	Four cylinder, 2.7L minimum, gasoline, Fuel injected
Transmission:	Automatic with overdrive
Battery:	730 CCA minimum
Alternator:	160 amp minimum
Suspension:	To meet payload
Air bags:	Driver and passenger
Shock absorbers:	Front and rear
Wheels:	17" steel minimum
Tires:	All season radial to meet payload with conventional spare wheel and tire
Brakes:	Power with anti-lock system
Steering:	Power
Fuel tank:	Standard
Mirrors:	Dual 6"x9" side view mirrors
Bumpers:	Matching painted front and rear
Interior:	Vinyl split bench seat
Air conditioning and Heater:	Factory installed A/C with fresh air type heater and defroster
Windshield wipers:	Washer with intermittent action
Power group:	Power windows, door locks, mirrors
Cruise Control	
Halogen headlights, with daytime running lights, and directional signals	
Tinted glass with dual sun visors	
Power point or Power outlet and USB	
AM-FM radio equipped with Bluetooth for cell phone linking	
Back rack for beacon light-tool box mounts	
LED strobe light installed on back rack	
Front tag bracket	
Vinyl/Rubber flooring	
Fleet Free Maintenance Credit (If applicable)	
Two (2) programmed keys to be supplied with this vehicle	

Acceptable Models: Chevrolet Silverado 1500, Ford F150, Ram 1500 or comparable model.

**WORCESTER COUNTY COMMISSIONERS
VEHICLE BID FORM**

We submit bids on the following vehicles (specifications attached for each quoted vehicle):

1. One (1) – Compact SUV (Development Review & Permitting)

Year_____ Make_____ Model_____

Bid (per unit) \$_____

Total Bid \$_____

Delivery Time_____

**2. Two (2) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck's
(Emergency Services)**

Year_____ Make_____ Model_____

Bid (per unit) \$_____

Total Bid \$_____

Delivery Time_____

3. One (1) – ¾ Ton 4x4 Full Size Pickup Truck with snow plow (DPW/Maintenance)

Year_____ Make_____ Model_____

Bid (per unit) \$_____

Total Bid \$_____

Delivery Time_____

**4. One (1) – ¾ Ton 4x4 Full Size Double/Extended Cab Pickup Truck with Snow Plow
(DPW/Roads)**

Year_____ Make_____ Model_____

Bid (per unit) \$_____

Total Bid \$_____

Delivery Time_____

5. Three (3) – ½ Ton 4x2 Full Size Pickup Truck's (DPW/WWW)

Year _____ Make _____ Model _____

Bid (per unit) \$ _____

Total Bid \$ _____

Delivery Time _____

**BID MUST BE SIGNED AND BID VEHICLE SPECIFICATIONS MUST BE ATTACHED TO
BE CONSIDERED.**

Please note any specification differences when submitting your bid.

Date: _____

Signature: _____

Typed Name: _____

Firm: _____

Address: _____

Telephone: _____

Fax: _____

E-Mail Address: _____

NEW VEHICLE DEALERSHIP VENDORS

Hertrich Ford Pocomoke
Craig Ringer
 1618 Ocean Highway
 Pocomoke, Maryland 21851
 410-957-3333 Fax: 410-957-4362
cringer@hertrichs.com

Hertrich Chevrolet Buick of Pocomoke
Dana Smith
 1337 Ocean Highway
 Pocomoke, Maryland 21851
 410-957-2222 Fax: 410-957-4589
dsmith@hertrichs.com

Hertrich Buick GMC of Salisbury
 2016 N. Salisbury Blvd.
 Salisbury, Maryland 21804
 410-742-1106
 Fax: 410-742-4722

Hertrich Fleet Services Inc.
Chris Wilder or Susan Hickey
 1427 Bay Road
 Milford, DE 19963
 800-698-9825 Fax: 302-839-0555
cwilder@hertrichs.com
shickey@hertrichfleet.com

Safford Ford, Lincoln, Mercury
Lowell Hoffe
 1902 N. Salisbury Blvd.
 Salisbury, Maryland 21801
 410-548-4600 Fax: 410-548-4610
lhoffe@safford.com

Lindsay Ford
Dan Paderofsky
 11250 Veirs Mill Road
 Wheaton, MD 20902
 240-283-3733
 Fax: 301-946-9410
dpaderofsky@lindsayford.com

IG Burton Berlin Chevrolet
 10419 Old Ocean City Blvd.
 Attn. Sales Manager
 Berlin, MD 21811
 410-641-0444
 Fax: 410-641-9837

IG Burton
Fleet Sales Manager
 793 Bay Road
 Milford, DE 19963
 302-265-1318 Fax: 302-265-1490

Pittsville Ford (Preston)
Keith Jerman
 7155 Friendship Road
 Pittsville, MD 21850
 302-259-2588 Fax: 410-835-8877
kjermanjr@prestonmotor.com

Preston Millsboro Chrysler Dodge Jeep Ram
Attn. Sales Manager
 8380 Dupont Blvd
 Millsboro, DE 19966
 302-934-8282

Apple Ford Inc.
Justin Skipper
 8800 Stanford Blvd.
 Columbia, Maryland 21045
 410-290-1100
 Fax: 410-290-1540
jskipper@appleford.com

Bayshore Ford
Ava Halpin & Rob VanDeBoe
 4003 N. Dupont Hwy
 New Castle, DE 19720
 302-656-3160
 Fax: 302-656-5089
ahalpin@bayshoreford.com
rvandeboe@bayshoreford.com

Criswell Chevrolet, Inc
Scott Silverman
503 Quince Orchard Road
Gaithersburg, Maryland 20878
301-948-5460 or 240-876-8233 (cell)
Fax: 301-948-1381
fleet-man@msn.com

Norris Ford Inc.
Fleet Sales Manager
901 Merritt Boulevard
Dundalk, Maryland 21222
443-549-3452 Fax: 410-285-0872

Frederick Ford
Mark Malone
PO Box 1420
26905 Sussex HWY
Seaford DE 19973
302-629-4553 ext. 1283
Fax: 302-629-9110
mmalone@frederickford.com



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

TEL: 410-632-5623
 FAX: 410-632-1753

M E M O R A N D U M

TO: Weston Young, P.E., Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: June 29, 2022
SUBJECT: Courthouse Carpet Replacement, Phase II

DIVISIONS

MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

ROADS
 TEL: 410-632-2244
 FAX: 410-632-0020

SOLID WASTE
 TEL: 410-632-3177
 FAX: 410-632-3000

FLEET MANAGEMENT
 TEL: 410-632-5675
 FAX: 410-632-1753

**WATER AND
 WASTEWATER**
 TEL: 410-641-5251
 FAX: 410-641-5185

Public Works is requesting \$31,412.300 for Carpet Replacement in the Courthouse. In conjunction with and addition to the carpet, replacement of the wooden base trim and paint for approximately \$9,500.00 is needed. The Assigned Fund balance sheet has \$99,943 allocated for Courthouse Carpet/Flooring Improvements that could be used for this project. This quote reflects the competitively bid Sourcewell Contract #080819-SH-2 pricing discount for the Patcraft Flooring.

The carpet replacement would occur in the remaining areas of the second floor, hallways, offices and conference rooms that were not replaced last year by the Court in phase I. Carpet would also be replaced on the first floor in the main corridor. The carpet in all aforementioned areas was installed in 2002 and is well past its life expectancy.

The carpet selected by Architect Jeff Schoellkopf in 2017 is manufactured by Patcraft which is under the Sourcewell Contract. Patcraft's authorized area installer is Value Carpet One. We would like to proceed with Value Carpet One as they were the installers for the first phase of replacement, are familiar with the Courthouse and are under the Sourcewell contract.

Coordination of all work with Value Carpet One and any contractors will be difficult with the busy Court schedules however, Worcester County Maintenance will work around these schedules to complete the project in a timely and efficient manner. A copy of the Sourcewell RFP #080819 and additional contract documents are attached for reference.

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

Attachments:

cc: Chris Clasing, Deputy Director
 Michael Hutchinson, Maintenance Superintendent



**RFP #080819
REQUEST FOR PROPOSALS
for**

Flooring Materials, with Related Supplies and Services

Proposal Due Date: August 8, 2019, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Flooring Materials, with Related Supplies and Services to result in a national contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than August 8, 2019, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	June 13, 2019
Pre-proposal Conference:	July 19, 2019, 10:00 a.m., Central Time
Question Submission Deadline:	August 01, 2019, 4:30 p.m., Central Time
Proposal Due Date:	August 8, 2019, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	August 8, 2019, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Affidavits of Publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Flooring Materials, with Related Supplies and Services. Sourcewell seeks solutions that include, but are not to be limited to:
 - a. All indoor/outdoor, resilient, ceramic tile, porcelain tile, wood, hardwood, linoleum, rubber, vinyl, broadloom, carpet tile, epoxy, and any other flooring hybrid, floor mats, and rugs;
 - b. Supplies related to the removal, installation, maintenance, and cleaning of flooring materials; and,
 - c. Services related to the removal, installation, maintenance, and cleaning of flooring materials.

The proposer's primary offering must be the flooring materials described in subpart 1.a above.

2. The primary focus of this solicitation is on Flooring Materials, with Related Supplies and Services. This solicitation should NOT be construed to include:
 - a. Indoor/outdoor athletic, recreational or sport surfaces; and
 - b. Offerings of "supply only", "services only", or "supply and services only" solutions.
3. This solicitation does not include those equipment, products, or services covered under categories included in the following contracts currently maintained by Sourcewell:
 - a. Athletic Surfacing RFP#0605718

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly

Sourcewell RFP #080819

Flooring Materials, with Related Supplies and Services

Page 3

operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$50 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING**A. REQUIREMENTS**

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."

- b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
- 2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;
- 3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
- 4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and

- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.

- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to "All" or "Closed." The solicitation status will automatically change to "Closed" after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members' use.
 - A Proposer's sales and service network to assure availability of product supply and coverage to meet Members' anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell's knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



7/2/2019

Addendum No. 1

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

The RFP on Page 3 item 2 & 3, mentions that this solicitation should not include Indoor/outdoor athletic recreational or sport surfaces.

Our company provides flooring for multiple applications within the Education segment, Classrooms, corridors, labs, cafeterias, common spaces etc., but also gymnasiums, weight rooms, indoor & outdoor tracks etc. Would we still be able to submit all of our products for consideration on this specific RFP?

Answer 1:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section III. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.



7/9/2019

Addendum No. 2

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

To show the supplier has a license to do business in each state, will an Assistant Secretary's Certificate signed by legal counsel suffice?

Answer 1: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

Question 2:

No. 28: Does Customer Service refer to account administration, flooring installation, claims (problems with installation), or to all of these?

Answer 2: It is left to the discretion of each proposer to determine and articulate their approach to customer service as it relates to the requested equipment, products, and services.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/9/2019, is required at the time of proposal submittal.



7/15/2019

Addendum No. 3

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will Sourcewell accept the submission of hyperlinks within the answers included in the response?

Answer 1:

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule (RFP Section V. D.), and all relevant information should be included in the proposal (RFP Section II., G.) It is left to the discretion of each proposer to determine the method it deems best suited to submit its relevant information in a timely fashion through the Sourcewell Procurement Portal.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/15/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. [#4]

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Section II, B 1a outlines that Sourcewell is looking for tile, hardwood, linoleum etc. We specialize in floor mats only. Is it okay to submit a bid with floor mats only, or do we have to bid on all items in the list?

Answer 1: Sourcewell relies on each prospective vendor to determine whether or not the requested equipment, products, or services as described in the RFP aligns with your business offerings. The Pre-Proposal Conference scheduled for July 19, 2019, may also be helpful to you in determining whether or not this opportunity is a fit for your organization.

Question 2:

When submitting Documents, the Marketing plan / Samples means we would have to include our product brochures?

Answer 2: It is left to the discretion of each proposer to determine the documentation necessary to best demonstrate their ability to serve Sourcewell members.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/16/2019

Addendum No. 5

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would we be allowed to add additional products even after the contract has been awarded?

Answer 1: Refer to Section 4, within the template Contract, for guidance related to the statement of product changes during the term of an awarded contract.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/16/2019, is required at the time of proposal submittal.



7/22/2019

Addendum No. 6

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

What is required if a proposer elects to propose a product that deviates from industry standard?

Answer 1:

Refer to RFP Section II. C. 2., for directions applicable to a proposer that proposes a product (or products) deviating from industry standard.

Question 2:

At what point would Sourcewell need to verify information or request clarification concerning equipment, products, or to produce samples? Would this take place before the due date?

Answer 2:

Any request for clarification, or request to provide samples, will occur after the RFP due date and before notification of award/non-award decisions.

Question 3:

Where products or services don't have a Manufacturer's Suggested Retail Price (MSRP). Are you asking that we provide the cost as well as the mark-up price we determine? Or, are you asking that we indicate what the retail price or list price we determine for all customers along with the contract price we would give you based on the volume of work?

Answer 3:

Refer to RFP Section III. A. - Requirements, for directions applicable to the pricing alternatives. It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 4:

Estimating the total cost and acquisition of proposed equipment, products, and services delivered and operational to its intended member's location? Are you asking us to provide a general price point/example of what we would charge for the shipping, handling, and securing of products, equipment, and services to a location?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach, including identification of costs that are not included in proposed product or service pricing, aligned with their business methods. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Is this contract inclusive of supplying to Canada, or is it optional?

Answer 5:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability to serve Sourcewell members in the United States and Canada.

Question 6:

Please provide us with an estimate of what a 1% or 2% Administrative Fee looks like; and must this fee accompany the contract upon acceptance of the award?

Answer 6:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose

an administrative fee that is consistent with its business and its industry. No administrative fee is due at the time of contract award.

Question 7:

Can we request a modification to the Contract terms, conditions, or specifications to determine whether or not it is relevant to our proposal?

Answer 7:

A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer may complete and submit the Exceptions to Terms, Conditions, or Specifications Form, which is found as the final Table of Step 1 in the proposal submission process. The contract template will be completed and sent to each awarded vendor, with inclusion of any exceptions stated in the proposer's Exceptions to Terms, Conditions, or Specifications Form that are acceptable to Sourcewell, with the award notification.

Question 8:

How we can check the boxes to indicate we have received Addendums 1-5 so that we are taken out of a withdrawn state.

Answer 8:

Each proposer will acknowledge review of each Addendum when completing Step 3 of the proposal submission process. If the response has been withdrawn due to the issuance of an addendum, the proposer must again complete Steps 1-5 to submit the proposal.

Question 9:

Our supply rates are exclusively for projects and clients in Canada, would this qualification be accepted?

Answer 9:

Each proposer is expected to complete the tables in Step 1, entitled "Ability to Sell and Service Nationwide" and "Value-Added Attributes", describing their ability serve

Sourcewell members in the United States and Canada. Proposals are evaluated based on the criteria stated in the RFP.

Question 10:

Would we lose points or risk potentially being rejected should we also offer another range of flooring products that falls in the athletic surfaces category but also offer a multipurpose use? For example, a gymnasium floor that can also be installed in multipurpose rooms or corridors.

Answer 10:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation. Proposals are evaluated based on the criteria stated in the RFP.

Question 11: Is there a suggested outline to categorize, or do we produce our own from which a sub-category may derive?

Answer 11:

Each proposer may determine whether a sub-category descriptor (or descriptors) applies to the products, equipment and services offered in the proposal and include those details (if any) in the response to question 17.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/22/2019, is required at the time of proposal submittal.



7/26/2019

Addendum No. 7

Solicitation Number: RFP#080819

Solicitation Name: Flooring Materials with Related Supplies and Services

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell looking for pricing to be submitted in both US and Canadian Dollars? Or will you accept a price list in US dollars with the understanding it will be converted to Canadian upon request at current exchange rates?

Answer 1:

Refer to RFP Section III. A. 3. – Pricing Requirements, for directions applicable to pricing for Proposers intending to sell in Canada.

End of Addendum

Acknowledgement of this Addendum to RFP#080819 distributed via email and posted to the Sourcewell Procurement Portal on 7/26/2019, is required at the time of proposal submittal.



Solicitation Number: 080819 CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E. Walnut Avenue, Dalton, GA 30721 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

For clarification and avoidance of doubt, this Contract entirely supersedes and replaces the prior Contract version, signed on October 8, 2019.

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Member in advance, Equipment or Products must be delivered as operational to the Member's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

- B. LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.
- C. WARRANTY.** Vendor warrants that all Equipment, Products, and, subject to the applicable generally-published manufacturer's limited product warranty, Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
- D. DEALERS AND DISTRIBUTORS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized Distributors/Dealers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

Regardless of the payment method chosen by the Member, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Member at the time of purchase.

When providing pricing quotes to Members, all pricing quoted must reflect a Member's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Member's requested delivery location.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Members. Members reserve the right to inspect the Equipment and Products at a reasonable time after delivery where

circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

- B. **SALES TAX.** Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Contract.
- C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Members.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, Sourcewell will approve all Equipment, Product, and/or Service price increases without limitation if attributable to a material change to applicable duties, taxes, tariffs, similar charges, or other government action, and Sourcewell will use commercially reasonable efforts to expedite the effective implementation of such price increase. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

- ☐ Identify the applicable Sourcewell contract number
- ☐ Clearly specify the requested change
- ☐ Provide sufficient detail to justify the requested change
- ☐ Individually list all Equipment, Products, or Services affected by the requested

change, along with the requested change (e.g., addition, deletion, price change)

- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and, where appropriate, will use commercially reasonable efforts to encourage potential members to join Sourcewell, unless such potential member is already a member of another group purchasing organization or similar organization. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members and/or their authorized purchasing agent, contractor, or similar designee shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for

any unpaid invoice of any Member.

- B. ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.
- C. PERFORMANCE BOND.** If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
- D. SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcwell, including its agents and employees, will not be made a party to a claim for breach of such agreement.
- E. TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:
1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
 2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
 3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.
- F. GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

- A. PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcwell for this Contract and must provide prompt notice to Sourcwell if that person is changed. The Account Representative will be responsible for:
- ☐ Maintenance and management of this Contract;
 - ☐ Timely response to all Sourcwell and Member inquiries; and
 - ☐ Business reviews to Sourcwell and Members, if applicable.
- B. BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to members, pricing and

contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

- A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made). Except to the extent applicable law deems the Report and its underlying information public or requires its disclosure, the foregoing will be limited by Vendor's applicable confidentiality obligations, including without limitation any contractual obligations to Members.

The Report must contain the following fields:

- ☐ Customer Name (e.g., City of Staples Highway Department);
- ☐ Customer Physical Street Address;
- ☐ Customer City;
- ☐ Customer State;
- ☐ Customer Zip Code;
- ☐ Customer Contact Name;
- ☐ Customer Contact Email Address;
- ☐ Customer Contact Telephone Number;
- ☐ Sourcewell Assigned Entity/Member Number;
- ☐ Item Purchased Description;
- ☐ Item Purchased Price;
- ☐ Sourcewell Administrative Fee Applied; and
- ☐ Date Purchase was invoiced/sale was recognized as revenue by Vendor.

- B. **ADMINISTRATIVE FEE.** In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to

ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

Sourcewell is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees brought against Sourcewell or its Member by a third party to the extent, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

- A. Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

- A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. MARKETING. Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. ENDORSEMENT. The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. **Notification.** The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. **Escalation.** If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than sixty (60) calendar days, unless otherwise approved in writing, to cure an outstanding issue or, in the event such issue cannot be cured within sixty (60) calendar days, to take material steps to cure such issue, provided that Vendor must continue to diligently pursue such cure until complete.
3. **Performance while Dispute is Pending.** Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue

without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- ☐ Exercise any remedy provided by law or equity, or
- ☐ Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. Workers' Compensation and Employer's Liability.

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. Commercial General Liability Insurance. Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for Products-Completed operations
\$2,000,000 general aggregate

3. **Commercial Automobile Liability Insurance.** During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. **Umbrella Insurance.** During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. **Network Security and Privacy Liability Insurance.** During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs

operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. **CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387).** Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. **DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).** A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in

the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is

a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

[
Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D08489
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 10/30/2019 | 8:29 AM CDT

Shaw Industries, Inc.

DocuSigned by:
By: Darrien Munroe
48D7E2B2A6BA405
Darrien Munroe
Title: Contract Specialist
Date: 11/1/2019 | 7:42 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC
Chad Coauette
Title: Executive Director/CEO
Date: 10/30/2019 | 8:31 AM CDT

RFP#080819 - Flooring Materials with Related Supplies and Services

Vendor Details

Company Name: Shaw Industries, Inc.
Does your company conduct business under any other name? If yes, please state: Shaw Contract, Patcraft
Address: 616 East Walnut Avenue
Dalton, 30721 GA
Contact: Brande Poulnot
Email: brande.poulnot@shawinc.com
Phone: 770-387-7284
Fax: 770-387-7856
HST#: 35-2162582

Submission Details

Created On: Monday June 17, 2019 15:26:31
Submitted On: Thursday August 08, 2019 15:00:07
Submitted By: Chaz Wolfenbarger
Email: chaz.wolfenbarger@shawinc.com
Transaction #: 0644f85d-f95f-4d53-9a23-6fb9a5a93f35
Submitter's IP Address: 104.129.206.83

Specifications**Proposer Identity & Authorized Representatives**

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Shaw Industries, Inc.
2	Proposer Address:	616 E. Walnut Ave. Dalton, GA 30721
3	Proposer website address:	www.shawinc.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Robert M. Chandler, Executive Vice President, Commercial Division bob.chandler@shawinc.com 706.532.3470 616 E. Walnut Ave. Dalton, GA 30721
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Randa Thayer, VPSA, Government randa.thayer@shawinc.com 770-241-0910 616 E. Walnut Ave. Dalton, GA 30721
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Karen Kramer, VPSA, Government karen.kramer@shawinc.com 206-437-1540 616 E. Walnut Ave. Dalton, GA 30721

Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Shaw started in 1946 as Star Dye Company and transitioned to carpet manufacturing in 1967. Shaw emerged as a public company in 1971. Throughout the next decade, our strategy was to build a vertical supply chain so we could control our quality from start to finish. By 1989, we were the largest carpet manufacturer in the world. Because of our dominant market share, strong management team, innovative thinking, and quality performance, Berkshire Hathaway acquired us in 2001. Today, we are a full-service flooring company with 22,000 employees around the globe and products for every flooring category, including broadloom, carpet tile, resilient, hardwood, laminate, and tile and stone flooring products and synthetic turf. Our key values are honesty, integrity, and passion.
8	Provide a detailed description of the products and services that you are offering in your proposal.	We are providing products and installation services for those products. Additionally, we will be offering maintenance services through SOILD. Our products include broadloom, carpet tile, resilient, engineered wood, and hardwood.
9	What are your company's expectations in the event of an award?	We would meet with your staff to finalize the marketing plan and reporting. We want you to be comfortable with our staff and plan going forward.
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We are a subsidiary of Berkshire Hathaway. Attached is Berkshire's annual report. In addition, we are happy to provide our Shaw specific financials upon receipt of a non-disclosure agreement from you. An NDA is attached for your signature.
11	What is your US market share for the solutions that you are proposing?	(Requested) Our US market share for commercial products is: Broadloom Carpet Tile Resilient Wood
12	What is your Canadian market share, if any?	(Requested) Our Canadian market share for commercial products is: Broadloom Carpet Tile Resilient Wood
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Shaw is primarily a manufacturer of floorcovering products. We also provide installation services for those products. We have 22,000 employees globally involved in all aspects of production and sales. We have 300 sales representatives in the US and Canada who are employees. We also have an inhouse service team. The only services we outsource are installation and maintenance, although we manage their work through our Shaw Integrated Solutions division.
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Shaw has business licenses in each of our locations. When we hire an installation company, we vet their licenses.
16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	There are none.
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	There are none.

Industry Recognition & Marketplace Success

Line Item	Question	Response *
18	Describe any relevant industry awards or recognition that your company has received in the past five years	<p>Patcraft</p> <p>2019:</p> <ul style="list-style-type: none"> - Best of Neocon Gold - Deconstructed Felt - Carpet Modular - Best of Neocon Gold - Handloom - Resilient - Metropolis Likes for Handloom - Buildings' Product Innovation for Deconstructed Felt - Interior + Sources HiP award for Subtle Impressions. - Coverage In Contract, Metropolis, Specify, Interior Design, Interiors + Sources, Archiproducts, Floor Covering News, Floor Covering Weekly, Floor Trends Magazine, Floor Focus, Green Operations, McMorro Reports, and Office Insight. <p>2018:</p> <ul style="list-style-type: none"> - Adex Platinum - Deconstructed Metal - Adex Platinum - Material Paradox - Adex Platinum - Subtractive Layers - Adex Gold - AdMix - Adex Gold - Isle of Skye - MetropolisLikes - Artefact - Best of NeoCon Silver - Dichroic - Carpet Modular - School Planning & Management and College Planning and Management New Product of the Year - Tangible Hue - Interior Design Best of Year Awards Honoree - Dichroic - HiP Honoree Manufacturer: Seller - Megghan Hoyt - HiP Honoree Workplace: Flooring: Hard Surface - Woodtone - Product Innovations Merit Award (2nd Place) - Artefact - Davey Award (Silver) Websites-Construction for Websites - Shaw Sound Advisor <p>2017:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Hardsurface - Subtractive Layers - Buildings Product Innovation Grand Award (1st place) - Subtractive Layers - HiP Product Designer "Rising Star" - Kelly Stewart <p>2016:</p> <ul style="list-style-type: none"> - Best of Neocon Silver - Healthcare - AdMix - Floor Covering Weekly's GreenStep Awards Honoree - Deconstructed Black - Nightingale Silver - Hard Surface - AdMix - Nightingale Silver - Resilient - Vinings <p>Shaw Contract</p> <p>2019:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition - Best Carpet/Rugs - Community -Contract's Best of NeoCon Award - Silver, Modular Flooring - Suited - Mixology Award - Product of the Year, Flooring - Inside Shapes - IIDA GlobalShop Product Design Competition - Best Flooring - Natural Choreography <p>2018:</p> <ul style="list-style-type: none"> - Metropolis Likes - Haven - Contract's Best of NeoCon Award - Gold, Modular Flooring - Haven - Healthcare Design's Nightingale Award - Gold, Modular Flooring - Haven - Interior Design Magazine HiP Award - Best Workplace Flooring - Inside Shapes - Interior Design Magazine's Best of the Year Award - Carpet - Inside Shapes - Dezeen's Product Award Longlist - Inside Shapes - IIDA/HD Product Design Competition - Best Resilient Flooring - Natural Choreography - Contract's Best of NeoCon Award - Silver, Hard Surface - Natural Choreography - Healthcare Design's Nightingale Award - Silver, Hard Surface - Natural Choreography - GlobalShop's Best Flooring and Best of Competition - Canvas <p>2017:</p> <ul style="list-style-type: none"> - IIDA/HD Product Design Competition Winner - Best in Flooring - Carpet - Off the Grid <p>2016:</p> <ul style="list-style-type: none"> - Best of NeoCon Silver Award - Carpet Broadloom - Modern Edit - NeoCon Editor's Choice Award - LVT - Modern Edit - Best of NeoCon Gold - Compose Design Tool - Architizer Award - The Studio/Painting - The Sleep Event BCFA - Product of the Year Award - Noble Materials - GlobalShop Best of Flooring - Noble Materials <p>In 2019, Shaw Industries as a whole was ranked #3 on Forbes list for the Best Employers in the state of Georgia. We also made the Official Shipper of the Choice list in 2019.</p> <p>Corporate awards in 2017 are:</p> <ul style="list-style-type: none"> - GE Ecomagination Leadership Award-Clear Path Recycling - GE Return on Environment Award-Clear Path Recycling - Sustainable Purchasing Leadership Council (SPLC) 2017 Purchasing Leadership Awards

		<ul style="list-style-type: none"> — Market Transformation Leadership Award — Supplier Leadership Award - Floor Covering News Awards of Excellence - Environmental Leadership Award - USGBC LEED Gold: Shaw Contract - New York Showroom - USGBC LEED Silver: Shaw Contract - Atlanta Showroom - Selling Power magazine - 50 Best Companies to Sell For - eLearning! magazine - Learning 100 - Training magazine - 2017 Training Top 125
19	What percentage of your sales are to the governmental sector in the past three years	2016: 7.9% 2017: 8.8% 2018: 9.1%
20	What percentage of your sales are to the education sector in the past three years	2016: 16.8% 2017: 18.1% 2018: 20.2%
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We are currently on contract with Sourcewell as well as 6 other cooperatives.</p> <p>KCDA Keystone Purchasing Network - KPN Massachusetts Higher Education Consortium - MHEC Panhandle Area Educational Consortium - PAEC Purchasing Association of Cooperative Entities - PACE Purchasing Cooperative of America - PCA</p> <p>We have the following state contracts which are: Kentucky, Massachusetts, Pennsylvania, Virginia, Alaska, Arizona, California, Colorado, Connecticut, Delaware, Florida, Iowa, Kansas, Louisiana, Michigan, Minnesota, Mississippi, Missouri, Nevada, New Jersey, New York, North Carolina, Ohio, Oregon, South Dakota, Tennessee, Utah, Vermont, Washington, and West Virginia.</p> <p>Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.</p>
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>We have the following Government Purchasing Contract:</p> <p>GSA</p> <p>Our client information is confidential. We do not share their sales numbers. In turn, we would not share Sourcewell's numbers.</p>

References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *
Department of Management Services, Florida	Victoria Mitchell victoria.mitchell@dms.myflorida.com	850.921.6014
Cabarrus County	Monty Eudy mdeudy@cabarruscounty.us	704.920.3216
City of Port St. Lucie	Wendy Ritacco writacco@cityofpsl.com	772.873.6367

Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Sourcewell	Government	Minnesota - MN	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
GSA	Government	District of Columbia - DC	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Oregon	Government	Oregon - OR	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
State of Ohio	Government	Ohio - OH	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential
NASPO	Non-Profit	Kentucky - KY	Flooring Material and Full Turnkey material and installation services.	Confidential	Confidential

Ability to Sell and Deliver Service Nationwide

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
25	Sales force.	We have more than 500 highly trained sales professionals throughout the US and Canada. Our qualified professionals are strategically located to best support our customers. They are equipped to provide our customers with best-in-class design, product, and overall customer support.
26	Dealer network or other distribution methods.	Your members will have easy access to products. We sell directly to customers or through dealers. We currently do business with thousands of dealers in the US and Canada.
27	Service force.	Surveys in Floor Focus rank Shaw as number one in service. Service is generally provided by our sales team; however, we have a technical services team of 39 employees, 18 of which can provide on-site support. These technical experts provide testing, installation support, and maintenance support.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our sales and technical service teams typically respond within 24 hours. We have general manufacturing times of carpet in 4 weeks, carpet tile in 6 weeks and resilient with no lead time (products are in stock). Standard delivery is typically within 5 days. When an order is placed, our customer service representatives provide specific delivery dates. As a vertically integrated company, we own and operate the largest private trucking fleet in the flooring industry. Additionally, we have hundreds of services providers throughout the U.S. These vital resources help us to meet our service goals.
29	Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.	We service all areas.
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will serve all sectors.
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	We do not provide installation or maintenance services in US territories.

Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Setting the correct price is a key part of our strategy: too low and our sales team is not motivated to sell, too high and our customers are not properly served. So we think very carefully about our pricing. Because we are the largest carpet manufacturer and one of the largest flooring manufacturers, we manage many contracts and understand what works. We have three brands on your contract and each has a marketing manager. Kieren Corcoran with Patcraft, Michelle Carpenter with Shaw Contract and Quentin Quathamier with Philadelphia Commercial will develop and implement the marketing plan for the Sourcewell contract. First, operationally, your contract will be available on our internal site 24/7 for our sales representatives to use and updated in all of our data systems. Then, our main marketing avenues are web calls, email blasts, Facebook, Twitter, Pinterest, Instagram, YouTube, flyers, and trade shows. Attached are some marketing materials we have used in the past.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We will consider all of our social media channels for your marketing plan: email blasts, Facebook, Twitter, Pinterest, Instagram, and YouTube. We track metadata for our media marketing outlets to determine our most effective messaging content.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We have been very pleased with our relationship. We appreciate your flexibility and responsiveness. This is the most important thing you bring to the sales process. As you know, we manage many contracts. You are one of our oldest and largest buying cooperatives and our sales representatives are already familiar with your contract. Your contract and marketing material will be available on-line for our sales teams. We will host a web call with our representatives outlining the contract, presenting the marketing materials and answering questions. Shaw's three marketing managers will alert sales representatives when we attend trade shows so they can participate. The marketing managers will be available to assist representatives with any questions along the way.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, your members can order through EDI.

Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We have the most robust service team in the industry. We provide free installation and maintenance training to Sourcewell Members. First, we provide written instruction. Second, we provide video instruction. This is particularly helpful when bringing on new staff. Finally, we can arrange for on-site training.
37	Describe any technological advances that your proposed products or services offer.	Our EcoWorx carpet tile is PVC free, which is important to those members reducing their dependence on PVC. Our LokDots dry adhesive tabs make installation quicker and there is less waste than with wet adhesive. LokWorx dry adhesive tabs allow members to build their own rugs with carpet tile, a popular option for those installing hard surface flooring to reduce the noise. We offer a new wet adhesive that members can use for carpet or resilient flooring, and the pail is resealable. It can be reused up to 3 times. This saves storage space and simplifies the installation process. Our new, lightweight, StrataWorx carpet tiles are well suited when your members need a carpet tile at a broadloom price.
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>Our company green initiatives are:</p> <ul style="list-style-type: none"> - Products designed to be recyclable and to use less material - Manufacturing processes that continually reduce our impact on the environment - less water, less energy, and less waste. - Simple recycling services for our customers <p>Our progress is reported annually in our sustainability report at https://shawinc.com/Newsroom#Sustainability-Reports.</p> <p>Our carpet tile manufacturing facilities are ISO 14001 certified (environmental) and ISO 9001 certified (quality) by BSN. (environmental and quality respectively). Our commercial manufacturing facilities are carbon neutral.</p> <p>To help our customers assess our products, we provide:</p> <ul style="list-style-type: none"> *Health Product Declarations (health impact) *Environmental Product Declarations (environmental impact) *Declare Labels (showing our ingredients)
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>Our product certifications include:</p> <ul style="list-style-type: none"> *Cradle to Cradle Certification by the Innovation Institute (carpet) *NSF 140 certification from ANSI (carpet) *Green Label Plus (air quality) from The Carpet and Rug Institute *FloorScore certification from SCS Global Services (for resilient) *SmartWay certification for the efficient use of fuel
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As a private company owned by a corporation Berkshire Hathaway, we do not qualify as a minority enterprise.
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	Dealers, designers and facility managers consistently rank Shaw's service and quality as the best in the industry. Our products are on the cutting edge of innovation and the 35 people in our service division are available to answer questions, provide testing or arrange training.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	We provide Sourcewell agencies in Canada with the same level of service as the US with the exception of installation services.

Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	Yes, we offer detailed warranties on each of our products, including lifetime warranties on our EcoWorx tile products. We also provide a workmanship warranty for our installation services.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Yes, you must install the product according to instructions and you must maintain the products according to maintenance instructions. These instructions are available on the website, through the dealer, and through our customer service department.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We cover the warranty service for all of the products we sell.	*
48	What are your proposed exchange and return programs and policies?	If you cancel your running line product prior to shipping, there is no restock or cancellation fee. If your order has shipped, you will incur restocking and freight fees. For broadloom under 75 feet, the charge is 25% of the invoice plus freight. For broadloom over 75 feet, the charge is 15% of the invoice plus freight. For carpet tile, the charge is 25% plus freight. If we ship products in error or with defective material, your products will be returned at no charge. We will replace your order as soon as possible. If there are special circumstances related to the cancellation, we will work with you to minimize costs.	*
49	Describe any service contract options for the items included in your proposal.	We are only offering products in this proposal.	*

Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	Net 30
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	No.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	<p>We have a comprehensive ordering process for each type of flooring transaction: Material-only orders, Turnkey orders, and Dealer Material-only orders. The process for each of these is as follows:</p> <p>Material ONLY orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, and Adhesive. SIS - creates a proposal and sends it to the customer / end-user for review. If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped to the customer. SIS - Customer is invoiced and pays SIS per the invoice.</p> <p>Turnkey orders Customer emails SIS with order request listing: Customer Information, Bill to address, Job name, Shaw Product, Adhesive. (The Installation vendor can send this as well if they are working directly with the customer) Installation Vendor provides labor quote SIS - creates a turnkey proposal and sent to the Customer / End-user If the customer accepts the proposal, the customer will need to issue a formal purchase order back to SIS. SIS - processes the order and emails customer and installer with stock/backorder information, along with an order confirmation and live order tracking link. Material is shipped out to the Installation Vendor or customer. (Depends on storage at the job site) SIS - work order and customer work release forms are sent to installation vendor When the job is completed, the signed work order and customer work release are sent to SIS SIS - pays the installation vendor SIS - send the customer is invoiced and pays SIS per the invoice.</p> <p>Dealer Material ONLY The dealer sends the customer proposal for material and labor services (if needed). The dealer sends SIS a PO for "material only" (This is for reporting to Sourcewell) (Dealer must sign a dealer participation agreement, if one is not on file, SIS will provide) Dealer PO must have the following information: - Sourcewell Member number and member name - Shaw Industries Contract # 121715 SIS processes the order and emails the dealer with stock/backorder information, along with an order confirmation and live order tracking link. Dealer is invoiced for Shaw material.</p> <p>We have four SIS points of contacts for different regions: - Melanie Taylor - Southeast, South Central, West Coast, HI & AK o Email: melanie.taylor@shawinc.com o Phone: 770-276-7502 - Rosio Hernandez - North Central, Northeast, and Northwest o Email: rosio.hernandez@shawinc.com o Phone: 770-276-7511 - Crystal Zachery - New York & Florida o Email: crystal.zachery@shawinc.com o Phone: 706-276-7509 - Farrah Finley - Canada o Email: farrah.finley@shawinc.com o Phone: 770-276-7505</p>
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, we do accept a P-card. There is a fee of 2%

Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are providing line-item discounts. On our submittal, we show the list price, the discount, and the agency price. We do show the product name and number but not a specific SKU. An SKU would be specific to the color level.
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Our discount is per item and on our pricing sheet, we show that discount percentage.
56	Describe any quantity or volume discounts or rebate programs that you offer.	We are not offering any quantity or volume discounts on this contract; however, it is a not-to-exceed price. On a case by case basis, we would extend a volume discount. That number varies based on the specific product, location, and delivery requirements.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If we source items for your members, there is no charge. If we source services, which are more involved, we charge our customer cost plus 12%.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	This price is direct to your member. It does not include dealer handling cost, freight or taxes.
59	If freight, delivery, or shipping is an additional cost to the Sourcewell Member, describe in detail the complete freight, shipping, and delivery program.	Freight costs are not included in the member price and will be listed separately on purchase orders and invoices. Freight costs will be fully disclosed to your member prior to order placement and will be prepaid by the Contractor.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shaw uses partner carriers to deliver to Hawaii, Alaska, and Canada. For Hawaii customers, our Los Angeles distribution center delivers the product to our partner's dock and is shipped twice a week. For Alaska customers, our Seattle distribution center delivers the product to our partner's dock and ships twice weekly to Alaska. Shaw ships to Canada daily from our North Georgia hub distribution centers using our core partner carrier which has terminals in all major cities in Canada.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For customers on the west coast, we can offer rail delivery which is likely less expensive but may not be as timely.

Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Darrien Munroe is your contract administrator and he verifies that the information submitted by our Shaw Integrated Solutions Team is correct.
64	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	2%

Industry Specific Questions

Line Item	Question	Response *
65	Describe how your products contribute to or promote the health, quality of life and well-being of our members and others.	We show our members how our products contribute to health, quality of life and wellbeing by certifying our products to the highest levels, including: Cradle to Cradle Certification (life cycle certification for carpet) NSF 140 certification (life cycle certification for carpet) Green Label Plus certification (low emissions for carpet) FloorScore certification (life cycle and low emissions for hard surface) For transparency, we also provide Health Product Declarations, Environmental Product Declarations and Declare labels for our products. These certifications are listed on our specifications.
66	Describe your capability to track and report sales to Sourcewell members by your dealer network.	Our sales team will work with your members to ensure that all of their orders go through Shaw Integrated Solutions (SIS). This team of 5 people ensures that the order is coded to Sourcewell. After this information is captured, SIS routes the order to: - the dealer as an order to the dealer to receive and deliver - Shaw as a direct order delivered to the member - Shaw as a turnkey project managed by SIS where the Shaw entity supplies material and installation.
67	Describe how your organization incorporates sustainability into the manufacture, installation and recycling of your products?	Shaw begins with the end in mind. We design our products on the front end to use less material and to be easier to recycle. Our manufacturing processes are continually refined to use less water, less energy and to produce less waste. We report this progress annually in our sustainability report which is available at https://shawinc.com/Newsroom#Sustainability-Reports
68	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco labeled, rated or certified).	Reporting is managed by Darrien Munroe. Darrien pulls the data and formats it for your reports. We can report purchases of environmentally preferred products; however, that includes most of our products.
69	Describe the extent to which your products contain recycled content or are recyclable.	All of our EcoWorx products are recyclable. They contain 27-47% recycled content. Our other broadloom carpet products contain up to 14% recycled content. The exact numbers are reflected on our specifications. LVT and vinyl sheet have no recycled content and are not recyclable. Wood products contain up to 50% recycled content and can be recycled. Tile and stone have no recycled content and are not recyclable; however, they are made from a plentiful natural resource. Sustainability metrics have moved away from recycled content because recycled content can introduce contaminants and the reclamation market is weak. The emphasis today is on healthy materials.

Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
1st paragraph	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and [Name and Address of Vendor to be Inserted Upon Contract Award] (Vendor).	This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Shaw Industries, Inc., 616 E.Walnut Avenue, Dalton, GA 30721 (Vendor).
Section 2C	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.	C. WARRANTY. Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and, subject to the applicable generally-published manufacturer's limited product warranty, are free from defects in design, materials, and workmanship. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, VENDOR MAKES NO OTHER WARRANTIES FOR ANY EQUIPMENT, PRODUCTS, SERVICES, OR MATERIALS PROVIDED UNDER THIS AGREEMENT AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR USE.
Section 3(B)	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity.	B. SALES TAX. Each Member is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, Members must indicate if it is a tax-exempt entity. Unless exempt, Members shall be responsible for all applicable taxes arising from the provision of Products, Equipment, or Services under this Agreement.

Section 4	Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:	Vendor may request Equipment, Product, Service, or price changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. Sourcewell's approval of such requests shall not be unreasonably withheld. Notwithstanding anything herein to the contrary, all Equipment, Product, and/or Service prices are subject to Immediate Increase without limitation in the event of a material change to applicable duties, taxes, tariffs, similar charges, or other government action. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:
Section 5(A)	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.	Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.
Section 6(A)	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.	A. PURCHASE ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members shall be solely responsible for noting the applicable Sourcewell contract number on all purchase orders. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.
Section 6(B)	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.	B. ADDITIONAL TERMS AND CONDITIONS. Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements.
Section 6(C)	C. PERFORMANCE BOND. If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.	C. PERFORMANCE BOND. If reasonably requested by a Member, Vendor may provide a performance bond that meets the requirements set forth in the Member's purchase order.
Section 8(A)	*A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).	*A. CONTRACT SALES ACTIVITY REPORT. Subject to any applicable confidentiality obligations, including without limitation any contract obligations to Members, each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

Section 8(B)	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all Items purchased under this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date."</p>	<p>"B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members under this Contract. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total net sales of all Equipment, flooring Products, and Services purchased by Members under this Contract during each calendar quarter, less any applicable taxes, freight, fees, and discounts and less amounts attributable to any Services, freight, delivery installation, unpaid invoices, returned Products or materials, or credits issued. Orders under this Contract will only be eligible for the administrative fee if the Member notes the applicable Sourcewell contract number on the purchase order when submitting such purchase order. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.</p> <p>Vendor agrees to reasonably cooperate with Sourcewell in auditing transactions under this Contract to solely to the extent necessary to verify that the administrative fee is paid on all eligible Items purchased under this Contract in accordance with the terms of this Contract.</p> <p>In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.</p> <p>Any Products, Equipment, or Services sold under this Contract will not be eligible for the Administrative Fee if subject to any other rebate or group purchasing organization administrative fee. Sourcewell s is solely responsible for notifying any Member or other entity participating hereunder of its Administrative Fee and for complying with all laws and regulations related or applicable to such Administrative Fee. "</p>
Section 11	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this Indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>	<p>Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, brought against Sourcewell or its Member by a third party to the extent arising out of the negligent performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.</p>
Section 12	<p>Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p>	<p>"Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor pursuant to this Contract solely to the extent necessary to verify Vendor's compliance with its obligations hereunder for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.</p> <p>Sourcewell and its Members agree to receive and hold Confidential Information of Vendor in trust and in strictest confidence and shall not use, reproduce, distribute, disclose, or otherwise disseminate any Confidential Information except 1) as necessary to perform its obligations hereunder or 2) as required by applicable law. Disclosures of the Confidential Information may be made only to Sourcewell or its Member's employees and agents who have a specific need to know such Confidential Information and are subject to confidentiality restrictions at least as restrictive as those contained herein. "Confidential Information" means all disclosures under this Section 12 or Section 8 as well as any non-public, confidential or proprietary information of Vendor, disclosed to Sourcewell or its Member through any method or medium, whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract. Upon Vendor's request, Sourcewell or its Member shall promptly return or destroy all documents and other materials containing Confidential Information. The obligations and restrictions of this Section shall survive the expiration or earlier termination of the Agreement."</p>

Section 14	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.	As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the authorized use of any Equipment or Products by Sourcewell or its Members in accordance with their applicable specifications supplied by Vendor under this Contract in violation of applicable patent or copyright laws.
Section 19(A)(2)	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.	2. Escalation. If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have not less than ninety (90) calendar days to cure an outstanding issue or default identified under Section 19(B).

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - 2018 Berkshire Hathaway Inc.pdf - Friday August 02, 2019 14:29:07
- [Marketing Plan/Samples](#) - Marketing Plan.pdf - Wednesday August 07, 2019 15:41:29
- [WMBE/MBE/SBE or Related Certificates](#) (optional)
- [Warranty Information](#) - SC PC PCC Warranties - .pdf - Wednesday August 07, 2019 10:47:26
- [Pricing](#) - Shaw Soucewell Pricing 8-9-19.xlsx - Thursday August 08, 2019 14:59:00
- [Additional Document](#) - Sourcewell Exception . Modification (Shaw 8.2).xlsx - Thursday August 08, 2019 11:41:09

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation.
- Robert Chandler, Executive Vice President, Commercial Division

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_RFP080819_Flooring Materials with Related Supplies and Services Fri July 26 2019 02:21 PM		--
Addendum_6_Flooring Materials with REalted Supplies and SERVICES_RFP080819 Mon July 22 2019 01:46 PM		--
Addendum_5_Flooring Materials with RElated Supplies and Services_RFP080819 Tue July 16 2019 04:11 PM		--
Addendum_4_Flooring Materials with Related Supplies and Services_RFP_080819 Tue July 16 2019 08:49 AM		--
Addendum_3_Flooring Materials with Related Supplies and Services_RFP_080819 Mon July 15 2019 03:56 PM		--
Addendum_2_Flooring Materials with Related Supplies and Services_RFP_080819 Wed July 10 2019 03:01 PM		--
Addendum_1_Flooring Materials with Related Supplies and Services_RFP#_080819 Tue July 2 2019 03:34 PM		--



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

TEL: 410-632-5623
 FAX: 410-632-1753

DIVISIONS

MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

ROADS
 TEL: 410-632-2244
 FAX: 410-632-0020

SOLID WASTE
 TEL: 410-632-3177
 FAX: 410-632-3000

FLEET MANAGEMENT
 TEL: 410-632-5675
 FAX: 410-632-1753

**WATER AND
 WASTEWATER**
 TEL: 410-641-5251
 FAX: 410-641-5185

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: June 28, 2022
SUBJECT: FY23 – Purchase of Cab Tractor w/ Boom Attachment
 Public Works Roads Division

Public Works Roads Division is requesting Commissioner approval to purchase a 2022 John Deere 6120M Cab Tractor (\$111,155.25) with a 2022 25' Alamo Machete Boom Attachment (\$108,273.41) totaling \$219,428.66. \$262,052.00 was approved in the FY23 operating budget heavy equipment account 100.1202.9010.070. The purchase of this cab tractor with mower attachment will replace one (1) 1999 John Deere Tractor with 2015 Hardee Mower Attachment (#152) the County currently operates.

The quote for the cab tractor reflects the Maryland State Contract 001B0600298 which is accompanied by a \$37,051.75 pricing discount which is designed to give government agencies the opportunity to purchase equipment at a substantial savings in an efficient time frame. Attached is a proposal from John Deere. The quote for the boom attachment reflects the competitively bid Sourcewell Contract AI 070821-AGI which is accompanied by a \$17,297.85 pricing discount. Attached is a proposal from John Deere.

The purchase of this cab tractor with mower attachment is essential in the daily operations within the Roads Division in order to help with cutting back limbs from roadside and ditch banks and clearing sight line issues at intersections.

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

Attachments

cc: Christopher Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent



JOHN DEERE

ITEM 14

Atlantic Tractor
We Live It

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

Quote Summary

Prepared For:

WORCESTER CNTY ROAD DEPT SHOP
5764 WORCESTER HWY
SNOW HILL, MD 21863
Business: 410-632-2244
klynch@co.worcester.md.us

Delivering Dealer:

Atlantic Tractor LLC
Gary Yorton
31415 John Deere Drive
Salisbury, MD 21804
Phone: 410-860-0676
gyorton@atjd.net

Quote ID: 26887117
Created On: 13 June 2022
Last Modified On: 13 June 2022
Expiration Date: 12 July 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6120M Cab Tractor	\$ 148,207.00	\$ 111,155.25 X	1 =	\$ 111,155.25
Contract: MD State of Maryland 001B0600298 (PG YL CG 22)				
Price Effective Date: June 12, 2022				
Equipment Total				\$ 111,155.25

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 111,155.25
Trade In	
SubTotal	\$ 111,155.25
Est. Service Agreement Tax	\$ 0.00
Total	\$ 111,155.25
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 111,155.25

Salesperson : X _____

Accepted By : X _____

Confidential

**JOHN DEERE****ITEM 14**

Selling Equipment

Atlantic Tractor
We Live It

Quote Id: 26887117

Customer Name: WORCESTER CNTY ROAD DEPT SHOP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net**JOHN DEERE 6120M Cab Tractor**

Hours:

Suggested List *

Stock Number:

\$ 148,207.00

Contract: MD State of Maryland 001B0600298 (PG YL CG 22)

Selling Price *

\$ 111,155.25

Price Effective Date: June 12, 2022

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4297L	6120M Cab Tractor	1	\$ 125,351.00	25.00	\$ 31,337.75	\$ 94,013.25	\$ 94,013.25
Standard Options - Per Unit							
183E	JDLink™ Modem	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
185A	Less Subscription	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	No package	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1554	AutoPowr™ Infinitely Variable Transmission (IVT™) - 40 km/h	1	\$ 11,529.00	25.00	\$ 2,882.25	\$ 8,646.75	\$ 8,646.75
1755	No ISOBUS Ready / GreenStar™ Ready	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1950	Less Application	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2085	6M Cab - Standard Cab with RH Console	1	\$ 3,210.00	25.00	\$ 802.50	\$ 2,407.50	\$ 2,407.50
2142	Standard Seat	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2511	Mirrors - Manual Telescopic	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2664	Premium Radio	1	\$ 1,056.00	25.00	\$ 264.00	\$ 792.00	\$ 792.00
3223	Hydraulic Pump - 114 l/min	1	\$ 2,064.00	25.00	\$ 516.00	\$ 1,548.00	\$ 1,548.00
3319	2 Mechanical SCVs (2 SCVs 200 Series)	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3810	Rear PTO - 540 rpm	1	\$ -947.00	25.00	\$ -236.75	\$ -710.25	\$ -710.25
4120	Draft Links with Telescopic Ball End - Category 2	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00

**JOHN DEERE****ITEM 14**

Selling Equipment

Atlantic Tractor
We live it.

Quote Id: 26887117

Customer Name: WORCESTER CNTY ROAD DEPT SHOP

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
410-860-0676
admin.cly@atjd.net

4421	Stabilizer Bars - Adjustable Both Sides	1	\$ 722.00	25.00	\$ 180.50	\$ 541.50	\$ 541.50
5010	Flange-Type Rear Axle	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Adjustable Steel Wheels (Steel Disk)	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5221	Rear Wheels Size 420/85R38	1	\$ 462.00	25.00	\$ 115.50	\$ 346.50	\$ 346.50
5999	Rear and Front Tire Brand - No preference	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	4WD Front Axle - Unsuspended	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6092	Adjustable Steel Wheels	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6215	Front Wheels Size 320/85R28	1	\$ -226.00	25.00	\$ -56.50	\$ -169.50	\$ -169.50
7702	Shipment Preparation - by Ship Overseas	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
8030	Special Painting - Industrial Yellow	1	\$ 1,836.00	25.00	\$ 459.00	\$ 1,377.00	\$ 1,377.00
8261	Mechanical Cab Suspension	1	\$ 1,888.00	25.00	\$ 472.00	\$ 1,416.00	\$ 1,416.00
8264	Cooling Compartment	1	\$ 681.00	25.00	\$ 170.25	\$ 510.75	\$ 510.75
8782	Backup Alarm	1	\$ 581.00	25.00	\$ 145.25	\$ 435.75	\$ 435.75
Standard Options Total			\$ 22,856.00		\$ 5,714.00	\$ 17,142.00	\$ 17,142.00
Technology Options/Non-Contract/Open Market							
1801	No AutoTrac™ Package	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1880	Less Receiver	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1900	Less Display	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Value Added Services			\$ 0.00			\$ 0.00	\$ 0.00
Total							
Total Selling Price			\$		\$ 37,051.75	\$	\$
			148,207.00			111,155.25	111,155.25



JOHN DEERE

ITEM 14

Atlantic Tractor
We Live It.

Quote Summary

Prepared For:

WORCESTER CNTY ROAD DEPT SHOP
5764 WORCESTER HWY
SNOW HILL, MD 21863
Business: 410-632-2244
klynch@co.worcester.md.us

Prepared By:

Gary Yorton
Atlantic Tractor LLC
31415 John Deere Drive
Salisbury, MD 21804
Phone: 410-860-0676
gyorton@atjd.net

Sourcewell AI 070821-AGI

Quote Id: 26893567
Created On: 14 June 2022
Last Modified On: 14 June 2022
Expiration Date: 28 July 2022

Equipment Summary	Suggested List	Selling Price	Qty	Extended
ALAMO Machete 3	\$ 125,571.26	\$ 108,273.41 X	1 =	\$ 108,273.41
Equipment Total				\$ 108,273.41

Quote Summary

Equipment Total	\$ 108,273.41
SubTotal	\$ 108,273.41
Est. Service Agreement Tax	\$ 0.00
Total	\$ 108,273.41
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 108,273.41

Salesperson : X _____

Accepted By : X _____

**JOHN DEERE****ITEM 14****Selling Equipment***Atlantic Tractor*
We Live It

Quote Id: 26893567

Customer: WORCESTER CNTY ROAD DEPT SHOP

ALAMO Machete 3				
Hours:	0			Suggested List
Stock Number:				\$ 125,571.26
				Selling Price
				\$ 108,273.41
Code	Description	Qty	Unit	Extended
04862234	25' Machete™ 3 Boom for MY2020-6110M/6120M 4wd tractors	1	\$ 58,414.00	\$ 58,414.00
Standard Options - Per Unit				
00888175	Freight Surcharge	1	\$ 868.80	\$ 868.80
00888190	Freight Add to Invoice	1	\$ 4,344.00	\$ 4,344.00
02982002	Factory Mounting	1	\$ 9,379.00	\$ 9,379.00
02988100	Ditcher	1	\$ 17,031.00	\$ 17,031.00
02988177	Mounted Pulley Kit	1	\$ 0.00	\$ 0.00
02990399	Jack Stand for Ditcher	1	\$ 869.00	\$ 869.00
02994921	Wire Harness Adapter for John Deere tractors	1	\$ 0.00	\$ 0.00
02996743	Quick Hitch® Kit for Boom	1	\$ 4,060.00	\$ 4,060.00
02996747	Quick Hitch® Kit for Ditcher	1	\$ 1,560.00	\$ 1,560.00
32121495	60" Severe Duty Rotary, Blade Bar, Swivel	1	\$ 21,892.00	\$ 21,892.00
32121500	Quick Hitch® Kit for Swivel Rotary	1	\$ 2,114.00	\$ 2,114.00
32121913	Swivel Kit (Required with Swivel Heads	1	\$ 0.00	\$ 0.00
MatSur	Material Surcharge	1	\$ 3,539.46	\$ 3,539.46
	Standard Options Total			\$ 65,657.26
Other Charges				
	Setup	1	\$ 1,500.00	\$ 1,500.00
	Other Charges Total			\$ 1,500.00
	Suggested Price			\$ 125,571.26
Customer Discounts				
	Customer Discounts Total		\$ -17,297.85	\$ -17,297.85
Total Selling Price				\$ 108,273.41



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

TEL: 410-632-5623
 FAX: 410-632-1753

DIVISIONS

MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

ROADS
 TEL: 410-632-2244
 FAX: 410-632-0020

SOLID WASTE
 TEL: 410-632-3177
 FAX: 410-632-3000

FLEET MANAGEMENT
 TEL: 410-632-5675
 FAX: 410-632-1753

**WATER AND
 WASTEWATER**
 TEL: 410-641-5251
 FAX: 410-641-5185

MEMORANDUM

TO: Weston Young P.E., Chief Administrative Officer
 Joseph Parker, Deputy Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: June 28, 2022
SUBJECT: FY23 –Lease of Skid Steer
 Public Works Roads Division

Public Works Roads Division is requesting Commissioner approval to lease a 2023 Caterpillar 272D3 Skid Steer with attachments with a finance price of \$98,935.00 at \$1,887.02 monthly for 60 months with a \$1.00 stub payment at 5.44% fixed interest rate (\$14,287.19) for a total cost of \$113,222.20. This price does include an extended warranty for 60 months/5000 hours and in field service. This lease has the option of a guarantee buyback in 5 years with less than 3000 hours in good operation at \$31,757.00. \$262,052.00 was approved in the FY23 operating budget heavy equipment account 100.1202.9010.070.

The quote for this skid steer reflects the competitively bid Sourcewell Contract 032119-CAT which is accompanied by a \$22,888.00 pricing discount. Attached is a proposal from Caterpillar. If approval is granted, signature from an authorizing official of Worcester County is required on page 2 of the lease proposal.

The purchase of this skid steer is vital in the daily operations within the Roads Division as it serves various aspects such as milling blacktop, assists in paving operations, helps with cutting off shoulders with the broom attachment, brush removal during storms, and clearing bridge decks after snow storms.

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

Attachments

cc: Christopher Clasing, P.E., Deputy Director
 Kevin Lynch, Roads Superintendent

Caterpillar Financial Services Corporation

Finance Proposal

CUSTOMER

Name: WORCESTER COUNTY

Address _____

City _____

State _____

Good if:

Acknowledged by _____ Jul-10-2022

Funded by _____ Jul-10-2022

CARTER MACHINERY COMPANY,
INCORPORATED

DEALER

Quote number 4405678

Sales person _____ Cronshaw B010, Jeff

Fax Number _____

Dealer contact _____ Megan Weber D100

Quote Date 10-Jun-22

Telephone _____

Quote Time 12:26:34 PM

FINANCE PROPOSAL

This is Caterpillar Financial Services Corporation's confirmation of the following finance proposal. This is a proposal only and is subject to credit approval, execution of documentation, and execution and approval of the application survey.

Finance Type _____ Governmental Lease

Quoted By _____ Megan Weber D100

Number of Payments _____ 60 Monthly

Report Created By _____ Megan Weber D100

Payments _____ in Arrears

	<u>Model</u>	<u>Ann. Hours</u>	<u>Qty</u>	<u>Sale Price</u>	<u>Amount Financed</u>	<u>Payment</u>	<u>Balloon</u>	<u>Fixed Rate</u>
New	272D3	500	1	98,435.00	98,935.00	See Amort. Schedule	1.00	5.4400%

Special Conditions:
272D3

Serial Number - , Model Year - 2023, Standard Environment;

Major Attachments-Air Conditioning, Cab, Ride Control, Tires; Blades/Buckets/Rippers-Pallet Forks 48" with Carriage, High Flow Hydraulics, Quick Coupler, General Purpose Bucket, Two Speed;

Manual Configuration and Work Tools:

Payment Structure - Asset
60 Monthly payment(s) 1,887.02
1 Stub payment(s) 1.00

	<u>Model</u>	<u>Insurance</u>	<u>Payment w/Insurance</u>
New	272D3	146.48	Amort. Sch.

The estimate for insurance is provided through Caterpillar Insurance Company (Provided by Westchester Insurance Company in Rhode Island) and is not an offer to contract for insurance.

CONDITIONS

Insurance: The customer must provide evidence of physical damage and liability insurance in an amount and from an insurance carrier satisfactory to CFSC. CFSC must be named on the policies, as loss payee and additional insured, as applicable, and a certificate of insurance, in form and substance acceptable to CFSC, must be provided to CFSC.

Taxes: All taxes are the responsibility of the customer and may or may not be included in the above payment amount.

Equipment: The equipment cannot be delivered until all documents are executed by CFSC. All equipment must reside in the United States at all times.

Approval: This proposal is subject to, among other things, final pricing, credit approval and document approval by CFSC.

The terms and conditions outlined herein are not all-inclusive and are based upon information provided to date. This proposal may be withdrawn or modified by Lessor at anytime. This proposal does not represent an offer or commitment by CFSC to enter into a transaction or to provide financing and does not create any obligation for CFSC. A commitment to enter into the transaction described herein may only be extended by CFSC after this transaction has been approved by all appropriate credit and other authorities within CFSC.

Caterpillar Financial Services Corporation
2120 West End Avenue, Nashville, TN 37203
(615)-341-1000

We appreciate the opportunity to provide you a proposal for this transaction.

Proposed by:

Acknowledged by:

Caterpillar Financial Services Corporation

WORCESTER COUNTY Date



June 10, 2022

WORCESTER COUNTY DPW
 6113 Timmons Road
 Snow Hill, Maryland 21863-2454

Attention: KEVIN LYNCH

RE: Quote 167634-03

Dear Kevin,

On behalf of Carter Machinery Company, Inc., thank you for the opportunity to offer this quote for your consideration.
 Cat Model: 272D3 Skid Steer Loader with all standard equipment in addition to the additional specifications

ID# : TBD SERIAL NUMBER : TBD YEAR : HOURS :

MACHINE SPECIFICATIONS

Description	Reference No
272D3 SKID STEER LOADER	512-4272
CAB PACKAGE, ULTRA	588-9097
TIRES, 14/17.5 CAT 14PR	331-2490
RIDE CONTROL	512-3491
COUNTERWEIGHT, MACHINE, EXTERNAL	345-5148
QUICK COUPLER, HYDRAULIC	512-3401
LOADING LIGHTS	532-8843
ROTATING BEACON	309-1325
DOOR, CAB, POLYCARBONATE	539-8061
BATTERY, EXTRA HD, DISC, 1000 CCA	568-5612
HEATER, ENGINE COOLANT, 120V	345-3556
SEAT BELT, 2"	542-6994
PRODUCT LINK, CELLULAR PL243	566-7115
CERTIFICATION ARR, P65	563-1163
INSTRUCTIONS, ANSI, USA	512-4282
SERIALIZED TECHNICAL MEDIA KIT	421-8926
FILM, SELF LEVEL, ANSI	435-9238
FILM, RIDE CONTROL, ANSI	422-3445
BUCKET-GP, 80", BOCE	279-5377
CARRIAGE, 46", FORKS, 48", SSL	353-1697

LIST MACHINE PRICE	\$108,633.00
SOURCEWELL DISCOUNT CONTRACT 032119-CAT	<u>(\$22,888.00)</u>
MACHINE SELL PRICE	\$85,745.00
Additional required items not subject to Sourcewell Discount	
DELIVERY AND FREIGHT	\$1,800.00
EXT WARRANTY (see below)	\$9,000.00
CSA (see below)	<u>\$1,890.00</u>
TOTAL BALANCE DUE	\$98,435.00

Page 1 of 2

WARRANTY/EXTENDED COVERAGE

Extended Warranty:

60 Months/5000 Hours Premier Warranty with Travel Time & Mileage Included

CSA

Carter will perform in the field 500hr PM Filter Service with TT&M Included. Carter will then provide Filter Kits only at 1000hr and 1500hr to customer.

Guarantee Buy Back from Carter Machinery for this 272D3 with attachments in 5 Years with less than 3000 hours on machine would have a value of \$31,757.00 with good operating conditions.

PAYMENT TERMS

Invoice Terms - Net 10

See attached Governmental Lease Options.

Thank you for the opportunity to provide you a quote for your equipment needs. This quotation is valid for 30 days. All machines are subject to prior sale. If there are any questions, please do not hesitate to contact me.
Sincerely,

Jeff Cronshaw
Machine Sales Representative
443-783-8248

Amortization Schedule

Quote Number		4405678						
Customer								
Model		272D3 Skid Steer Loader						
Serial Number								
Number of Payments Made	Starting Balance	Loan	Payment	Option	Interest	Interest Rate	Principal	Ending Balance
		98,935.00						
1	98,935.00	0.00	1,887.02	0.00	448.51	5.44%	1,438.51	97,496.49
2	97,496.49	0.00	1,887.02	0.00	441.98	5.44%	1,445.04	96,051.45
3	96,051.45	0.00	1,887.02	0.00	435.43	5.44%	1,451.59	94,599.86
4	94,599.86	0.00	1,887.02	0.00	428.85	5.44%	1,458.17	93,141.69
5	93,141.69	0.00	1,887.02	0.00	422.24	5.44%	1,464.78	91,676.91
6	91,676.91	0.00	1,887.02	0.00	415.60	5.44%	1,471.42	90,205.49
total		98,935.00	11,322.12	0.00	2,582.61		8,729.51	
7	90,205.49	0.00	1,887.02	0.00	408.93	5.44%	1,478.09	88,727.40
8	88,727.40	0.00	1,887.02	0.00	402.23	5.44%	1,484.79	87,242.61
9	87,242.61	0.00	1,887.02	0.00	395.50	5.44%	1,491.52	85,751.09
10	85,751.09	0.00	1,887.02	0.00	388.74	5.44%	1,498.28	84,252.81
11	84,252.81	0.00	1,887.02	0.00	381.95	5.44%	1,505.07	82,747.74
12	82,747.74	0.00	1,887.02	0.00	375.12	5.44%	1,511.90	81,235.84
13	81,235.84	0.00	1,887.02	0.00	368.27	5.44%	1,518.75	79,717.09
14	79,717.09	0.00	1,887.02	0.00	361.38	5.44%	1,525.64	78,191.45
15	78,191.45	0.00	1,887.02	0.00	354.47	5.44%	1,532.55	76,658.90
16	76,658.90	0.00	1,887.02	0.00	347.52	5.44%	1,539.50	75,119.40
17	75,119.40	0.00	1,887.02	0.00	340.54	5.44%	1,546.48	73,572.92
18	73,572.92	0.00	1,887.02	0.00	333.53	5.44%	1,553.49	72,019.43
total		0.00	22,644.24	0.00	4,458.18		18,186.06	
19	72,019.43	0.00	1,887.02	0.00	326.48	5.44%	1,560.53	70,458.90
20	70,458.90	0.00	1,887.02	0.00	319.41	5.44%	1,567.61	68,891.29
21	68,891.29	0.00	1,887.02	0.00	312.31	5.44%	1,574.71	67,316.58
22	67,316.58	0.00	1,887.02	0.00	305.17	5.44%	1,581.85	65,734.73
23	65,734.73	0.00	1,887.02	0.00	298.00	5.44%	1,589.02	64,145.71
24	64,145.71	0.00	1,887.02	0.00	290.79	5.44%	1,596.23	62,549.48
25	62,549.48	0.00	1,887.02	0.00	283.56	5.44%	1,603.46	60,946.02
26	60,946.02	0.00	1,887.02	0.00	276.29	5.44%	1,610.73	59,335.29
27	59,335.29	0.00	1,887.02	0.00	268.99	5.44%	1,618.03	57,717.26
28	57,717.26	0.00	1,887.02	0.00	261.65	5.44%	1,625.37	56,091.89
29	56,091.89	0.00	1,887.02	0.00	254.28	5.44%	1,632.74	54,459.15
30	54,459.15	0.00	1,887.02	0.00	246.88	5.44%	1,640.14	52,819.01
total		0.00	22,644.24	0.00	3,443.82		19,200.42	
31	52,819.01	0.00	1,887.02	0.00	239.45	5.44%	1,647.57	51,171.44
32	51,171.44	0.00	1,887.02	0.00	231.98	5.44%	1,655.04	49,516.40
33	49,516.40	0.00	1,887.02	0.00	224.47	5.44%	1,662.55	47,853.85
34	47,853.85	0.00	1,887.02	0.00	216.94	5.44%	1,670.08	46,183.77
35	46,183.77	0.00	1,887.02	0.00	209.37	5.44%	1,677.65	44,506.12
36	44,506.12	0.00	1,887.02	0.00	201.76	5.44%	1,685.26	42,820.86
37	42,820.86	0.00	1,887.02	0.00	194.12	5.44%	1,692.90	41,127.96
38	41,127.96	0.00	1,887.02	0.00	186.45	5.44%	1,700.57	39,427.39
39	39,427.39	0.00	1,887.02	0.00	178.74	5.44%	1,708.28	37,719.11
40	37,719.11	0.00	1,887.02	0.00	170.99	5.44%	1,716.03	36,003.08
41	36,003.08	0.00	1,887.02	0.00	163.21	5.44%	1,723.81	34,279.27
42	34,279.27	0.00	1,887.02	0.00	155.40	5.44%	1,731.62	32,547.65
total		0.00	22,644.24	0.00	2,372.88		20,271.36	
43	32,547.65	0.00	1,887.02	0.00	147.55	5.44%	1,739.47	30,808.18

ITEM 15

44	30,808.18	0.00	1,887.02	0.00	139.66	5.44%	1,747.36	29,060.82
45	29,060.82	0.00	1,887.02	0.00	131.74	5.44%	1,755.28	27,305.54
46	27,305.54	0.00	1,887.02	0.00	123.78	5.44%	1,763.24	25,542.30
47	25,542.30	0.00	1,887.02	0.00	115.79	5.44%	1,771.23	23,771.07
48	23,771.07	0.00	1,887.02	0.00	107.76	5.44%	1,778.26	21,991.81
49	21,991.81	0.00	1,887.02	0.00	99.70	5.44%	1,787.32	20,204.49
50	20,204.49	0.00	1,887.02	0.00	91.59	5.44%	1,795.43	18,409.06
51	18,409.06	0.00	1,887.02	0.00	83.45	5.44%	1,803.57	16,605.49
52	16,605.49	0.00	1,887.02	0.00	75.28	5.44%	1,811.74	14,793.75
53	14,793.75	0.00	1,887.02	0.00	67.06	5.44%	1,819.96	12,973.79
54	12,973.79	0.00	1,887.02	0.00	58.81	5.44%	1,828.21	11,145.58
		-----	-----	-----	-----		-----	
total		0.00	22,644.24	0.00	1,242.17		21,402.07	
55	11,145.58	0.00	1,887.02	0.00	50.53	5.44%	1,836.49	9,309.09
56	9,309.09	0.00	1,887.02	0.00	42.20	5.44%	1,844.82	7,464.27
57	7,464.27	0.00	1,887.02	0.00	33.84	5.44%	1,853.18	5,611.09
58	5,611.09	0.00	1,887.02	0.00	25.44	5.44%	1,861.58	3,749.51
59	3,749.51	0.00	1,887.02	0.00	17.00	5.44%	1,870.02	1,879.49
60	1,879.49	0.00	1,888.02	0.00	8.52	5.44%	1,879.50	(0.01)
		-----	-----	-----	-----		-----	
total		0.00	11,323.12	0.00	177.53		11,145.59	
total	98,935.00		113,222.20	0.00	14,287.19		98,935.01	

Ending Balance not equal to early buy out amount.



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

DALLAS BAKER JR., P.E.
 DIRECTOR

CHRIS CLASING, P.E.
 DEPUTY DIRECTOR

TEL: 410-632-5623
 FAX: 410-632-1753

MEMORANDUM

TO: Weston Young, Chief Administrative Officer
FROM: Dallas Baker, Jr., P.E., Director *Dallas Baker*
DATE: June 13, 2022
SUBJECT: FY23 Blacktop Surfacing of County Roadways

DIVISIONS

MAINTENANCE
 TEL: 410-632-3766
 FAX: 410-632-1753

ROADS
 TEL: 410-632-2244
 FAX: 410-632-0020

SOLID WASTE
 TEL: 410-632-3177
 FAX: 410-632-3000

FLEET MANAGEMENT
 TEL: 410-632-5675
 FAX: 410-632-1753

**WATER AND
 WASTEWATER**
 TEL: 410-641-5251
 FAX: 410-641-5185

Public Works is requesting Commissioner approval to award the FY 23 paving contract to Allan Myers without competitively bidding the contract. Allan Myers is currently onsite paving roads on the FY 22 paving list. Allan Myers has agreed to waive mobilization costs if they are allowed to continue paving operations while they are in this area. The FY 23 budget includes \$1 Million for paving and work on the FY 23 list would not start until after July 1st.

Allan Myers has quoted a price of \$95.50/ton without mobilization. If mobilization is included, it will add \$2.50/ton. With the proposed FY 23 paving budget of \$1 Million at \$95.50/ton, we estimate we'll be able to pave 11.75 miles of road, adding mobilization (\$98/ton), the paving miles drop to 11.45 miles.

Public Works reached out to the Maryland State Highway Administration (SHA) for a cost comparison of what they are paying per ton. SHA has a contract with Allan Myers to pave in Worcester County at an average \$87/ton and with George & Lynch to pave in Dorchester County for \$89.60/ton. Both of those contracts were awarded in January 2022. Fuel prices have increased approximately 40% since then so the \$95.50/ton appears to be a reasonable price.

Allan Myers was the low bid for the FY 22 paving contract, although ultimately the award went to Chesapeake Paving due to local preference. In March 2022, Allan Myers bought Chesapeake Paving and is fulfilling Chesapeake's obligations.

If you have any questions, please feel free to contact me

cc: Kevin Lynch

Possible FY23 Paving List

ITEM 16

Road Name	Start - Stop	Length-feet	Width	Tons	Included in tons	@95.50/Ton
Balte Road		1,478	20'	333	+25 tons	\$31,801.50
Carey Road	Rt 113 - joint passed RR crossing	1,795	22'	411	+10 tons	\$39,250.50
Colona Road	Rt 371 - Hall Road	6,019	20'	1,255		\$119,852.50
Colona Road	MB #1541 - MB #1625	1,267	20'	264		\$25,212.00
Coulbourne Mill Road	St Lukes Road - County Line	2,746	18'	524	+30 tons	\$50,042.00
Cove Court		246'	22'	56		\$5,348.00
Cove Court	78' radius			177		\$16,903.50
Dale Road		3,326	18'	624	+5 tons	\$59,592.00
Henry Road		2,049	21'	448		\$42,784.00
Klej Grange Road	Joint at Rt 366 - Johnson Neck Rd	8,870	18'	1,664		cut
McCabes Corner Road	joint by 6737 - just past 7124	6,100	18'	1,123	+25 tons	\$107,246.50
Meadow Bridge Road	McGrath Rd - joint by Backbone Rd	2,112	21'	462		\$44,121.00
Newport Bay Drive		1,238	22'	284		\$27,122.00
Oak Hall Road	all b/t	3,960	19'	784	+15 tons	\$74,872.00
Salisbury Road		2,481	19'	491		\$46,890.50
Scotland Road		2,218	18'	416		\$39,728.00
Shavox Church Road	Sheppards Crossing Road - joint	3,221	18'6"	621		\$59,305.50
Shell Mill Road		3,873	22'6"	908		\$86,714.00
Sims Road	Morris Road - DE line	1,584	20'6"	340	+15 tons	\$32,470.00
Shockley Road	Joint by MB 7019 - joint	8,184	21'6"	1,834		cut
Trappe Road		3,971	22'	910		\$86,905.00

66,492

13,929

\$996,160.50

\$1,000,000 (100.1202.6140.010)

To: Commissioners

From: Roscoe R. Leslie

Date: June 27, 2022

RE: AirBNB Tax Collection Revenue

To formalize the hotel rental tax collection process with the County, AirBNB has requested that the County enter a Tax Collection Agreement.

AirBNB, Inc. is preparing to comply with recent changes to the County's code for hotel rental tax collection and this agreement facilitates the collection of tax revenue. The agreement has been in use in other jurisdictions around the country for years. The agreement gives the County certain rights to audit AirBNB's records to ensure compliance. The Treasurer's Office has reviewed the agreement and supports its signature.

**TAX COLLECTION AGREEMENT
FOR
WORCESTER COUNTY, MARYLAND**

THIS TAX COLLECTION AGREEMENT (the “**Agreement**”) is dated _____, 2022 and is between **AIRBNB, INC.**, a Delaware corporation (“**Airbnb**”), and **COUNTY COMMISSIONERS OF WORCESTER COUNTY, MARYLAND** (the “**Taxing Jurisdiction**”). Each party may be referred to individually as a “**Party**” and collectively as the “**Parties.**”

RECITALS:

WHEREAS, Airbnb represents that it provides an Internet-based platform (the “**Platform**”) through which third parties offering accommodations and/or activities (“**Hosts**”) and third parties booking such accommodations and/or activities (“**Guests**”) may communicate, negotiate and consummate a direct booking transaction for accommodations and/or activities to which Airbnb is not a party (“**Booking Transactions**”); and

WHEREAS, the Taxing Jurisdiction and Airbnb enter into this Agreement voluntarily in order to facilitate the reporting, collection and remittance of applicable hotel rental taxes (“**Taxes**”) imposed under applicable Worcester County, MD law (the applicable “**Code**”), on behalf of certain Hosts for Booking Transactions completed by such Hosts and Guests on the Platform for accommodations transactions located in Worcester County, MD (the “**Taxable Booking Transactions**”).

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

(A) Solely pursuant to the terms and conditions of this Agreement, including only for periods in which this Agreement is effective (defined below), and solely for Taxable Booking Transactions completed on the Platform by Hosts other than those defined in Paragraphs (E) and (E-1) below, Airbnb agrees contractually to assume the duties of a Taxes collector as described in the Code solely for the collection and remittance of Taxes on behalf of such Hosts (hereinafter referred to as a “**Collector**”).

(B) Starting on _____, 2022 (the “**Effective Date**”), Airbnb agrees to commence collecting and remitting Taxes on behalf of certain Hosts, pursuant to the terms of this Agreement, at the applicable rate, on Taxable Booking Transactions. Except as set forth in

Paragraph (L) below, Airbnb shall not assume any obligation or liability to collect Taxes for any period or for any transaction prior to the Effective Date or after termination of this Agreement.

(C) Except as set forth in Paragraph (E) below, Airbnb agrees to register as a Collector on behalf of Hosts for the sole purpose of reporting, collection and remittance of Taxes under this Agreement, and will be the registered Collector on behalf of any affiliate or subsidiary collecting Taxes. The assumption of such duties described in Paragraph (A) above and this Paragraph (C) shall not trigger any other registration requirements to which Airbnb is not otherwise subject.

REMITTANCE OF TAXES

(D) Airbnb agrees to report aggregate information on the tax return form prescribed by the Taxing Jurisdiction, including an aggregate of gross receipts, exemptions and adjustments, and taxable receipts of all Taxes that are subject to the provisions of this Agreement. Airbnb shall remit all Taxes collected from Guests in accordance with this Agreement and Airbnb's Terms of Service (www.airbnb.com) (the "TOS") in the time and manner described in the Code or as otherwise agreed to in writing.

REGISTERED HOSTS

(E) Airbnb reserves the right to implement a software feature on the Platform whereby Airbnb collects Taxes based on tax information supplied by the Host, and remits such Taxes to Hosts for ultimate reporting and remittance by the Host to the Taxing Jurisdiction. In such cases, a Host must provide to Airbnb its (i) applicable Tax identification or registration number; (ii) applicable business identification number; and (iii) acknowledgement of its obligation to collect all Taxes owed on a Host's Taxable Booking Transactions and to remit and report any Taxes collected directly to the Taxing Jurisdiction (a "**Registered Host**"). Upon request from the Taxing Jurisdiction, and not more than once per consecutive twelve-month period, Airbnb may provide the Taxing Jurisdiction with copies of documentation related to Registered Hosts.

(E-1) Airbnb satisfies its obligations under this Agreement by remitting the full amount of Taxes collected on behalf of Hosts to the Taxing Jurisdiction, and in the case of Registered Hosts only, by remitting the Taxes collected on a Registered Host's Taxable Booking Transactions directly to the Registered Host.

AIRBNB LIABILITY

(F) Pursuant to the terms of this Agreement, Airbnb agrees contractually to assume liability for any failure to report, collect and/or remit the correct amount of Taxes, including, but not limited to, penalties and interest, lawfully and properly imposed in compliance with the Code. Nothing contained herein nor any action taken pursuant to this Agreement shall impair, restrict or prevent Airbnb from asserting that any Taxes and/or penalties, interest, fines or other amounts assessed against it were not due or are the subject of a claim for refund under applicable law, or otherwise bar it from enforcing any rights accorded by law. Notwithstanding the above and solely with respect to Registered Hosts, Airbnb does not assume any liability for the failure of a Registered Host to comply with any applicable collection, reporting or remittance obligations related to Taxable Booking Transactions. Further, Airbnb does not assume any liability for collection based on information supplied by the Registered Host.

AUDIT

(G) During any period for which Airbnb is not in breach of its obligations under this Agreement, the Taxing Jurisdiction agrees to audit Airbnb on the basis of Tax returns filed and supporting documentation. The Taxing Jurisdiction reserves the right to audit any individual Host for activity that has been brought to the attention of the Taxing Jurisdiction in the form of a complaint or other means independent of this Agreement or independent of data or information provided pursuant to this Agreement.

(H) The Taxing Jurisdiction agrees to audit Airbnb on an aggregated and anonymized transaction basis for Taxable Booking Transactions. Except as otherwise agreed herein, Airbnb shall not be required to produce any personally identifiable information relating to any Host or Guest or relating to any Taxable Booking Transaction without binding legal process served only after completion of an audit by the Taxing Jurisdiction of Airbnb with respect to such users. The parties agree to utilize appropriate sampling audit methodologies based on a standard sample period which may be projected against the remainder of any periods open under the applicable statute of limitations, unless Airbnb elects, at its sole discretion, to undergo further audit of such open periods by the Taxing Jurisdiction.

GUEST AND HOST LIABILITY

(I) During any period in which this Agreement is effective, and provided Airbnb is in compliance with its obligations herein, Hosts shall be relieved of any obligation to collect and

remit Taxes on Taxable Booking Transactions, and shall be permitted but not required to register individually with the Taxing Jurisdiction to collect, remit and/or report Taxes. Notwithstanding the above, Registered Hosts will be solely responsible for directly remitting Taxes collected on Taxable Booking Transactions to the Taxing Jurisdiction. Nothing in this Agreement shall relieve Guests or Hosts from any responsibilities with respect to Taxes for transactions completed other than on the Platform, or restrict the Taxing Jurisdiction from investigating or enforcing any provision of applicable law against such users for such transactions. Hosts must comply with all other applicable laws.

WAIVER OF LOOK-BACK

(J) The Taxing Jurisdiction expressly releases, acquits, waives and forever discharges Airbnb, its current or past affiliated parent or subsidiary companies, directors, shareholders, investors, employees and other agents from any and all actions, causes of action, indebtedness, suits, damages or claims arising out of or relating to payment of and/or collection of Taxes or other tax indebtedness, including but not limited to penalties, fines, interest or other payments relating to Taxes on any Taxable Booking Transactions prior to the Effective Date. Nothing contained in this Paragraph of this Agreement will constitute a release or waiver of any claim, cause of action or indebtedness that the Taxing Jurisdiction may have or claim to have against any Host or Guest unrelated to Taxable Booking Transactions under this Agreement.

NOTIFICATION TO GUESTS AND HOSTS

(K) Airbnb agrees, for the purposes of facilitating this Agreement, and as required by its TOS, that, except with respect to Registered Hosts, it will notify (i) Hosts that Taxes will be collected and remitted to the Taxing Jurisdiction as of the Effective Date pursuant to the terms of this Agreement; and (ii) Guests and Hosts of the amount of Taxes collected and remitted on each Taxable Booking Transaction.

LIMITATION OF APPLICATION

(L) This Agreement is solely for the purpose of facilitating the administration and collection of the Taxes with respect to Taxable Booking Transactions and, except with respect to the rights and liabilities set forth herein, the execution of or actions taken under this Agreement shall not be considered an admission of law or fact or constitute evidence thereof under the Code or any other provisions of the laws of the United States of America or of any State or subdivision

or municipality thereof. Neither Party waives, and each Party expressly preserves, any and all arguments, contentions, claims, causes of action, defenses or assertions relating to the validity or interpretation or applicability of the Code, regulations or application of law.

DURATION/TERMINATION

(M) This Agreement may be terminated by Airbnb or the Taxing Jurisdiction for convenience on 30-day written notification to the other Party. Such termination will be effective on the first day of the calendar month following the 30-day written notification to the other Party. Any termination under this Paragraph shall not affect the duty of Airbnb to remit to the Taxing Jurisdiction any Taxes collected from Guests up through and including the effective date of termination of this Agreement, even if not remitted by Airbnb to the Taxing Jurisdiction as of the effective date of termination.

MISCELLANEOUS

(N) CHOICE OF LAW. This Agreement, its construction and any and all disputes arising out of or relating to it, shall be interpreted in accordance with the substantive laws of the State of Maryland without regard to its conflict of law principles.

(O) MODIFICATION. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both Parties.

(P) MERGER AND INTEGRATION. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings with respect thereto.

(Q) COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument. The Agreement shall become effective when a counterpart has been signed by each Party and delivered to the other Party, in its original form or by electronic mail, facsimile or other electronic means. The Parties hereby consent to the use of electronic signatures in connection with the execution of this Agreement, and further agree that electronic signatures to this Agreement shall be legally binding with the same force and effect as manually executed signatures.

(R) **RELATIONSHIP OF THE PARTIES.** The Parties are entering into an arm's-length transaction and do not have any relationship, employment or otherwise. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, or employment relationship between the Parties. There are no third-party beneficiaries to this Agreement.

(S) **WAIVER AND CUMULATIVE REMEDIES.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

(T) **FORCE MAJEURE.** Neither Party shall be liable for any failure or delay in performance under this Agreement for causes beyond that Party's reasonable control and occurring without that Party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Airbnb employees), computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

(U) **ASSIGNMENT.** Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Airbnb may assign this Agreement in its entirety without consent of the other Party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

(V) **MISCELLANEOUS.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

NOTICES

(W) All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after first class mailing postage prepaid; or (iii) the second business day after sending by overnight mail or by facsimile with

telephonic confirmation of receipt. Notices shall be addressed to the attention of the following persons, provided each Party may modify the authorized recipients by providing written notice to the other Party:

To Airbnb:

Airbnb, Inc.
Attn: General Counsel
888 Brannan Street, 4th Fl.
SF, CA 94103
legal@airbnb.com

Airbnb, Inc.
Attn: Global Head of Tax
888 Brannan Street, 4th Fl.
SF, CA 94103
tax@airbnb.com

To the Taxing Jurisdiction:

County Commissioners of Worcester County, Maryland
1 West Market St., Room 1103
Snow Hill, MD 21863

(Signatures follow on next page)

IN WITNESS WHEREOF, Airbnb and the Taxing Jurisdiction have executed this Agreement effective on the date set forth in the introductory clause.

AIRBNB, INC., a Delaware corporation

By: _____
Signature of Authorized Representative

Name and Title of Authorized Representative

COUNTY COMMISSIONERS OF WORCESTER COUNTY,
MARYLAND

By: _____
Signature

Name and 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

BILLY BIRCH
DIRECTOR

To: Weston Young, Chief Administrative Officer

From: Billy Birch, Director of Emergency Services

Re: Snow Hill Communications Shelter Replacement

Date: June 29, 2022

On June 27th, 2022 bids were opened for the replacement of the communications shelter located at the Snow Hill Water Tank. A singular bid in the amount of \$610,236.00 was received. There is currently \$400,000 budgeted for this project. In addition to the amount included in the bid, the Commissioners should be aware that an estimated \$75,000.00 of additional work outside of the scope of the bid of this project will be required. The exact figure is unknown due to fluctuation material and labor costs and a projection of one year before such work would be completed.

This information is being provided for awareness and to determine a general direction that the Commissioners would like us to proceed in due to the significant delta between budgeted funds and project cost.

~~I am available to answer any questions at your convenience.~~



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

Memorandum

Date: June 29, 2022

To: Weston Young, Chief Administrative Officer
Joe Parker, Deputy Chief Administrative Officer

Copy: Worcester County Commissioners

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

Re: Project Considerations for Rural Maryland Grant Funding Application via Tri County Council

A few months ago, Governor Hogan announced that the regional rural Maryland councils will be receiving grant funds in the amount of \$10 million per regional council. As you know our regional council is the Tri County Council for the Lower Eastern Shore, representing Worcester, Wicomico and Somerset Counties. Since the announcement, guidance has been issued from the Maryland Department of Commerce regarding the process to apply for funds, eligibility requirements etc. The application for funds must come from the Tri County Council, however they have asked that each county submit priority projects that will be included in their application for funding with the 3 Economic Development Offices/Directors being the main point of contact. As a result, I have worked with the 2 other directors as well as our Administrator to compile a list of projects for your consideration to forward to the Tri County Council to review and approve as part of their application. The grant application from the Council must include specific projects. In addition, we have reached out to the municipalities to bring forth and priority projects in their respective jurisdictions for consideration.

After much consulting with the other directors as well as the director of the Tri County Council, we have agreed to request funding for projects (or a portion there of) that is equally distributed. Therefore, after the 3% administrative cost to TCC is subtracted from the grant funds, there is approximately 3.2 million for each county. There is no match required, however projects that are already priorities for the county as well as projects that will have other leveraged funds will be the most attractive for consideration. Attached is more detail about the grant funds, but the basic program description and purpose is outlined below.

Program Description and Purpose • The Rural Maryland Economic Development Fund seeks to fund infrastructure projects that will support economic development activity, stimulate private investment, and grow jobs in the state's rural counties. • The Maryland Department of Commerce will provide grant funds from the Fund for projects proposed by the state's five tri-county councils which serve the rural regions of Maryland. The regional councils shall coordinate with the local jurisdictions within their regions to identify the priority projects to be included in the application. Counties may identify projects that benefit the entire region as an eligible use of funds • Eligible uses include developing public infrastructure such as utilities, transportation, and broadband to support the attraction, retention or expansion of businesses, as well as infrastructure projects related to specific industry sectors such as, but not limited to, manufacturing, clean energy, life sciences, cybersecurity and agribusiness. Funding can also be used for workforce development and stimulating entrepreneurship and innovation. Planning and feasibility studies are eligible, as well as capital and operational expenses. • Ineligible uses include direct private sector incentive, subsidy, grants or loans; construction of facilities to be owned or leased to private-sector entities; and residential/housing projects.



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

Once the commissioners determine what project (s) they would like to consider, we will provide the detailed information that TCC is requiring regarding the project (s) for you to review and approve before submission. Again, the total funding is \$3.2 million which can be for one project alone, or multiple. However, we want to be sure that any funding be allocated to sustainable, long-term projects that will have a lasting economic impact on Worcester County. Projects #1, #2 and #3 are put forth as county projects and the remainder are put forth by the relative municipality.

Region Impacted	Project Name	Brief Overview	Total Budget	Regional Grant Funding
County Wide	Worcester/ Ocean City Sports Complex	Indoor/Outdoor sports complex designed to host large amateur tournaments as well as serve the local sports community. A feasibility study conducted by the Maryland Stadium Authority concluded that a facility is economically viable. Worcester County has property under contract for the facility and the Maryland Stadium Authority is now preparing conceptual designs and cost estimates for the project. The goal of the project is to integrate a sports marketing program to promote destination tourism combined with family friendly sports venues. Utilize existing tourism economy resources (hotels, restaurants, recreation) in Ocean City to maximize investment in sports facilities. The would also spur year-round and mid-week economic activity	\$TBD (project is scalable)	Up to \$3,200,000.00
Berlin, Snow Hill, Pocomoke	Worcester Main Street Connectivity Plan	The proposed project would provide fiber optic service to the main street areas in Berlin, Snow Hill, and Pocomoke and surrounding areas to allow small rural businesses/ homes the same access to fiber as any other major city. Would run buried conduit throughout the areas allowing for every home and business to have fiber service with no large up front install fee. The conduit would be co-owned by the county allowing the county to utilize the network for any future expansions of their network or any new ideas this network can provide. This could include camera systems, Wi-Fi for towns, internet for special events, etc. This project is a plan to build infrastructure that will help these towns for generations to come, and as new technologies emerge the county will be able to use this conduit to keep up with the changes.	\$1,600,000.00	\$800,000.00
West Ocean City- County Wide/regional impact	Dredging of the West Ocean City Commercial Harbor Shoals	Since the West Ocean City Commercial Harbor is not a part of the dredging projects proposed by the Corps, this project would be would be a one-time dredging of the shoaling spots within the Commercial Harbor. Money would be to plan, permit, and dredge the harbor and dispose of the materials, hopefully on a	\$250,000.00	\$250,000.00

		potential reuse project rather than a land-based spoil site. Includes mini- land use plan study for West OC harbor area. We have a harbor bathymetric survey showing severe shoaling in sites adjacent to commercial docks (and our marine police) which present hazard to their vessels. We have the offshore O&M terminal within this area.		
Pocomoke City	Pathways for Economic Development Feasibility Study	Pocomoke has explored infrastructure improvements in the areas of using bikeways, walkways, and pathways to bolster economic growth. Creating strong pathways leads to positive economic impact. This project will focus on three main factors: Infrastructure Feasibility (hardscape and environmental), Economic Development, and Intercommunity Connectivity. Infrastructure Feasibility would include the best places to build bikeways, walkways, and pathways with the least environmental impact and the most economic impact. Economic Development Factors would evaluate the scaling in of infrastructure development and how it would directly impact business foot traffic, revenue bases, including tourism dollars. This would include events and activities using the proposed infrastructures and the administrative capacity required to oversee these changes. Intercommunity Connectivity is an essential element to bolster the use of the proposed projects. Currently there is a strong emphasis in building and connecting city pathways in-between cities, counties, and states. Cities involved in Worcester County Bike and Pedestrian Coalition discuss the success of these projects. Our goal is to develop better connectivity with our bikeways, walkways, and trails. This project is seen as a pathway to success in developing infrastructure to improve economic development factors.	\$100,000.00	\$100,000.00
Berlin	Town of Berlin Wastewater Treatment Plant Upgrade	The Town of Berlin currently operates a 750,000 gallon per day (gpd) wastewater treatment facility that does not discharge into the inland bays. Instead, treated wastewater is sustainably irrigated on trees at two spray sites leading to forest growth within Worcester County. Due to residential and commercial growth and development the Town of Berlin's wastewater treatment facility is reaching capacity limits. The Town is in the process of obtaining and earmarking funding to upgrade our facility which will increase our available capacity. The Town is seeking financial assistance from the Rural Maryland Economic Development Fund.	\$2,200,000.00	\$700,000.00



Worcester County Office of Tourism

104 West Market Street | Snow Hill MD 21863 | (410) 632-3110 | www.VisitMarylandsCoast.org

Ocean City	Worcester County/Ocean City Sports Complex	Indoor/Outdoor sports complex designed to host large amateur tournaments. A feasibility study conducted by the Maryland Stadium Authority concluded that a facility is economically viable. Worcester County has property under contract for the facility and the Maryland Stadium Authority is now preparing conceptual designs and cost estimates for the project. The goal of the project is to integrate a sports marketing program with Worcester County to promote destination tourism combined with family friendly sports venues. Utilize existing tourism economy resources (hotels, restaurants, recreation) in Ocean City to maximize investment in sports facilities.	\$TBD (project is scalable)	Up to \$3,200,000.00
Snow Hill	Snow Hill Bikeways Project	The Snow Hill Bikeways project is aimed at increasing safe connectivity locally as well as to regional trail networks. Within Snow Hill, this system of paths will connect key destinations for residents and visitors, including schools, the downtown shopping district, parks, and recreation areas. This project is aptly timed with the recent Maryland legislative approval of the Pocomoke State Forest Wildlands Trail which will lead directly into Snow Hill, at Byrd Park. By linking the Snow Hill Bikeways Path to the Wildlands Trail, the Worcester County Recreation Center, and the already existing network of routes to Furnace Town and destinations East and South East, Snow Hill will be the center of an extensive network of trails connecting the Lower Eastern Shore. Preliminary study/assessment has already been completed with provided recommendations for implementation.	\$5,956,482.00 (project is scalable)	Up to \$3,200,000.00

attachments

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



COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS
Worcester County
 GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103
 SNOW HILL, MARYLAND
 21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

June 27, 2022

TO: Worcester County Commissioners
 FROM: Karen Hammer, Administrative Assistant V
 SUBJECT: Upcoming Board Appointments -Terms Beginning January 1, 2021

Attached, please find copies of the Board Summary sheets for all County Boards or Commissions (8), which have current or upcoming vacancies (15). The annual report for each board is also included. I have circled the members whose terms have expired or will expire on each of these boards.

President Mitrecic - You have assigned all positions

Commissioner Bunting - You have Three (3) position needed:

- David Deutsch - Term Ending - Dec. 21- Ethics Board
- Gregory Sauter - Resigned - Dec. 21 - Water and Sewer Advisory Council Ocean Pines
- Susan Childs – Resigned – April, 2022 – Commission For Women

Commissioner Nordstrom - You have assigned all positions

Commissioner Church - You have Five (5) positions open:

- Martin Kwesko - Term Ending - Dec. 21-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 Ending-Dec. 21- Water & Sewer Advisory Council, West Ocean City
- Elizabeth Rodier -Term Ending-Dec. 21- Commission for Women- Not a Reappointment

Commissioner Purnell - You have assigned all positions

Commissioner Elder - You have assigned all positions

Commissioner Bertino – Vanessa Alban – Commission For Women

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



COMMISSIONERS
 JOSEPH M. MITRECIC, PRESIDENT
 THEODORE J. ELDER, VICE PRESIDENT
 ANTHONY W. BERTINO, JR.
 MADISON J. BUNTING, JR.
 JAMES C. CHURCH
 JOSHUA C. NORDSTROM
 DIANA PURNELL

OFFICE OF THE
 COUNTY COMMISSIONERS

Worcester County

GOVERNMENT CENTER
 ONE WEST MARKET STREET • ROOM 1103

SNOW HILL, MARYLAND

21863-1195

WESTON S. YOUNG, P.E.
 CHIEF ADMINISTRATIVE OFFICER
 JOSEPH E. PARKER, III
 DEPUTY CHIEF ADMINISTRATIVE OFFICER
 ROSCOE R. LESLIE
 COUNTY ATTORNEY

All Commissioners:

- **(1)-Adult Public Guardianship Board-** (1) Vacancy/Resignation- Dr. Kenneth Widra - Psychiatrist - The Health Department is researching for a suitable candidate for this position.
- **(1) -Drug and Alcohol Abuse Council - 1 Position** - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, however, if the Commissioners have someone they'd like to appoint, please advise.
- **(4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr.** Mark Wittmyer (Business-Ocean Pines) Terms Ending-Dec. 21 for (3)- Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large-Business O.P.)
- **(1) - Water and Sewer Advisory Council-Ocean Pines (D-6-Bunting)-** (1) Term Ending and Resignation Dec. 21.- Gregory Sauter
- **(3) - Water and Sewer Advisory Council - Mystic Harbour** (Passing of Richard Jendrek and Bruce Burns) (1)-Term Ending-Dec. 21- Martin Kwesko
- **(1)- Water and Sewer Advisory Council- West Ocean City-**(1) Term Endings-Dec. 21 - Keith Swanton
- **(3) - Commission for Women-Elizabeth Rodier**, (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

Pending Board Appointments - By Commissioner

District 1 - Nordstrom Thank you! All of your positions are assigned.

District 2 - Purnell

Thank you! All of your positions are assigned.

District 3 - Church

- p. 10 - Water & Sewer - Mystic Harbour - Martin Kwesko
- p. 10 - Water & Sewer - Mystic Harbour - Richard Jendrek
- p. 10 - Water & Sewer - Mystic Harbour - Bruce Burns
- p. 12 - Water and Sewer Advisory Board - West Ocean City - Keith Swanton
- p. 13 - Commission for Women - Elizabeth Rodier

District 4 - Elder

Thank you! All of your positions are assigned.

District 5 - Bertino

- p. 13 - Commission For Women - Vanessa Alban

District 6 - Bunting

- p. 9 - Ethics Board - David Deutsch
- p. 11 - Water and Sewer Advisory Council Ocean Pines - Gregory Sauter - resigned
- p. 13 - Commission For Women - Susan Childs - resigned

District 7 - Mitrecic

Thank you! All of your positions are assigned.

All Commissioners

p. 4 (1) - Adult Public Guardianship Board- (1) Vacancy - Psychiatrist

p. 6 (1) -Drug and Alcohol Abuse Council - 1 Position - (Passing of Dr. Cragway, Jr., also Knowledgeable of Substance Abuse Treatment), Mr. Orris hopes to have recommendations for The Commissioners later this year, **however**, if the Commissioners have someone they'd like to appoint, please advise.

p. 8 (4) - At Large position on Local Development Council For the Ocean Downs Casino-4 yr. Mark Wittmyer (Business - Ocean Pines) Terms Ending - Dec. 21 for (3) - Gee Williams (Church), Bob Gilmore (Bertino), David Massey (At-Large- Business O.P.)

p. 10 (3) - Water and Sewer Advisory Council - Mystic Harbour (Passing of Richard Jendrek and Bruce Burns) (1) - Term Ending-Dec. 21- Martin Kwesko

p. 11 (1) - Water and Sewer Advisory Council, Ocean Pines - (1) Term Ending - Gregory Sauter

p. 12 (1) - Water and Sewer Advisory Council- West Ocean City - (1) Term Endings - Dec. 21 - Keith Swanton

p. 13 (3) - Commission for Women - Elizabeth Rodier (Church) does not choose to be reappointed. Resignation of Susan Childs (Bunting), Vanessa Alban (Bertino)

ADULT PUBLIC GUARDIANSHIP BOARD

Reference: PGL Family Law 14-402, Annotated Code of Maryland

Appointed by: County Commissioners

Function: Advisory
Perform 6-month reviews of all guardianships held by a public agency.
Recommend that the guardianship be continued, modified or terminated.

Number/Term: 11/3 year terms
Terms expire December 31st

Compensation: None, travel expenses (under Standard State Travel Regulations)

Meetings: Semi-annually

Special Provisions: 1 member must be a professional representative of the local department
1 member must be a physician
1 member must be a psychiatrist from the local department of health
1 member must be a representative of a local commission on aging
1 member must be a representative of a local nonprofit social services organization
1 member must be a lawyer
2 members must be lay individuals
1 member must be a public health nurse
1 member must be a professional in the field of disabilities
1 member must be a person with a physical disability

Staff Contact: Department of Social Services - Roberta Baldwin (410-677-6872)

Current Members:

<u>Member's Name</u>	<u>Representing</u>	<u>Years of Term(s)</u>
Dr. Kenneth Widra	Psychiatrist	18-21
Dr. William Greer	Physician	07-10-13-16-19, 19-22
Richard Collins	Lawyer	95-98-01-04-07-10-13-16-19-22
Nancy Howard	Lay Person	*17-19, 19-22
Connie Wessels	Lay Person	*15-16-19, 19-22
Brandy Trader	Non-profit Soc. Service Rep.	*15-17, 17-20, 20-23
LuAnn Siler	Commission on Aging Rep.	17-20, 20-23
Jack Ferry	Professional in field of disabilities	*14-14-17-20, 20-23
Thomas Donoway	Person with physical disability	17-20, 20-23
Roberta Baldwin	Local Dept. Rep. - Social Services	03-06-09-12-15-18-21-24
Melissa Banks	Public Health Nurse	*02-03-06-09-12-15-18-21-24

* = Appointed to fill an unexpired term

Updated: March 15, 2022
Printed: May 31, 2022

ADULT PUBLIC GUARDIANSHIP BOARD

(Continued)

Prior Members:

Since 1972

Dr. Donald Harting
 Maude Love
 Thomas Wall
 Dr. Dorothy Holzworth
 B. Randall Coates
 Kevin Douglas
 Sheldon Chandler
 Martha Duncan
 Dr. Francis Townsend
 Luther Schultz
 Mark Bainum
 Thomas Mulligan
 Dr. Paul FloryBarbara Duerr
 Craig Horseman
 Faye Thomes
 Mary Leister
 Joyce Bell
 Rannoldph Barr
 Elsie Briddell
 John Sauer
 Dr. Timothy Bainum
 Ernestine Bailey
 Terri Selby (92-95)
 Pauline Robbins (92-95)
 Darryl Hagey
 Dr. Ritchie Shoemaker (92-95)
 Barry Johansson (93-96)
 Albert Straw (91-97)
 Nate Pearson (95-98)
 Dr. William Greer, III (95-98)
 Rev. Arthur L. George (95-99)
 Irvin Greene (96-99)
 Mary Leister (93-99)
 Otho Aydelotte, Jr. (93-99)
 Shirley D'Aprix (98-00)
 Theresa Bruner (91-02)
 Tony Devereaux (93-02)
 Dr. William Krone (98-02)
 David Hatfield (99-03)
 Dr. Kimberly Richardson (02-03)
 Ina Hiller (91-03)
 Dr. David Pytlewski (91-06)
 Jerry Halter (99-06)
 Dr. Glenn Arzadon (04-07)
 Madeline Waters (99-08)
 Mimi Peuser (03-08)
 Dr. Gergana Dimitrova
 (07-08)Carolyn Cordial (08-13)
 June Walker (02-13)
 Bruce Broman (00-14)
 Lori Carson (13-14)

Pattie Tingle (15-16)
 The Rev. Guy H. Butler
 (99-17)Debbie Ritter (07-17)
 Dean Perdue (08-17)
 Dr. Dia Arpon *(10-18)

* = Appointed to fill an unexpired term

Updated: March 15, 2022
 Printed: May 31, 2022

DRUG AND ALCOHOL ABUSE COUNCIL

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>		
Eric Gray (Christina Purcell)	Substance Abuse Treatment Provider	*15-18, 18-22
Sue Abell-Rodden	Recipient of Addictions Treatment Services	10-14-18, 18-22
Colonel Doug Dods	Knowledgeable on Substance Abuse Issues	04-10 (adv)-14-18-22
Jaclyn Sturgis	Knowledgeable on Substance Abuse Issues	*22-23
Jim Freeman, Jr.	Knowledgeable on Substance Abuse Issues	04-11-15, 15-19, 19-23
Mimi Dean	Substance Abuse Prevention Provider	*18-19, 19-23
Kim Moses	Knowledgeable on Substance Abuse Issues	08-12-16-20, 20-24
Dr. Roy W. Cragway, Jr.	Knowledgeable on Substance Abuse Issues	*17-20, 20-24
Rev. James Jones	Knowledge of Substance Abuse Issues	*21-25
Tina Simmons	Knowledge of Substance Abuse Treatment	21-25

Deceased

<u>Ex-Officio Members</u>		
Rebecca Jones	Health Officer	Ex-Officio, Indefinite
Roberta Baldwin	Social Services Director	Ex-Officio, Indefinite
Spencer Lee Tracy, Jr.	Juvenile Services, Regional Director	Ex-Officio, Indefinite
Trudy Brown	Parole & Probation, Regional Director	Ex-Officio, Indefinite
Kris Heiser	State's Attorney	Ex-Officio, Indefinite
Burton Anderson	District Public Defender	Ex-Officio, Indefinite
Sheriff Matt Crisafulli	County Sheriff	Ex-Officio, Indefinite
William Gordy (Eloise Henry Gordy)	Board of Education President	Ex-Officio, Indefinite
Diana Purnell	County Commissioners	Ex-Officio, Indefinite
Judge Brian Shockley (Jen Bauman)	Circuit Court Administrative Judge	Ex-Officio, Indefinite
Judge Gerald Purnell (Tracy Simpson)	District Court Administrative Judge	Ex-Officio, Indefinite
Donna Bounds	Warden, Worcester County Jail	Ex-Officio, Indefinite

* Appointed to a partial term for proper staggering, or to fill a vacant term

Advisory Members

Lt. Earl W. Starnier	Maryland State Police	Since 2004
Charles "Buddy" Jenkins	Business Community - Jolly Roger Amusements	
Chief Ross Buzzuro (Lt. Rick Moreck)	Ocean City Police Dept.	
Leslie Brown	Hudson Health Services, Inc.	
James Mcquire, P.D.	Health Care Professional - Pharmacist	Since 2018
Shane Ferguson	Wor-Wic Community College Rep.	Since 2018
Jessica Sexauer, Director	Local Behavioral Health Authority	Since 2018

Prior Members:

Since 2004

Vince Gisriel	Peter Buesgens
Michael McDermott	Aaron Dale
Marion Butler, Jr.	Garry Mumford
Judge Richard Bloxom	Sharon Smith
Paula Erdie	Jennifer Standish
Tom Cetola	Karen Johnson (14-17)
Gary James (04-08)	Rev. Bill Sterling (13-17)
Vickie Wrenn	Kat Gunby (16-18)
Deborah Winder	William McDermott
Garry Mumford	Sheriff Reggie Mason
Judge Theodore Eschenburg	Colleen Wareing (*06-19)
Andrea Hamilton	Rev. Matthew D'Amario(*18-21)
Fannie Birkhead	Donna Nordstron *(19-21)
Sharon DeMar Reilly	Jennifer LaMade (*12-22)
Lisa Gebhardt	
Jenna Miller	
Dick Stegmaier	
Paul Ford	
Megan Griffiths	
Ed Barber	
Eloise Henry-Gordy	
Lt. Lee Brumley	
Ptl. Noal Waters	
Ptl. Vicki Fisher	
Chief John Groncki	
Chief Arnold Downing	
Frank Pappas	
Captain William Harden	
Linda Busick (06-10)	
Sheriff Chuck Martin	
Joel Todd	
Diane Anderson (07-10)	
Joyce Baum (04-10)	
James Yost (08-10)	
Ira "Buck" Shockley (04-13)	
Teresa Fields (08-13)	
Frederick Grant (04-13)	
Doris Moxley (04-14)	
Commissioner Merrill Lockfaw	
Kelly Green (08-14)	
Sheila Warner - Juvenile Services	
Chief Bernadette DiPino - OCPD	
Chief Kirk Daugherty -SHPD	
Mike Shamburek - Hudson Health	
Shirleen Church - BOE	
Tracy Tilghman (14-15)	
Marty Pusey (04-15)	
Debbie Goeller	

* Appointed to a partial term for proper staggering, or to fill a vacant term

Updated: March 15, 2022
Printed: May 31, 2022

LOCAL DEVELOPMENT COUNCIL FOR THE OCEAN DOWNS CASINO

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
Gee Williams °	Dist. 3 - Church	Resident - Berlin	09-13-17, 17-21
Bob Gilmore	Dist. 5 - Bertino	Resident - Ocean Pines	*19-21
David Massey °	At-Large	Business - Ocean Pines	09-13-17, 17-21
Bobbi Sample	Ocean Downs Casino	Ocean Downs Casino	17-indefinite
Cam Bunting °	At-Large	Business - Berlin	*09-10-14-18, 18-22
Matt Gordon	Dist. 1 - Nordstrom	Resident - Pocomoke	19-22
Mary Beth Carozza		Maryland Senator	14-18, 18-22
Wayne A. Hartman		Maryland Delegate	18-22
Charles Otto		Maryland Delegate	14-18, 18-22
Roxane Rounds	Dist. 2 - Purnell	Resident - Berlin	*14-15-19, 19-23
Michael Donnelly	Dist. 7 - Mitrecic	Resident - Ocean City	*16-19, 19-23
Steve Ashcraft	Dist. 6 - Bunting	Resident - Ocean Pines	*19-20, 20-24
Gary Weber	Dist. 4 - Elder	Resident - Snow Hill	*19-20, 20-24
Mayor Rick Meehan °	At-Large	Business - Ocean City	*09-12-16-20-24

Prior Members:

J. Lowell Stoltzfus ° (09-10)
Mark Wittmyer ° (09-11)
John Salm ° (09-12)
Mike Pruitt ° (09-12)
Norman H. Conway ° (09-14)
Michael McDermott (10-14)
Diana Purnell ° (09-14)
Linda Dearing (11-15)

Since 2009

Todd Ferrante ° (09-16)
Joe Cavilla (12-17)
James N. Mathias, Jr. ° (09-18)
Ron Taylor ° (09-14)
James Rosenberg (09-19)
Rod Murray ° (*09-19)

Charlie Dorman (12-19)

* = Appointed to fill an unexpired term/initial terms staggered
° = Charter Member

ETHICS BOARD

Reference: Public Local Law, Section CG 5-103

Appointed by: County Commissioners

Function: Advisory
 Maintain all Ethics forms; develop procedures and policies for advisory opinions to persons subject to the Ethics Law and for processing complaints alleging violations of the Ethics Law; conduct a public information program regarding the purpose and application of the Ethics Law; annually certify compliance to the State; and recommend any changes to the Commissioners in order to comply with State Ethics Law.

Number/Term: 7/4 years
 Terms expire December 31st

Compensation: \$100 per meeting

Meetings: As Necessary

Special Provisions:

Staff Contact: Roscoe Leslie, County Attorney (410-632-1194)

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>
David Deutsch	D-6, Bunting	Ocean Pines	17-21
Faith Mumford	D-2, Purnell	Snow Hill	14-18, 18-22
Mickey Ashby	D-1, Nordstrom	Pocomoke	14-18, 18-22
Frank Knight	D-7, Mitrecic	Ocean City	*14-19, 19-23
Judy Giffin	D-5, Bertino	Ocean Pines	*21-24
Joseph Stigler	D-4, Elder	Berlin	16-20, 20-24
Bruce Spangler	D-3, Church	Berlin	*02-05-09-13-17-21-25

Term Ended

Prior Members: (Since 1972)

J.D. Quillin, III
 Charles Nelson
 Garbriel Purnell
 Barbara Derrickson
 Henry P. Walters
 William Long
 L. Richard Phillips (93-98)
 Marigold Henry (94-98)
 Louis Granados (94-99)
 Kathy Philips (90-00)
 Mary Yenny (98-05)
 Bill Ochse (99-07)
 Randall Mariner (00-08)
 Wallace D. Stein (02-08)

William Kuhn (90-09)
 Walter Kissel (05-09)
 Marion Chambers (07-11)
 Jay Knerr (11-14)
 Robert I. Givens, Jr. (98-14)
 Diana Purnell (09-14)
 Kevin Douglas (08-16)
 Lee W. Baker (08-16)
 Richard Passwater (09-17)
 Jeff Knepper (16-21)

* = Appointed to fill an unexpired term

Updated: March 1, 2022
 Printed: May 31, 2022

**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	Term Ended
Richard Jendrek ^C	Bay Vista I	05-10-14-18, 18-22	Deceased
Matthew Kraeuter	Ocean Reef	19-22	
Joseph Weitzell ^C	Mystic Harbour	05-11-15-19, 19-23	Deceased
Bruce Burns	Deer Point	19-23	
David Dypsky	Teal Marsh Center	*10-12-16, 16-20, 20-24	
Stan Cygam	Whispering Woods	*18-20, 20-24	

Prior Members: (Since 2005)

John Pinnero ^C (05-06)	Carol Ann Beres (14-18)
Brandon Phillips ^C (05-06)	Bob Hunt (*06-19)
William Bradshaw ^C (05-08)	
Buddy Jones (06-08)	
Lee Trice ^C (05-10)	
W. Charles Friesen ^C (05-13)	
Alma Seidel (08-14)	
Gerri Moler (08-16)	
Mary Martinez (16-18)	

^C = Charter member - Initial Terms Staggered in 2005
* = Appointed to fill an unexpired term

**WATER AND SEWER ADVISORY COUNCIL
OCEAN PINES 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 of Ocean Pines Service Area

Staff Support: Department of Public Works - Water and Wastewater Division
Chris Clasing- (410-641-5251)

Current Members:

<u>Name</u>	<u>Resides</u>	<u>Years of Term(s)</u>
Gregory R. Sauter, P.E.	Ocean Pines	17-21
James Spicknall	Ocean Pines	07-10-14-18, 18-22
Frederick Stiehl	Ocean Pines	*06-08-12-16-20, 20-24
John F. (Jack) Collins, Jr.	Ocean Pines	*18-21, 21-25
William Gabeler	Ocean Pines	22 - 26

Term Ended

Prior Members: (Since 1993)

Andrew Bosco (93-95)
Richard Brady (96-96, 03-04)
Michael Robbins (93-99)
Alfred Lotz (93-03)
Ernest Armstrong (93-04)
Jack Reed (93-06)
Fred Henderson (04-06)
E. A. "Bud" Rogner (96-07)
David Walter (06-07)
Darwin "Dart" Way, Jr. (99-08)
Aris Spengos (04-14)
Gail Blazer (07-17)
Mike Hegarty (08-17)
Michael Reilly (14-18)
Bob Poremski (17-20)

* = Appointed to fill an unexpired term

Updated: February 1, 2022
Printed: May 31, 2022

**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	Term Ended
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)

* = Appointed to fill an unexpired term
c = Charter member

COMMISSION FOR WOMEN

Reference: Public Local Law CG 6-101

Appointed by: County Commissioners

Function: Advisory

Number/Term: 11/3-year terms; Terms Expire December 31

Compensation: None

Meetings: At least monthly (3rd Tuesday at 5:30 PM - alternating between Berlin and Snow Hill)

Special Provisions: 7 district members, one from each Commissioner District
 4 At-large members, nominations from women's organizations & citizens
 4 Ex-Officio members, one each from the following departments: Social Services, Health & Mental Hygiene, Board of Education, Public Safety
 No member shall serve more than six consecutive years

Contact: Tamara White and Coleen Colson, Co-Chair
 Worcester County Commission for Women - P.O. Box 1712, Berlin, MD 21811

Current Members:

<u>Member's Name</u>	<u>Nominated By</u>	<u>Resides</u>	<u>Years of Term(s)</u>	
Elizabeth Rodier	D-3, Church	Bishopville	18-21	<i>Resigned</i>
Mary E. (Liz) Mumford	At-Large	W. Ocean City	*16, 16-19, 19-22	
Coleen Colson	Dept of Social Services		19-22	
Hope Carmean	D-4, Elder	Snow Hill	*15-16-19, 19-22	
Windy Phillips	Board of Education		19-22	
Tamara White	D-1, Nordstrom	Pocomoke City	17-20, 20-23	
Kris Heiser	Public Safety - State Attorney Office		21-24	
Susan Childs	D-6, Bunting	Berlin	21-24	<i>Resigned</i>
Terri Shockley	At-Large	Snow Hill	17-20, 20-23	
Laura Morrison	At-Large	Pocomoke	*19-20, 20-23	
Crystal Bell, MPA	Health Department		*22-23	
Vanessa Alban	D-5, Bertino	Ocean Pines	17-20, 20-23	<i>Resigned</i>
Dr. Darlene Jackson-Bowen	D-2, Purnell	Pocomoke	*19-21, 21-24	
Kimberly List	D-7, Mitrecic	Ocean City	18- 21, 21-24	
Gwendolyn Lehman	At-Large	OP, Berlin	*19-21, 21-24	

Prior Members: Since 1995

Ellen Pilchard^c (95-97)
 Helen Henson^c (95-97)
 Barbara Beaubien^c (95-97)
 Sandy Wilkinson^c (95-97)
 Helen Fisher^c (95-98)
 Bernard Bond^c (95-98)
 Jo Campbell^c (95-98)
 Karen Holck^c (95-98)
 Judy Boggs^c (95-98)
 Mary Elizabeth Fears^c (95-98)
 Pamela McCabe^c (95-98)
 Teresa Hammerbacher^c (95-98)
 Bonnie Platter (98-00)
 Marie Velong^c (95-99)
 Carole P. Voss (98-00)
 Martha Bennett (97-00)

Patricia Ilczuk-Lavanceau (98-99)
 Lil Wilkinson (00-01)
 Diana Purnell^c (95-01)
 Colleen McGuire (99-01)
 Wendy Boggs McGill (00-02)
 Lynne Boyd (98-01)
 Barbara Trader^c (95-02)
 Heather Cook (01-02)
 Vyoletus Ayres (98-03)
 Terri Taylor (01-03)
 Christine Selzer (03)
 Linda C. Busick (00-03)
 Gloria Bassich (98-03)
 Carolyn Porter (01-04)
 Martha Pusey (97-03)
 Teole Brittingham (97-04)

Catherine W. Stevens (02-04)
 Hattie Beckwith (00-04)
 Mary Ann Bennett (98-04)
 Rita Vaeth (03-04)
 Sharyn O'Hare (97-04)
 Patricia Layman (04-05)
 Mary M. Walker (03-05)
 Norma Polk Miles (03-05)
 Roseann Bridgman (03-06)
 Sharon Landis (03-06)

* = Appointed to fill an unexpired term

^c = Charter member

Updated: May 17, 2022

Printed: May 31, 2022

Prior Members: Since 1995 (continued)

Dr. Mary Dale Craig (02-06)	Michelle Bankert *(14-18)
Dee Shorts (04-07)	Nancy Fortney (12-18)
Ellen Payne (01-07)	Cristi Graham (17-18)
Mary Beth Quillen (05-08)	Alice Jean Ennis (14-17)
Marge SeBour (06-08)	Lauren Mathias Williams *(16-18)
Meg Gerety (04-07)	Teola Brittingham *(16-18)
Linda Dearing (02-08)	Jeannine Jerscheid *(18-19)
Angela Hayes (08)	Shannon Chapman (*17-19)
Susan Schwarten (04-08)	Julie Phillips (13-19)
Marilyn James (06-08)	Bess Cropper (15-19)
Merilee Horvat (06-09)	Kelly Riwniak *(19-20)
Jody Falter (06-09)	Kelly O'Keane (17-22)
Kathy Muncy (08-09)	
Germaine Smith Garner (03-09)	
Nancy Howard (09-10)	
Barbara Witherow (07-10)	
Doris Moxley (04-10)	
Evelyne Tyndall (07-10)	
Sharone Grant (03-10)	
Lorraine Fasciocco (07-10)	
Kay Cardinale (08-10)	
Rita Lawson (05-11)	
Cindi McQuay (10-11)	
Linda Skidmore (05-11)	
Kutresa Lankford-Purnell (10-11)	
Monna Van Ess (08-11)	
Barbara Passwater (09-12)	
Cassandra Rox (11-12)	
Diane McGraw (08-12)	
Dawn Jones (09-12)	
Cheryl K. Jacobs (11)	
Doris Moxley (10-13)	
Kutresa Lankford-Purnell (10-12)	
Terry Edwards (10-13)	
Dr. Donna Main (10-13)	
Beverly Thomas (10-13)	
Caroline Bloxom (14)	
Tracy Tilghman (11-14)	
Joan Gentile (12-14)	
Carolyn Dorman (13-16)	
Arlene Page (12-15)	
Shirley Dale (12-16)	
Dawn Cordrey Hodge (13-16)	
Carol Rose (14-16)	
Mary Beth Quillen (13-16)	
Debbie Farlow (13-17)	
Corporal Lisa Maurer (13-17)	
Laura McDermott (11-16)	
Charlotte Cathell (09-17)	
Eloise Henry-Gordy (08-17)	

* = Appointed to fill an unexpired term

c = Charter member

Updated: May 17, 2022

Printed: May 31, 2022



Worcester County Administration

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

- Future Work Session Required
- Broadband Committee / Board needed

May 24th, 2022

TO: *The Daily Times Group and The Ocean City Today Group*
FROM: Joseph E. Parker III, Deputy Chief Administrative Officer
SUBJECT: Public Hearing on American Rescue Plan Act Funding

.....
Please print the attached Public Hearing Notice in *The Daily Times/Worcester County Times/Ocean Pines Independent* and *Ocean City Digest/Ocean City Today* on June 2, 2022 and June 9, 2022. Thank you.

**NOTICE OF
PUBLIC HEARING FOR
AMERICAN RESCUE PLAN ACT FUNDING
WORCESTER COUNTY, MARYLAND**

The Worcester County Commissioners will hold a public hearing on the application of disbursed American Rescue Plan Act (ARPA) funding to comply with federal guidance and provide direction to staff. Of the \$10,154,000 ARPA funds dedicated to Worcester County, \$3,487,000 is currently obligated to the following: Lewis Road Sewer Project, Maryland Broadband Cooperative, Talkie Grant Match and Riddle Farm Waste Water Treatment Plant. \$6,667,000 remains to be designated. At said public hearing the County Commissioners will consider five broad categories for the use of ARPA funds to include the following: Category 1: Public Sector Revenue Loss Allowance; Category 2: Public Health and Economic Response; Category 3 Restore and Support Public Sector Capacity; Category 5: Premium Pay for Essential Workers; Category 5: Water and Sewer and Broadband Infrastructure. The County Commissioners will hold a

PUBLIC HEARING
on
TUESDAY, JUNE 21st, 2022
AT 10:45 AM
COUNTY COMMISSIONERS' MEETING ROOM
WORCESTER COUNTY GOVERNMENT CENTER – ROOM 1101
ONE WEST MARKET STREET
SNOW HILL, MARYLAND 21863
www.co.worcester.md.us
THE WORCESTER COUNTY COMMISSIONERS



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

ITEM 21

APPROVED

WSY 5/5/22

MEMORANDUM

TO: Worcester County Commissioners
FROM: Weston S. Young, Chief Administrative Officer
DATE: April 25, 2022
RE: ARPA Public Hearing Request

Since our last discussion in September 2021, updated guidance has been issued by the US Department of the Treasury on the spending of ARPA funds. I have attached a summary of pertinent guidance on Page 2. We are also due to receive the second tranche of ARPA funding in June. Due to these factors, **I am requesting permission to schedule a public hearing** to stay in line with the federal guidance as well as to ultimately provide direction to staff to begin expending the funds.

Of the \$10,154,000 ARPA funds dedicated to Worcester County, we have currently obligated \$3,487,000 and is further detailed on page 5. This leaves \$6,667,000 currently unallocated.

ARPA Guidance

CATEGORY 1. PUBLIC SECTOR REVENUE LOSS ALLOWANCE

Counties may use revenue loss for general government services up to the revenue loss amount, whether using the standard allowance (up to \$10 million) or the amount calculated using Treasury’s formula for each eligible year:

- Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise
- Common examples include, but are not limited to:
- Construction of schools and hospital
- Road building and maintenance, and other infrastructure
- Health services
- General government administration, staff and administrative facilities
- Environmental remediation
- Police, first responders and other public safety services (including purchase of fire trucks, police vehicles and other equipment)
- Other general government services

RECOVERY FUNDS USED TO REPLACE “REVENUE LOSS” ARE MORE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE FINAL RULE.

HOWEVER, the following activities are NOT an eligible use of a county’s “revenue loss” allowance:

- Extraordinary contribution to a pension fund — Does not apply to pension contributions that are part of regular payroll contributions for employees whose wages and salaries are an eligible use of Recovery Funds
- Debt service payment, including Tax Anticipation Notes (TANs)
- Rainy day or reserve account
- Settlement agreement, judgment, consent decree or judicially confirmed debt (with limited exceptions)
- (NEW) Activity that conflicts with the purpose of the American Rescue Plan Act statute (e.g. uses of funds that conflict with COVID-19 mitigation practices in line with CDC guidance and recommendations)
- Violations of Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance

CATEGORY 2. PUBLIC HEALTH AND ECONOMIC RESPONSE

- Public Health
- Assistance to households
- Assistance to small businesses
- Assistance to nonprofits
- Aid to impacted industries
- Public Sector Capacity

CATEGORY 3. RESTORE AND SUPPORT PUBLIC SECTOR CAPACITY

Counties may use Recovery Funds to restore and bolster public sector capacity, with the goal of supporting the public sector's ability to deliver critical COVID-19 services.

1. Cover payroll and covered benefits for existing public safety, public health, health care, human services and similar employees of a recipient government (WARNING: ARP Recovery Funds have different rules than the CARES Act!)
2. Rehire public sector staff to pre-pandemic levels OR above pre-pandemic levels with a 7.5 percent growth allowance
3. Support and retain public sector workers:
 - Provide additional funding for employees who experienced pay reductions or were furloughed
 - Maintain current compensation levels to prevent layoffs
 - Provide worker retention incentives, including reasonable increases in compensation (shall be additive to an employee's regular compensation and shall be less than 25 percent of the rate of base pay for an individual and no more than 10 percent for a group)
 - Cover administrative costs associated with hiring, support and retention programs
4. Provide effective service delivery (including cleanup of county services backlogs, program evaluations, and technology upgrades)

CATEGORY 4. PREMIUM PAY FOR ESSENTIAL WORKERS

Counties may provide premium pay (up to \$13 per hour & capped at \$25K per individual) to eligible workers performing essential work, either in public sector roles or through grants to third-party employers.

CATEGORY 5. WATER AND SEWER AND BROADBAND INFRASTRUCTURE

Counties may use Recovery Funds for a broad range of water, sewer and stormwater infrastructure investments.

NEW ELIGIBLE WATER & SEWER PROJECTS UNDER FINAL RULE

- Culvert repair
- Resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, including:
 - Lead testing
 - Installation of corrosion control treatment
 - Lead service line replacement
 - Water quality testing, compliance monitoring, and remediation activities (I.e. replacement of internal plumbing and faucets and fixtures in schools and childcare facilities)

The Final Rule broadens eligible broadband infrastructure investments to ensure better connectivity for residents.

1. IDENTIFY AN ELIGIBLE AREA FOR INVESTMENT
 - Counties are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100 Mbps download/20 Mbps upload speeds
 - Beyond the threshold, counties have broad flexibility to define need in a community. Examples of need include: — Lack of access to a reliable high-speed broadband connection — Lack of affordable broadband — Lack of reliable service
2. DESIGN A PROJECT TO MEET HIGH-SPEED TECHNICAL STANDARDS
 - Projects are required to meet or exceed 100 Mbps download/100 Mbps upload (with flexibility for 100 Mbps/20 Mbps upgrades in more limited scenarios)
3. REQUIRES ENROLLMENT IN LOW-INCOME SUBSIDY PROGRAM
 - Must offer FCC's Affordable Connectivity Program (ACP) or provide access to broad-based affordability program to low-income consumers as part of the project

General Fund - American Rescue Plan Act (ARPA) of 2021

ARPA Expenditures 6/1/21-12/31/24

Updated As of 03/31/22

1	American Rescue Plan Act 2021 \$10,154,000	Date		Obligated	
	1st Half deposit received	06/01/21	5,077,000.00		
	2nd Half desposit estimated	~6/1/2022	5,077,000.00		
	Lewis Road Sewer Extension	06/15/21		507,000.00	
	Maryland Broadband Cooperative	09/21/21		820,000.00	
	Talkie Grant Match	01/11/22		2,000,000.00	
	Riddle Farm Waste Water Treatment Plant	03/01/22		160,000.00	
	acct 100.1090.070.6160.400				Available
			10,154,000.00	3,487,000.00	6,667,000.00

American Rescue Plan Act 2021 Expenditures	Obligated	Expended	Remaining	Expense Category *
Lewis Road Sewer Extension	507,000.00	-	507,000.00	Water, Sewer, Broadband
Maryland Broadband Cooperative	820,000.00	-	820,000.00	Water, Sewer, Broadband
Talkie Grant Match	2,000,000.00	-	2,000,000.00	Revenue Loss
Riddle Farm Waste Water Treatment Plant	160,000.00	(114,850.00)	45,150.00	Revenue Loss
			-	
acct 100.1090.070.6160.400			-	
	3,487,000.00	(114,850.00)	3,372,150.00	

* ARPA Expense Categories

Public Health and Economic Response

Restore and Support Public Sector Capacity

Premium Pay for Essential Workers

Water and Sewer and Broadband Infrastructure

Revenue Loss (may still be used for above categories)

Counties may use revenue loss for general government services up to \$10 million.

Government services generally include any service traditionally provided by a government, unless Treasury has stated otherwise.