



CITY OF SALISBURY CITY COUNCIL AGENDA

NOVEMBER 28, 2022

6:00 p.m.

Government Office Building, Room 301, Salisbury, Maryland and Zoom Video Conferencing

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Rev. Dr. Maggie Gillespie, Wicomico Presbyterian Church
- 6:04 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- City Clerk Kimberly Nichols
- November 14, 2022 Council Meeting Minutes
 - **Resolution No. 3198**- approving the re-appointment of David Plotts to the Parks & Recreation Committee for term ending November 2025
- 6:08 p.m. ORDINANCES- City Attorney Ashley Bosche
- **Ordinance No. 2756**- 2nd reading- amending Title 5 of the Salisbury City Code, Business Licenses and Regulations, to prohibit retail establishments from providing plastic carryout bags to customers
 - **Ordinance No. 2757**- 2nd reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Account
 - **Ordinance No. 2759**- 1st reading- amending Section 1.16.100 of the Salisbury City Code, entitled "Waiver of Fines – Authority to Issue Citations – Violations and Penalties - Repealer" to add to the categories of persons with the authority to issue citations for municipal infractions and further amending Section 8.04.050 of the Salisbury City Code entitled "False Alarms – Violations and Penalties" to clarify departmental responsibilities specific to false alarm fees and citations
 - **Ordinance No. 2760**- 1st reading- approving an amendment to the FY 2023 General Fund Budget and the Grant Fund so to further appropriate funds for redesign of the Salisbury Zoo's Andean Bear exhibit
 - **Ordinance No. 2761**- 1st reading- authorizing the Mayor to enter into a memorandum of understanding with the Wicomico County Health Department and approving a budget amendment of the FY2023 General Fund Budget to appropriate funds received from the Wicomico County Health Department in the amount of \$10,000.00
 - **Ordinance No. 2762**- 1st reading- authorizing the Mayor to enter into a contract with TidalHealth for the purpose accepting sub-granted funds in the amount of \$62,500

- **Ordinance No. 2763**- 1st reading- to amend Chapter 2.12 of the Salisbury City Code, entitled “Department of Infrastructure and Development”, for the purpose of removing the authority to enforce the City Fire Prevention Code from the director of the Department of Infrastructure and Development

6:20 p.m. PUBLIC COMMENTS

6:25 p.m. ADMINISTRATION and COUNCIL COMMENTS

6:30 p.m. ADJOURNMENT

Copies of the agenda items are available for review in the City Clerk’s Office, Room 305 – City/County Government Office Building, 410-548-3140 or on the City’s website www.salisbury.md. City Council Meetings are conducted in Open Session unless otherwise indicated. All or part of the Council’s meetings can be held in Closed Session under the authority of the Maryland Open Meetings Law, Annotated Code of Maryland General Provisions Article § 3-305(b) by vote of the City Council.

NEXT COUNCIL MEETING – DECEMBER 12, 2022

- Resolution No. - audit presentation and acceptance
- **Ordinance No. 2759**- 2nd reading- amending Section 1.16.100 of the Salisbury City Code, entitled “Waiver of Fines – Authority to Issue Citations – Violations and Penalties - Repealer” to add to the categories of persons with the authority to issue citations for municipal infractions and further amending Section 8.04.050 of the Salisbury City Code entitled “False Alarms – Violations and Penalties” to clarify departmental responsibilities specific to false alarm fees and citations
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- **Ordinance No. 2762**- 2nd reading- authorizing the Mayor to enter into a contract with TidalHealth for the purpose accepting sub-granted funds in the amount of \$62,500
- **Ordinance No. 2763**- 2nd reading- to amend Chapter 2.12 of the Salisbury City Code, entitled “Department of Infrastructure and Development”, for the purpose of removing the authority to enforce the City Fire Prevention Code from the director of the Department of Infrastructure and Development

Join Zoom Meeting
<https://us02web.zoom.us/j/88186172560>
 Meeting ID: 881 8617 2560
 Phone: 1.301.715.8592

CITY OF SALISBURY, MARYLAND

REGULAR MEETING

NOVEMBER 14, 2022

PUBLIC OFFICIALS PRESENT

*Council President John “Jack” R. Heath
Council Vice President Muir Boda
Councilwoman April Jackson*

*Mayor Jacob R. Day
Councilwoman Michele Gregory*

PUBLIC OFFICIALS ABSENT

Councilwoman Angela M. Blake

IN ATTENDANCE

City Administrator Julia Glanz, Deputy City Administrator Andy Kitzrow, Information Services Director Bill Garrett, Procurement Director Jennifer Miller, Fire Chief John Tull, Deputy Chief Chris O’Barsky, City Attorney Ashley Bosche (via Zoom), City Clerk Kimberly Nichols, and members of the public

CITY INVOCATION – PLEDGE OF ALLEGIANCE

The City Council met in regular session at 6:00 p.m. via Zoom and in person. Council President John “Jack” R. Heath called the meeting to order. After the recital of the pledge to the flag, Rev. Dr. Maggie Gillespie provided the invocation.

PROCLAMATIONS- presented by Mayor Jacob R. Day

• **National Runaway Prevention Program**

Mayor Day presented the proclamation to Keisha from Fenix Youth Project, Inc. to urge citizens to support the effort to increase public awareness and provide positive and safe alternatives to runaway and homeless youth and their families. National Runaway Prevention Month began in 2002 because the occurrence of runaways and homelessness among youth is staggering. Fenix Youth Project, Inc. in Salisbury, Maryland, under the leadership of Executive Director Amber Green provides support for marginalized youth through a variety of programs.

• **National Epilepsy Month**

Mayor Day presented the proclamation to recognize November as Epilepsy Month. Epilepsy is a brain disorder in which recurrent, unprovoked seizures develop at any age, and affects about 470,000 children and 3 million adults in the United States. Currently, there is no cure for epilepsy, but there are ways to minimize the risk and frequency of seizures including reducing stress levels, wearing protective gear when playing sports, eating a balanced diet, and taking prescribed medications as directed by your physician.

47 **ADOPTION OF LEGISLATIVE AGENDA**

48
49 *Mr. Boda moved, Ms. Gregory seconded, and the vote was unanimous (3-0) to approve the*
50 *legislative agenda as presented. Ms. Jackson had momentarily left Council Chambers when the*
51 *vote was called.*

52
53 **CONSENT AGENDA**- presented by City Clerk Kimberly Nichols

54
55 *The Consent Agenda, consisting of the following items, was unanimously approved (4-0 vote) on*
56 *a motion and second by Ms. Gregory and Mr. Boda, respectively.*
57

- *October 3, 2022 Work Session Minutes*
- *October 3, 2022 Closed Session Minutes (emailed separately)*
- *October 10, 2022 Council Meeting Minutes*
- *October 17, 2022 Work Session Minutes*
- *October 24, 2022 Council Meeting Minutes*
- *November 7, 2022 Work Session Minutes*
- *Resolution No. 3197- to approve the appointment of Jon Wilson to the Parks & Recreation Committee for term ending November 2025*

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59 **AWARD OF BIDS**- presented by Procurement Director Jennifer Miller

60
61 *The following Award of Bids was unanimously approved on a motion by Ms. Jackson and*
62 *seconded by Ms. Gregory:*

- 63
64 • *ITB A-23-106 Multi-function Copier Lease Agreement* *\$213,960.00 (5 yr. term)*

65
66 **ORDINANCES**- presented by City Attorney Ashley Bosche (via Zoom)

- 67
68 • **Ordinance No. 2746**- 2nd reading- *approving a budget amendment of the FY2023*
69 *General Fund Budget and Water and Sewer Fund Budget to appropriate funds to the*
70 *Operating Budget of the Department of Field Operations and the Operating Budget of*
71 *the Department of Water Works*

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73 *Ms. Jackson moved, Mr. Boda seconded, and the vote was unanimous to approve*
74 *Ordinance No. 2746 for second reading.*

- 75
76 • **Ordinance No. 2751**- 2nd reading- *approving a budget amendment of the FY2023 General*
77 *Fund Budget to appropriate funds to customize Salisbury Police Department vehicles with*
78 *proper police equipment*

79
80 *Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve*
81 *Ordinance No. 2751 for second reading.*

- 82
83 • **Ordinance No. 2752**- 2nd reading- *approving an amendment to the General Fund*
84 *Budget reflecting the acceptance of grant funds from the State of Maryland,*

Governor's Office of Crime Control and Prevention and further appropriating such funds to purchase "EZ Child ID - Complete EZ Turnkey System."

Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2752 for second reading.

- **Ordinance No. 2753**- 2nd reading- authorizing the Mayor to appropriate additional funds for the Paleo Well # 3 project

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2753 for second reading.

- **Ordinance No. 2754**- 2nd reading- approving an amendment to the General Capital Project Fund Budget to appropriate additional funds required for construction of the Zoo Administration Building

Mr. Boda moved, Ms. Jackson seconded, and the vote was unanimous to approve Ordinance No. 2754 for second reading.

- **Ordinance No. 2755**- 2nd reading- approving an amendment of the FY2023 General Fund Budget to appropriate additional funds required for Field Operations

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2755 for second reading.

- **Ordinance No. 2756**- 1st reading- amending Title 5 of the Salisbury City Code, Business Licenses and Regulations, to prohibit retail establishments from providing plastic carryout bags to customers

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2756 for first reading.

- **Ordinance No. 2757**- 1st reading- approving a budget amendment of the FY2023 General Fund Budget to appropriate funds to the Salisbury Fire Department's Operating Account

Ms. Jackson moved, Ms. Gregory seconded, and the vote was unanimous to approve Ordinance No. 2757 for first reading.

PUBLIC COMMENTS

The following comments were received by two members of the public and the attached sheets were provided by other members of the public:

- As a member of the Green Team and Biology professor at Salisbury University, speaker supported the Shop Green SBY initiative.

- Plastic waste was a huge issue around the world, and reducing the plastic bag usage in Salisbury was a clear first step on reducing reliance on single-use plastics.
- In the course of his work he found bits of plastic in fish in the Wicomico and Nanticoke.
- Reusable bags were easy to carry around and plastics were not needed.
- Another person spoke on behalf of the Environmental Students Association at Salisbury University and brought 700 plastic bags into Council Chambers.
- Discussed the Broken Windows Theory and how the bags which polluted the water, trees and ground could send a sub-conscious signal that residents were not as valuable as the trash they walked around with. The association was in favor of the plastic bag ban.

ADMINISTRATION AND COUNCIL COMMENTS

Mayor Day said there were eight important ordinances approved and thanked Council for the impactful evening. He appreciated the visual of the 700 plastic bags on the floor and thanked Elise and the Green Team for their leadership, the Chamber of Commerce, and the community businesses for their support of the ban. He invited the public to the State of the City Address tomorrow night at 7:00 p.m. at Holloway Hall.

Ms. Gregory thanked the Eastern Shore Sierra Club for their support of the ban. She announced Third Friday was this week and there would be Christmas lights and music!

Ms. Jackson asked everyone to stay safe while holiday shopping. Lock your cars and don't go shopping alone. She asked parents to not allow young children to ride scooters around the City because sooner or later someone would get hurt.

Mr. Boda toured the beautiful Ross building and was excited for the City.

President Heath reminded the public that the Eastern Shore and United States were in dire need for blood. If healthy enough, please donate blood. He also invited everyone to the State of the City Address. He thanked the Chamber of Commerce, all the businesses and constituents who supported the bag ban.

ADJOURNMENT

With no further business to discuss, the meeting adjourned at 6:45 p.m.

City Clerk

Council President



11/13/2022

To the members of the City Council of Salisbury,

This letter is to express our, the Surfrider Foundation Ocean City chapter, support of the recently proposed plastic bag ban for the city of Salisbury.

We believe that source reduction is a vital step to help support sustainability on the shore and this legislation would play a huge part in reducing the amount of plastic bags we see littering our streets, waterways, parks, beaches and ocean.

From our many beach cleanups completed on the eastern shore, we see one constant - single-use plastic. Plastic bags are problematic as they don't biodegrade, but merely break down into smaller and smaller pieces, which become impossible to clean up and can be ingested by wildlife, including the fish that we eat.

We urge you to consider passing the legislation, as it was proposed by the Green Team, including the 10 cent fee on paper bags. This is crucial to ensure that one single-use material is not merely swapped for another, and to also help businesses offset costs for the paper bags they will supply to customers. It also encourages more reusable bag use, which is the best

Surfrider Foundation, Ocean City Chapter, P.O. Box 3342 Ocean City, MD 21843



option for the environment. We hope the bill will soon pass and set a standard for other neighboring eastern shore towns to pass similar legislation that will help keep our precious waterways clean.

Thank you for your time and consideration,

Marina R. Feeser, Chair

on behalf of the Surfrider Foundation, Ocean City Chapter

Lower Eastern Shore 2020 Shopper Survey

*Lower Eastern Shore Sierra Club & Ocean City Surfrider
December 5-20, 2020*

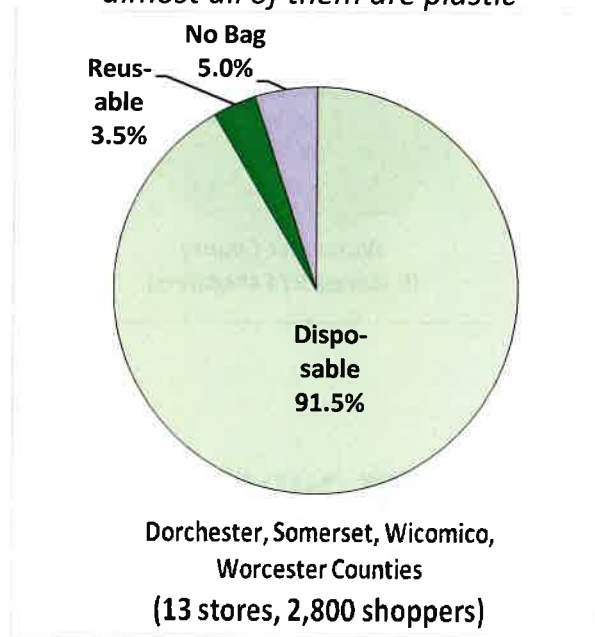
15 grocery stores, **3,031** shoppers, **14** volunteers

Stores	# of stores	# of shoppers	Reusable bags	Disposable bags	No Bag
Acme, Food Lion *	13	2,800	3.5%	91.5%	5.0%
Aldi, Save-A-Lot **	2	231	44.2%	15.2%	40.7%

*These stores provide free carryout bags to shoppers. ** Aldi and Save-A-Lot in Salisbury, Wicomico County. Neither store provides single-use plastic bags, charges 6-7 cents for a paper bag, and 10 cents or more for various reusable bags.

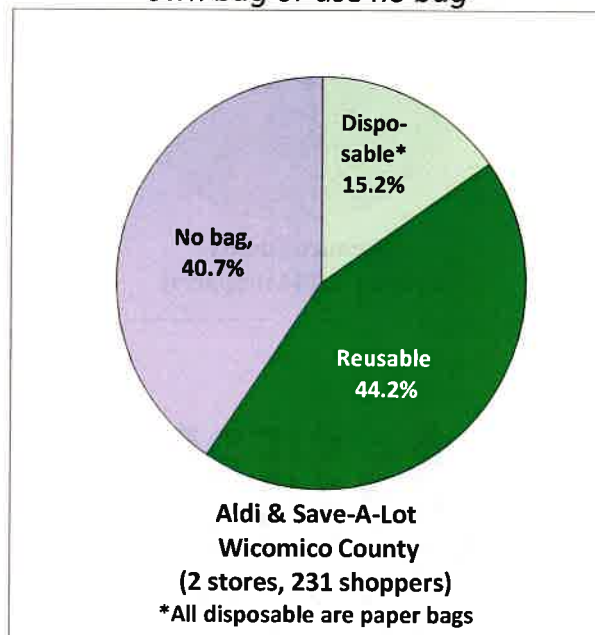
Virtually all (99.9%) of the shoppers with disposable bags had **plastic** bags at the 13 grocery stores that provide them.

When single-use disposable bags are "free", 91.5% of shoppers take them; almost all of them are plastic



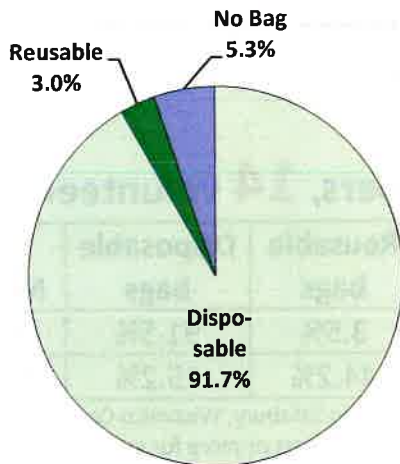
"FREE" CARRYOUT BAGS

When there are no single-use plastic bags and paper bags cost, shoppers bring their own bag or use no bag

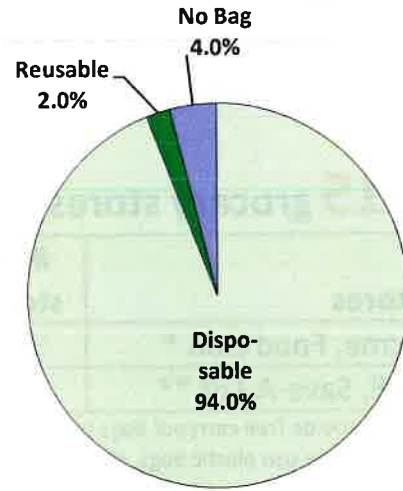


BAGS AT COST, NO THIN PLASTIC

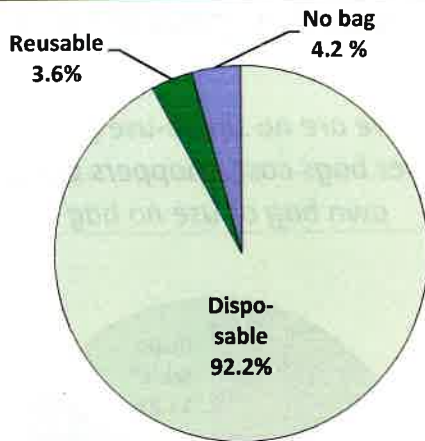
RESULTS BY COUNTY



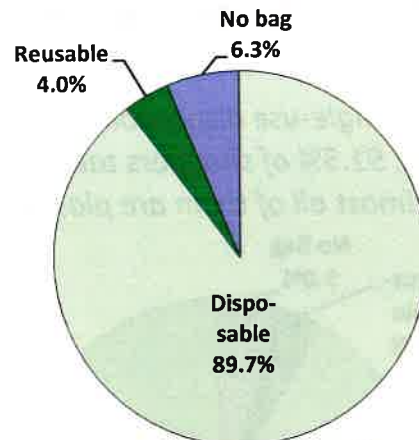
Dorchester County
(1 store, 264 shoppers)



Somerset County
(2 stores, 397 shoppers)



Wicomico County
(5 stores, 1,164 shoppers)



Worcester County
(5 stores, 974 shoppers)



**SIERRA
CLUB**

Lower Eastern Shore Group
Maryland Chapter



**SURFRIDER
FOUNDATION**
OCEAN CITY, MD

Good evening everyone, my name is Dana Fields, I am the General Manager of the Rise Up Coffee cafes here in Salisbury and in West OC. I feel pretty confident that the majority of folks reading this letter have been to a Rise Up before, but in case you haven't, please know that our business has a long-term commitment to sustainability, in more ways than I will name here.

Our commitment to fair trade, organic and sustainable practices begins with our coffee, at the source, and grows from there. Our coffee farmers deserve all the credit for the love they put into the growth and harvest of our coffee cherries, our roasters for their dedication and care to prepare the best beans, our people for serving delicious cups to our customers and of course our customers for their love and support. With that said, we feel just as passionate about protecting our environment as we do about forming relationships over a great cup of organic coffee.

In terms of packaging, we have been committed to using paper-based and biodegradable products for years. In fact, Rise Up does not use any plastic cutlery, cups, lids, straws or bags. Our products are made from a variety of sugar, agave, corn and paper. We know that plastic has innumerable detrimental impacts to our environment and to public health; our abstinence from plastic is an intentional choice that has been embraced positively by our community, thank you

I am writing this letter to voice my support for the "Shop Green SBY" initiative which will ban retailers in the City from providing plastic bags at the point of sale and will encourage customers to move towards using reusable bags by instituting a ten-cent fee per paper bag provided. This is a small price to pay for the convenience and is positive step in the right direction working toward our ultimate goal of a more sustainable Salisbury.

As Rise Up continues to be a leader in sustainability in the region, we welcome the opportunity to share our experience with other businesses as they make this transition. Thank you so much for your time!



Dana Fields | General Manager SBY | West OC
dana@riseupcoffee.com | 410-603-3660

Rise Up Coffee Roasters
(877) 474-7387
618 Dover Road
Easton, MD 21601
<https://riseupcoffee.com>



MEMORANDUM

To: Jacob R. Day, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Re-Appointment to the Salisbury Parks & Recreation Committee
Date: November 14, 2022

The following person has applied for re-appointment to the Salisbury Parks & Recreation Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
David Plotts	November 2025

Attached is the information and resolution necessary for this re-appointment. If this re-appointment is approved, it will be placed on the next City Council agenda for review.

Attachments

OK
JRT

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ORDINANCE NO. 2756

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING TITLE 5 OF THE SALISBURY CITY CODE, BUSINESS LICENSES AND REGULATIONS, TO PROHIBIT RETAIL ESTABLISHMENTS FROM PROVIDING PLASTIC CARRYOUT BAGS TO CUSTOMERS.

WHEREAS, the ongoing application, administration and enforcement of Title 5 (Business Licenses and Regulations) of the City Code of the City of Salisbury (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to keep the provisions of Title 5 current, comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, single-use plastic carryout bags generate significant public costs in disposal, contamination and litter control, as well as contribute to negative environmental impacts including but not limited to:

1. Contribute to overburdened publicly financed landfills, with significant costs to the public for cleanup, maintenance, and disposal;
2. Constitute a nuisance and an eyesore, detracting from the natural beauty of the City and the Wicomico River;
3. Cause sorting machines to break down, along with associated delays and added repair costs;
4. Production of single-use plastic carryout bags uses fossil fuels that generate excess greenhouse gas emissions which contribute to climate change;
5. Represent a significant hazard to animals like birds, sea turtles, and marine mammals, with hundreds of thousands of animal deaths attributed to marine debris every year; and
6. Break down into microplastics, contaminating the soil and water that pose threats to marine life and human health.

WHEREAS, the City of Salisbury has determined that the adoption of restrictions prohibiting retailers in the City of Salisbury from providing customers with single use plastic bags is a necessary and appropriate measure to protect people and the environment;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by adding new chapter 5.69 of the Salisbury City Code to prohibit retail establishments from providing plastic carryout bags to customers; and

WHEREAS, the Mayor and Council have determined that the addition of chapter 5.69 of the Salisbury City Code set forth shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Title 5 of the Salisbury City Code is hereby amended by adding the bolded and underlined language as follows:

Section 1. By adding new Chapter 5.69 to the Salisbury City Code, entitled “Plastic Bags” as follows:

Chapter 5.69 - Plastic Bags

5.69.010 - Definitions:

For the purpose of this title, the following words and terms shall have the following meanings, unless another meaning is plainly intended:

“Excluded organization” means:

- 47 A. A bona fide nonprofit fraternal, civic, war veterans', religious, or charitable organization
48 or corporation that does not serve food to the public more often than 4 days per week except
49 that once a year an organization may serve food to the public for up to 30 consecutive days;
50 and
- 51 B. A volunteer fire company that does not serve food to the public more often than 4 days per
52 week except that once a year a volunteer fire company may serve food to the public for up
53 to 30 consecutive days.

54 “Food Service Facility” means:

- 55 A. A place where food or drink is prepared for sale or service on the premises or elsewhere;
56 or
57 B. Any operation where food is served to or provided for the public, with or without charge.

58 “Food Service Facility” does not include:

- 59 A. A kitchen in a private home where food is prepared at no charge for guests in the home,
60 for guests at a social gathering, or for service to unemployed, homeless, or other
61 disadvantaged populations;
62 B. A food preparation or serving area where food is prepared or served only by an excluded
63 organization;
64 C. A location in a farmer's market or at a public festival or event where raw agricultural
65 products are sold; or
66 D. A cottage food business.

67 “Plastic carryout bag” means a plastic bag that is provided by a retail establishment to a customer at
68 the point of sale and is not a reusable carryout bag.

- 69 A. “Plastic carryout bag” includes a compostable plastic bag that meets the specifications of
70 the American Society of Testing and Material International Standard Specification for
71 Compostable Plastics D6400.
- 72 B. “Plastic carryout bag” does not include:
- 73 1. A plastic bag used to:
- 74 i. Package bulk items, including fruit, vegetables, nuts, grains, candy, or small
75 hardware items;
- 76 ii. Contain or wrap frozen foods, meat, or fish, whether prepackaged or not;
- 77 iii. Contain or wrap flowers, potted plants, or other damp items;
- 78 iv. Contain unwrapped prepared foods or bakery goods;
- 79 v. Contain a newspaper;
- 80 vi. Contain garments or dry-cleaned clothes, including suits, jackets, and dresses;
81 or
- 82 vii. Contain ice.
- 83 2. Plastic bags sold in packages containing multiple plastic bags; or
- 84 3. A plastic bag provided by a retail establishment to take live fish, insects, mollusks, or
85 crustaceans away from the retail establishment.

86 “Reusable carryout bag” means a bag with stitched handles that is specifically designed and
87 manufactured for multiple reuse and is made of:

- 88 A. Cloth or other washable fabric; or
- 89 B. A durable material suitable for multiple re-use that is not made of plastic film.

“Retail establishment” means a store, a food service facility, or any other establishment that provides bags to its customers as a result of the sale of a product.

5.69.020 – Prohibition on providing plastic carryout bags

A. On or after June 30, 2023, a retail establishment may not provide a plastic carryout bag to a customer.

B. On or after June 30, 2023, a retail establishment shall charge, collect, and retain at least 10 cents for each paper carryout bag and reusable carryout bag that it provides to a customer.

C. A retail establishment may not advertise, hold out, or state to the public or to a customer, directly or indirectly, that reimbursement of any part of the money collected under this section will be assumed or absorbed by the retail establishment or refunded to the customer.

D. A retail establishment shall indicate on the consumer transaction receipt the number of paper and reusable carryout bags provided by the retail establishment and the total amount of money charged.

5.69.030 – Penalties

A. Subject to the provisions of 5.69.030(D), a retail establishment found in violation of this section shall be guilty of a municipal infraction and shall be subject to a fine not to exceed \$500.00.

B. The provision of one or more plastic carryout bags at a single point of sale is a single violation.

C. The failure to charge the fees required under 5.69.020(B) for the provision of one or more paper or reusable carryout bags at a single point of sale is a single violation.

D. A penalty may not be imposed under this section unless a retail establishment is first issued a written notice of violation.

E. Each instance that the retail establishment commits a violation constitutes a separate offense.

5.69.040 – Enforcement

A. This Chapter shall be enforced by City of Salisbury Code Enforcement Officials.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 14th day of November, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 28th day of November, 2022

134 **ATTEST:**

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Kimberly R. Nichols, City Clerk

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John R. Heath, City Council President

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143 _____
Jacob R. Day, Mayor

Approved by me, this _____ day of _____, 2022.

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AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE FUNDS TO THE SALISBURY FIRE DEPARTMENT'S OPERATING ACCOUNT.

WHEREAS, the Fire Department, in collaboration with the Ocean City Fire Department and OC Jams LLC, provided three (3) Bike Medic Teams for the Ocean City Bike Fest; and

WHEREAS, the City has received a reimbursement check from OC Jams LLC in the amount of \$5,600.00 and placed the funds back to the City's General Fund; and

WHEREAS, the Fire Department has use for these funds received and request that the funds of \$5,600.00 be reallocated to the Fire Department Operating Budget for FY2023.

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The City of Salisbury's Fiscal Year 2023 General Fund Budget be and is hereby amended as follows

- (a) Increase the Current Year Other Donations Account (01000-456415) by \$5,600.00.
- (b) Increase the Salisbury Fire Department's Over-time/Non-Clerical Account (24035-501021) by \$5,600.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 14th day of November, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the 28th day of November, 2022.

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ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this _____ day of _____, 2022.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor
MEMORANDUM

To: Julia Glanz, City Administrator
From: Ronald L. Strickler, Jr, Director of Housing and Community Development
Date: 11/14/2022
Re: False Alarm Code

The Director of Housing and Community Development requests the opportunity to introduce an Ordinance adjusting the responsibilities relating to the enforcement and subsequent Municipal infraction process for False Alarms. The ordinance removes Housing and Community Development from the municipal infraction portion of the code. HCDD is not involved in the response to false alarms which has created significant issues in court and testimony. Additionally, the general lack of involvement with the actual response has created extensive and sometimes duplicate work. This ordinance looks to correct and streamline the process to be more successful as well as more efficient.

Ronald L. Strickler, Jr

Ronald Strickler, Jr
Director, Housing and Community Development

ORDINANCE NO 2759

AN ORDINANCE OF THE CITY OF SALISBURY AMENDING SECTION 1.16.100 OF THE SALISBURY CITY CODE, ENTITLED “WAIVER OF FINES – AUTHORITY TO ISSUE CITATIONS – VIOLATIONS AND PENALTIES - REPEALER” TO ADD TO THE CATEGORIES OF PERSONS WITH THE AUTHORITY TO ISSUE CITATIONS FOR MUNICIPAL INFRACTIONS AND FURTHER AMENDING SECTION 8.04.050 OF THE SALISBURY CITY CODE ENTITLED “FALSE ALARMS – VIOLATIONS AND PENALTIES” TO CLARIFY DEPARTMENTAL RESPONSIBILITIES SPECIFIC TO FALSE ALARM FEES AND CITATIONS.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code (the “**Salisbury City Code**”) demonstrates a need for its periodic review, evaluation and amendment, in order to comply with present community standards and values, and promote the public safety, health and welfare of the citizens of the City of Salisbury (the “**City**”);

WHEREAS, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 5-202 to adopt such ordinances, not contrary to the Constitution of Maryland, public general law or public local law, as the Mayor and Council deem necessary to assure the good government of the municipality, to preserve peace and order, to secure persons and property from damage and destruction, and to protect the health, comfort and convenience of the citizens of the City;

WHEREAS, the Mayor and Council may amend Section 1.16.100 of the General Provisions Title of the Salisbury City Code and Section 8.04.050 of the Health and Safety Title of the Salisbury City Code, pursuant to the authority granted in § SC 2-15 of the Salisbury City Charter;

WHEREAS, the Mayor and Council find that the health, safety and general welfare of the citizens of the City will be furthered by amending Sections 1.16.100 and 8.04.050 of the Salisbury City Code to clarify departmental responsibilities specific to false alarm fees and citations; and

WHEREAS, the Mayor and Council have determined that the amendments to Sections 1.16.100 and 8.04.050 of the Salisbury City Code shall be adopted as set forth herein.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, that Sections 1.16.100 and 8.04.050 of the Salisbury City Code are hereby amended by adding the bolded and underlined language and deleting the strikethrough language as follows:

Section 1. Section 1.16.100 of the Salisbury City Code, entitled “Infractions and Civil Zoning Violations” shall be amended as follows:

Chapter 1.16 INFRACTIONS AND CIVIL ZONING VIOLATIONS

1.16.100 Waiver of fines—Authority to issue citations—Violations and penalties—Repealer.

- A. Those directors of departments authorized to administer and enforce this chapter have the privilege to waive any fine contained herein not imposed by any court if it can be established by uncontroverted evidence that the citation for the offense was issued erroneously.
- B. The following persons shall have the authority to issue citations for municipal infractions or civil zoning violations:
 1. Director of the department of Infrastructure and Development and any designee of the Director;
 2. Director of the Housing and Community Development Department and any designee of the Director;
 3. Director of the department of Water Works and any designee of the Director;

4. Housing supervisor;
5. Building inspector;
6. Housing inspector;
7. Zoning administrator;
8. Plan examiner;
9. Plumbing inspector;
10. All city police officers **and any designee of the Chief of Police;**
11. Director of the Department of Field Operations and any designee of the Director;
12. Traffic superintendent;
13. Operations and maintenance superintendent;
14. Sanitation superintendent;
15. Safety Manager;
16. Chief or deputy chief of the city fire department **and any designee of the Chief or deputy chief of the city fire department;**
17. Fire Marshal;
18. Deputy Fire Marshall; and
19. Fire Inspector.

C. The violations of the following codes and ordinances are declared to be an infraction, and the penalty for such violation shall not exceed five hundred dollars (\$500.00) for each initial offense and shall not exceed one thousand dollars (\$1,000.00) for each repeat offense, and each day the violation continues shall constitute a separate offense:

1. International Building Code (2015) (IBC);
2. International Residential Code (2015) (IRC);
3. International Energy Conservation Code (2015) (IECC);
4. International Mechanical Code (2015) (IMC);
5. International Plumbing Code (2015) (IPC);
6. International Fuel Gas Code (2015) (IFGC);
7. International Existing Building Code (2015) (IEBC); and
8. The city fire prevention code.

D. The violations of the following codes and ordinances are declared to be civil zoning violations, and the penalty for such violation shall be five hundred dollars (\$500.00) for each initial offense and five hundred dollars (\$500.00) for each repeat offense:

1. Business, commercial or industrial use violations of the zoning code.

E. The penalty provisions of any of the codes, ordinances or laws referred to in this section inconsistent with the penalty provisions of this chapter are repealed.

Section 2. Section 8.04.050 of the Salisbury City Code, entitled “False alarms – Violations and penalties” shall be amended as follows:

Chapter 8 HEALTH AND SAFETY

8.04.050 False alarms—Violations and penalties.

- A. If, within a calendar year, the Fire and/or Police Departments respond to more than two false alarms at the same location, response fees will be charged to the property owner, as defined by separate ordinance, in accordance with the fee schedule in effect at the time of the response. The Council of the City of Salisbury shall set the fee schedule from time to time as the Council deems appropriate. Prior to January 31st of each year, for the purpose of setting a fee schedule, the Police Department and Fire Department shall provide the Council with up-to-date response fees from each department.
- Failure to pay said fees within ninety (90) days of the date on the notification of the violation will result in a lien against the real property until the fees are satisfied and shall be collectible in the same manner as real estate taxes and shall accrue interest and penalties, if applicable, as allowed for unpaid real estate taxes as well.
- B. Newly installed and newly transferred alarm systems will be given a thirty (30) day grace period to allow for correction of equipment and user errors. During the thirty (30) day period, the alarm user will be allowed unlimited false alarms, as long as steps are being taken to correct any problems. The alarm company installing the new system or transferring a system shall notify the Police and Fire Departments in writing of the new installation or transfer, including the effective date, within ten days of the effective date.
- C. The chief of police and the fire chief will maintain accurate records of false alarm ~~occurrences~~ responses. A bill will be sent by mailing said bill to the property owner of record of the subject location, the designated agent, if any, and the occupant of the property if known to the Director of Finance. The Director of Finance will send the bills for ~~occurrences one to five~~ false alarm ~~occurrences~~ responses in accordance with the fee schedule in effect at the time of the response. ~~The Director of Housing and Community Development Department will send the bills, when the number of occurrences is six or more.~~
- D. If the false alarm bill remains unpaid for more than ninety (90) days, the Director of Finance shall place a lien against the subject real property by forwarding to the last known address of the owner as recorded in the real estate assessment records of the city by written notice, a notice of lien, and such receipt shall constitute a prima facie evidence of service upon such owner if it is signed either by the owner or by a person of suitable age and discretion located at such address. In the event that delivery of said notice of lien is refused by the property owner or his agent, then valid service may be accomplished by hand delivery of same to either the property owner or a person of suitable age and discretion employed or residing at the subject location or by posting the written notice in a conspicuous place in or about the structure or property affected by such notice.
- E. Municipal Infraction. For any violation occurring after the fifth false alarm response by the same responding department within the same calendar year, the person owning and/or in control of the subject real property shall be guilty of a municipal infraction and shall be subject to a fine not to exceed five hundred dollars (\$500.00) for each offense as established in the table listed below. Each false alarm response thereafter within the same calendar year shall constitute a separate offense. Notice and service of a citation shall be as directed under Local Government Article of the Maryland Annotated Code Section 6-101, et seq. and Section SC5-1(38), as amended, concerning municipal infractions. The Chief of Police, and the Fire Chief ~~and the Housing Official~~ are designated by the Council to direct the designated persons within their departments to act as enforcement officers for the purpose of preparing and carrying out the requirements for issuing and serving municipal infractions.

The amount of a fine shall be in accordance with the table below:

FALSE ALARM OCCURRENCE/FINE	POLICE	FIRE
6th	100.00	100.00
7th	200.00	200.00
8th	300.00	300.00
9th	400.00	400.00
10th	500.00	500.00

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 5. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 5.

Section 6. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 28th day of November, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2022

ATTEST:

Kimberly R. Nichols, City Clerk

John R. Heath, City Council President

Approved by me, this ____ day of _____, 2022.

Jacob R. Day, Mayor



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: City Council
From: Allen Swiger, Director of ABCD
Subject: Budget Amendment for Andean Bear Exhibit
Date: 11/12/22

The Salisbury Zoo is requesting consideration for an amendment to appropriate funds in the amount of \$250,000 for the design of the new Andean Bear Exhibit at the Salisbury Zoo. The City has surplus funds available in this current year's operating accounts to accomplish this funding.

A grant in the amount of \$250,000 has already been awarded to the City from the Maryland Department of General Services and is currently pending final approval by the State of Maryland Board of Public Works. Although no definitive timeline has been given for the approval of the grant, we expect to receive the funds this fiscal year. Once the City succeeds in obtaining the grant, the funds will be returned to the General Fund.

The Salisbury Zoo has been working diligently to prepare for the launch of a campaign to raise funds for the Andean Bear Exhibit deconstruction and rebuild. This project will also later include the construction of a new Otter Exhibit. In order to move to the next phase of the campaign, an architectural design with costs must be obtained.

Thank you for your time and do not hesitate to contact me should you have any questions.

Attachment: Budget Amendment Ordinance

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AN ORDINANCE OF THE CITY OF SALISBURY APPROVING AN AMENDMENT TO THE FY 2023 GENERAL FUND BUDGET AND THE GRANT FUND SO TO FURTHER APPROPRIATE FUNDS FOR REDESIGN OF THE SALISBURY ZOO'S ANDEAN BEAR EXHIBIT.

WHEREAS, the City applied for grant funding with the Maryland Department of General Services (“DGS”) to cover the redesign costs of the Salisbury Zoo’s Andean Bear Exhibit; and

WHEREAS, DGS awarded the City \$250,000 in grant funding to cover the redesign costs of the Zoo's Andean Bear Exhibit, but that award must be approved by the Maryland Board of Public Works; and

WHEREAS, it is expected the grant will be approved and that the City will receive the \$250,000 in grant funds this fiscal year; and

WHEREAS, to move forward with the redesign of the Andean Bear Exhibit, the City wishes to use monies in the General Fund in the amount of \$250,000 to obtain an architectural design; and

WHEREAS, the City has surplus funds available in the current year operating accounts to fund \$250,000 to put toward the architectural design of the Andean Bear Exhibit; and

WHEREAS, when and if the City receives the \$250,000 in grant monies, those monies will be deposited into the City's General Fund; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

- 1) Increase Transfers from General Revenue budget (account no. 10500-469110-xxxxx) by \$250,000; and
- 2) Increase Design Expense budget (account no. 10500-513026-xxxxx) by \$250,000.

Section 2. The City of Salisbury’s FY23 General Fund Budget be and hereby is amended as follows:

- 1) Increase Revenue 01000-469810 Use of Surplus by \$250,000; and
- 2) Increase Expense 91001-599131 Grant Match Public Works by \$250,000

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise

49 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section,
50 paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and
51 shall be deemed valid and enforceable.

52 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
53 recitals were specifically set forth at length in this Section 5.

54 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
56 Salisbury held on the 28th day of November, 2022 and thereafter, a statement of the substance of the Ordinance
57 having been published as required by law, in the meantime, was finally passed by the Council of the City of
58 Salisbury on the ____ day of December, 2022.

59 **ATTEST:**

60 _____
61 **Kimberly R. Nichols, City Clerk**

John R. Heath, City Council President

62
63 Approved by me, this _____ day of _____, 2022.

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65
66 _____
67 **Jacob R. Day, Mayor**



MEMORANDUM

To: Julia Glanz, City Administrator
From: John W. Tull, Fire Chief
Subject: FY23 Budget Amendment – Safe Station
Date: October 27, 2022

Attached you will find a FY23 Budget Amendment Ordinance and a Memorandum of Understanding (MOU) between the Wicomico County Health Department and the City of Salisbury Fire Department. The Wicomico County Health Department has received funding from Mid-Shore Behavioral Health for a Safe Station Program that provides 24 hour services to those seeking treatment and recovery resources. Safe Stations is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder. Persons seeking treatment for addiction can visit the Recovery Resource Center, day or night, to find assistance gaining access to care. Once they arrive at the Safe Station a peer from the COAT team will be contacted, as well as an EMS response. The goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination.

The Fire Department has partnered with the Health Department and agreed to provide non-emergent medical checks to all individuals that enter the Safe Station and in return, the Department will invoice the Health Department quarterly for \$2500.00. The funds from this program will be used to purchase additional medical supplies and equipment.

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



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MOU/CONTRACT APPROVAL FORM (2021 Revision)

All Memoranda of Understanding/Agreement and contracts ("MOU") between this agency and another agency must go through the following approval process. Please place this form on top of the MOU and retain in the file.

Staff submitting MOU: Complete this section before submitting to Program Supervisor.

Date: 6/3/22 PCA: F592N FY: 23 Amount: \$ 2,500⁰⁰

Start Date: 7.1.22 End Date: 9.29.22

Staff Name: Cressy Bawle - Simpson

Provider Name: City of Salisbury (Shelby Fire Dept)

Description of services: to provide well-checks to individuals entering the Safe Station - Salisbury Fire Dept

Is contractor a **Business Associate**? ☒ Y / N If yes, attach BAA to MOU. Not sure? [CLICK HERE](#).

State Contractor? Y ☒ N **County Legal Review form needed?** Y / N (attach if yes.)

In budget or approved in writing by funder? ☒ Yes (attach documentation as needed) ☐ No

Submitted for a 2nd time? ☐ Yes (reason: _____) ☒ No

PO # or Credit Card Purchase ID # ([See updated purchasing guidelines](#)): _____

Managers approving MOU: sign (in order) and send to next approver.

Must be signed by all* for final approval. Final approver will return to submitting staff.

Program Supervisor: [Signature] Date: 6/3/22

Program Director: [Signature] Date: 6/3/22

Fiscal Administrator*: [Signature] Date: 6/6/22

Health Officer: [Signature] Date: 6/7/2022

Manager denying MOU: sign, state reason(s)/needed changes, and return to Program Supervisor.

Denied by: _____ Date returned: _____

Reason(s) denied (changes to be made before resubmitted/approval): _____

* Fiscal review needed only if funds attached.

Updated August 3, 2021

6/3/22

No STDI Review needed.

No patient name is given when
the Fire Dept / EMS is called.





MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2023
WICOMICO COUNTY HEALTH DEPARTMENT and
CITY OF SALISBURY FIRE DEPARTMENT
325 Cypress St. Salisbury MD, 21801
410-548-3122
iday@salisbury.md

Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center.

Agreement

The following agreement entered into on this first day of July, 2022, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 10/01/2022.

II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



Memorandum of Understanding

FY 2023

Wicomico County Health Department

City of Salisbury Fire Department

Safe Station/ F592N

Page #2 of #2

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.

This agreement will terminate on September 29, 2022, or by providing sixty (60) days written notification by either party.

III. Signatures

The parties acknowledge their agreement by their signatures below:

Jacob Day
Mayor, City of Salisbury

7-15-2022

Date

Lori Brewster, M.S., APRN/BC, LCADC
Health Officer, Wicomico County Health Department

6-7-2022

Date

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is made by and between the Wicomico County Health Department, a unit of the Maryland Department of Health (herein referred to as “Covered Entity”) and the City of Salisbury Fire Department (hereinafter known as “Business Associate”). Covered Entity and Business Associate shall collectively be known herein as the “Parties.”

WHEREAS, Covered Entity has a business relationship with Business Associate that is memorialized in a separate agreement (the “Underlying Agreement”) pursuant to which Business Associate may be considered a “Business Associate” of Covered Entity as defined in the Health Insurance Portability and Accountability Act of 1996 including all pertinent privacy regulations (45 C.F.R. Parts 160 and 164) and security regulations (45 C.F.R. Parts 160, 162, and 164), as amended from time to time, issued by the U.S. Department of Health and Human Services as either have been amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111–5), and the HIPAA Omnibus Final Rule of 2013 (collectively, “HIPAA”); and

WHEREAS, the nature of the contractual relationship between Covered Entity and Business Associate may involve the exchange of Protected Health Information (“PHI”) as that term is defined under HIPAA; and

WHEREAS, for good and lawful consideration as set forth in the Underlying Agreement, Covered Entity and Business Associate enter into this Agreement for the purpose of ensuring compliance with the requirements of HIPAA and the Maryland Confidentiality of Medical Records Act (Md. Ann. Code, Health-General §§4-301 *et seq.*) (“MCMRA”); and

WHEREAS, this Agreement supersedes and replaces any and all Business Associate Agreements the Covered Entity and Business Associate may have entered into prior to the date hereof;

NOW, THEREFORE, the premises having been considered and with acknowledgment of the mutual promises and of other good and valuable consideration herein contained, the Parties, intending to be legally bound, hereby agree as follows:

I. DEFINITIONS

- A. Catch-all definition.** The following terms used in this Agreement, whether capitalized or not, shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific definitions:

1. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement, shall mean the City of Salisbury Fire Dept.
2. **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Agreement shall mean Wicomico County Health Department.
3. **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and Part 164.
4. **Protected Health Information ("PHI").** Protected Health Information or "PHI" shall generally have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103.
5. **Maryland Department of Health.** State public health department, and in reference to the party to this Agreement shall also be known as the "Department".

II. PERMITTED USES AND DISCLOSURES OF PHI AND DATA BY BUSINESS ASSOCIATE

- A. Business Associate may only use or disclose PHI as necessary to perform the services set forth in the Underlying Agreement or as required by law.
- B. Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's policies and procedures regarding minimum necessary use of PHI.
- C. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity.
- D. Business Associate may, if directed to do so in writing by Covered Entity, create a limited data set as defined at 45 C.F.R. § 164.514(e)(2), for use in public health, research, or health care operations. Any such limited data sets shall omit any of the identifying information listed in 45 C.F.R. § 164.514(e)(2).
- E. Business Associate will enter into a valid, HIPAA-compliant Data Use Agreement as described in 45 C.F.R. § 164.514(e)(4), with the limited data set recipient. Business Associate will report any material breach or violation of the data use agreement to Covered Entity immediately after it becomes aware of any such material breach or violation.
- F. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration or legal responsibilities of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- G. The Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual pursuant to §§ 13405(d)(1) and (2) of the HITECH Act. This prohibition does not apply to the State's payment of Business Associate for its performance pursuant to the Underlying Agreement.

- H. The Business Associate shall comply with the limitations on marketing and fundraising communications provided in § 13406 of the HITECH Act in connection with any PHI of individuals.
- I. The Business Associate shall exclusively use approved State systems (MDThink, DoIT, other MDH systems) to view, analyze, and create/store MDH data, unless granted a waiver by the Secretary. The Business Associate shall not process MDH data in any external system unless risks are fully disclosed and accepted by the Department.

III. DUTIES OF BUSINESS ASSOCIATE RELATIVE TO PHI

- A. Business Associate agrees that it will not use or disclose PHI other than as permitted or required by the Agreement, the Underlying Agreement, the MCMRA, as Required by Law, or as authorized by Covered Entity, so long as the authorized use or disclosure is permitted by law.
- B. Business Associate agrees to use appropriate administrative, technical and physical safeguards to protect the privacy of PHI.
- C. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement;
- D. Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including Breaches of unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware without unreasonable delay and in no case later than fifteen (15) calendar days after the use or disclosure.
 - 1. If the use or disclosure amounts to a breach of unsecured PHI, the Business Associate shall ensure its report:
 - a) Is made to Covered Entity without unreasonable delay and in no case later than fifteen (15) calendar days after the incident constituting the Breach is first known, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this Section III.D.1, Business Associate must notify Covered Entity of an incident involving the acquisition, access, use or disclosure of PHI in a manner not permitted under 45 C.F.R. Part E within fifteen (15) calendar days after an incident even if Business Associate has not conclusively determined within that time that the incident constitutes a Breach as defined by HIPAA;
 - b) Includes the names of the Individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach;
 - c) Is in substantially the same form as Exhibit A hereto.
- E. In addition to its obligations in Sections III. A-D, within 30 calendar days after the incident constituting the Breach is first known, Business Associate shall provide to Covered Entity a draft letter for the Covered Entity to review and approve for use in notifying the Individuals that their Unsecured PHI has been, or is reasonably believed to have been, the subject of a Breach that includes, to the extent possible:
 - 1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

2. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, disability code, or other types of information that were involved);
 3. Any steps the affected Individuals should take to protect themselves from potential harm resulting from the Breach;
 4. A brief description of what the Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further Breaches; and
 5. Contact procedures for the affected Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
- F. In the event the Breach occurs through the fault of Business Associate, Business Associate shall be responsible for notifying Individuals by sending via First Class U.S. Mail the approved letter described in Section III(E) no later than 60 calendar days after discovery of the Breach.
 - G. In the event the Breach occurs through the fault of Covered Entity, Covered Entity shall be responsible for notifying Individuals no later than 60 calendar days after Covered Entity receives notice of the Breach from the Business Associate.
 - H. To the extent permitted by the Underlying Agreement, Business Associate may use agents and subcontractors. In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2) shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, Business Associate must enter into Business Associate Agreements with subcontractors as required by HIPAA;
 - I. Business Associate agrees it will make available PHI in a designated record set to the Covered Entity, or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524, including, if requested, a copy in electronic format;
 - J. Business Associate agrees it will make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
 - K. Business Associate agrees to maintain and make available the information required to provide an accounting of disclosures to the Covered Entity or, as directed by the Covered Entity, to an individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
 - L. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);
 - M. Business Associate agrees to make its internal practices, books, and records, including PHI, available to the Covered Entity and/or the Secretary of HHS for purposes of determining compliance with the HIPAA Rules.
 - N. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

IV. TERM AND TERMINATION

- A. Term.** The Term of this Agreement shall be effective as of the effective date of the Contract, and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, in accordance with the termination provisions in this Section IV, or on the date the Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner. If it is impossible to return or destroy all of the PHI provided by Covered Entity to Business Associate, or the PHI created or received by Business Associate on behalf of Covered Entity, Business Associate's obligations under this contract shall be ongoing with respect to that information, unless and until a separate written agreement regarding that information is entered into with Covered Entity.
- B. Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, terminate this Agreement; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines or reasonably believes that cure is not possible.
- C. Effect of Termination.**
1. Upon termination of this Agreement, for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.
 2. Should Business Associate make an intentional or grossly negligent Breach of PHI in violation of this Agreement or HIPAA or an intentional or grossly negligent disclosure of information protected by the MCMRA, Covered Entity shall have the right to immediately terminate any contract, other than this Agreement, then in force between the Parties, including the Underlying Agreement.
- D. Survival.** The obligations of Business Associate under this Section shall survive the termination of this agreement.

V. CONSIDERATION

Business Associate recognizes that the promises it has made in this Agreement shall, henceforth, be detrimentally relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

VI. REMEDIES IN EVENT OF BREACH

Business Associate hereby recognizes that irreparable harm will result to Covered Entity, and to the business of Covered Entity, in the event of breach by Business Associate of any of the covenants and assurances contained in this Agreement. As such, in the event of breach of any of the covenants and assurances contained in Sections II or III above, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of Sections II or

III. Furthermore, in the event of breach of Sections II or III by Business Associate, Covered Entity is entitled to reimbursement and indemnification from Business Associate for Covered Entity's reasonable attorneys' fees and expenses and costs that were reasonably incurred as a proximate result of Business Associate's breach. The remedies contained in this Section VI shall be in addition to, not in lieu of, any action for damages and/or any other remedy Covered Entity may have for breach of any part of this Agreement or the Underlying Agreement or which may be available to Covered Entity at law or in equity.

VII. MODIFICATION; AMENDMENT

This Agreement may only be modified or amended through a writing signed by the Parties and, thus, no oral modification or amendment hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA rules and any other applicable law.

VIII. INTERPRETATION OF THIS AGREEMENT IN RELATION TO OTHER AGREEMENTS BETWEEN THE PARTIES

Should there be any conflict between the language of this Agreement and any other contract entered into between the Parties (either previous or subsequent to the date of this Agreement), the language and provisions of this Agreement shall control and prevail unless the parties specifically refer in a subsequent written agreement to this Agreement by its title and date and specifically state that the provisions of the later written agreement shall control over this Agreement.

IX. COMPLIANCE WITH STATE LAW

The Business Associate acknowledges that by accepting the PHI from Covered Entity, it becomes a holder of medical information under the MCMRA and is subject to the provisions of that law. If the HIPAA Privacy or Security Rules and the MCMRA conflict regarding the degree of protection provided for PHI, Business Associate shall comply with the more restrictive protection requirement.

X. MISCELLANEOUS

- A. Ambiguity.** Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules.
- B. Regulatory References.** A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- C. Agency.** The Business Associate or Subcontractor is acting as an independent contractor and not as the agent of the Covered Entity or Business Associate. This Agreement does not give the Covered Entity or Business Associate such control over operational activities so as to make the Business Associate the agent of the Covered Entity, or the Subcontractor the agent of the Business Associate.
- D. No Private Cause of Action.** This Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Agreement, as a result of any claim arising out of the Breach of this Agreement, the HIPAA Standards, or other state or federal law or regulation relating to privacy or confidentiality.

E. Notice to Covered Entity. Any notice required under this Agreement to be given to Covered Entity shall be made in writing to:

Deborah W. Smith
HIPAA Coordinator
Wicomico County Health Department
108 East Main Street
Salisbury, MD 21801
Phone: (410) 543-6963

F. Notice to Business Associate. Any notice required under this Agreement to be given Business Associate shall be made in writing to:

Address: 325 Cypress St, Salisbury MD 21801

Attention: Jacob Day

Phone: (410)-548-3122

G. Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this Agreement and continue in full force and effect.

H. Severability. If any term contained in this Agreement is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this Agreement, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

I. Terms. All of the terms of this Agreement are contractual and not merely recitals and none may be amended or modified except by a writing executed by all parties hereto.

J. Priority. This Agreement supersedes and renders null and void any and all prior written or oral undertakings or agreements between the parties regarding the subject matter hereof.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto.

COVERED ENTITY:

By: 

Name: Lori Brewster, MS, APRN/BC, LCADC

Title: Health Officer

Date: 7-15-2022

BUSINESS ASSOCIATE:

By: 

Name: Jacob Day

Title: Mayor

Date: 7-15-22

EXHIBIT A

**FORM OF NOTIFICATION TO COVERED ENTITY OF
BREACH OF UNSECURED PHI**

This notification is made pursuant to Section III.2.D(3) of the Business Associate Agreement between Wicomico County Health Department, a unit of the Maryland Department of Health (MDH), and _____ (Business Associate).

Business Associate hereby notifies DHMH that there has been a breach of unsecured (unencrypted) protected health information (PHI) that Business Associate has used or has had access to under the terms of the Business Associate Agreement.

Description of the breach: _____

Date of the breach: _____ Date of discovery of the breach: _____

Does the breach involve 500 or more individuals? Yes/No If yes, do the people live in multiple states? Yes/No

Number of individuals affected by the breach: _____

Names of individuals affected by the breach:(attach list)

The types of unsecured PHI that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code):

Description of what Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches:

Contact information to ask questions or learn additional information:

Name: _____

Title: _____

Address: _____

Email Address: _____

Phone Number: _____



Public Health
Prevent. Promote. Protect.
Wicomico County
Health Department

Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MOU/CONTRACT APPROVAL FORM (2021 Revision)

All Memoranda of Understanding/Agreement and contracts ("MOU") between this agency and another agency must go through the following approval process. Please place this form on top of the MOU and retain in the file.

Staff submitting MOU: Complete this section before submitting to Program Supervisor.

Date: 09/30/22 PCA: F592N FY: 23 Amount: \$ 7,500.00

Start Date: Oct 2022 End Date: 06/30/22

Staff Name: Crissy Bowie-Simpson

Provider Name: City of Salisbury Fire Dept

Description of services: to provide well checks to individuals accessing services at the Safe Station

Is contractor a **Business Associate**? ☒ Y / N If yes, attach BAA to MOU. Not sure? [CLICK HERE](#).

State Contractor? Y / ☒ N **County Legal Review form needed?** Y / ☒ N (attach if yes.)

In budget or approved in writing by funder? ☒ Yes (attach documentation as needed) ☐ No

Submitted for a 2nd time? ☒ Yes (reason: to add verbiage regarding delayed award letter) ☐ No

PO # or Credit Card Purchase ID # (See updated purchasing guidelines): _____ *BAA on fil

Managers approving MOU: sign (in order) and send to next approver.

Must be signed by all* for final approval. Final approver will return to submitting staff.

Program Supervisor: _____ Date: 09/30/22

Program Director: _____ Date: 9/30/22

Fiscal Administrator*: _____ Date: 10/20/22

Health Officer: _____ Date: 10/20/2022

Manager denying MOU: sign, state reason(s)/needed changes, and return to Program Supervisor.

Denied by: _____ Date returned: _____

Reason(s) denied (changes to be made before resubmitted/approval): _____

* Fiscal review needed only if funds attached.

Updated August 3, 2021



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



MEMORANDUM OF UNDERSTANDING

FISCAL YEAR 2023

WICOMICO COUNTY HEALTH DEPARTMENT and CITY OF SALISBURY FIRE DEPARTMENT

325 Cypress St. Salisbury MD, 21801

410-548-3122

jdav@salisbury.md

Background

The Wicomico County Health Department (WiCHD) received funding from Mid Shore Behavioral Health, Inc. for the Safe Station Program (F592) which will provide 24 hour services to those seeking treatment and recovery resources through utilization of the Wicomico County Safe Station, which will be located at the Recovery Resource Center. Per the granting administration, this award began on September 30, 2022, therefore dates of services will be reimbursed starting from September 30, 2022.

Agreement

The following agreement entered into on this ____ day of _____, 2022, by and between the Wicomico County Health Department (WiCHD) and the City of Salisbury Fire Department (Contractor) regarding the provision of non-emergent medical response and evaluation sets forth the following deliverables:

I. Contractor will complete the following:

1. Provide non-emergent medical well checks to all patients/clients who enter the Safe Station.
2. Provide monthly reports on the number of individuals served at the Safe Station.
3. Invoice WiCHD for \$2,500.00 quarterly, addressing invoice to "Wicomico County Health Department Accounts Payable, 108 E. Main St., Salisbury, MD". Final invoice must be received no later than 6/30/23.

II. WiCHD will complete the following: (same note as in section I)

1. Will call the non-emergent Emergency Services line at 410-548-4920 when non-emergent medical response is needed unless an acute emergency has been identified in which case 911 will be called.
2. Pay Contractor \$2,500.00 quarterly once deliverables are completed and invoice is received.



Wicomico County Health Department

108 East Main Street • Salisbury, Maryland 21801

Lori Brewster, MS, APRN/BC, LCADC • Health Officer



Memorandum of Understanding

FY 2023

Wicomico County Health Department

City of Salisbury Fire Department

Safe Station/ F592N

Page #2 of #2

This memorandum is subject to the policies of the Maryland Department of Health as incorporated in the Human Services Agreement Manual.


This agreement will terminate on June 30, 2023, or by providing sixty (60) days written notification by either party.

III. Signatures

The parties acknowledge their agreement by their signatures below:

Jacob Day
Mayor, City of Salisbury

Date


Lori Brewster, M.S., APRN/BC, LCADC
Health Officer, Wicomico County Health Department

10/20/2022
Date

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ORDINANCE NO. 2761

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE WICOMICO COUNTY HEALTH DEPARTMENT AND APPROVING A BUDGET AMENDMENT OF THE FY2023 GENERAL FUND BUDGET TO APPROPRIATE FUNDS RECEIVED FROM THE WICOMICO COUNTY HEALTH DEPARTMENT IN THE AMOUNT OF \$10,000.00.

WHEREAS, the funds have been provided by the Wicomico County Health Department (WiCHD), in conjunction with Mid-Shore Behavioral Health, Inc., for a Safe Station Program; and

WHEREAS, Safe Station is an innovative program that helps remove barriers to treatment for members of our community who are eager to recover from a substance use disorder; and

WHEREAS, the goal of the Safe Station is to help people with linkage to treatment and recovery services by allowing them to practice self-determination; and

WHEREAS, the City of Salisbury Fire Department will provide non-emergent medical checks to all individuals that enter the Safe Station; and

WHEREAS, the City of Salisbury must enter into a grant agreement with WiCHD defining how these funds must be expended; and

WHEREAS, the accepted funds shall be used to purchase additional emergency medical supplies and equipment; and

WHEREAS, both the Fire Chief and the Mayor have recommended that the City accept the monetary donation and allocate the funds to the Fire Department's FY2023 Operating Budget; and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into a contract that requires an expenditure not appropriated or authorized by the Council of the City of Salisbury; and

WHEREAS, appropriations necessary to execute the purpose of this grant must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Mayor Jacob R. Day is hereby authorized to enter into a grant agreement with the Community Foundation of the Eastern Shore to accept grant funds in the amount of \$10,000.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. The City of Salisbury's Grant Fund Budget be and hereby is amended as follows:

(a) Increase General Fund WiCHD Reimbursements account (01000-427301-XXXXX) by \$10,000.00.

(b) Increase Fire Department Expenditure Medical account (24035-546016) by \$10,000.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

45 **Section 3.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
46 Ordinance shall be deemed independent of all other provisions herein.

47 **Section 4.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
48 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or
49 otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the
50 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall
51 remain and shall be deemed valid and enforceable.

52 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such
53 recitals were specifically set forth at length in this Section 5.

54 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
55

56 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
57 Salisbury held on the 28th day of November, 2022 and thereafter, a statement of the substance of the Ordinance
58 having been published as required by law, in the meantime, was finally passed by the Council of the City of
59 Salisbury on the _____ day of _____, 2022.

60
61 **ATTEST:**
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64 _____
65 **Kimberly R. Nichols, City Clerk**
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_____ **John R. Heath, City Council President**

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69 Approved by me, this _____ day of _____, 2022.
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73 _____
74 **Jacob R. Day, Mayor**
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City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Julia Glandz, City Administrator
From: Chris O'Barsky, Deputy Fire Chief
Subject: Rural Maryland Council SWIFT Grant
Date: 11/14/2022

The Fire Department is requesting the approval of grant funds in the amount of \$62,500.00 that it's received as a sub-grantee from a Tidal Health Grant. These funds will continue to support the Salisbury-Wicomico Integrated Firstcare Team (SWIFT) as it continues to improve health outcomes through a coordinated care approach and to prevent unnecessary ambulance transports, Emergency Department visits and hospital readmissions, ultimately saving health care dollars. Thank you for your time in this request. If you have any further questions or concerns, please do not hesitate to reach out to me.

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AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH TIDAL HEALTH FOR THE PURPOSE OF ACCEPTING SUB-GRANTED FUNDS IN THE AMOUNT OF \$62,500.00.

WHEREAS, Tidal Health, in conjunction with the City of Salisbury, applied for funds through the Rural Maryland Prosperity Investment Fund (RMPIF); and

WHEREAS, Tidal Health has been awarded RMPIF funds in the amount of \$187,755.00; and

WHEREAS, Tidal Health is further sub-granting \$62,500.00 to the City of Salisbury; and

WHEREAS, all accepted funds shall be used to operate the Salisbury-Wicomico Firstcare Team (SWIFT); and

WHEREAS, § 7-29 of the Salisbury City Charter prohibits the City from entering into an contract that requires an expenditure not appropriated or authorized by the City Council; and

WHEREAS, the budget amendment as provided herein must be made upon the recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. The City of Salisbury's Fiscal Year 2023 General Fund Budget be and is hereby amended as follows

- (a)** Increase the Rural Maryland Council Revenue Account (10500-424540-XXXXXX) by \$62,500.00.
- (b)** Increase Salary Overtime Non-Clerical Expense Account (10500-501021-XXXXXX) by \$37,000.00.
- (c)** Increase Various Benefits Expense Account (10500-502XXX-XXXXXX) by \$25,500.00.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 2. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 3. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

Section 4. The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals were specifically set forth at length in this Section 4.

Section 5. This Ordinance shall take effect from and after the date of its final passage.

THIS ORDINANCE was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held on the 28th day of November, 2022 and thereafter, a statement of the substance of the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of _____, 2022.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

[SIGNATURES APPEAR ON THE PAGE THAT FOLLOWS]

48 ATTEST:

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52 _____
53 **Kimberly R. Nichols, City Clerk**

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57 Approved by me, this _____ day of _____, 2022.

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61 _____
62 **Jacob R. Day, Mayor**



City of
Salisbury
Jacob R. Day, Mayor

MEMORANDUM

To: Deputy Chief O'Barsky
From: Fire Marshal Cramer
Date: September 21, 2022
Re: Ordinance to amend Chapter 2.12 – Department of Infrastructure and Development

Chapter 2.12 of the City Municipal Code erroneously granted the authority to enforce the City Fire Prevention Code to the Director of Infrastructure and Development. The City had previously granted that authority to the Fire Department. Please see the attached ordinance that removes that authority from the Director.

Should you need anything else please reach out.

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ORDINANCE NO. 2763

AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND CHAPTER 2.12 OF THE SALISBURY CITY CODE, ENTITLED “DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT”, FOR THE PURPOSE OF REMOVING THE AUTHORITY TO ENFORCE THE CITY FIRE PREVENTION CODE FROM THE DIRECTOR OF THE DEPARTMENT OF INFRASTRUCTURE AND DEVELOPMENT.

WHEREAS, the ongoing application, administration and enforcement of the City of Salisbury Municipal Code demonstrates the need for periodic review, evaluation and amendment; and

WHEREAS, the City of Salisbury has adopted the State Fire Prevention Code subject to local amendments; and

WHEREAS, the City of Salisbury had previously granted the authority to enforce the City Fire Prevention Code to the Director of Infrastructure and Development; and

WHEREAS, the City of Salisbury now employs a Fire Marshal, Deputy Fire Marshal and Fire Inspector to enforce the City Fire Prevention Code; and

WHEREAS, the City of Salisbury desires to amend Chapters 2.12.030 and 2.14.030 of the Salisbury City Code for the purpose of removing the authority to enforce the City Fire Prevention Code from the Director of the Department of Infrastructure and Development and the Director of the Housing and Community Development Department.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 1. Chapter 2.12 of the Salisbury City Code, entitled “Department of Infrastructure and Development”, be and is hereby amended by repealing the crossed-out language as follows:

2.12.030 - Powers and duties of director and department.

Under the authority of the mayor and the supervision of the city administrator, the director of the department of infrastructure and development is directed to enforce the city's building, electrical, gas, plumbing, zoning, ~~fire~~, mechanical and existing building codes and to carry out and perform all functions of the city as provided by such building, electrical, gas, plumbing, zoning, ~~fire~~, mechanical and existing building codes. ~~The City Fire Marshal shall report the results of the fire plan reviews and pre-occupancy functions to the Director of the Department of Infrastructure and Development.~~ The department of infrastructure and development shall have all the power and authority necessary to carry out its duties.

Section 2. Chapter 2.14. of the Salisbury City Code entitled “Housing and Community Development Department”, be and is hereby amended by repealing the crossed-out language as follows:

2.14.030 - Powers and duties of director and department.

Under the authority of the mayor and the supervision of the city administrator, the director of the Housing and Community Development Department is directed to enforce the city's housing, building, ~~fire~~ and zoning codes and to carry out and perform all functions of the city as provided by such housing, building, ~~fire~~ and zoning codes. The Housing and Community Development Department shall have all the power and authority necessary to carry out its duties.

BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF SALISBURY, MARYLAND, as follows:

Section 3. It is the intention of the Mayor and Council of the City of Salisbury that each provision of this Ordinance shall be deemed independent of all other provisions herein.

Section 4. It is further the intention of the Mayor and Council of the City of Salisbury that if any section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise unenforceable

46 under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph, subsection, clause or
47 provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed valid and enforceable.

48 **Section 5.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals
49 were specifically set forth at length in this Section 5.

50 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.

51 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury held
52 on the 28th day of November, 2022 and thereafter, a statement of the substance of the Ordinance having been published as
53 required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of
54 _____, 2022.

56
57 **ATTEST:**
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61 _____
62 **Kimberly R. Nichols, City Clerk**

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61 _____
62 **John R. Heath, City Council President**

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65 Approved by me, this _____ day of _____, 2022.
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69 _____

70 **Jacob R. Day, Mayor**
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