



**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**MONDAY, APRIL 17, 2023**

**Government Office Building, Council Chambers and Zoom Video Conferencing**

- 4:30 p.m. Ordinance to accept a DHCD grant for internet service at Anne Street Village- Information Services Director Bill Garrett
- 4:35 p.m. Ordinance to accept a DHCD grant for expenses associated with an event fund for the Main Street District- Business Development Director Laura Soper
- 4:40 p.m. Updates to the Employee Handbook- Human Resources Director Meg Caton
- 4:55 p.m. Ordinance to amend the Fire Department fuel budget- Deputy Chief Chris O’Barsky
- 5:00 p.m. Ordinance to accept grant funds for expenses associated with the Union Railway Station Stabilization Project- City Administrator Andy Kitzrow
- 5:05 p.m. Resolution to approve lease with Wicomico County Board of Elections- City Clerk Kim Nichols
- 5:10 p.m. Ordinance to amend Chapter 1.08 and 1.12 Election Bd, City Campaign Advertising & Finance- City Clerk Kim Nichols
- 5:15 p.m. Charter Amendments to amend Elections, Campaign Finance, Challengers and Watchers- City Clerk Kim Nichols
- 5:25 p.m. Discussion- Labor Code- City Attorney Ashley Bosché, City Administrator Andy Kitzrow
- 5:45 p.m. Administration and Council Comments
- 5:55 p.m. Adjournment

*Times shown are approximate. Council reserves the right to adjust the agenda as circumstances warrant.  
The Council reserves the right to convene in Closed Session as permitted under the Annotated Code of Maryland 3-305(b).*



Join Zoom Meeting

<https://us02web.zoom.us/j/88163253286?pwd=K3RtZUhUMHNucDRPU2IHbnROQzZVUT09>

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592

Posted 4/13/23



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

**To: City Council**  
**From: Bill Garrett, Director of IS**  
**Subject: Connected Communities Grant Acceptance**  
**Date: 4/5/23**

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Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Connected Communities Grant (CCG) program. The purpose of the CCG is to enable local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations to make available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.

This funding, in the amount of \$34,228, will be utilized to provide free high speed WiFi connections through a fiber-optic Internet service connection to the residents at the Ann Street Village

Included is the proposed Grant Agreement.

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
OFFICE OF STATEWIDE BROADBAND  
MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM AGREEMENT**

THIS MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM (“GAP”) AGREEMENT (“Agreement”) is entered into as of the Effective Date (as defined herein) by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (“the Department”), a principal department of the State of Maryland (“State”) and the CITY OF SALISBURY (“the Grantee”), a body corporate in Wicomico County, Maryland. The Department and the Grantee are each a “Party” and may collectively be referred to as “the Parties”.

**RECITALS**

- A. This Agreement is issued pursuant to the State’s appropriation in FY22 of funding received from the United States Department of the Treasury’s Coronavirus State Fiscal Recovery Fund created by Section 9901 of the American Rescue Plan Act (“the Act”), to the Office of Statewide Broadband (“the Office”). This federal funding is the sole source of funds for the Maryland Connected Communities Grant Program (“the Program”), and this funding is subject to all applicable rules, regulations, and guidance issued by the Treasury related thereto (“the Regulations”).
- B. With increased reliance by many municipalities and employers on telework, virtual court hearings, remote learning, and so on, the public health emergency which began in the State on March 5, 2020 (“the Covid-19 Emergency”) made clear that much of the modern world depends on access to reliable high speed internet, and knowledge of how to effectively use it. However, there exist unserved and underserved communities across the State with populations including, but not limited to, the low-income, seniors, the disabled, and those with limited English proficiency or literacy, who have limited access to reliable broadband internet, computing technology, or training in how to utilize it. Such communities and individuals have been disproportionately impacted by the Covid-19 Emergency and are at risk of being further left behind by this deficit.
- C. The purpose of the Program is to:
1. Address the deficit of broadband resources available to unserved and underserved populations in the State; and
  2. Distribute GAP funding, in the form of grants, to local jurisdictions, non-profit corporations, anchor institutions, and community-based organizations. These eligible grantees are authorized to use the GAP funding for costs consistent with the terms and conditions of the source of funds, which are costs directly related to making available equipment, instrumentation, networking capability, service, hardware, software, and digital network technology which will facilitate the use of broadband by unserved and underserved populations at low or no cost.
- D. Grantee has submitted an application (the “Application”) to the Department, attached hereto as Exhibit A. The Application describes certain activities which are eligible for funding under the Program.
- E. In reliance upon the statements, representations and certifications contained in the Application, the Department has approved a grant award to Grantee.
- F. The provisions of the Act, the Regulations, and the Department’s Request for Applications dated February 9, 2022 (“RFA”) and the Office’s Contracting and Procedures Guide, as amended from time to time, are hereby incorporated into this Agreement as if fully restated herein.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Grant.

- a) The Department agrees to provide Grantee with funds not to exceed **\$ Thirty-Four Thousand, Two Hundred Twenty-Eight Dollars (\$34,228.00)** (“**the Grant**”). Disbursement of the Grant is subject to the availability of grant funds to the Department.
- b) Grantee shall use the Grant to carry out only the approved activities described in the attached Exhibit A, with the additional awarded funding to be used to provide broadband service for two (2) years instead of one (the “**Project**”). Grantee certifies its activities are eligible activities as set forth in the Act. Any other services or costs will be eligible only with approval of the Office.
- c) Grantee acknowledges that funds provided by the Department under this Agreement shall not be used for personal equipment or non-connected accessories (e.g., cases, mouse pads, cable clips, laptop bags, tablet stands, wall mounts, charging stations); mobile phones, including smartphones; nor technical support, maintenance costs, or separate costs for warranties and protection plans. Funds also may not be used for the purchase or construction of towers, land, buildings, or for building renovations, tower upgrades, or the acquisition of facilities or companies.
- d) Grantee acknowledges that the Projects must achieve Minimum Network Requirements. “Minimum Network Requirements” means a minimum internet connectivity of 100 Mbps down and 100 Mbps up with a maximum latency of 50 milliseconds measured at the served subscribers’ location, unless the Grantee’s partner Internet Service Provider (“**ISP**”) submits a Certification as to circumstances preventing the ISP from achieving such speeds. Where the partner ISP has certified to its need for exemption and said Certification is an Exhibit to this Agreement, Minimum Network Requirements shall mean a minimum internet connectivity that reliably meets or exceeds 100 Mbps download and at least 20 Mbps upload speeds, and be scalable to a minimum of 100 Mbps symmetrical for download and upload speeds based on future technology advances, with a maximum latency of 50 milliseconds measured at the served subscribers’ location.

2) Expenditure and Disbursement of Grant Funds.

- a) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit A and the “Eligible Grant Purposes” set forth in the Program Guides. Grant eligible expenses include certain operating expenses such as licensing fees, building repairs, payroll for Project-related hours, and capital expenses defined as expenses that are capitalized. All grant eligible capital expenditures must be for new, non-depreciated items and can include the construction of outside-plant deployment (including last mile and middle mile infrastructure), electronic equipment necessary to deliver service (including equipment shelters, wireless radio, and antenna), and other capital costs that are directly necessary to provide broadband service to an end user. No asset purchased with these grant funds may be sold or given away without the express written permission of the Department.
- b) All Grant funds will be provided on a reimbursement basis only, and provided directly to the Grantee. Reimbursement may be made on paid or unpaid invoices. Grantee shall follow the instructions on reimbursement process outlined in **Exhibit E**.
- c) To be eligible for reimbursement, invoices must be submitted to the Department within thirty (30)

days of receipt of the invoices by the Grantee. Any exceptions to this requirement are at the sole discretion of the Department and must be confirmed in writing by the Office of Statewide Broadband.

- d) The Projects must be completed and all Grant funds made available under this Agreement must be expended by December 31, 2023 (“the Completion Date”).
- e) Invoices must be submitted no later than December 15, 2023, and shall identify in detail all expenses incurred for which reimbursement is being sought. Where a final, or consolidated, invoice is submitted, it shall have attached copies of all the underlying supporting invoices and other documentation of such expenses.
- f) Grantee may not expend more than the amount allocated for any category in any Project Budget without the prior written consent of the Office.
- g) Unless otherwise agreed to in writing by the Office, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Projects by the second (2nd) anniversary of the Effective Date.
- h) The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for reimbursement.
- i) The Department reserves the right not to disburse any Grant funds if, in the Department's determination:
  - i. Grantee has failed to supply a material fact in a request for disbursement;
  - ii. Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant;
  - iii. Grantee has used any portion of the Grant for uses or activities other than the Projects, or in a manner inconsistent with the terms and conditions of this Agreement, the Act, the Regulations, and the RFA; or
  - iv. Grantee is in default under any other term or condition contained in this Agreement.

### 3) Records, Inspections and Reports.

This Section shall survive the term of this Agreement.

#### a) Records.

- i) Grantee shall maintain accurate financial records of all transactions relating to the receipt and expenditure of the Grant and administration of the Projects (collectively, “**Records**”). The Records shall be in a form acceptable to the Department and sufficient to support the State’s production of evidence of compliance with Section 602(c) of the Social Security Act, Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing. Grantee shall retain the Records for five (5) years following the date of disbursement of grant funds.
- ii) Grantee shall make the Grantee’s administrative offices, its personnel, whether full-time, part-time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of five (5) years following the date the Department approves final disbursement of grant funds. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department.

b) Inspections. All financial and programmatic records of the Grantee related to the Grant shall be available for inspection by authorized personnel of the Department and agents of the federal government. The Grantee shall further permit the Department to perform program monitoring, evaluation and audit activities as determined to be necessary, at the discretion of the Department. The Department may conduct inspections of the Projects at any time during the term of this Agreement.

c) Reports.

i) Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the Office. The interim progress reports shall contain such information as the Department requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budgets, and benchmarks reached. Interim Reports shall be substantially in the form provided as **Exhibit D** and provided quarterly (March 31, June 30, September 30, December 31) within the Project timelines.

ii) Within forty-five (45) calendar days after Grantee completes each Project, Grantee shall submit to the Department a final report (the "**Final Report**") in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain an expense and revenue summary of the Project including the number of households and businesses that gained access to broadband facilities, any problems encountered in completing the Project, and such other information as the Department requires. The Final report shall also contain an expense and revenue summary of the Project, certified by the highest fiscal officer of Grantee, that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report. The Grant will not be considered fully closed out until the Final Report has been submitted to, and accepted by, the Department.

iii) In addition to the requirements set forth above, Grantee shall cooperate fully and promptly with DHCD as to any and all reporting obligations established by Treasury or the State as they relate to this award, and provide the Department with such additional records, reports, and other documentation as may be required by the Department, or the U.S. Department of the Treasury, or the Office of the Inspector General.

4) General Covenants.

a) Grantee shall comply with all applicable laws, regulations, terms, and conditions established by the U.S. Department of the Treasury, the Department, and the State with respect to the use of Grant funds.

b) Grantee must notify and obtain written approval of the Digital Equity Programs Manager for any change in the Application, Project Maps, Project Budgets, including modifications to the scope of work of any Project, modifications involving carrying out Project activities in a geographic area other than the proposed service area, and modifications to the Completion Date. Such changes will not require a formal amendment to this Agreement, so long as they are approved in writing by the Digital Equity & Inclusion Programs Manager and the total amount of the Grant is not exceeded.

5) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a local county or municipality of the State of Maryland, a non-profit corporation, board of education for a local school system, board of trustees for a local or independent library system, community center or other anchor institution, or a community-based organization.
  - b) The acceptance of the Grant and the entering into of this Agreement have been duly authorized, executed, and delivered by Grantee, and are the valid and legally binding acts and agreements of Grantee.
  - c) Grantee is duly organized and validly existing under the laws of the jurisdiction of which Grantee is part. Grantee has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement, including, but not limited to, legal capacity and authority to own and operate or receive the equipment and services contemplated by the Projects, to enter into contracts, and to otherwise comply with applicable statutes and regulations.
  - d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
  - e) All federal, state, and local government approvals, permits, reviews, and licenses that may be required to accomplish the Projects have been obtained or Grantee has reasonable assurances that they will be obtained.
  - f) Grantee certifies that all of the Grant funds will be used for eligible Program activities as defined in the Act and Regulations.
  - g) Grantee has or shall comply with all applicable federal funding conditions set forth in the attached **Exhibit B**.
  - h) Grantee will make a certification acknowledging the prohibition on the use of federal funds for lobbying in the form attached as **Exhibit C**.
  - i) The activities and expenses being reimbursed under this Agreement are not subject to reimbursement from other federal or state funding sources, and Grantee has not received nor will Grantee seek reimbursement from any other source for expenses submitted for reimbursement under this Agreement.
  - j) Neither the Grantee, nor any of its officers or directors, nor any employee of the Grantee involved in obtaining contracts with or grants from the State or any subdivision of the State, has engaged in collusion with respect to the Grantee's application for the Grant or this Agreement or has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or of the United States.
  - k) The Grantee, if incorporated, is registered or qualified in accordance with the Corporations and Associations Article of the Annotated Code of Maryland, is in good standing, has filed all required annual reports and filing fees with the Department of Assessments and Taxation and all required tax returns and reports with the Comptroller of the Treasury, the Department of Assessments and Taxation, and the Department of Labor, and has paid or arranged for the payment of all taxes due to the State.
- 6) Default, Repayment and Remedies; Termination.
- a) A default under this Agreement shall occur if:
    - i. There is any use of the Grant by Grantee for any purpose other than as authorized by the Act, the Regulations, the Guides, and this Agreement; or



- ii. There is a breach of any covenant, agreement, provision, representation, warranty or certification of Grantee which was made in this Agreement or the Application, as applicable.
  - b) If a default as described in Section 6(a)(i) of this Agreement occurs, the Department may demand the immediate repayment from Grantee, and Grantee shall immediately repay to the Department any Grant funds not expended in accordance with this Agreement.
  - c) If a default as described in Section 6(a)(ii) occurs, the Department shall have the right to declare a default of this Agreement by notice to Grantee and Grantee shall have thirty (30) calendar days from the date the Grantee receives the notice to cure the default. If Grantee has not cured the default to the satisfaction of the Department by the conclusion of the 30-day period, this Agreement shall terminate at the end of the 30-day period and the Department may demand immediate repayment of the Grant.
  - d) Notwithstanding the foregoing notice and cure period set forth in Section 6(c), in the event that Treasury requires the repayment of any Grant funds, Grantee shall immediately return the Grant funds to the Department.
  - e) In the event of termination of the Agreement, whether due to default or otherwise:
    - i. Grantee's authority to request a disbursement shall cease and Grantee shall have no right, title or interest in or to any of the Grant funds not disbursed; and
    - ii. The Department may demand the immediate repayment of all or a portion of the Grant which has been disbursed.
  - f) The Department's remedies may be exercised contemporaneously, and all of such rights shall survive any termination of this Agreement.
  - g) If a default occurs, the Department may at any time proceed to protect and enforce all rights available to the Department under the Regulations, the Act, at law or in equity, or by any other appropriate proceedings, which rights and remedies shall survive the termination of this Agreement. Furthermore, no failure or delay of the Department to exercise any right, power or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification or agreement or of any such default or preclude the Department from exercising any such right, power or remedy at any later time or times.
- 7) Indemnification. To the extent permitted by the laws of the State, and subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the "LGTC") and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time, and except in the event of the Department's negligence or willful misconduct or the negligence or willful misconduct of the Department's officers, agents, employees, successors and assigns, Grantee shall indemnify and hold harmless, the Department, its officers, agents, employees, successors and assigns against liability for any suits, actions or claims of any character arising from or relating to the performance by Grantee (or its officers, agents, employees, successors or assigns) of any of its rights or obligations under this Agreement. If Grantee is a local government, its chief executive officer hereby agrees to use his or her best efforts to include a request in the Annual Budget and Appropriation ordinance to appropriate funds in the event there is an otherwise indemnifiable cost to the Department under this Section.
- 8) Nondiscrimination, Fair Practices, and Drug and Alcohol Free Certifications:
- a) Grantee certifies that it does not discriminate and prohibits discrimination in, and shall not

exclude from the participation in, or deny the benefit of any program or activity funded in whole or in part with the Grant, on the basis of political or religious opinion or affiliation, marital status, race, color, creed or national origin, or sex or age, except when age or sex constitutes a bona fide occupational qualification, sexual orientation, gender identity, or the physical or mental handicap of a qualified handicapped individual.

- b) Grantee shall comply with the provisions of all federal, State and local laws prohibiting discrimination in housing on the grounds of race, color, religion, national origin, sex, marital status, physical or mental disability, sexual orientation, age, gender identity, genetic information, or an individual's refusal to submit to a genetic test or make available the results of a genetic test, including Title VI and VII of the Civil Rights Act of 1964, as amended (Public Law 88-352); and Title VIII of the Civil Rights Act of 1968, as amended (Public Law 90-284); the Fair Housing Act (42 U.S.C. §§3601-3620); the Americans with Disabilities Act of 1990, as amended; and Title 20 of the State Government Article of the Annotated Code of Maryland, as amended.
  - c) Grantee shall comply with the provisions of the Governor's Executive Order 01.01.1989.18 regarding a drug- and alcohol-free workplace and any regulations promulgated thereunder.
- 9) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Ronnie Hammond  
Digital Equity & Inclusion Programs Manager, Office of Statewide Broadband  
Department of Housing and Community Development  
7800 Harkins Road  
Lanham, MD 20706

with a courtesy copy to: [Ronnie.Hammond@maryland.gov](mailto:Ronnie.Hammond@maryland.gov)

- b) Communications to Grantee shall be mailed to:

Attn:

with a courtesy copy to:

- 10) Amendment. Other than as set forth in Section 4(b), this Agreement may not be amended except by a written instrument executed by the Department and Grantee.
- 11) Execution. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or the amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or any amendments thereto and of signature pages by facsimile or by electronic transmission shall constitute effective execution and delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes. Without limitation, "electronic signature" shall include: faxed versions

of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

- 12) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 13) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 14) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State of Maryland without regard to conflict of laws provisions.
- 15) Term of Agreement. Unless sooner terminated pursuant to Section 6 of this Agreement or by the mutual consent of Grantee and the Department, the term of this Agreement shall be from the date of execution of this Agreement by the Department (the “Effective Date”) until the proceeds of the Grant have been either disbursed or returned to the Department, all reports and records due by Grantee to the Department have been received and approved by the Department, and there has been a final settlement and conclusion between the Department and Grantee of all issues arising out of the Grant.
- 16) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 17) Delay Does Not Constitute Waiver. No failure or delay of the Department to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department from exercising any right, power or remedy at any later time or times.
- 18) Notice Regarding Disclosure of Information Relating to the Projects.
  - a) The Department intends to make available to the public certain information regarding the Projects and the Grantee.
  - b) The Department may be required to disclose information about the Projects to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources.
  - b) The Department may be required to disclose information in response to a request for information made pursuant to the Public Information Act, General Provisions Article, §4-101 et seq. of the Annotated Code of Maryland (the “PIA”). Information that may be disclosed includes, among other things, the name of the Grantee; the name, location, and description of the Projects; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; the use of funds; the Application and the sources, amounts and terms of other funding used to complete the Projects, including capital contributions or matching funds from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s

statement when responding to a request made pursuant to the PIA.

19) Exhibits. The following exhibits are a material part of this Agreement and are incorporated herein by reference.

Exhibit A – Application

Exhibit B – Federal Funding Acknowledgments

Exhibit C – Certification Prohibiting the Use of Federal Funds for Lobbying

Exhibit D – Interim Progress Report

Exhibit E – Instructions on Reimbursement & Disbursement of Funds

Exhibit F – Certification of Exemption from Standard Minimum Network Requirements (*if applicable*)

**[SIGNATURES ON FOLLOWING PAGE]**

WITNESS, the parties hereto have caused this Agreement to be executed under seal by their duly authorized officer(s) as of the Effective Date.

**CITY OF SALISBURY**

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Date

Approved for form and legal sufficiency,  
this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Assistant Attorney General

## EXHIBIT B

### MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM – CERTAIN FEDERAL FUNDING CONDITIONS

#### A. Certification prohibiting use of federal funds for lobbying

1. 18 U.S.C. 1913 and section 1352 of P.L. 101-121 require that all prospective and present subgrantees (this includes all levels of funding) who receive more than \$100,000 in federal funds must submit the form “Certification Against Lobbying”. It assures, generally, that recipients will not lobby federal entities with federal funds, and that, as is required, they will disclose other lobbying on form SF- LLL. The Grantee shall require that the language of the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements). Any subrecipients shall certify and disclose accordingly.

#### B. Clean Air Act and Federal Water Pollution Control Act

##### 1. Clean Air Act

- a. The Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that the DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

##### 2. Federal Water Pollution Control Act

- a. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Grantee agrees to report each violation to DHCD and understands and agrees that DHCD will, in turn, report each violation as required to assure notification to the U.S Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- c. The Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

#### C. Access to Records

1. The Grantee agrees to provide DHCD, the U.S. Department of the Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Grantee which are directly

pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

2. The Grantee agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

#### **D. Suspension and Debarment**

1. As Federal funds support the activities of this Agreement, the Grantee acknowledges, per the United States Office of Management & Budget's Uniform Guidance section 2 CFR 200.213, Suspension and Debarment, the following obligations of Federal granting agencies regarding debarment and suspension:

“Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive order 1259 and 12689, 2 CFR part 180. These regulations restrict awards, subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.”

#### **E. Uniform Administrative Requirements, Cost Principles, and Audits**

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by Treasury.
2. If applicable to Grantee, Grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F – Audit Requirements, if applicable. OMB 2 CFR 200, Subpart F, Audit Requirements requires that Grantees which expend a total of \$750,000 or more in federal assistance shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Single Audit Act of 1984, P.L. 98-502, and the Single Audit Act Amendments of 1996, P.L. 104-156, and the Office of Management and Budget (OMB) 2 CFR 200, Subpart F. An electronic copy of all Grantee audits performed in compliance with 2 CFR 200, Subpart F shall be forwarded within thirty (30) days of report issuance to the Office of Statewide Broadband for review.

**F.** All sub-recipients of federal funds comply with Sections 503 and 504 of the Rehabilitation Act of 1973, the conditions of which are summarized in item (G).

**G.** Recipients of \$10,000 or more (on any level) must include in their contract language the requirements of Sections 503 (language specified) and 504 referenced in item (F). Section 503 of the Rehabilitation Act of 1973, as amended, requires recipients to take affirmative action to employ and advance in employment qualified disabled people. An affirmative action program must be prepared and maintained by all contractors with 50 or more employees and one or more federal contracts of \$50,000 or more.

This clause must appear in subcontracts of \$10,000 or more:

1) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

2) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

3) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

4) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting office. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

5) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

6) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the [federal] Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H) All sub-recipients agree to comply with Title VI of the Civil Rights Act of 1964 that they must not discriminate in participation by race, color, or national origin.

I) There may be no discrimination on the basis of age, according to the requirements of the Age Discrimination Act of 1975.

J) National Defense Authorization Act of 2019 (NDAA). The NDAA prohibits the use of federal funds to cover the cost of equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or critical technology as part of any system. Section 889 of the NDAA defines "covered telecommunications or services" to mean telecommunications and video surveillance equipment or services produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). "Covered telecommunications equipment or services" also includes telecommunications or video surveillance equipment or services provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of



Investigation, reasonably believes to be an entity that is owned or controlled by the government of a covered foreign country, i.e. The Republic of China.

K) Hatch Act. Sub-recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

**EXHIBIT C**

**MARYLAND CONNECTED COMMUNITIES GRANT PROGRAM –  
CERTIFICATION PROHIBITING THE USE OF FEDERAL FUNDS  
FOR LOBBYING**

Grantee hereby certifies that to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the State shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The State shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any persons who fail to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

\_\_\_\_\_  
Full Name of the Grantee

By: \_\_\_\_\_  
Authorized Signature for the Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name and Title

## EXHIBIT D

### OFFICE OF STATEWIDE BROADBAND – DHCD

### MARYLAND CONNECTED COMMUNITIES GRANT FINAL REPORT INSTRUCTIONS

Pursuant to the Memorandum of Understanding, Section 2(e) with the Office of Statewide Broadband (OSB) and Department of Housing and Community Development (DHCD), grantees shall provide a final invoice no later than December 15, 2023 with supporting documentation.

The attached report is a fillable PDF which grantees should complete during the final close out process along with the final reimbursement request.

Complete the form as follows:

1. Provide the date of the report
2. Provide the project start date
3. Provide the project name – as stated on the award letter
4. Name of organization – as stated on the award letter
5. Organization type – as stated on the application
6. Insert the County

Project Update

1. Check the funding category for the project by identifying the specific item in each category used in the project. The categories are equipment, service or miscellaneous.
2. Provide the demographics by checking the box corresponding to the population served
3. Include the number of schools, libraries or people served
4. List your accomplishments – include all aspects of the project that showed successful implementation
5. List any obstacles that you faced during the completion of this project – include all barriers that interfered with the successful implementation of the project
6. Total project cost to date and indicated if the project was on budget – cumulative total of reimbursement requests submitted to OSB
7. Include the completion date and if the project was completed on schedule

Be sure to identify the person preparing the report, provide a signature, title and date

The final report is to be submitted to <mailto:osb@maryland.gov>

OFFICE OF STATEWIDE BROADBAND – DHCD  
 MARYLAND **CONNECTED COMMUNITIES GRANT**  
**INTERIM & FINAL** REPORT

|   |   |                         |  |
|---|---|-------------------------|--|
| DATE OF REPORT  |   | PROJECT START DATE      |  |
| PROJECT NAME  |   |                         |  |
| NAME OF ORGANIZATION  |   |                         |  |
| ORGANIZATION TYPE   | <b>LOCAL GOVERNMENT</b> _____ <b>NON PROFIT/501(c) ENTITY</b> _____<br>ANCHOR INSTITUTION _____ |                         |  |
| COUNTY  |   | MD                      |  |
| <b>PROJECT REPORT</b>   |   |                         |  |
| FUNDING CATEGORY<br><br>IDENTIFY THE SPECIFIC ITEM IN EACH CATEGORY FOR YOUR PROJECT (i.e. EQUIPMENT – WIFI HOTSPOTS OR SERVICE – INTERNET SERVICES TO SCHOOLS) | EQUIPMENT   | _____                   |  |
|   | SERVICE   | _____                   |  |
|   | MISCELLANEOUS   | _____                   |  |
| DEMOGRAPHICS  | LOW INCOME _____  | AGING/SENIORS _____     |  |
|   | DISABLED _____  | LANGUAGE BARRIERS _____ |  |
|   | RACIAL OR ETHNIC MINORITIES _____   | RURAL RESIDENTS _____   |  |
| NUMBER OF SCHOOLS, LIBRARIES, OR PEOPLE SERVED (PLEASE SPECIFY)   |   |                         |  |
| ACCOMPLISHMENTS   |   |                         |  |
| OBSTACLES   |   |                         |  |
| TOTAL PROJECT COSTS TO DATE   | \$ _____  | ON BUDGET? _____        |  |
| COMPLETION DATE   | _____   | ON SCHEDULE? _____      |  |
| REPORT PREPARED BY  |   |                         |  |
| PREPARER TITLE  |   |                         |  |
| SIGNATURE   |   |                         |  |

## EXHIBIT E

OFFICE OF STATEWIDE BROADBAND – DHCD

**MARYLAND CONNECTED COMMUNITIES GRANT**  
REIMBURSEMENT PROCEDURES

The Office of Statewide Broadband (OSB) is responsible for processing all reimbursement requests for grantees for the Maryland Connected Communities (GAP) Grant Program.

Please follow the outlined procedure for processing reimbursement requests to this office. As a reminder, a final report is due with the final invoice no later than December 31, 2023 with all supporting documentation. The final report template and instructions has been shared with each grantee for reference.

### Reimbursement Request Procedure:

1. Collect all quotes, paid and unpaid invoices from vendors used in the MD-GAP program
2. Prepare a dated cover letter or standard invoice requesting reimbursement which includes the following information:
  - a. Name of the project
  - b. Exact dollar amount requested
  - c. Verification of mailing address for checks to be delivered
  - d. Name of contact person with email and phone number
3. Scan clear copies of all documentation along with a cover letter
4. Email to <mailto:osb.md@maryland.gov> the cover letter and scan copies of supporting documentation in (1) PDF file

If you have questions or concerns, do not hesitate to reach out to the OSB office at <mailto:osb.md@maryland.gov>. You may also contact Ronnie Hammond, Program Manager, Digital Equity & Inclusion, (301) 429-7514, [Ronnie.hammond@maryland.gov](mailto:Ronnie.hammond@maryland.gov)

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING FUNDS FROM THE CONNECTED COMMUNITIES GRANT IN THE AMOUNT OF \$34,228 FOR THE ANNE STREET VILLAGE FIBER INTERNET PROJECT.**

**WHEREAS**, the Department of Housing and Community Development (“**DHCD**”) funds a grant to help municipalities provide high speed Fiber Internet services to underserved communities (the “**Connected Communities Grant**”); and

**WHEREAS**, the City of Salisbury Information Services Department (“**ISD**”), having a need for Fiber Internet service at the Anne Street Village location, applied for the said Connected Communities Grant and DHCD has awarded grant funds to the ISD in the amount of \$34,228; 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 Jack R. Heath is hereby authorized to enter into an agreement with the Department of Housing and Community Development, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$34,228.

**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 DHCD Revenue Account No. 10500-423601-XXXXX by \$34,228.
- (b) Increase Repairs & Maintenance Expense Account No. 10500-534302-XXXXX by \$3,400.
- (c) Increase Construction Expense Account No. 10500-513026-XXXXX by \$22,000.
- (d) Increase Internet Service Expense Account No. 10500-555404-XXXXX by \$6,000.
- (e) Increase Salaries-Clerical Expense Account No. 10500-501001-XXXXX by \$2,828.

**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 \_\_\_ day of \_\_\_\_, 2023 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 \_\_\_\_, 2023.

**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**Jack R. Heath, Mayor**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

**To:** City Council  
**From:** Laura Soper, Director of Business Development  
**Subject:** Main Street Improvement Grant  
**Date:** 4/11/23

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Attached is an Ordinance to accept funding from the Maryland Department of Housing and Community Development, Main Street Improvement Program (MIP). The purpose of the MIP Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

This funding, in the amount of \$25,000, will be utilized to create a competitive fund that can be used to help support events in the designated Main Street area. Event producers would submit a detailed RFP and event plan to the City of Salisbury Arts, Business, and Culture Department, and funds would be appropriated on a competitive basis to events that demonstrate a well-thought-out budget, safety, marketing, and inclusion plan.

Included is the proposed Grant Agreement, which includes the proposed budget and uses.



## OPERATING ASSISTANCE GRANT PROGRAM GRANT AGREEMENT

This Grant Agreement (this "**Agreement**"), by and between the DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT, a principal department of the State of Maryland ("**DHCD**"), and CITY OF SALISBURY (the "**Grantee**"), is entered into as of the date it is executed by DHCD (the "**Effective Date**").

### RECITALS

WHEREAS, Grantee has applied to DHCD for a grant under the Operating Assistance Grant Program (the "**Program**"). The Program includes (i) Operating and Technical Assistance Grants ("**TAG Grants**"), pursuant to §4-211 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended and the Code of Maryland Regulations ("**COMAR**") 05.11.01; and (ii) Main Street Improvement Program Grants ("**MIP Grants**"), pursuant to §6-102 of the Housing and Community Development Article of the Annotated Code of Maryland, COMAR 5.13.02, and DHCD's general authority to administer and implement programs, pursuant to §2-102 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended. The provisions of the Annotated Code of Maryland and the related regulations are referred to herein collectively as the "**Act**."

WHEREAS, the purpose of the TAG Grants is to enable eligible nonprofit organizations, local governments, local development corporations and local development agencies to obtain or provide advisory, consultative, training and educational services to initiate or enhance community development and commercial revitalization activities to bring reinvestment and economic revitalization to their communities.

WHEREAS, the purpose of the MIP Grants is to promote the development and revitalization of business districts in local jurisdictions through a grant to a local government designated as a Main Street Maryland community, a Baltimore Main Street, or a nonprofit Main Street organization, with the support of the local government.

WHEREAS, in reliance upon the representations and certifications contained in the Grantee's application for grant assistance dated April 25, 2022 (the "**Application**"), DHCD has approved an award of **TAG Grant** funds to the Grantee, to be expended by the Grantee in accordance with the requirements and provisions of this Agreement, the Program, DHCD's Program Policy Guide, as amended from time to time (the "**Guide**"), and the Act.

IN CONSIDERATION of the mutual promises and covenants contained in this Agreement, DHCD and Grantee agree as follows:

1. Specific Purpose. The purpose of this Agreement is to provide the Grantee with financial assistance to pay for the activities (the "**Project Activities**") set forth in Exhibit A attached hereto (the "**Project**").

2. Grant Amount.

(a) DHCD agrees to provide Grantee with a grant from the Program in a total amount not to exceed ~~Twenty-FiveXXXX~~ Thousand and 00/100 Dollars (~~\$25,000XXXX~~) (the "**Grant**").

(b) The Grant shall be disbursed in accordance with Section 6 of this Agreement and as detailed in the budget (the "**Budget**") set forth and attached as Exhibit B of this Agreement.

3. Grantee Contribution.

The Secretary of DHCD has made a determination to waive the Grantee contribution pursuant to COMAR 5.11.01.11(D) and COMAR 5.13.02.12.

4. Grant Period.

The Grant shall be disbursed over a one year term (the “**Grant Period**”). The Grant Period is deemed to commence on the Effective Date.

5. Expenditure of the Grant.

Grantee agrees to use the Grant funds only for the approved Project, in accordance with the Budget. All expenses to be paid with the Grant shall be paid in a manner satisfactory to DHCD, prior to the expiration of the Grant Period. The Grantee shall expend the Grant only for the categories of activities set forth in the Budget. Grantee shall use the Grant in accordance with the provisions of the Act, the Guide, and this Agreement.

6. Disbursement of the Grant.

(a) Requests for disbursement of the Grant shall be in writing upon forms provided by DHCD. During the term of this Agreement, each request for disbursement from the Grantee shall contain the information required by DHCD, including but not limited to the status of the Project, goals achieved, expenditures made against the Budget and expected Project activity to be completed prior to submitting the next disbursement request.

(b) Requests for disbursement of Grant funds must be accompanied by a statement that the representations, certifications, and other matters contained in the Application and this Agreement are, and remain, true and complete in all material respects. Disbursement requests may seek funds to pay for certain projected costs anticipated to be incurred as well as reimbursement for costs incurred on or after the date of the Application. DHCD shall have the right at any time to request that the Grantee provide additional supporting documentation with any request for disbursement.

(c) All disbursements of the Grant are subject to the availability of funds from the Program during the Grant Period.

(d) Disbursements of the Grant may be made at any time after the Effective Date, subject however, to any special conditions set forth in Exhibit C.

(e) DHCD reserves the right to make disbursements contingent upon completion by Grantee of the Project Activities, in a manner acceptable to DHCD. Grantee shall indicate on each disbursement request all costs for which payment is requested.

(f) DHCD reserves the right not to disburse all or any portion of the Grant if, in the sole determination of DHCD: (i) Grantee has failed to supply any material fact in a disbursement request; (ii) Grantee's disbursement request, when combined with all prior disbursement requests, exceeds the total amount of the Grant; (iii) Grantee is in default under this Agreement; or (iv) the Project is not proceeding to the satisfaction of DHCD.

(g) If Grantee is not a local government or jurisdiction, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal agency or another State of Maryland ("**State**") agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services.

7. Default and Remedies.

(a) A default shall consist of a breach of any covenant, agreement, term or certification in this Agreement, including a determination by DHCD that (i) the Grantee has expended all or any portion of the Grant for purposes other than as set forth herein; (ii) the Grantee has expended all or any portion of the Grant other than in accordance with the permitted categories of activities set forth in the Budget or as otherwise authorized by this Agreement; or (iii) the Grantee is not completing the Project Activities to the satisfaction of DHCD.

(b) Upon the occurrence of default, DHCD, in its sole discretion may:

- (i) Reduce or withhold subsequent disbursements of the Grant;
- (ii) Demand repayment from Grantee of the portion of the Grant previously disbursed to Grantee; and
- (iii) Terminate this Agreement.

(c) In addition to the rights and remedies contained in this Agreement, DHCD may at any time proceed to protect and enforce all rights available to DHCD by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive termination of this Agreement. Furthermore, no failure or delay of DHCD to exercise any right, power, or remedy consequent upon a default shall constitute a waiver of any such term, condition, covenant, certification, or agreement, or preclude DHCD from exercising any such right, power, or remedy at any later time or times.

8. General Requirements of Records and Reports; Inspection.

(a) Records and Inspection. Grantee shall maintain accurate financial records in a form acceptable to DHCD of all transactions relating to the receipt and expenditure of the Grant. Grantee shall maintain and shall make the financial records, books, accounts, other relevant records, administrative offices and personnel, whether full-time, part-time, consultants or volunteers, available to DHCD during reasonable work hours upon request during the term of this Agreement and for a period of not less than 3 years following termination of this Agreement.

(b) Progress Reports. (i) Within three months of the Effective Date, Grantee shall submit a disbursement request or a progress report, containing the information required by DHCD, including but not limited to the current status of the Project, problems encountered or barriers to implementing Project activities as identified in the Budget and plans for moving Project activity forward; and (ii) Grantee shall submit a written progress report six months after the Effective Date; provided, however, that DHCD may,

by written notice to Grantee and in its sole discretion, accept the information provided in a recent disbursement request in lieu of a progress report.

(c) Final Report. Within 30 days after the expiration of the Grant Period, the Grantee shall submit to DHCD a final report (the “**Final Report**”) which describes the progress made in fulfilling the purposes of the Grant, any problems encountered in fulfilling these purposes, as well as any other relevant factors related to the Grant as determined by DHCD. The Final Report shall also list all expenditures relating to the Grant. In addition, any completed studies, surveys, reports or other work products, if applicable, shall be attached to the Final Report.

9. Modifications.

(a) DHCD will consider reasonable modifications to the Project. Prior to a request being made to DHCD, the board of directors or other governing body of the Grantee must first approve the modification.

(b) Upon approval of the modification by the board of directors or other governing body of the Grantee, Grantee shall submit a written request for modification of the Project to DHCD. DHCD shall determine, in its sole discretion, whether to allow the requested modification.

10. Assistance from DHCD. In carrying out the Project Activities, Grantee agrees to accept assistance from DHCD, or DHCD's designee, if DHCD deems it necessary.

11. Grantee's Certifications. Grantee certifies to DHCD that:

(a) Grantee is a local jurisdiction or local government, a local development agency, a local development corporation or a nonprofit organization duly organized and validly existing under the laws of the State, is qualified to do business in the State, and has all requisite power and authority to enter into and carry out the transactions contemplated by this Agreement;

(b) This Agreement has been duly authorized, executed and delivered by the Grantee in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of Grantee;

(c) (i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant;

(ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting;

(iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 11(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy;

(d) The representations, statements and other matters contained in the Application are and remain true and complete in all material respects;

(e) If applicable, Grantee has obtained, or has reasonable assurances, that it will obtain, all federal, State and local government approvals, permits and reviews which may be required to accomplish the Project Activities and its goals under the Project;

(f) Grantee is not affiliated with or controlled by a for-profit organization;

(g) Grantee will comply with all applicable federal, State, and local laws, and all regulations, ordinances, and all terms and conditions established by DHCD or the State with respect to the operation of the Project;

(h) Grantee shall not use, and shall not permit others to use, the Grant funds to engage in political or legislative activities in violation of I.R.C. §501(c)(3);

(i) Grantee has complied or shall comply with all special conditions which may be imposed by DHCD; and

(j) Grantee is not subject to any current or pending bankruptcy proceeding, criminal investigation, or civil investigation by any federal, State, or local government agency for alleged violation of laws or regulations enforced by such agencies.

12. Nondiscrimination and Drug and Alcohol Free Workplace.

(a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical or mental disability, or age in any aspect of its projects, programs or activities.

(b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:

(i) Titles VI and VII of the Civil Rights Act of 1964, as amended, to the end that no person shall experience employment discrimination or be excluded from participation in, or be denied the benefits of, any program or activity for which Grantee receives financial or technical assistance from DHCD, on the grounds of race, color, or national original;

(ii) Title VIII of the Civil Rights Act of 1968, as amended, to the end that no person shall be denied fair housing;

(iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended, which establishes the Maryland Commission on Civil Rights and prohibits discrimination in employment and residential housing practices;

(iv) DHCD's Minority Business Enterprise Program, as amended;

(v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any DHCD or State regulations adopted or to be adopted to carry out the requirements of that Order;

(vi) The Fair Housing Amendments Act of 1988, as amended to the end that it shall be unlawful to discriminate based on race, color, religion, sex, handicap, familial status, or national origin, in connection with rental, sales or financing of residential real property (as those terms are defined in the Fair Housing Amendments Act);

(vii) The Americans with Disabilities Act of 1990, as amended;

(viii) State of Maryland Governor's Code of Fair Employment Practices (as set forth in Executive Order 01.01.2007.16);

(ix) The Secretary's Policy Statement on Equal Opportunity, to the end that DHCD shall not knowingly approve grants of financial or technical assistance to recipients who are engaged in discriminatory employment practices; and

(x) All other related applicable federal and State laws, regulations, and rules.

13. Fair Practices Certification.

(a) The Grantee certifies that it prohibits discrimination on the basis of:

(i) Political or religious opinion or affiliation, marital status, color, race, sex, age, creed or national origin; or

(ii) The physical or mental disability of a qualified individual with a disability.

(b) Grantee agrees that it will not engage in the forms of discrimination set forth in this Agreement or prohibited by law.

(c) Upon the request of DHCD, Grantee shall submit to DHCD information relating to its operations, with regard to political or religious opinion or affiliation, marital status, physical or mental disability, race, color, creed, sex, age, or national origin on a form to be prescribed by DHCD.

14. Indemnification.

(a) Except in the event of DHCD's negligence or willful misconduct or the negligence or willful misconduct of DHCD's officers, agents, employees, successors and assigns, Grantee (i) releases DHCD, its agents, employees, and the Program from, (ii) agrees that DHCD, its agents, employees and the Program shall not have any liability for, and (iii) agrees to protect, indemnify and save harmless DHCD, its agents, employees and the Program from and against any and all liabilities, suits, actions, claims, demands, losses, expenses and costs of every kind and nature, including a reasonable attorney's fee, incurred by, or asserted or imposed against, DHCD, its agents, employees, or the Program, as a result of or in connection with the Project. All money expended by DHCD, its agents, employees, or the Program as a result of such liabilities, suits, actions, claims, demands, losses, expenses or costs, together with interest rate not to exceed the maximum interest rate permitted by law, shall constitute an indebtedness of Grantee and shall be immediately and without notice due and payable by Grantee to DHCD.

(b) If Grantee is a local government or jurisdiction, the indemnification and release set forth herein applies only to the extent permitted by the laws of the State and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. § 5-301, et seq. (2013 Repl. Vol.) (the “**LGTC**”) and Md. Code Ann., Cts. & Jud. Proc. §§5-509 and 5-5A-02 (2013 Repl. Vol.), all as amended from time to time.

15. Notice Regarding Disclosure of Information Relating to the Project. DHCD intends to make available to the public certain information regarding the Project and the Grantee. In addition, DHCD may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. DHCD is also required to disclose information in response to a request for information made pursuant to §4-101 *et seq.* of the Public Information Act of the General Provisions Article, Annotated Code of Maryland (the “**PIA**”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by DHCD; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by DHCD. If Grantee believes that any of the information it has provided to DHCD is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. DHCD cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

16. Notices. All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

(a) Communications to DHCD shall be mailed to:

Department of Housing and Community Development  
 2 North Charles Street, Suite 450  
 Baltimore, Maryland 21201  
 Attn: Christine McPherson, Project Manager

(b) Communication to Grantee shall be mailed to:

City of Salisbury  
 125 North Division Street  
 Salisbury, MD 21801

Attn: Laura Soper, Director of Business Development

17. Amendment. This Agreement or any part hereof, may be amended from time to time only by a written instrument executed by both of the parties.
18. Assignment. No right, benefit or advantage inuring to the Grantee and no burden imposed on Grantee under this Agreement may be assigned without the prior written approval of DHCD.
19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State without regard to conflict of law provisions.
20. Effective Date. This Agreement is effective as of the Effective Date.
21. Execution. The parties agree that this Agreement may be executed by electronic signature, which shall be considered an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, "electronic signature" shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement. This Agreement and any amendments thereto may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement or amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement or amendment and of signature pages by facsimile or by electronic transmission shall constitute effective delivery of this Agreement or amendment as to the parties and may be used in lieu of the original Agreement or amendment for all purposes.
22. **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT, AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON. THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY**



**OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 22 SHALL NOT APPLY TO LOCAL GOVERNMENTS OR JURISDICTIONS.**

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IN WITNESS WHEREOF, the parties hereto have executed this document with the specific intention of creating a document under seal.

WITNESS/ATTEST:

CITY OF SALISBURY

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Mr. John R. Heath

Title: Mayor

DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Name: Carol Gilbert

Title: Assistant Secretary, Division of Neighborhood  
Revitalization

\_\_\_\_\_  
Effective Date

Approved for form  
and legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

Exhibit A - Description of the Project Activities

Exhibit B - Project Budget

Exhibit C - Special Conditions

**EXHIBIT A**

**OPERATING ASSISTANCE GRANT PROGRAM**

**PROJECT ACTIVITIES**

As more fully described in Grantee's application for funds  
dated April 25, 2022

GRANTEE: City of Salisbury

PROJECT ADDRESS: 125 North Division Street, Salisbury, MD 21801

GRANT AMOUNT: \$25,000

USE OF FUNDS: Funds will be used to support the Downtown Salisbury Event Grant Program.

**OTHER CONTRIBUTION(S)**

| <u>Source of Funds</u> | <u>Amount</u> | <u>Value Derivation</u> |
|------------------------|---------------|-------------------------|
| City of Salisbury      | \$25,000      | Cash                    |

**EXHIBIT B**

**OPERATING ASSISTANCE GRANT PROGRAM**

**PROJECT BUDGET**

| <b>USES OF FUNDS</b>                   | <b>DHCD</b>     | <b>GRANTEE</b>  | <b>TOTALS</b>   |
|--|-----------------|-----------------|-----------------|
| Downtown Salisbury Event Grant Program | \$25,000        | \$0             | \$25,000        |
| Staff Time: Assistant Director         | \$0             | \$25,000        | \$25,000        |
| <b>TOTALS</b>                          | <b>\$25,000</b> | <b>\$25,000</b> | <b>\$25,000</b> |

**EXHIBIT C**

**OPERATING ASSISTANCE GRANT PROGRAM**

**SPECIAL CONDITIONS**

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ORDINANCE No. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF SALISBURY TO AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT (DHCD) FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$25,000, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH AN EVENT FUND FOR THE MAIN STREET DISTRICT.**

**WHEREAS**, the City of Salisbury in June 2022 submitted a Main Street Improvement Grant application to the Department of Housing and Community Development (DHCD), a principal department of the State of Maryland, for financial assistance in carrying out community development activities, specifically to include assistance with creating an event fund for events held in the Main Street District; and

**WHEREAS**, DHCD has awarded Main Street Improvement Grant funds to the City of Salisbury in the amount of \$25,000; 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.** Acting Mayor Jack Heath, on behalf of the City of Salisbury, is hereby authorized to enter into a grant agreement with the Department of Housing and Community Development, for the City's acceptance of grant funds in the amount of \$25,000, to be allocated for assistance with the events fund for the Main Street District.

**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 DHCD Revenue Account No. 10500-423601-XXXXX by \$25,000.

**(b)** Increase Operating Expense Account No. 10500-546006-XXXXX by \$25,000.

**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 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the

47 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall  
48 remain and shall be deemed valid and enforceable.

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

51 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.  
52

53 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
54 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
55 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of  
56 the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

57  
58 **ATTEST:**

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60  
61 \_\_\_\_\_  
62 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **Muir W. Boda, City Council President**

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66 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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70 \_\_\_\_\_  
71 **Jack R. Heath, Acting Mayor**

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73



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Mayor and City Council  
From: Meg Caton  
Director of Human Resources  
Date: April 17, 2023  
Subject: Employee Handbook

---

Attached is a draft of the updated Employee Handbook. The current handbook was revised in April 2020. This version is an overall update for more modern terminology, organization and flow. Major changes include a Code of Ethical Conduct, CARES (Culture, Acclimation, Readiness, Excellence Service) and revised grievance procedures.

Attachments:  
Draft Handbook



City of Salisbury  
Employee Handbook  
2023



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**Introduction**

This Handbook has been prepared by the City of Salisbury to provide employees with a general understanding of policies, rules and procedures. It does not constitute a contract between the City of Salisbury and present or future employees. This handbook is provided to all employees during their orientation and made available in Human Resources. The City of Salisbury reserves the right to review and modify these policies as necessary. No one except the City Administrator or their designee is authorized to alter, amend, or modify the provisions of this Handbook, whether through oral or written statements or promises.

It is the responsibility of employees to read and become familiar with the provisions in this Employee Handbook or as amended from time-to-time. All employees agree to abide by all the rules and policies in this Handbook and any additional; rules or policies of the City. If something is unclear, contact the Director of Human Resources.

This new Handbook makes all previous Handbooks void.

BUSINESS CONDUCT AND GOVERNANCE

Code of Ethical Conduct

DRAFT

## **Code of Ethical Conduct**

### **Vision**

The City of Salisbury will remain the medical, educational, cultural and economic center of the Eastern Shore. Our commitment to excellence, innovation and service, combined with sound fiscal management, will ensure Salisbury's future as a safe, vibrant and healthy community.

### **Core Values**

**Accountability** – We accept responsibility for our personal and organizational decisions and actions.

**Continuous Improvement** – We provide the highest quality service with the resources available by promoting innovation and flexibility to meet the changing needs in the community.

**Diversity** – We embrace differences and variety in our workforce and community.

**Environment** – We are concerned about our natural, historic, economic and aesthetic resources and endeavor to enhance the sustainability for future generations.

**Ethics** – We set high standards for our personal, professional and organizational conduct and act with integrity as we strive to our mission.

**Respect** – We treat our coworkers and the public with courtesy and dignity.

**Integrity** – We are honest and transparent in our words and actions.

**Safety** – We use education, prevention and enforcement methods to protect life and property in our business and residential neighborhoods, and maintain our infrastructure and facilities to provide a safe environment in which to live, work, shop and play.

**Teamwork** – We work together to plan, develop recommendations, deliver services and openly communicate with the public and each other by soliciting feedback and sharing information to achieve our goals.

**Trust** – We realize the perception of our organization is dependent upon the public's confidence in our commitment in our core values and to meeting the goals set collectively by the Mayor and City Council.

### **Mission**

The City of Salisbury's staff exists to ensure the highest quality of life for our citizens. In partnership with our citizens and employees, we will provide safe, livable and diverse neighborhoods. We will deliver efficient and effective municipal services at the highest level of customer satisfaction. We will ensure that our infrastructure and services support our residents and businesses. The City of Salisbury will emphasize protecting and enhancing the environment.

### **Build Trust and Credibility**

The success of the City of Salisbury is dependent on the trust and confidence we earn from our employees, citizens and businesses. We gain credibility by adhering to our commitments, displaying honesty and integrity and reaching our goals solely through honorable conduct. It is easy to say what we must do, but the proof is in our actions.

When considering any action, it is wise to ask: will this build trust and credibility for the City of Salisbury? Will it help create a working environment in which the City of Salisbury can succeed over the long term? Is the commitment I am making one I can follow through with? The only way we will maximize trust and credibility is by answering “yes” to those questions and by working every day to build our trust and credibility.

### **Respect for the Individual**

We all deserve to work in an environment where we are treated with dignity and respect. The City of Salisbury is committed to creating such an environment because it brings out the full potential in each of us, which, in turn, contributes directly to the City of Salisbury’s success. The City of Salisbury is an equal employment/affirmative action employer and is committed to providing a workplace that is free of discrimination of all types from abusive, offensive or harassing behavior. Any employee who feels harassed or discriminated against should report the incident to his or her manager or to human resources. City of Salisbury employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.
- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others’ perception of your conduct.

The City of Salisbury will not tolerate discrimination, harassment or any behavior or language that is abusive, offensive or unwelcome.

### **Create a Culture of Open and Honest Communication**

At the City of Salisbury everyone should feel comfortable to speak their mind, particularly with respect to ethics concerns. Managers have a responsibility to create an open and supportive environment where employees feel comfortable raising such questions. We all benefit when employees exercise their power to prevent mistakes or wrongdoing by asking the right questions at the right times.

The City of Salisbury will investigate all reported instances of questionable or unethical behavior. In every instance where improper behavior is found to have occurred, the city will take appropriate action. We will not tolerate retaliation against employees who raise genuine ethics concerns in good faith.

Employees are encouraged, in the first instance, to address such issues with their managers or the Human Resources Director, as most problems can be resolved swiftly. If for any reason that



is not possible or if an employee is not comfortable raising the issue with their director or Human Resources Director, the City Administrator does operate with an open-door policy.

### **Set Tone at the Top**

Management has the added responsibility for demonstrating, through their actions, the importance of this Code. In any organization, ethical behavior does not simply happen; it is the product of clear and direct communication of behavioral expectations, modeled from the top and demonstrated by example.

To make our Code work, managers must be responsible for promptly addressing ethical questions or concerns raised by employees and for taking the appropriate steps to deal with such issues. Managers should not consider employees' ethics concerns as threats or challenges to their authority, but rather as another encouraged form of communication. At the City of Salisbury, we want the ethics dialogue to become a natural part of daily work.

### **Uphold the Law**

The City of Salisbury's commitment to integrity begins with complying with laws, rules and regulations where we do business. Further, each of us must understand City policies, laws, rules and regulations that apply to our specific roles. If we are unsure of whether a contemplated action is permitted by law or the City of Salisbury policy, we should seek the advice from the resource expert. We are responsible for preventing violations of law and for speaking up if we see possible violations.

### **Confidentiality**

We will not selectively disclose (whether in one-on-one or small discussions, meetings, presentations, proposals or otherwise) any material nonpublic information with respect to the City of Salisbury, its securities, business operations, plans, financial condition, results of operations or any development plan. We should be particularly vigilant when making presentations or proposals to customers to ensure that our presentations do not contain material nonpublic information.

### **Avoid Conflicts of Interest**

We must avoid any relationship or activity that might impair, or even appear to impair, our ability to make objective and fair decisions when performing our jobs. At times, we may be faced with situations where the business actions we take on behalf of the City of Salisbury may conflict with our own personal or family interests. We owe a duty to the City of Salisbury to advance its legitimate interests when the opportunity to do so arises. We must never use the City of Salisbury property or information for personal gain or personally take for ourselves any opportunity that is discovered through our position with the City of Salisbury.

### **Set Metrics and Report Results Accurately**

Maryland's Public Information Act ("PIA"), Title 4 of the General Provisions Article ("GP"), grants the public a broad right of access to records that are in the possession of State and local government agencies.

Official requests for public records are maintained by the Mayor's Office.

We will make certain that all disclosures made in financial reports and public documents are full, fair, accurate, timely and understandable. This obligation applies to all employees, including all financial executives, with any responsibility for the preparation for such reports, including drafting, reviewing and signing or certifying the information contained therein. No business goal of any kind is ever an excuse for misrepresenting facts or falsifying records.

Employees should inform City Administration and the HR department if they learn that information in any filing or public communication was untrue or misleading at the time it was made or if subsequent information would affect a similar future filing or public communication.

### **Record Retention**

We create, retain and dispose of our company records as part of our normal course of business in compliance with all the City of Salisbury policies and guidelines, as well as all regulatory and legal requirements.

We must not improperly influence, manipulate or mislead any unauthorized audit, nor interfere with any auditor engaged to perform an internal independent audit of the City of Salisbury books, records, processes or internal controls.

### **Promote Substance Over Form**

At times, we are all faced with decisions we would rather not have to make and issues we would prefer to avoid. Sometimes, we hope that if we avoid confronting a problem, it will simply go away.

At the City of Salisbury, we must have the courage to tackle the tough decisions and make difficult choices, secure in the knowledge that the City of Salisbury is committed to doing the right thing. At times this will mean doing more than simply what the law requires. Merely because we can pursue a course of action does not mean we *should* do so.

Although the City of Salisbury's guiding principles cannot address every issue or provide answers to every dilemma, they can define the spirit in which we intend to do business and should guide us in our daily conduct.

### **Accountability**

Each employee is responsible for knowing and adhering to the values and standards set forth in this Code and for raising questions if we are uncertain about company policy. If we are concerned whether the standards are being met or are aware of violations of the Code, we must contact the HR department.

The City of Salisbury takes seriously the standards set forth in the Code, and violations are cause for disciplinary action up to and including termination of employment.

## YOUR EMPLOYEMENT

Equal Employment Opportunity

Diversity, Equity and Inclusion

Veteran's Rights

American with Disabilities Act & Reasonable Accommodation

Reasonable Accommodation Due to Pregnancy

Employment Status

FLSA Status

Pre-Employment Physical Examination

Orientation

CARES (Culture, Acclimation, Readiness, Excellence, Service)

Special Note Concerning Police Department Directives

Special Note Concerning Fire Department Policies and

Procedures

DRAFT

### **Equal Employment Opportunity**

The City of Salisbury supports and practices the concept of Equal Employment Opportunity. The City of Salisbury provides equal opportunities in the terms, conditions, and privileges of employment to all employees and applicants. Employment and related decisions are made on the basis of an individual's ability and merit, without regard to race, color, religion, sex (including pregnancy), age, marital status, national origin, veteran or service member status, disability, including the need for reasonable accommodation, sexual orientation, gender identity, genetic information including an individual's refusal to submit to a genetic test or make available the results of a genetic test, association with another who is in a protected class, and any other category protected by applicable law.

The City of Salisbury's policies and practices comply with all applicable federal, state, and local laws and regulations to ensure equal opportunity.

### **The City of Salisbury Embraces Diversity, Equity and Inclusion**

Teamwork, diversity and, accountability is embedded in the values that all employees of the City of Salisbury should uphold every day. Treating everyone fairly is important to earn and build our community's confidence in us.

Discrimination of any kind will not be permitted. The City of Salisbury is committed to equality – in our community and in our workforce.

All employees should ensure their actions and words are in keeping with the values that we are expected to uphold at all times, whether at work or in public.

In alignment with our values and standards of behavior, inclusive excellence demands that we confront and reject all manifestations of discrimination or harassment, including those based on race, ethnicity, age, disability, nationality, sexual orientation, gender, gender identity, religious beliefs, marital or veteran status, genetic information or presence of a medical condition or any of the other differences among people that have been excuses for hatred. A thriving organization needs diversity within the workforce that reflects the diversity of the people it serves. We all must respect that diversity, because to work effectively, it is essential for us to work in harmony.

Discrimination causes division and pain, and we stand for unity. We will work together with accountability to ensure we are an anti-racist organization, in addition to supporting all protected classes.

### **Veterans Rights**

The City of Salisbury complies with all federal and state laws pertaining to the employment of veterans.

### **Americans With Disabilities Act (ADA) And Amendments Act (ADAAA) & Reasonable Accommodation**

As required by the ADA, the ADAAA, as well as state and local law, the City of Salisbury will provide reasonable accommodations for qualified individuals with known disabilities to assist them in performing the essential functions of the job unless the accommodation would create an undue hardship on the City of Salisbury or create a direct threat to the health or safety of the individual. We prohibit discriminatory treatment against qualified individuals with a disability who, with or without reasonable accommodation, can perform the essential functions of the employment position that such individual holds or desires. To obtain a reasonable accommodation, an applicant or employee should inform the City of Salisbury of the existence

of a disability, the disability related limitation(s) or workplace barrier(s) that need to be accommodated, and if known, the desired reasonable accommodation. The City of Salisbury may request documentation of your functional limitations and need for accommodation to support the accommodation request.

### **Reasonable Accommodation Due to Pregnancy**

Under Maryland law, pregnant employees are entitled to a reasonable accommodation for a disability caused or contributed to by pregnancy. If an employee provides Human Resources with certification from a health care provider as to restrictions on their ability to perform their job while pregnant, the City of Salisbury will explore with the employee all possible means of providing a reasonable accommodation, which may include, but not limited to:

- Changing the employee's job duties
- Changing the employee's work hours
- Relocating the employee's work area
- Providing the employee with mechanical or electrical aids
- Transferring the employee to a less strenuous or less hazardous position
- Providing the employee with leave

The City of Salisbury is not required to make any accommodation for a pregnant employee that imposes an undue hardship on the organization.

### **Employment Status**

Employee status at the City of Salisbury is defined by the following terms:

#### **Elected Positions**

Positions established by local law, the incumbents of which are selected by a prescribed process and who serve for defined terms.

#### **Appointed Positions**

Positions staffed through an "at will" employment relationship. Employees in "appointed" positions serve at the pleasure and discretion of the appointing officials subject to applicable local, state, and federal laws and regulations. The City may enter into a contract or employment agreement with an employee in an appointed position, that provides for terms or conditions of employment that differ from the standard terms and conditions of employment for all other employees. All appointed positions are filled through a competitive selection process based on the merit and fitness of the individual selected.

#### **Regular Full-Time Employee**

Full-time employees are those who work at least 35 hours a week or 42 hours a week (when working 12 or 24-hour shifts).

#### **Regular Part-Time Employee**

Part-time employees are those who work a minimum of 50 percent of the work week, but less than 35 hours a week. This does not include the Fire Department.

#### **Temporary Full Time Employee**

Temporary full-time employees are hired to fill a position that is anticipated to exist for less than one year (12 months) and are regularly scheduled to work a full-time work week. Grant or contractual positions must be reviewed annually to determine the need to continue this status.

### **Temporary Part Time Employee**

Temporary part-time employees are hired to fill a position that is anticipated to exist for less than one year (12 months) and are scheduled to work less than a full-time work week. Grant or Seasonal positions, must be reviewed annually to determine the need to continue.

### **FLSA Status**

#### **Non-Exempt (Hourly) Employee**

A non-exempt (hourly) employee is one whose position does not meet the tests for being exempt from the minimum wage and overtime provisions of the Fair Labor Standards Act (FLSA), or one who meets the tests, but whom management has voluntarily classified as non-exempt. Non-exempt employees typically work a regular set of hours each work week, although their schedules may vary as departmental needs dictate. Non-exempt employees are eligible for overtime pay (payable at time and one-half of the employee's regular hourly rate) after working 40 hours per work week (except for public safety employees eligible for the FLSA Section 7(k) exemption).

#### **Exempt (Salaried) Employee**

Exempt (Salaried) employees are those who, because of their positional duties, responsibilities, educational training, and/or level of decision-making authority, are exempt from the overtime provisions of the FLSA. Exempt employees are expected to work whatever hours are necessary each work week to complete the duties, responsibilities and accountabilities of their exempt position.

### **Pre-Employment Post-Offer Physical Examination**

All new employees who are hired to work at the Salisbury Fire Department, Salisbury Police Department or are required to have a Commercial Driver's License (CDL) are required to pass a pre-employment physical assessment, which shall include a drug screen, to ensure they are medically able to perform their duties. Recommendations of the examining healthcare provider will assist in determining whether the applicant meets the essential physical requirements for the position for which they have been hired. Consistent with applicable law, the City of Salisbury may require medical examinations and/or drug and alcohol screens at other times during employment in order to continue or resume working.

### **Orientation**

A formal orientation program is conducted for all new employees as an introduction to the City of Salisbury, its history, organization, policies, procedures, and benefits. It is mandatory for all new employees to attend the *New Employee Orientation Program*.

In addition, each supervisor will provide an orientation to acquaint the new employee with departmental rules, regulations, safety matters, and other related information.

### **CARES (Culture, Acclimation, Readiness, Excellence, Service)**

The CARES program ensures new employees are adjusting to their new environment.

New employees will complete the following:

**30 Day Interview:** Addresses the workplace culture and how the initial onboarding phase went for each employee.

**60 Day Survey:** Addresses the individuals department and how they are acclimating to their team and new expectations.

90 Day Evaluation: A brief formal check-in with the employee's supervisor, to align goals for the last portion of their probationary period. This evaluation is to help guide and redirect any uncertainties or outlying concerns.

Employees of the Fire and Police Departments follow a different timeline do to training accommodations.

Most newly hired, re-hired, promoted, demoted and transferred employees serve a six (6) month introductory period during which their performance, behavior and compliance with policies will be monitored by their supervisor. Some departments may have a longer introductory period. The length of the introductory period excludes any absences from work, regardless of reason. If the employee is not satisfactory in performance, behavior or compliance with policies, as solely determined by the City of Salisbury, a decision will be made to extend the introductory period or discontinue employment. If the employee's performance, behavior, or compliance with policies is not satisfactory at any time during or following completion of the introductory period, the employee is subject to termination without notice or requirement of cause or reason.

All newly hired employees are considered to be probationary employees until they have completed a probationary period. For most positions there is a six (6) month probationary period. Some departments have a longer probationary period for certain jobs. The Police Department has a twenty-four (24) month probationary period and the Water and Wastewater Plant have a twelve (12) month period, with the exception of administration. At the time of hiring you will be informed of the probationary period applicable to your position.

If you have demonstrated the ability to satisfactorily perform your job, you will become a regular employee.

Successful completion of the introductory period does not alter the at-will nature of the employment relationship. Both during and after the introductory period, the City of Salisbury and the employee have the right to sever the employment relationship at any time and for any reason.

#### **Special Note Concerning Police Department Directives**

Pursuant to the City Code, the Salisbury Police Department has established rules and regulations known as the City of Salisbury Police Department Written Directives. These written directives govern the operation of the Police Department and employees of that department. When the written directives of the Salisbury Police Department conflict with or directly address employment, policies discussed in this Employee Handbook, those written directives shall control.

#### **Special Note Concerning Fire Department Policy and Procedures**

Pursuant to the City Code, the Salisbury Fire Department has established rules and regulations known as the City of Salisbury Fire Department's Standard Operating Policies and Procedures. These written directives govern the operation of the Fire Department and employees of that department. When the written policies and procedures of the Salisbury Fire Department conflict with or directly address employment, policies discussed in this Employee Handbook, those written policies and procedures shall control.

## HEALTH, SAFETY and SECURITY

Substance Abuse Policy

Smoking

Workers Compensation

Safety

Duty to Report All Accidents

Hazard Reporting Procedure

Violence in the Workplace

Sexual and Other Unlawful Harassment

Discrimination

Mandatory Reporting Requirement

DRAFT



### **Substance Abuse and Testing Policy**

The City of Salisbury has a Drug and Alcohol Policy, separate from the Employee Handbook. Please refer to this policy.

### **Smoking**

Smoking/tobacco/nicotine use, as well as use of electronic devices or other devices is prohibited on any property owned by the City of Salisbury by all persons. "Property" includes (but is not limited to) real property and buildings thereon; City owned or leased property and equipment, City vehicles, workspace and storage facilities.

Tobacco and nicotine use means smoking, vaping, chewing, dipping or any other use of a tobacco or nicotine product. This includes all forms of tobacco or nicotine products, including, but not limited to: cigarettes, cigars, pipes, hookahs, electronic cigarettes (i.e., "e-cigarettes") and all forms of smokeless tobacco.

Failure to comply with this will result in the corrective action, including termination of employment

The City Administrator may designate smoking areas within any City owned facility provided that such area meets the requirement of state law.

### **Worker's Compensation**

For an employee's protection while at work, the City of Salisbury provides Worker's Compensation insurance, which is, administered under the Maryland Worker's Compensation Laws. The City of Salisbury engages an insurance carrier to make initial determinations regarding the extent of the City of Salisbury's financial responsibility for occupational injury or illness, as defined by this law. All employee occupational injuries and illnesses are evaluated and managed through an independent third-party provider.

Should an employee experience an occupational injury or illness, the employee should report this information immediately to their supervisor, who will notify Human Resources. Immediately after an employee injury, a Workers' Compensation First Report of Injury or Illness Report should be completed. Injured employees requiring medical evaluation will be referred to an independent third-party provider selected by the City. After the initial evaluation/consultation, that third-party provider, will facilitate and coordinate any medical treatment the employee may require. The employee should continue to communicate at least weekly with the supervisor, who will update Human Resources in reference to their condition and status until recovery is complete.

If an employee is injured on the weekend or after hours, the employee should report the injury to their immediate Supervisor who will direct the employee for appropriate medical treatment. The Supervisor should email a representative in Human Resources to notify them of the injury. Included in the email should be the employees name, telephone number where they can be reached and a description of their injury.

If a post occupational injury medical evaluation reveals that the employee is unable to perform the full duty job responsibilities, the employee may be assigned, at the discretion of their department and Human Resources, to a modified duty position within their department or city wide. During this period of modified duty assignment, the employee should communicate with the Supervisor, who will regularly notify a representative in Human Resources and participate in all medical re-evaluations by the physician.

Time lost from work will be compensated by the City of Salisbury's insurance carrier according to a schedule established by law and will not be supplemented by available paid benefit leave time (i.e., Wellness, Personal, Annual, Comp, Recognition). The employee will be placed on Family Medical Leave, if eligible for such leave, which will run concurrently with time off under Worker's Compensation. If not eligible for Family Medical Leave, the employee will be placed on a medical leave of absence during the period of time that the employee is absent from work due to the compensable injury or illness.

An employee may receive full pay for up to three (3) month following an accident which has been determined compensable under the Maryland Workers Compensation Act. At the end of the three months, the employee's salary may be continued for a period determined by the City pending documented expectation that the employee will return to working. The City reserves the right to require the employee be evaluated by a doctor designated by the City. Payment will not be extended beyond one year and, under no circumstances, may the employee retain both full pay from the City of Salisbury and disability benefits from the insurance carrier.

Consistent with all obligations under the Americans with Disabilities Act, as amended, and other applicable leave and accommodation laws, if a work-related injury under Worker's Compensation results in an extended period of absence, employees should be aware that the City of Salisbury reserves the right to consider termination of the employee if it is medically determined that the employee will be unable to return to work.

### **Safety**

The City of Salisbury has a genuine concern for employee safety and health. If, during the course of daily duties, an employee has a question about the materials or equipment required for their job, please speak to a supervisor.

We expect all of our employees to be safety-conscious and to report any unsafe or hazardous condition to their supervisor. Safety suggestions are always welcome and can be made to Human Resources. Failure to follow the City of Salisbury's safety policies and procedures may be cause for corrective action up to and including termination.

It is the employee's responsibility to immediately inform their supervisor of any injury sustained while at work. By doing so, the employee helps preserve their right to Worker's Compensation and may help prevent injury to co-workers. Injuries not reported within twenty-four (24) hours may result in no disability benefits being paid to the employee and/or a denial of workers' compensation coverage. Through collaborative efforts, they City of Salisbury can maintain a safe and accident-free environment.

### **Duty to Report All Accidents**

All accidents, no matter how small, must be reported immediately to a supervisor. Any City employee observing an accident or injury on City property or involving City property is required to report the occurrence to their supervisor.

Accidents involving City vehicles or personal vehicles on City business shall be reported to the following persons in the order set forth:

- The City Police Department if inside City limits;
- The Police Department in the jurisdiction of the accident (if outside City limits);
- The employee's supervisor and Department Director
- Risk Manager/Human Resources

Make sure that medical assistance is being provided. If not, contact medical assistance immediately or render first aid as appropriate.

### **Hazard Reporting Procedure**

Employees are expected to promptly report the following situations to the immediate supervisor or person in charge of the job:

- Any unsafe conditions or unsafe acts involving City property or equipment
- Any City operations, procedures, or practices which any employee considers hazardous or unsafe

Supervisors must immediately investigate any allegations of unsafe or hazardous conditions or acts, and take appropriate action. Supervisors are expected to provide a response to the employee, within five (5) working days of the report, on the results of the investigation and any corrective action taken.

Employees may use the informal grievance procedure to bring unsafe working conditions or hazards to the attention of management, if not satisfied with the response of their supervisor.

In addition to the above, employees are encouraged to make suggestions for safety improvements to the safety committee. The safety committees will look into any suggestion made and respond to the employee suggestion within one month of the date on which the suggestion was made.

### **Violence in the Workplace**

The City of Salisbury is committed to preventing workplace violence and to maintaining a safe work environment for all employees, customers, vendors, and visitors. The City of Salisbury has adopted the following guidelines to address intimidation, harassment, threats of violence, and/or any acts of violence that may occur on any of its premises.

All employees should be treated with courtesy and respect at all times. Employees must not engage in fighting, "horseplay," or any other conduct or behavior, whether physical, spoken or written, that is dangerous or may reasonably lead to danger to others. Firearms, weapons, and other dangerous or hazardous devices or substances of any kind are prohibited from the premises. Only Salisbury Police Department personnel required to carry a weapon as part of their position may possess a weapon on premises.

Please refer to the City of Salisbury's Weapons Free Workplace Policy for more information.

Conduct that threatens, intimidates, or coerces another employee, customer, visitor, or a member of the public at any time, including during off-duty periods, will not be tolerated. This prohibition includes but is not limited to all acts of harassment. No employee may incite violence or encourage another to do the same.

All threats of or actual violence, whether direct and indirect, must be immediately reported to the employee's supervisor and then Human Resources. This includes threats by employees, as well as threats by customers, visitors, vendors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible. Any suspicious individuals or activities should be reported as soon as possible to a supervisor as well as Human Resources.

The City of Salisbury will promptly and thoroughly investigate all reports of threats of or actual violence and of suspicious individuals or activities. The identity of the individual(s) making a report of violence will be kept confidential to the extent practical. In order to maintain workplace

safety and the integrity of its investigation, the City of Salisbury may suspend or place employees on leave pending investigation.

Anyone determined to be responsible for threats of or actual violence or other conduct that brings violence into the workplace, may be subject to disciplinary action up to and including termination.

Employees are encouraged to bring their disputes or differences with other employees or individuals at the City of Salisbury with whom they may have difficulty to the attention of their supervisors or Human Resources before the situation escalates into potential violence. The City of Salisbury will assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

When working in the Government Office Building, it is important for you to be familiar with certain terms in the event of an emergency. The following is a list of the calls that you should recognize. Your Supervisors and Human Resources will provide employees with how to respond to a code and pertinent information.

- Code Red: Employees/visitors to evacuate
- Code Brown: Weather related event
- Code Orange: Employees/visitors shelter in place
- Code Pink: Missing or abducted child

### **Sexual and other Unlawful Harassment**

The City of Salisbury is committed to a workplace free from sexual and other forms of unlawful harassment. Sexual Harassment includes any of the following activities:

- Any unwelcomed physical conduct
- Any sexually explicit language, pictures or gestures
- Any uninvited or unwanted sexual advances
- Any actions which tend to create a sexually offensive environment, including the use of vulgar language, profanity or sexually offensive stories or jokes.

Sexual harassment is strictly prohibited. Unwelcomed advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when;

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment
- Submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Unlawful harassment of employees on the basis of race, ethnicity, age, disability, nationality, sexual orientation, gender, gender identity, religious beliefs, marital or veteran status, genetic information or presence of a medical condition are strictly prohibited. Examples of unlawful harassment would be:

- Slurs, epithets, and/or jokes based on unlawful harassment characteristics
- Conduct, comments, and/or innuendoes that may be perceived by others as offensive
- Sending, showing, sharing, and/or distributing in any form inappropriate jokes, pictures, comics, stories, etc., via paper, facsimile, electronic mail, the Internet or on cell phones is prohibited.

## **Discrimination**

The City of Salisbury is committed to preventing workplace discrimination and to maintaining a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices.

The City of Salisbury encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor and Human Resources.

The City of Salisbury encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it be discontinued. Often this action alone will resolve the problem. The City of Salisbury recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

When reporting a complaint or concern, you should be as specific and detailed as possible. Any suspicious individuals or activities should be reported as soon as possible to a supervisor as well as Human Resources.

The City of Salisbury will promptly and thoroughly investigate any reported allegations of discrimination. The identity of the individual(s) making a report of discrimination will be kept confidential to the extent practical. In order to maintain workplace safety and the integrity of its investigation, the City of Salisbury may suspend or place employees on leave pending investigation.

Anyone determined to be responsible for discrimination in the workplace, may be subject to disciplinary action up to and including termination.

The City of Salisbury will assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

## **Mandatory Reporting Requirement**

The City requires that all complaints be investigated promptly and completely.

Any employee who thinks that they have been subjected to sexual or other unlawful harassment must report it immediately. The report must be made to the employee's immediate Supervisor or the employee's Director, unless it involves one of those individuals. Then it must be reported to Human Resources Director or a Human Resources Representative and City Administrator. Employees should not assume that any act is already known to the Supervisor, Department Director, City Administrator or the Human Resources Director.

The City can only prevent sexual and other unlawful harassment with the active reporting by all employees.

Any and all reported claims of sexual or other unlawful harassment will be investigated immediately. All witnesses identified will be interviewed privately. Where violations of this policy are found to have occurred, appropriate disciplinary actions will be taken, up to, and including, termination.

## COMPENSATION AND HOURS OF WORK

Pay and Classification  
Annual Step Increase  
Reclassification  
Market Adjustments  
Pay for Newly Hired Employees  
Pay Upon Promotion  
Pay Upon Demotion  
Pay Upon Lateral Transfer  
Pay Upon Reclassification  
Pay for Serving in an Acting Capacity  
Compensatory Time  
Payday and Paychecks  
Taxes  
Payroll Deductions  
Attachments and Garnishments

The City's pay system and work schedules must align with the fiscal and service requirements of the City. These guidelines are largely determined by the City Budget. City tax-payers expect and require that in all matters, including the City's pay system, Departments stay within their budget.

All wage determinations are subject to the City's budgetary process and are conditioned upon prior budgetary approval. Any wage increases are available only if approved as part of the City's budget.

### **Pay and Classification**

Each City job is assigned a pay grade according to factors such as: job complexity; education/experience required; scope and impact; supervision received; supervisory duties; working relationships; working environment; and, physical demands. Within each pay grade, there is a range of pay steps, including the minimum and maximum compensation. The minimum pay step represents the lowest amount that the City feels should be paid to any employee performing a job within that pay grade. The maximum pay step represents the highest amount that the City feels should be paid to any employee performing a job within that pay grade. All employees will be assigned to one of the listed pay steps within the pay grade. Generally, a new employee begins employment at the minimum pay step of the pay grade for the job for which they were hired. Progression from the minimum pay step, through the pay range, is based on the annual step increase approved through the budget approval process and the employee's performance evaluation.

### **Annual Step Increase**

If approved through the budget, Annual Increases will take place in the first full pay period of July. This increase will be a minimum one step increase and will be applicable to all Full Time Employees. All employees will be notified of the increase prior to the effective date. Part-Time employees pay rates will be reviewed and calculated as an hourly rate. Generally, Part-Time employees are not eligible for the annual increase.

An employee must have six months of service with the City before June 30th to be eligible for the annual step increase.

An employee's annual increase may be withheld after receiving a "Needs Improvement" score on their annual performance appraisal. Any individual in this category will be expected to successfully complete a 90-day Performance Improvement Plan (PIP). If all areas of the evaluation are not brought up to a Satisfactory rating after completing the PIP, the employee forfeits the annual increase for that calendar year and may be recommended for disciplinary action or dismissal. Upon successfully completing the 90-day PIP, the employee will receive the increase effective on the first full pay period in October. The annual increase will not be retroactive. The information recorded on the employee appraisal forms and PIP will become part of the employee's personnel record.

\*This increase at six months is not applicable to Police Officers and Water and Waste Water Plant employees as they must complete their probation period before being eligible for an increase. Each of these areas must follow the applicable directives for their pay plan.

**Example 1:** Employee A received an overall rating of Needs Improvement in February. This employee was then placed on performance probation for 90 days to bring those areas of the evaluation up to Satisfactory. At the end of the 90-day probation period, the employee received

a Satisfactory Rating in all areas. This employee would not receive the annual raise until the first full pay period of October because of the 90-day Performance Probation Period, even though the probation period occurred earlier in the calendar year.

**Example 2:** Employee B received an overall rating of less than satisfactory in December and was placed on Performance Probation for 90 days. Following the 90-day probation period, all but two areas of the evaluation received a satisfactory rating. This employee forfeits the annual increase and based on the inability to improve all areas of the performance, may be recommended for further disciplinary action or dismissal.

### **Reclassification**

Positions which require reclassification due to a change in the scope of work, the complexity, increased skill level, education, or market concerns require the Department Director to request the reclassification through the Human Resources Department. Once the evaluation is performed, Department Directors will receive a recommendation for the reclassification which should then be included in their Essential Items during the next fiscal budget process. Submission for reclassifications should be made to the Human Resources Department by December 1<sup>st</sup> each year.

### **Market Adjustments**

Market Adjustments to a position may be made with the written approval of the City Administrator on a case-by-case basis provided the evidence for requesting the adjustment is supported by verifiable documentation. This documentation must be reviewed by the Human Resources Director prior to presentation to the City Administrator. This should include surveyed rates from private and public sector employers in our labor market for a similar position.

### **Pay for Newly Hired Employees**

New employees should be hired at the minimum of the salary grade to which their classification is assigned; however, the Department Director may submit a written request with such justification based on the following factors to the City Administrator for review. Upon the approval of the City Administrator a new employee may be appointed at a pay step above the minimum salary based on the following factors:

- Inability to hire qualified applicants at the minimum appointed pay step
- A shortage of qualified applicants for the particular position
- Experience that exceeds the minimum qualifications for the position.

### **Pay Upon Promotion**

The City encourages current City employees to apply for open City employment positions for which they are qualified. Promotions and transfers are based on the department recommendations, work force requirements, performance evaluations, job qualifications and related City requirements.

There are two categories of promotions:

- Progression based on defined time in grade and/or education or Career Ladder advancement for approved positions.
- Advancement to a higher grade to assume new job duties and responsibilities.



### **Pay Upon Demotion**

#### **Non-disciplinary**

An employee being reassigned for non-disciplinary reasons shall be placed in the pay grade established for the classification to which they are assigned and shall receive the pay step they would have achieved in the lower position if he had been employed in that position continuously.

#### **Disciplinary**

An employee being demoted for disciplinary reasons shall be placed in the pay established for the classification to which they are demoted and shall be assigned to the highest pay step in that pay grade which represents at least an 6% decrease in pay for a one grade decrease or 12% for a two or more-grade decrease.

### **Pay Upon Lateral Transfer**

The pay rate of an employee, who transfers from a position or classification within one pay grade to another position or classification within the same pay grade, shall not be affected by the transfer. Exceptions to this policy may be granted by the City Administrator upon the recommendation of the Department Director.

### **Pay Upon Reclassification**

If the position held by an employee is reclassified to a higher paygrade classification, the employee's pay shall be upgraded in the same way as if the employee had been promoted.

If the position held by an employee is reclassified to a different classification, but without a change in pay grade, the employee's pay rate will remain the same.

If the position held by an employee is reclassified to a classification assigned to a lower pay grade, the employee's pay shall be placed on step in the lower pay scale without going below their current pay rate.

### **Pay for Serving in an Acting Capacity**

An employee, who is assigned the duties and responsibilities of a vacant position, which is assigned to a higher pay grade, on an acting basis, and who acts in this capacity, shall receive a temporary increase in pay. This increase in pay shall be effective upon the **first day of the next full pay period** in which the employee serves in such acting basis and shall continue until the employee is relieved of this additional assignment.

The increase in pay for such additional acting basis assignment shall be the higher of either 1) the minimum pay rate of the new range, or 2) the lowest pay step, which will provide at least an 6% increase, if the assignment represented an increase of one pay grade, or an increase of at least 12% if the assignment represented an increase of two or more paygrades.

\* This is not applicable to Police Officers and Fire Fighter/EMT/Paramedics, they must follow their own salary scale as developed to move to the appropriate grade and at the appropriate step.

### **Compensatory Time**

The City of Salisbury provides compensation in the form of time off or cash payment for employees required to work in excess of their normal work week.

Compensatory time must be authorized in writing. If the need for compensatory time is due to an emergency, the authorization must be obtained as soon as practical after the event

requiring the compensatory time. The employee's record of accumulated compensatory time will be kept on the City's payroll system by each department's payroll clerk. The amount of accumulated compensatory time, annual leave, and wellness leave will be shown on the employee's bi-weekly pay summary.

### ***Nonexempt Employees***

Overtime must be authorized by the employee's supervisor before the overtime is worked. Employees may be paid for overtime hours, or if approved by their supervisor, may receive compensatory time in accordance with this policy.

Overtime hours are calculated based on hours worked during a non-exempt employee's designated workweek. Hours worked up to forty (40) hours in a single workweek accrue overtime pay or compensatory time on an hour-for-hour basis. Hours worked in excess of 40 hours per week accrue overtime pay or compensatory time at a rate of 1 ½ hours of pay or compensatory time for each hour of overtime. Hours worked means hours actually worked by the employee and does not include hours taken for wellness leave, vacation, holidays, personal leave or other paid or unpaid absences. Police, Fire and EMS employees will be eligible for the time and a half rate according to the departments' workweek regulations.

Meal time is excluded from the overtime calculation, provided that the employee is not required to perform any duties during the meal period.

Taking work home is not permitted unless there is a signed telework agreement on file for the position.

For travel outside the area, transit time (excluding meal times) on an employee's time will be eligible for Compensatory time as will travel time inside the area when during regular work hours; travel from one worksite to another, and if called out after work hours, in emergency situations.

### **Accrual**

Employees are encouraged to take their compensatory time within 30 days.

Compensatory time should be used before vacation time.

- When an employee has accumulated 80 hours of compensatory time, the employee must schedule a meeting with the employee's supervisor to discuss how the compensatory time balance may be used.
- When an employee has accumulated 160 hours, the employee cannot earn any additional compensatory time and must be paid for all overtime exceeding 160 hours in the next pay period. The City reserves the right at any time to pay an employee for overtime in lieu of accruing or accrued compensatory time.

### **Payout Upon Separation**

Compensatory time must be paid out upon termination of employment or retirement. The maximum number of hours paid out is 160 hours.

Compensatory time generally is payable at the employee's rate in effect at the time the employee is being paid for compensatory time. An employee who is paid for compensatory time upon termination of employment or retirement, shall be paid the greater of either:

- The average regular rate received by such employee during the last three years of

employment, or the final regular rate received by such employee. Compensatory time must be paid out when an employee moves from a non-exempt job to an exempt job at the rate last paid to the employee for the non-exempt position.

### **Not Transferable**

Compensatory time may not be converted to any other type of leave or transferred to any other position within the City of Salisbury unless the Director of the new department is willing to assume the compensatory time at the new rate with the new position.

### **Exempt Employees**

The City of Salisbury wishes to recognize that in some situations, City of Salisbury employees who are exempt from the overtime provisions of the Federal Fair Labor Standards Act and equivalent Maryland law (collectively referred to herein as "FLSA exempt") may be required to work significantly longer work hours or work weeks than normally are required. This policy is designed to treat such situations equitably and to recognize the work, commitment and dedication of employees who put in those extended hours. This policy applies to all City of Salisbury employees designated as FLSA exempt and is the only compensatory time policy applicable to these employees.

Full-time FLSA exempt employees generally are expected to work at least thirty-five (35) or forty (40) hours each week, depending on their schedule, and as many hours as necessary to complete their jobs. This policy does not change these expectations. It does, however, recognize the existence of unusual circumstances in which the workload of City of Salisbury exempt employees may be especially burdensome.

Examples of these circumstances might include but are not limited to:

- Temporary high priority project assignments with mandatory deadlines
- Overload work performed while vacancies in a department are being filled
- High volume of service calls
- Work required to work deadlines related to the administrative cycle

Employees become eligible for compensatory time in these situations only when they are unable to fulfill the tasks within normal business hours.

Employees are not subject to time and a half, instead, they earn straight time.

For example: Fifteen (15) minutes of work, equals fifteen (15) minutes earned.

Compensatory time is earned only with prior approval from the Department Head or his designee. Both the employee and the supervisor shall discuss, in advance, the need for unusually long work hours in a workweek for which compensatory time might be appropriate.

When compensatory time is to be accrued based on discussions described above, all documented hours worked beyond the normal thirty-five (35) or forty (40) in a workweek, depending on their schedule, shall be granted as compensatory time.

Work taken home will not be eligible for Compensatory time, unless there is a signed telework agreement on file for the position.

For travel outside the area, transit time (excluding meal times) on an employee's time will be eligible for Compensatory time as will travel time inside the area when during regular work hours; travel from one worksite to another, and if called out after work hours, in emergency situations.

### **Accrual**

Employees must obtain prior approval from their supervisor to use compensatory time.

Compensatory time should be taken before vacation time is taken.

- When an employee has accumulated 80 hours of compensatory time, the employee must schedule a meeting with the employee's supervisor to discuss how the compensatory time balance may be used.
- When an employee has accumulated 160 hours, the employee cannot earn any additional compensatory time and must be paid for all overtime exceeding 160 hours. The City reserves the right at any time to pay an employee for overtime in lieu of accruing or accrued compensatory time.

### **Not Transferable**

Compensatory time may not be converted to any other type of leave or transferred to any other position within The City of Salisbury, unless the new Department Director is willing to assume the compensation time off as part of their transfer.

### **Payout Upon Separation**

Compensatory time must be paid out upon termination of employment or retirement. The maximum number of comp hours paid out at separation of employment is 160 hours.

Compensatory time generally is payable at the employee's rate in effect at the time the employee is being paid for compensatory time. An employee who is paid for compensatory time upon termination of employment or retirement, shall be paid the greater of either:

- The average regular rate received by such employee during the last three years of employment, or the final regular rate received by such employee.

### **Executive Employee Compensation**

Department Directors, Deputy City Administrators and the City Administrator are also eligible to accumulate Compensatory time in the same manner as other exempt employees with the following exceptions:

- This time is earned and usable in full one-hour increments.
- The accumulated Compensatory time will be kept by the executive and reported to the Mayor (in the case of the City Clerk accumulated Compensatory Time will be reported to the City Council President) every June 30<sup>th</sup> and December 31<sup>st</sup>.

### **Payday and Paychecks**

Payday is every other Friday. A pay period is fourteen (14) consecutive calendar days starting with shifts beginning on or after 12:00 a.m. Saturday and ending at the conclusion of the final Friday shift of the second week. Employees will be paid on the Friday following the end of the pay period. The City of Salisbury does not withhold pay for any time worked by employees and follows all laws and regulations regarding wage payment.

Direct Deposit is the method of receiving net pay. Employees may choose to have their paycheck deposited into a checking or savings account. If necessary, employees may change or discontinue their direct deposit by completing a cancellation form available in the Human Resources or on the SBY.net site.

Employee pay information is available online by accessing the online pay system. Information on access to the online system is available on the SBY.net site.

## **Taxes**

### **Income Tax**

Federal and state tax laws require an employer to withhold from an employee's salary an amount specified in accordance with tax guidelines and the number of exemptions claimed. Each year employees will receive from the Finance Department a statement (W-2) of the amount of taxes withheld during the previous year.

### **Social Security**

Social Security (Federal Insurance Contributions Act-FICA) taxes will be deducted from the salary of each employee in accordance with the appropriate Federal schedule.

## **Payroll Deductions**

Employees will receive an itemized statement of deductions from their pay in the form of either a paycheck stub or a direct deposit voucher. This statement itemizes the various deductions required by law, ordered by a court, or authorized in writing by the employee, which should be retained for the employee's records.

Payroll deductions may include items such as health insurance, dental insurance, voluntary life insurance, disability, uniforms from an approved company, bills, flexible spending accounts and tax-sheltered annuities. Any payroll deduction will be authorized in a writing signed by the employee to be charged, specifying the reason for the payroll deductions to be made.

Payroll deductions (other than legally mandated attachments and garnishments) require signed authorization by the employee. Legally mandated deductions in the forms of child support and wage garnishments require legally executed decrees from the court.

## **Attachments and Garnishments**

It is important that employees keep their financial affairs in order so that the City of Salisbury does not become involved with people or businesses to which money is owed. The City of Salisbury does not accept attachments or garnishments on employees pay except as required by law. Repeated credit problems may result in corrective action.

## EMPLOYEE RESPONSIBILITIES

Personal Appearance

Employee Conduct

Communications

Whistle Blower

Grievance

Disciplinary Guidelines

Corrective Action

Information Technology

Confidentiality of Personnel Records in Human Resources

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### **Personal Appearance**

The City of Salisbury always reserves the right to determine what is acceptable or not acceptable in terms of professional image.

It is an expectation that Department Directors will ensure that these outlined professional standards are consistently maintained in their areas of responsibility. The following procedure will be followed for staff members who violate these standards

If a staff member reports to work improperly dressed or groomed, the Department Supervisor or designee shall instruct that individual to return home to change. Repeated violations of this policy will result in disciplinary action up to and including termination of employment.

Given the variety of departments and services within the City of Salisbury, individual Department Supervisors may enforce more rigid regulations than those detailed within these guidelines in their respective departments, provided such regulations are disclosed to existing staff members with sufficient time to ensure their compliance and to new staff members at the time of the job interview.

### **Dress Code**

The City of Salisbury has a Dress Code Policy, separate from the Employee Handbook. Please refer to the City Dress Code Policy.

### **Uniforms and Footwear**

Refer to your department policies and procedures.

### **Employee Conduct**

It is the policy of the City of Salisbury to provide an equitable, uniform and consistent procedure for administering corrective action for infractions of the City of Salisbury's handbook or policies and procedures. Other than those instances that warrant immediate termination of employment, it should be clearly understood by both employee and supervisor that the purpose of such corrective action is to support growth of employees, not to punish. Accordingly, progressive corrective action may be defined as a process of education which may range from timely verbal reminder(s) for less serious offenses to written reminder(s) or suspension for repeated infractions of rules. When progressive corrective action does not result in the necessary behavior change, termination of employment will occur.

When progressive corrective action is taken, such action will be in writing, explaining the reason for the written reminder and the next step in the corrective action process should the infraction recur. The employee will be given a copy of the written reminder document and a copy will be placed in their personnel record. In most instances, the immediate Supervisor or Department Director shall be responsible for initiating verbal and written reminders. Human Resources will be notified and assist as needed.

### **Communications**

The City will endeavor to maintain the best possible communications with all City employees. Employees are required to immediately report any acts of sexual harassment, any unlawful actions by co-workers, or any accidents to the Department Director. Employees are also welcome to communicate any concerns or suggestions to their Department Director, Human Resources or to the Mayor's Office. A meeting will be scheduled with any employee upon request.

### **Whistleblower**

It is the City's policy to follow and enforce all federal, state and local laws applicable to the City and requires its employees to do likewise. Every employee has the responsibility to assist in implementing this policy.

Any violation of this policy should be reported to the employee's immediate supervisor in writing and signed by the employee. If reporting the violation to the Department Director is not practical, a written statement, signed and dated, should be submitted by the employee to the Director of Human Resources who will initiate an investigation.

There will be no retaliation by the City or any of its employees, against any employee who makes a good faith report pursuant to this policy, even if after the investigation, it is determined there has not been a violation.

It is the responsibility of the City to correct or prevent violations of federal, state and local laws applicable to it. This is a legal obligation. A violation can cause the City of Salisbury and its employees to be subjected to publicity leading to an adverse image in the eyes of the public or worse yet, legal action.

The procedures outlined herein must be followed before any employee reports alleged violations to any news media or another government agency. Adhering to this policy is a condition of employment with the City. Employee complaints that do not follow this procedure constitute a policy violation. The City should have the opportunity to conduct an investigation first, and each employee should ensure that the City is notified of the violation and is able to undertake this investigation.

### **Grievance**

In an employee/employer relationship, matters of concern and dissatisfaction to employees occasionally arise. Both employees and management officials have the responsibility to consider and resolve such matters promptly, and to the greatest extent possible, at the lowest supervisory level. Normal day-to-day discussions between employees and supervisors regarding working conditions and related employment matters are the most constructive and efficient means of developing and enhancing favorable and effective work relationships. However, if such discussions fail to resolve a problem, the employee should use the procedures presented here, and each supervisor has the obligation to readily and fairly address the dissatisfaction of the employee.

### **Grievance Definition**

A grievance is defined as an unresolved issue concerning the application of City policy, practice, or procedure and includes disciplinary action up to and including termination, unsafe working conditions, performance appraisals or placement on a pay grade and/or increment step.

### **Informal Grievance Procedure (To be utilized for any grievance other than challenging termination of employment).**

Employees should submit a written complaint to the Human Resources Director which shall include:

- An explanation of the grievance and details of all previous efforts to resolve the issue
- Detailed information regarding the employee's dissatisfaction with the immediate supervisor's response



The Human Resources Director will use their reasonable discretion to determine if the grievance is “grievable” as defined by the Handbook. If determined to be grievable, the Human Resources Director will submit the grievance to the City Administrator, who will promptly meet with the grievant and provide a written response to the grievant within five (5) working days. The decision by the City Administrator shall be final.

### **Formal Grievance Procedure (To be utilized for any grievance challenging termination of employment)**

Employees who are not on probation and who are terminated from employment have five (5) working days from the notice of termination of employment to submit a formal grievance to Human Resources, which shall result in a hearing before an attorney, who is referred to as the “Hearing Examiner.” The formal grievance must include:

- A detailed explanation regarding the employee’s dissatisfaction with the termination, which must include how the grievant’s termination allegedly violated City policy or practice
- A list of names of employee witnesses supporting the grievant’s claims and who will be called as a witness at the hearing
- Indicate the corrective action desired
- Provide notice as to whether the grievant intends to be represented by council or another person at the hearing

Within ten days of an employee submitting a formal grievance, a hearing shall be held before an Hearing Examiner. That hearing shall be closed to the public. A representative from the Human Resources Department shall record the hearing and administer the oath of each employee testifying. Witnesses must be employees of the City and the City shall make available any employee requested to appear as a witness, provided such witness can contribute materially to the issues in the case.

The burden of proof rests with the grievant, who must show by a preponderance of the evidence that the termination was without cause.

The proceeding before the Hearing Examiner will be conducted in a relaxed manner and will not be subject to the formal rules of evidence. The grievant and management will be given the opportunity to ask questions, provide information, and cross exam witnesses.

The Hearing Examiner shall issue a written decision within ten (10) working days of the hearing. The Hearing Examiner’s decision is final.

Human Resources will maintain records of all grievance processes confidentially and securely.

### **Disciplinary Guidelines**

The Department Director or the Human Resources Director will initiate disciplinary action if an employee engages in:

- Immorality
- Misconduct
- Insubordination

- Poor performance
- Incompetency
- Violation of City policies or procedures
- Neglect of duty

Disciplinary actions listed below\* may be initiated and any other disciplinary sanction deemed appropriate for the infraction. In the event of suspension or termination, the employee will receive written notice including the reason(s) for the disciplinary action. In the event of termination, the employee will immediately be escorted from the City property.

- Verbal warning
- Written warning
- Performance Improvement Plan
- Demotion
- Suspension
- Termination

\*The actions listed above may not follow steps in chronological order.

The City reserves the right to upgrade or downgrade this guideline based on extenuating circumstances.

### **Information Technology**

- Misuse of computer user codes/electronic signatures (including leaving a terminal unattended while logged on with user code), viewing unauthorized information, making unauthorized/non-approved changes
- Unauthorized or non-business use of the City of Salisbury applications and/or technology as stated in the IT policies and procedures
- Using another employee's computer user code with or without permission; or an employee who allows others to use their user code

### **Confidentiality of Personnel Records**

Human Resources will maintain employment information on all employees and the information contained in employee files is confidential. Disclosure of information is limited to authorized persons and agencies and as otherwise required by law.

Personnel files are the property of the City of Salisbury, and access to the information they contain is restricted. The disclosure of information contained in any employee personnel file will be limited to (1) only those authorized persons of the City of Salisbury who have a specified "need-to-know" in order to perform their assigned administrative or managerial duties; (2) outside agencies as authorized by law and presenting proper evidence of same; and (3) persons or organizations which the employee authorizes to receive such information which are recognized as appropriate and consistent with disclosure practices (educational institutions, credentialing agencies, verification of employment for financial reasons, etc.). The City of Salisbury retains the ultimate discretion to release any employee record and employee consent is not the sole criterion for doing so.

### **Human Resources Access**

Employees in Human Resources shall have the right to access personnel records so long as done consistently with and while fulfilling their specific job responsibilities within the Department. All employees shall receive instruction on the strict confidential nature of personnel records, the

proper manner of access and handling of files, and the continuing obligation to maintain the confidentiality of information within the personnel files.

### **Employee Access**

Employees may request to review documents in their own personnel file. Unless required by law, employees will not have regular access to personal and employment references obtained with the employee's consent when applying for employment. With reasonable advance notice, employees may review the file in Human Resources with a member of Human Resources present. Employees are permitted to take notes but may not make copies of their records, as permitted by law.

### **Management Access**

Managers may review the personnel file of any employee under their direct or indirect supervision, or any employee requesting transfer into the manager's department/unit. Such access will occur in Human Resources offices. Managers may not remove or possess any employee personnel files.

### **Personal Information Protection**

The City of Salisbury will take all reasonable and necessary steps to protect against unauthorized access to or use of an employee's personal information when destroying an employee's personnel records.

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## GENERAL INFORMATION

Employment of Relatives

Outside Employment

Gifts

Cellphones

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### **Employment of Relatives**

The City permits hiring of relatives except in situations involving supervisory relationships or when a conflict of interest or the appearance of a conflict of interest arises in order to maintain proper employee relations, interdepartmental discipline and manage confidentiality.

A “relative” is defined as spouses, parents, children, siblings, in-laws, grandparents, grandchildren, aunts, uncles, cousins, step-relatives, or any individual with whom an employee has a close personal relationship.

This policy applies to hiring and employment decisions affecting all job classifications, including full time, part time and temporary positions. These restrictions also are applicable when assigning, transferring, or promoting an employee.

The hiring of a relative as defined above is prohibited when a supervisor/subordinate relationship would exist between a relative and an employee. If a supervisory or managerial relationship would be established, a relative of a current employee cannot be considered as an applicant for an open position.

The hiring of a relative is prohibited when the employment of a relative would create a conflict of interest, the appearance of a conflict of interest or potential disruption on the department. The City of Salisbury reserves the right to take prompt action if a conflict of interest, the appearance of a conflict of interest or potential disruption on the department arises involving a relative as defined above who occupy positions at any level in the same line of authority.

Employees who marry or establish a close personal relationship can continue in their current position as long as a supervisor relationship does not exist or a conflict of interest, the appearance of a conflict of interest or potential disruption on the unit/department does not exist. If one of these situations would occur, the employee may attempt to transfer to a position outside of the department. The City of Salisbury reserves the right to determine which employee will transfer. If accommodations of this nature are not feasible, the individuals will be permitted to determine which of them will resign.

Request for exceptions to this policy will be under the review and consideration of Human Resources and the City Administrator.

Employees who become subject to this policy's provisions due to marriage or commencement of a close personal relationship must inform their supervisor and Human Resources immediately. All decisions and personnel actions taken as a result of this policy must be reviewed and approved by Human Resources and the City Administrator.

### **Outside Employment**

The City of Salisbury allows employees to engage in outside employment provided this employment will not adversely affect the employee's job-related function, the operation of City Government or create a conflict of interest or the appearance of a conflict of interest with City operations. Outside employment may be prohibited if, in the discretion of the Department Director:

- The work being performed is related to City Government operations
- The employment adversely affects the quality or performance of the City's work requirements
- The employment adversely affects the employee's individual work quality or

- performance
- The employment brings discredit upon the City Government or creates the impression of impropriety
- The outside employment causes a violation of any other Federal, State or Local law, regulation or similar standard

### **Gifts**

City employees are not permitted to accept gifts, gratuities or loans from any organization, business or individual with who the employee has an official business relationship with as a representative of the City—except for small gifts with a value of less than \$20.00 and, up to \$50.00 aggregated from a single source in any given calendar year.

Any employee receiving a gift in excess of this limitation must promptly notify the Department Head of such gift and the gift shall immediately become the property of the City of Salisbury.

Nothing in this section shall prohibit employees from accepting or giving social courtesies which promote good public relations or from obtaining loans from regular lending institutions.

### **Cell Phones**

The City of Salisbury has a Cell Phone Policy, separate from the Employee Handbook. Please refer to the Cellphone Policy.

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## TIME AWAY FROM THE WORKPLACE

Annual Leave  
Wellness Leave  
Wellness Leave Pool  
Employee to Employee Donations  
Holidays  
Compensation Time  
Recognition Time  
Personal Leave  
Bereavement Leave  
Administrative Leave  
Jury Duty  
Paid Parental Leave  
Family Medical Leave (FMLA)  
Non-Family Medical Leave (Non-FMLA)  
Military Leave  
Attendance/Lateness

### **Annual Leave**

The City of Salisbury offers employees several banks of time to use for leave. These banks provide employees with the ability to manage their time off in accordance with their personal needs while maintaining the City of Salisbury's need to appropriately staff (i.e., budget) its departments. Employees are expected to provide notice to their department director in a timely manner.

| <b>Completed Years of Service</b> | <b>Leave Earned per Month</b> | <b>Hours Earned Per Month for 7 Hour Employee</b> | <b>Hours Earned Per Month for 12 Hour Employee</b> |
|-----------------------------------|-------------------------------|---|--|
| <b>0 - 1 year</b>                 | <b>.833 days per month</b>    | <b>5.83</b>                                       | <b>6.67</b>  |
| <b>1 - 5 years</b>                | <b>1 day per month</b>        | <b>7</b>  | <b>8</b>   |
| <b>6 – 10 years</b>               | <b>1 ¼ days per month</b>     | <b>8.75</b>                                       | <b>10</b>  |
| <b>11 – 15 years</b>              | <b>1 ½ days per month</b>     | <b>10.5</b>                                       | <b>12</b>  |
| <b>16 – 20 years</b>              | <b>1 ¾ days per month</b>     | <b>12.25</b>                                      | <b>14</b>  |
| <b>21+ years</b>                  | <b>2 days per month</b>       | <b>14</b>   | <b>16</b>  |

**\*\*Leave is credited on the first day of the following month\*\***

Annual leave is to be taken during the calendar year (January 1 – December 31) with no more than 30 days carried over between calendar years.

- Any request for leave should be approved at least three (3) days in advance by the supervisor and must not conflict with the operation of the department.

Exceptions to the annual leave policy carry over policy may be made due to extreme circumstances caused by the employer. If an extension is necessary due to extreme circumstances, the following guidelines must be followed:

- A written explanation of the extreme circumstance must be submitted to the department director by the employee requesting carryover of annual leave. The request must include a timeframe within which the requested carryover of annual leave will be used.
- Upon approval by the department director, the request will be forwarded to the City Administrator for review and approval. Approved carryover annual leave time in excess of 30 days must be used within 90 days.
- Supervisors should work with their employees year-round to limit the need to carry over annual leave



### **Annual Maximum Caps**

Employees who work 35 hours a week can rollover up to 210 hours. Upon separation of employment, the maximum payout is 210 hours.

Employees who work 42 hours a week can rollover up to 240 hours. Upon separation of employment, the maximum payout is 240 hours.

### **Rehired Employees**

Employees who are rehired within two years of their termination date, will have their accrual times reinstated to the accrual level they were earning prior to terminating.

### **Accrual Exceptions**

If the employee has not reported to work during the preceding month due to any cause other than vacation, military leave or on-the-job injury, no additional leave will be credited on the first day of the month.

In the case of absence due to on-the-job injury, annual leave will accrue for the first six (6) months of the absence; however, no annual leave will accrue beginning on the seventh month of the absence.

### **Separation of Service**

An employee who leaves in good standing will receive their annual, comp and holiday time.

Holiday time, is time earned, while working on a City observed holiday.

The employee will receive this payout in their final check, unless they request a separate check.

In the unfortunate event of the death of an employee, who is eligible for retirement the employee's beneficiary will receive the payout.

### **Wellness Leave**

Following the first full month of service after the month of employment:

- Full-time City employees are credited with one wellness leave day per month worked.
- Wellness leave is credited on the first day of each month.
- Wellness leave will not be earned on the first day of the month, if the employee has not worked during the entire previous month due to any cause other than vacation, military leave or on-the-job injury.
- At no time will wellness leave be paid out in cash in lieu of time off, except upon Retirement as explained herein.
- In the case of absence due to on-the-job injury, wellness leave will accrue for the first six (6) months of the absence. No wellness leave will accrue beginning on the seventh (7) month of the absence.

City employees may use wellness leave for illness, disability or a medical appointment of the employee or a member of their immediate family subject to approval by the employee's supervisor. A doctor's note is required to document all appointments and must be submitted with the wellness leave request upon returning to work.

Wellness leave may also be used for family necessity or if the employee is needed to care for a Serious Health Condition of an immediate family member (see Leave of Absence).

In the event that wellness leave exceeds three consecutive work days or five days within the calendar year, a certified doctor's explanation will be required to receive wellness leave pay.

**Special Circumstance:** A doctor's note **is required** if a wellness leave day is taken on the day immediately preceding or immediately following a holiday.

### **Sick and Safe Leave**

There are responsibilities that will arise in employees' lives related to employee and family member health and wellbeing.

Sick and Safe Leave would be used for time off that is pre-scheduled or unscheduled for the following reasons:

- To care for or treat an employee's mental or physical illness, injury or condition.
- To obtain preventive medical care for an employee or an employee's family member.
- To care for a family member with a mental or physical illness, injury or condition.
- For maternity/paternity leave.
- In domestic violence, sexual assault, and stalking situations against the employee or the employee's family member for medical or mental health attention, to receive services from a victim services organization, to attend to legal services or proceedings, or during the time the employee has temporarily relocated.

Family member includes:

- Child (biological, adopted, foster, stepchild, child for whom the employee has legal or physical custody or guardianship, and a child for whom the employee stands in loco parentis).
- Spouse.
- Parent (biological, adopted, foster, and step-parent of the employee or the employee's spouse, legal guardian, and an individual who acted as a parent or stood in loco parentis to the employee or employee's spouse).
- Grandparent (biological, adopted, foster or step-grandparent of the employee).
- Grandchild (biological, adopted, foster, or step-grandchild of the employee).
- Sibling (biological, adopted, foster, step-sibling of the employee).

Employees may be required to provide proof of the family relationship.

Sick and Safe Leave is accrued at a rate of 1 hour for every 30 hours worked up to 40 hours accrued in one year. Employees may maintain a balance of no more than 64 hours of Sick and Safe Leave at any time.

Sick and Safe Leave is a sub-bank of Wellness Leave and is not a separate accrual of time. Sick and Safe Leave is Wellness Leave that is designated as Sick and Safe Leave.

Employees may elect to use some or all of their Sick and Safe Leave hours as Wellness Leave. If employees elect to do so, they will not receive additional hours of Sick and Safe Leave for qualified events.

**Although providing a wellness leave benefit for valid illnesses, the City retains a right to discipline employees, transfer employees or terminate employees whose subsequent pattern of absences prevents the employee from effectively performing the essential functions of the job.** The City further reserves the right to request that an employee undergo a

physician's examination by a physician selected by the City, at the expense of the City, to verify that an employee can continue to perform the essential functions of the job without danger of injury to the employee or co-workers. The City also reserves the right to require that employees remain accountable during all periods of absence, including the requirement that employees report to their department upon request to discuss their status in person with their supervisor.

Any city employee that completes the following annual appointments (annual physical, two teeth cleaning and one eye exam) and supplies documentation to their timekeeper, will receive one additional paid Recognition Day to be used during the following year.

Upon Retirement, as defined by the applicable Maryland Retirement Plan, an employee shall be paid up to 25% of all accrued wellness days up to a maximum of thirty (30) days. Payment will be based upon the rate of pay immediately preceding retirement.

An employee, who dies while in service and who was eligible for retirement through length of service or age, is also entitled to payment of up to 25% of all accrued wellness days up to a maximum of thirty (30) days.

### **Advanced Wellness Leave**

Before a request for advanced wellness leave can be approved, an employee must have utilized all available earned paid leave.

An employee may use advanced wellness leave not in excess of 96 hours in a twelve-month period in cases of serious disability or ailments and when the exigencies of the situations so require. This advanced wellness leave may be used in addition to the accumulated wellness leave to the credit of the employee. The following requirements must be observed if wellness leave is advanced:

- The period of absence from duty on account of illness must be for a period of at least five or more consecutive work days, except that a lesser amount of wellness leave may be advanced to supplement accumulated leave to cover a continuous period of absence of five or more work days.
- Every case of advanced wellness leave will be supported by a certificate of a practicing physician stating the nature of the illness and necessity for advanced wellness leave.
- The total amount of wellness leave advanced shall not at any time or for any one case exceed the 96 hours in excess of the accumulated wellness leave to the credit of the employee.
- Wellness leave advances shall be reviewed by Human Resources who shall consider both mitigating and aggravating circumstances and forward their recommendation to the department director.
  - The director shall approve or disapprove the request.
  - Any wellness leave that is extended under this condition must be paid back at the same rate that is accumulated.
  - Any advanced wellness leave must be reported in writing to the Human Resources and the Finance Department for purpose of payroll.

Any wellness leave, which is not paid back by subsequently accumulated wellness leave, must be repaid to the City at the time the employee ceases employment with the City. The amount to be repaid will be that number of outstanding advanced hours multiplied by the hourly rate of the employee at the time such advanced leave was taken. Such amount may be offset against any amounts otherwise due to the employee, and/or the City may recover any such amounts from the employee, which the employee shall pay within 30 days after their separation of employment.

### **Wellness Leave Pool**

The Wellness Leave Pool is a voluntary program that allows full-time participating employees to “pool” wellness leave time to allow participating employees who have exhausted **all** of their accrued leave time and are out of work due to a Family Medical Leave qualifying condition to use time in the “pool”.

Any employee who enrolls in the program will be charged with a Wellness day which will be credited to the Wellness Leave Pool.

### **Full-Time Employees**

The Wellness Leave Pool is voluntary contribution of one workday’s wellness leave hours by participating employees electing to do so during a stated open enrollment period. The Wellness Leave Pool takes effect on January 1 of each year.

The City Wellness Leave Pool may be used by eligible employees who have contributed to it and have:

- A qualifying medical condition as determined by the Family Medical Leave Act
- Exhausted normal wellness leave, annual leave, holiday leave, personal leave, compensatory time and any other leave time available to the employee
- Submitted the completed Request for Wellness Pool Form to the Human Resources Department

During the open enrollment period of each year, those eligible employees who have used no more than five non-physician documented working days of wellness leave during the preceding twelve months depending on hire date may:

- Accumulate their wellness leave in a normal manner
- Contribute one workday’s hours of wellness time (not to exceed 8 hours) to the City’s Wellness Leave Pool and accumulate the rest in a normal manner. Employee must have the wellness time available on December 31 of each year.

A maximum of 120 hours per 12-month period may be requested by an employee from the City Wellness Leave Pool.

### **Newly Hired Full-Time Employees**

All newly hired full-time employees will be eligible to join the Wellness Leave Pool after the completion of their six (6) month probationary period. A new employee will have 30 days from the end of their probation to enroll in the Wellness Leave Pool.

### **Employee to Employee Donation**

Full-time employees may donate annual, personal and/or wellness leave to other full-time employees who have been approved for continuous Family Medical Leave and have exhausted all of their leave time.

The Human Resources Department will solicit for donations. The appropriate forms must be completed and submitted to Human Resources for review and final approval.

Any unused donated leave time will automatically be forfeited to the Wellness Leave Pool and not returned to the employee.

A maximum of 240 hours per 12-month period may be requested by an employee from the

employee to employee donation program.

Full-time employees may utilize both the Wellness Leave Pool and the Employee to Employee Donation Program for a maximum donation of 360 hours per 12-month period.

**Holidays**

The City of Salisbury recognizes the following twelve (12) holidays, which are paid holidays for regular full-time employees.

|                            |                        |
|----------------------------|------------------------|
| New Year's Day             | Independence Day       |
| Martin Luther King Jr. Day | Labor Day              |
| Presidents Day             | Veterans Day           |
| Good Friday                | Thanksgiving Day       |
| Memorial Day               | Day after Thanksgiving |
| Juneteenth Day             | Christmas Day          |

Some employees will be required to work on City holidays due to their regular work responsibilities or in the event of an emergency. Employees required to work on a holiday will be credited with one day of holiday leave. This must be taken at a later date with the prior approval of the employee's supervisor. To receive holiday pay, the employee must work the scheduled work day before and after the holiday, unless approved by the department.

When a City holiday falls on a Sunday, the following Monday will be observed as the paid holiday. If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday. If the holiday falls while the employee is on another type of authorized leave, the holiday will be counted rather than the other leave.

**Compensation Time**

Employees who leave in good standing will be paid out the balance of unused time up to 160 hours at their regular rate of pay.

**Recognition Time**

A Recognition Day cannot be carried over to the next calendar year. Recognition time is not paid out upon separation of employment.

**Personal Leave**

One day of Personal Leave will be issued at the beginning of the calendar year to each full-time employee after one (1) year of satisfactory employment. During year two (2) of employment, two (2) days of Personal Leave will be issued at the beginning of the calendar year to each full-time employee.

Request for leave must be approved at least one (1) day in advance by the supervisor and must not conflict with the operation of the department.

Personal Leave cannot be carried over to the next calendar year.

**Bereavement Leave**

In the event of the death of spouse, child, step-child, parent, step-parent, mother-in-law, father-in-law, sibling or step sibling, an employee will be granted five (5) paid days of leave. In the event of the death of a grandparent, grandchild, grandparent-in-law, sister-in-law, brother-

in-law an employee will be granted up to three (3) paid days of leave.

In the event of the death of an uncle, aunt, nephew, niece, first cousin employees will be granted one (1) day absence with pay to attend the funeral on a work day.

For all other situations, including pets, the City will allow employees to use one (1) day of the employee's wellness leave, at the approval of Human Resources.

### **Administrative Leave**

Under certain circumstances, such as an ongoing investigation of an incident, the City of Salisbury may deem it desirable to place an employee on an administrative leave of absence, pending the outcome of the investigation or other stated reason for the administrative leave decisions. At the sole discretion of the City of Salisbury, such leaves may be with pay or without pay. Depending on the individual circumstances, benefits may or may not be affected. Human Resources will provide appropriate guidance in all such instances where employees are placed on administrative leave.

### **Jury Duty**

A regular full-time employee will be granted leave with pay for a period up to fifteen days per calendar year for jury duty. The employee will be paid the employee's regular salary. Employees are expected to provide notice of jury duty as soon as the employee is notified by the court. If an employee gets selected for jury duty, they must provide a note when they return to work. In extraordinary circumstances, jury duty may be continued by the decision of the City Administrator.

### **Paid Parental Leave**

The City of Salisbury has a Paid Parental Leave Policy, separate from the Employee Handbook. Please refer to the Paid Parental Leave policy.

### **Family Medical Leave Act (FMLA)**

Employees who have completed twelve (12) months of employment with the City of Salisbury and have worked a minimum of 1,250 hours during the 12-month period immediately preceding the leave are entitled to a leave of absence under the Federal Family and Medical Leave Act (FMLA) if taken for a qualifying reason. This leave of absence is available for the following reasons:

Eligible employees will be granted leaves of absence for up to 12 weeks within a "rolling" 12-month period counted backwards from the date leave begins for any of the following reasons:

- The birth or care of a newborn child, the placement of a child with the employee for adoption or foster care, or the care of a child with a serious health condition
- When certified by a health care provider to care for a family member (the employee's spouse, child (under 18 years old) or parent, but not a parent-in-law) with a serious health condition
- For a serious health condition that makes the employee unable to perform the essential functions of their position
- For any "qualifying exigency" arising out of the active duty or call to active duty status of a spouse, son, daughter or parent
- To care for a covered service member with a serious injury or illness. (Up to 26 weeks).

For the purpose of this policy, a "serious health condition" means an illness, injury, impairment or physical/mental condition that involves inpatient care in a hospital, hospice or residential

medical care facility, or continuing treatment by a health care provider as defined by FMLA. Generally, (unless complications arise) the common cold, flu, earaches, upset stomach, ulcers, headaches and routine dental or orthodontia problems are examples of conditions that DO NOT constitute a serious health condition and do not qualify for FMLA.

Where a family or medical leave is foreseeable (including intermittent or reduced schedule leaves), employees are to provide the City of Salisbury with 30 days prior notice of their leave. If an employee fails to give timely advance notice when the need for leave is foreseeable, the City of Salisbury may deny the leave until 30 days after notice is given. If 30 days prior notice is not possible because of unforeseen circumstances, then notice of the leave must be given as soon as possible (usually within 1-2 business days after the leave begins). The notice should include the reasons for the leave, the anticipated duration of the leave and the anticipated start date of the leave.

Employees will have the same call-in notice obligation to their supervisor as required for all other unscheduled absences. It is the employee's responsibility to know their call-in notice obligation in their department. As with all other types of unscheduled absences, failure to comply with the department's call-in notice obligation will result in corrective action. Human Resources Department will notify the employee that the absence qualifies as leave under the FMLA. If the City of Salisbury does not have the information from the employee needed to designate the leave as FMLA prior to or at the time leave commences, it may retroactively designate the leave as FMLA qualifying upon obtaining the information.

Eligible employees may take leave under the FMLA for any combination of these reasons, but the total of all combined leaves may not exceed 12 weeks within the "rolling" back 12-month period. Spouses who are both employed by the City of Salisbury are limited to a combined total of 12 weeks of leave under the FMLA within the "rolling" back 12-month period for the purpose of parenting following the birth or placement of a child, or the care of a parent with a serious health condition.

A parental leave may be taken on an intermittent basis. A parental leave must be completed within 12 months after the birth, adoption or placement of the child. An employee may take leave for a serious health condition of a family member or the employee on a continuous or intermittent basis (e.g., a period of working followed by a period of absence) or through a reduced work schedule (such as cutting back on work hours). Leave for a serious health condition is permitted only for the period of actual medically required absence.

Absence for job related injuries or illnesses under Workers' Compensation will be considered leave under FMLA provided that the injury or illness is a serious health condition. Employees on leave under FMLA for a job-related illness or injury who are receiving Workers' Compensation lost wage benefits may use accumulated Wellness Time (if any) to make up the difference between their workers' compensation benefits and their normal pay.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to FMLA requests for medical information. Genetic information as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an

embryo lawfully held by an individual or family member receiving assistive reproductive services.

### **Initial Certifications**

Employees who request or are placed on leave because of a family member's or their own serious health condition must provide a medical certification from a health care provider on the form provided by the City of Salisbury. Employees may obtain a Medical Certification Form from Human Resources or their Department Director for the health care provider to complete. When the need for the leave is foreseeable and a 30-day notice to the employee's Department Director has been provided, the employee must have the attending physician complete the medical certification before the leave begins. If the employee fails to return the completed medical certification in a timely manner, the Department Director may deny foreseeable leave until the medical certification is submitted. When the need for the leave is unforeseen, the medical certification must be completed and returned to the employee's Department Director within 15 calendar days.

If City of Salisbury has reason to doubt the validity of the medical certification, it may require (at the City of Salisbury's expense) that the employee obtain a second opinion from a health care provider designated by the City of Salisbury. If there is conflict between the first and second opinions, the City of Salisbury may also require (at its expense) a third opinion by a health care provider designated jointly by the City of Salisbury and the employee. The opinion rendered by the third health care provider is final.

### **Recertification**

At the discretion of the Department Director, an employee may be required to provide recertification at the employee's expense every 30 days. FMLA leave taken on an intermittent basis (a day or less at a time) for chronic serious health conditions for which continuing treatment is received must be recertified at intervals not to exceed six-months. It is the employee's responsibility to recertify. The Department Director may also require recertification when the employee requests an extension of leave; the circumstances set forth in the original medical certification change significantly; or if the Department Director receives information that casts doubt on the continuing validity of the medical certification.

Employees on leave will be required to periodically contact their supervisor and Human Resources every two (2) weeks regarding their intent to return to work upon completion of their leave.

### **Benefits During Leave**

Employees will be required to exhaust first any wellness, annual, personal, comp, recognition and holiday time as appropriate. Such paid time runs concurrently with the employee's FML. Once all earned paid time off is exhausted, any remaining FML will be unpaid. Employees will not accrue any benefit time (wellness, annual and personal) after being out on leave for thirty (30) days.

Employees will not accrue benefit time during the unpaid portion of a leave. Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources Department for payment of their portion of the premium cost to continue coverage. Employees who fail to pay their premium(s) within 30



days of a payment date will be dropped from coverage during the remainder of their FML and will need to re-enroll upon returning to work.

### **Return to Work Certification**

Prior to reinstatement from leave, an employee must submit a medical certification that they are fit for duty and able to perform the essential functions of the job. Employees will not be reinstated until this certification is received by Human Resources.

### **Reinstatement from Leave**

Employees taking leave on a continuous basis must contact their Department Director at least two weeks prior to their anticipated return to work date to allow time to be scheduled for duty. Employees must provide their Department Director with a return-to-work certification from their doctor stating their medical condition and ability to perform their duties. If employees fail to contact their Department Director within two days after being released by their doctor to return to work, they will be subject to termination.

The City of Salisbury will reinstate an employee from FMLA leave to their former position provided the employee seeks reinstatement before the expiration of 12 cumulative weeks of leave and can perform the duties of their position (with or without reasonable accommodation). If the employee's former position is not available, the employee will be reinstated to a substantially equivalent position. Refusing an offer of reinstatement to a substantially equivalent position will be treated as a voluntary resignation of employment. Employees who are released to return to work but do not return to work after 12 weeks of cumulative leave under the FMLA will be terminated from employment. However, such employees are eligible to reapply for future employment by submitting an electronic application to the City of Salisbury provided the employee gave proper notice of their intent not to return from leave and their resignation otherwise was in good standing.

### **Additional Leave of Absence**

Employees who exhaust their FMLA leave and need additional time off from work for treatment of their own serious health condition may qualify for a Non-FMLA Medical Leave of Absence, as defined below.

### **Non-FMLA Medical Leave of Absence**

Employees who do not qualify for FMLA may apply for or be placed on a medical leave of absence for treatment of an on-the-job or off-the-job injury or serious health condition.

A Non-FMLA Medical Leave of Absence must be taken on a continuous basis and may not be taken in intermittent periods or on a reduced work schedule.

Accrued benefit time (wellness, annual, personal, comp, recognition and holiday time) must be used during the leave under the policies of the facility until such paid benefits are exhausted. The remainder of the leave will be unpaid. The use of accrued benefit time will not extend the duration of a medical leave. An employee may not receive more than 100 % of regular wages during a medical leave from any combination of employment benefits (e.g., Short Term Disability and Workers' Compensation). Unemployment benefits are not available during medical leaves of absence.

### **Medical Certifications**

Employees must provide an initial medical certification from their health care provider under the same procedures as required by the FMLA. The City of Salisbury may request second and third opinions (at its expense) following receipt of the initial medical certification. Employees must

provide recertification during their medical leave under the circumstances required by the FMLA. Prior to reinstatement from medical leave, employees must provide Human Resources with a certification from their doctor that they are fit for duty and able to perform essential job functions (with or without reasonable accommodation).

### **Reinstatement from Leave**

An employee's reinstatement to work from a Non-FMLA Medical Leave of Absence is subject to staffing needs at the time the employee seeks reinstatement and can resume work. Employees are not guaranteed reinstatement to work or placement in their former or alternate positions or work schedules. **Employees will not be reinstated, if at all, until medical certification is received by Human Resources indicating fitness for duty. Employees returning from medical leaves must also be cleared for return to work through Human Resources prior to reinstatement. It is the employee's responsibility to provide appropriate medical certification at that time.**

If an employee's former position is not vacant or if the employee cannot perform the essential job functions with or without reasonable accommodations, the City of Salisbury will consider the employee along with other qualified candidates for vacant positions for which employee is qualified. The City of Salisbury's normal selection criteria will be followed. If an employee accepts an alternate position offered by the City of Salisbury, they will be subject to the pay, benefits and work the schedule for that position.

If no positions are vacant for which an employee is qualified, or if the employee is not selected for an alternate position or refuses the first position offered by the City of Salisbury, they may be terminated from employment. Employees terminated under this policy are eligible to apply for future employment by submitting an electronic application to the City of Salisbury.

### **Benefits During Medical Leave**

Employees will be required to use wellness, annual, personal, comp, recognition and holiday time as appropriate. Employees will not accrue benefit time (wellness, annual, personal, comp, recognition and holiday time) during the unpaid portion of a leave.

Health, prescription, dental insurance coverage and all other voluntary benefits will remain in effect during leave if the employee timely pays their portion of the premium. The premiums will be deducted from paid benefit time used during the leave. If paid benefit time is not available during the leave, employees must arrange with the Human Resources for payment of their portion of the premium cost to continue coverage. Employees who fail to pay their premium(s) within 30 days of a payment date will be dropped from coverage during the remainder of their Non-FMLA Medical Leave of Absence and will need to re-enroll upon returning to work.

### **Military Leave**

The City of Salisbury will grant time off to all regular full time and part time employees who are on active duty, a member of a military reserve or National Guard unit for annual active duty and field training, and for monthly meetings. The City of Salisbury will comply with all applicable laws in granting time off for active military duty, including but not limited to the provisions of the Uniformed Services Employment & Re-employment Rights Act (USERRA).

An employee who receives notification of impending training or call to duty is required to present the official government/military orders to their supervisor as soon as possible after receipt so that coverage can be arranged (unless giving advanced notice is impracticable under the circumstances).

The employee must complete a “Request for Leave” form, indicating military leave and return the completed form to their supervisor for processing.

Eligible employees may take up to twenty-six (26) weeks of leave in a single rolling 12-month period to care for a spouse, child, parent or family member for whom the employee is “next of kin” who is a current member of the U.S. Armed Forces (including a member of the National Guard or Reserves) and who has sustained a serious illness or injury in the line of duty. A “serious injury or illness” of a service member for which leave may be taken is one incurred in the line of duty that may render the service member medically unfit to perform the duties of their office, grade, rank or rating. In addition, leave may be taken while the service member is undergoing treatment, recuperation, or therapy, is on outpatient status, or is on the temporary disability list. This leave may not be taken for former Armed Forces members or service members on the permanent disability retired list.

Eligible employees with a spouse, child, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may take up to 12 weeks of leave in a rolling 12-month period to address certain qualifying events. Qualifying events include attending certain military events, arranging for alternative (but not routine) childcare and attending to certain child-related emergencies, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings. Leave also may be taken immediately prior to a service member’s short-notice deployment (up to 7 days) and during a service member’s short-term rest and recuperation leave (up to 5 days). This leave does not extend to families whose covered relations are members of the regular Armed Forces deployed in the line of duty.

Employees may be eligible for leave under the Maryland Deployment of Family Members in the Armed Services Act. In order to be eligible, the employee must have completed at least one full year of service with the City of Salisbury and have worked a minimum of 1,250 hours in the twelve-month period preceding the requested leave date. If eligible, the employee may take leave on the day that an immediate family member (including their spouse, parent, stepparent, child, stepchild, or sibling) is leaving for, or returning from, active duty outside the United States as a member of the United States Armed Forces. The employee may elect the use annual time or be unpaid for the day. The employee may be asked to provide written verification that the leave is being taken for this reason.

### **Military Leave for Active Duty for Full-Time Employees**

In the event that a regular full-time employee is either inducted into the Armed Forces of the United States or is called up to active duty as a member of the U.S. Armed Forces Reserves or the National Guard, the following policy will govern the employee’s pay and benefits while on such active-duty status:

- Upon presentation of orders and the establishment of an effective date for the leave of absence, the employee is placed in Leave Without Pay status.
  - If the employee’s total military pay is less than the pay as an active city government employee, the employee shall be entitled to the difference in pay between total military pay and the city pay. The employee must document this difference by the presentation of military pay stub to the City’s payroll clerk.
- The employee’s status as an employee of the City is frozen relative to all benefits, with the exception of Health Care and Life insurance premiums, which shall continue under the same terms and conditions as if the employee remained an active employee.
  - If the employee is now paying a percentage of the premium, the employee must make arrangements to continue to pay the percentage of the premium.

- The employee is given job retention rights after active duty, subject to physical and psychological ability to perform, to the employee's former position or one of comparable status.
  - To exercise reinstatement, the employee must report within 90 days of release from active duty.
- The employee shall be granted all across-the-board pay increases realized during absence.
- Any accumulations of leave or compensatory time will remain in place, or the employee may choose to receive pay for any accrued annual or personal leave.
  - The leave of absence will not be considered time worked for purposes of determining benefits that accrue on the basis of employment, such as Wellness Leave and Annual Leave.

### **Military Leave for Training and Weekend Drill Obligations for Full-Time Employees**

A regular full-time employee, who is a member of the Armed Forces Reserves, shall be eligible for Paid Military Leave for Training and Weekend Drill benefits not to exceed 39 working days each calendar year.

- Application for Military Leave for Training purposes shall be made immediately upon receipt of official notification.
- Paid Military Leave may be used toward weekend drill or training obligations when the employee is scheduled to work for the City of Salisbury and is unable to fulfill the City's schedule due to the weekend drill or training obligations.
  - Employees may combine the paid Military Leave with the use of Annual Leave, Compensatory Time, or leave without pay to cover Training and Weekend Drills that go beyond the 39 days in any calendar year.

### **Attendance/Lateness**

An employee's timely and regular attendance to work all scheduled hours is an important factor to success in employment at the City of Salisbury. Frequent employee absences from work can adversely affect the quality of service provided to residents and customers and is unfair to fellow employees who must assume a larger share of the workload.

### **Absence**

An Employee is deemed "absent" when they are unavailable for work as scheduled or assigned and such time off was not scheduled or approved in advance as required by the departmental notification procedure.

### **Notification of Absence**

An employee who is unable to report to work as scheduled must notify their supervisor at least one hour prior to the start of each scheduled shift. Due to unique needs, individual departments may require other notice of intention to be late or absent, therefore employees should contact their supervisor to ensure that they understand the obligation in their department. Employees have the responsibility for knowing where, when, and whom to call and must personally report their absence on a daily basis. The daily notification requirement may be waived in case of hospitalization or extended illness beyond one week if approved by the supervisor. Regardless, unless on FMLA leave, employees must contact their supervisor to update status a minimum of every two (2) weeks.

Failure to properly report an absence will result in designating the absence as unauthorized and will result in corrective action. For absences longer than three (3) days consecutive scheduled days/shifts, the City of Salisbury requests a physician's note upon returning to work.

**Lateness**

An employee is deemed late when they fail to report to work at the assigned/scheduled time.

**Occurrence of Lateness**

Employees are expected to arrive at work on time and report to their work area prepared for work no later than the scheduled time for the start of their shift. Employees are expected to be ready to begin work (i.e., all personal belongings put away at their scheduled time).

**Pattern Absenteeism**

Absences including unscheduled absences or partially missed shifts that occur in a pattern, for example, on the day before or after a scheduled day off; same day of the week; the day before, the day of, or the day after a holiday; the day before, the day of, or the day after an otherwise denied request for vacation or personal leave, as soon as enough benefit time has accrued; or any other observable pattern will be considered a "pattern of absence." Patterned absenteeism will be subject to appropriate corrective action.

**Corrective Action**

Employees who have attendance/lateness issues may be counseled. Should attendance issues or lateness continue despite counseling, the employee will be disciplined.

**Job Abandonment**

Any employee who fails to report to work for a period of three days or more without notifying their supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

## BENEFITS

How the Plan Works

Medical, Prescription, Dental and Vision Plan

Flexible Spending Account (FSA)

Basic Life Insurance

LTD, Accident, Cancer, Critical Illness and Supplemental Life Insurance

Retirement Benefits

Tuition Assistance

Employee Assistance Program

Paid Parental Leave

House Keys for Employees

Credit Union

Retiree Benefits

Medicare

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### **How the Plan Works**

Each year employees will be given the opportunity to choose the benefits they want from the available options. Employees need to make selections carefully because they will remain in effect for the entire year. The only time a change is permitted during the year is in the event the employee experiences a defined life event (such as a change in marital status, gain or loss of a dependent, or a spouse loses benefits). Other than life events, changes in elections are permitted only during the Open Enrollment period.

Each of the options available in the City of Salisbury's Benefits Plan is described briefly below. Full details are available in the Benefits Plan booklets which are distributed during orientation, which employees may obtain online from SBY.Net, or from Human Resources. Pre-tax deductions for coverage will vary depending upon the options selected.

Full-time employees are eligible to participate in the City of Salisbury's comprehensive benefits program. The summaries that follow provide a brief explanation of each benefit.

In the event of a discrepancy between the information contained in this Handbook and the official plan documents or the City of Salisbury's policy, the plan documents/policy will govern. Employees should contact Human Resources if they have any questions about their benefits.

Eligible Full-time employees and their dependents are eligible to join many of the City of Salisbury's benefits plans **on the first day of the month following completion of thirty days (30) of employment.**

### **Medical, Prescription, Dental and Vision Plan**

The City of Salisbury recognizes the value of benefits to employees and their families. The company supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to the Summary Plan Descriptions (SPDs), which are found on the SBY.Net, or contact the Human Resources department.

### **Flexible Spending Account**

Benefit eligible employees may elect Flexible Spending Accounts (FSA) that allows employees to pay for certain expenses with money deducted from paychecks on a pre-tax basis. This money is held by the plan administrator pending receipt of eligible expenses.

Employees pay no Federal Income taxes or Social Security taxes on the money contributed to a FSA. However, any amount not utilized by the Federal deadline will be forfeited.

### **Basic Flat Life Insurance**

Full-time employees will receive Life and Accidental Death and Dismemberment (AD&D) Insurance at no cost beginning the first day of the month following completion of 30 days of employment. Eligible employees receive a death benefit of \$10,000 and an AD&D benefit of \$10,000. At age 65, the benefit decreases to \$6,500. All benefits terminate upon retirement or employment termination.

### **Long-Term Disability, Accident, Cancer, Critical Illness and Supplemental Life Insurance**

All full-time eligible employees may purchase these additional benefits to augment the City of Salisbury's wellness program. These plans are fully funded by the employee.

### **Retirement Benefits**

Retirement with the City of Salisbury consists of two parts:

## **Base Pension**

The Employees' Pension System (EPS) portion of retirement is a part of the Maryland State Retirement and Pension System. Membership in the EPS is mandatory, with very limited exceptions and contribution is 7% of an employee's annual compensation. Employees earn service credit towards their retirement benefits each day worked. Service credit and age determine when an employee is eligible for retirement and how much the retirement benefit will be.

Eligibility service is used to determine when an employee is eligible for a benefit. Employees earn one year of eligibility service during any calendar year when a minimum of 500 regular hours are worked, excluding overtime. Creditable service is used to determine the amount of the retirement benefit. A full-time employee will earn one month of creditable service for each month of employment. Creditable service also can include purchase prior service, qualifying military service and accrued wellness leave as an employee's retirement date.

The EPS also provides a Survivor Benefit. If an employee dies while in active membership and after having earned at least one year of eligibility service, the employee's beneficiaries are eligible to receive a one-time payment equal to the employee's annual salary plus the balance of accumulated contributions and interest.

Please visit <https://sra.maryland.gov/post/planning-retirement> for more information about the pension benefit and the process of retirement.

## **457(b) Plan**

All full-time employees have the option to enroll in the 457(b) Deferred Compensation Plan through pre-taxed payroll deductions.

**\*Sworn officers of the Salisbury Police Department and Salisbury Fire Department are not eligible for the match contribution\***

The City of Salisbury 457(b) Deferred Compensation Plan uses an online enrollment. Contact Human Resources for the most current Plan Enrollment Code

## **Tuition Assistance**

The City of Salisbury has a Tuition Assistance Policy, separate from the Employee Handbook. Please refer to the Tuition Assistance Policy.

## **Employee Assistance Program**

The Employee Assistance Program (EAP) is a confidential counseling program that helps employees deal effectively with personal problems that may affect their well-being, their home lives and /or performance. An employee or any member of their immediate family is eligible to use the EAP. The first five visits with a licensed counselor and pursuant to the EAP are provided to the employee or any member of their immediate family at no cost. These visits can be in person, video or telephonic. If an employee experiences more than one (1) issue in a given year, the session count restarts for each new issue. Issues include anxiety, bereavement, depression, personal relationships, stress, etc.

## **Paid Parental Leave**

The City of Salisbury has a Paid Parental Leave Policy, separate from the Employee Handbook. Please refer to the Paid Parental Leave Policy.



### **House Keys for Employees**

If an employee qualifies for a Maryland Mortgage Program Loan such as a CDA or MMP-Plus or a VA or FHA Loan, they may qualify for the House Keys 4 Employees Program and receive assistance with closing costs. Please contact Human Resources for more information or visit Maryland Mortgage Program web site [www.mmp.maryland.org](http://www.mmp.maryland.org)

### **Credit Union**

All full-time City employees and their immediate families are eligible to join the Maryland State Employees Credit Union. Employees may make loan repayment deductions directly from their payroll checks. For more information, contact the Department of Finance Payroll Section.

### **Retiree Benefits**

Full-time employees hired before September 1, 2017 are eligible to participate in the City's health insurance program following retirement after the employee has worked for the City for a minimum of ten (10) years.

Full-time employees hired on or after September 1, 2017 are eligible to participate in the City's health insurance program following retirement after the employee has worked for the City for a minimum of twenty (20) years.

There is not a minimum years of service requirement for regular full-time employees retiring through accidental disability after July 1, 2008. The employee's retirement must meet the State Retirement Agency's criteria for accidental disability and the employee must have been awarded accidental disability retirement from the State Retirement Agency to be eligible for the waiver of years of service.

Part-time employees are not eligible for insurance with the City.

Individual benefits/insurance policies will be required for married employees who both work for the City at retirement.

### **Medicare**

When the retiree becomes eligible for Medicare, any eligible dependents will be converted to policies independent of the Medicare-eligible retiree for the duration of the dependents' coverage period.

The City will pay the applicable premium attributable to dependent health insurance, provided the retired employee's dependent was enrolled at the level of dependent coverage requested for at least three years prior to retirement or for the entire time that the dependent was eligible to be enrolled if the dependent was eligible for less than three years.

Individual benefits/insurance policies will be required for married employees who both work for the City at retirement.

The City will pay 50% of the premiums for Medicare supplemental insurance for all eligible retirees retired before September 1, 2017. The City will only pay up to the maximum benefit amounts for employees retiring on or after September 1, 2017.

The maximum benefit amounts are set in the City's Annual budget or as otherwise updated by subsequent ordinance.

# YOUR FUTURE WITH THE CITY OF SALISBURY

Job Posting/Transfer  
Employee Development  
Performance Appraisals

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### **Job Posting/Transfers**

The City of Salisbury maintains a general policy of posting job vacancies.

The City of Salisbury will seek to fill every position with the best-qualified candidate. Every effort will be made to identify qualified candidates from within the system. Internal candidates may be given priority consideration if they possess the qualifications, experience necessary and requisite skills and competencies required for the position. In addition to an employee's qualifications for the job, the employee's effectiveness in the interview will be considered in making the selection decision.

General policies regarding job transfers include:

- Employment in current position at least six (6) months prior to request for transfer to a job in another department or area; at the discretion of the employee's supervisor, such transfers will be considered within the same department or area. At its discretion, management reserves the right to make exceptions to this requirement.
- In order to ensure consideration, the employee will need to complete an electronic application.
- To be eligible for a transfer, an employee must be qualified for the position by possessing the necessary combination of education and experience requirements specified in the job description (if applicable) and have good attendance, work performance and discipline history.
- No written corrective actions within the last six months.

### **Employee Development**

In addition to our educational assistance program, we want to provide employees with the opportunity to gain knowledge of developments and trends in their field. The City of Salisbury offers a variety of programs in continuing education, skills training, and professional development. Courses, seminars, and workshops are conducted by City of Salisbury staff or outside experts on selected topics which will help employees perform their job to the best of their ability.

### **Performance Appraisals**

The City of Salisbury makes every effort to foster excellence in job performance. We recognize that open communication between employees and supervisors about job responsibilities, performance expectations and other related issues play a vital role in performance. Performance appraisals will serve as a basis for decisions related to continued employment, promotions/transfers, training development, and other pertinent matters.

#### **Probationary Appraisals:**

New Hires require a probationary employee appraisal.

Six-month probation is not applicable to Police Officers and Water and Waste Water Treatment Plant employees.

**Quarterly appraisals** are to be completed by providing areas of improvement or exemplary comments. These reviews are intended to be brief, but to provide insight on how an employee is performing. Quarterly appraisals are to be used as tracking mechanisms that will assist when completing the 4<sup>th</sup> quarter annual appraisal.

1<sup>st</sup> Quarter- July 1<sup>st</sup>  
2<sup>nd</sup> Quarter- October 1<sup>st</sup>  
3<sup>rd</sup> Quarter- January 1<sup>st</sup>  
4<sup>th</sup> Quarter- April 1<sup>st</sup> Annual Appraisal

**Annual appraisals** during the 4<sup>th</sup> quarter are thorough and compile the entirety of the year's accomplishments and/or challenges.

An employee's annual increase may be withheld after receiving a "Needs Improvement" score on their annual performance appraisal. Any individual in this category will be expected to successfully complete a 90-day Personal Improvement Plan (PIP). If all areas of the evaluation are not brought up to a Satisfactory rating after completing the PIP, the employee forfeits the annual increase for that calendar year and may be recommended for disciplinary action or dismissal. Upon successfully completing the 90-day PIP, the employee will receive the increase effective on the first full pay period in October. The annual increase will not be retroactive. The information recorded on the employee appraisal forms and PIP will become part of the employee's personnel record.

Employees who receive a satisfactory and above rating will be eligible for an annual increase in July, if budgeted.

DRAFT

## TERMINATION OF EMPLOYMENT

Resignation Requirements

Return of City of Salisbury Equipment, Identification Badges, Etc.

Exit Interview

Re-Employment

References

DRAFT

An employee who resigns, retires, is terminated or abandons their position, will be regarded as separated from employment. An employee who resigns in good standing or retires will be required to work through their proper notice period. Failure to work through their proper notice period will make the employee ineligible for rehire with the City of Salisbury. An employee who fails to comply with their working notice requirement or who is discharged for disciplinary or other disqualifying reasons may be considered ineligible for rehire, and will not receive payment of any annual or holiday hours.

### **Resignation Requirements**

If an employee decides to resign from the City of Salisbury, the employee should discuss with their supervisor the appropriate working notice period, prior to writing a letter of resignation and committing to a new start date. Appropriate written notices are required as follows:

- Employees are required to give a minimum two (2) weeks' notice or as defined by departmental requirements
- If an employment agreement exists, any notice period indicated in the agreement would supersede the requirements listed above.

### **Requested days off will not be counted toward the required notice.**

Appropriate notice must be working notice. Please note that accrued leave time may not be used to satisfy working notice requirement, unless the department is closed for a legal holiday recognized by the City of Salisbury or unless annual time has been pre-approved at least three months prior to the written resignation notice or unless required by law.

If an unexpected absence during occurs during the employee's working notice period, please employees must discuss make-up shift(s) arrangements with their supervisor to ensure they leave in good-standing. Any exceptions to this policy must be approved in advance by the Director of Human Resources. Good-standing means working all scheduled shifts/days during the appropriate working notice period for the position as determined by the department, except as described above.

Employees who fail to satisfy their working notice requirement will:

- Jeopardize their eligibility for re-employment at the City of Salisbury
- Forfeit their eligibility to receive a balance payout of annual or holiday time

This appropriate notice period begins on the first date that the supervisor is at work to receive the written notice. The notice must be dated and signed with the effective date of resignation.

### **Return of City of Salisbury Equipment, Identification Badges, Etc.**

Upon termination, employees are responsible for returning all City of Salisbury equipment such as I.D. badges, phones, laptops, iPads, fobs, keys, P-cards, etc. In the event that an employee fails to return any City property, an appropriate amount may be withheld from any amounts otherwise owed to the employee until such property has been returned. A separated employee will receive their final pay on the next regularly scheduled payday following the last day of work.

### **Exit Survey and Interview**

Upon written notice of resignation, the employee will receive a paper exit survey. Upon review of the exit survey Human Resources may reach out to the employee to schedule an exit interview. The exit interview will be conducted in confidence and affords the opportunity to discuss reasons for leaving, along with views and opinions on the practices and policies of the City of Salisbury.

### **Re-Employment**

Former employees are generally eligible for re-employment provided they meet certain conditions. These conditions include:

- Having left in good standing (which includes but is not limited to prior satisfactory performance and proper notice of resignation)
- Meeting the qualifications of the position being sought
- Being in compliance with IRS regulations as it relates to pension distributions, which includes a forty-five (45) waiting period

An employee shall be eligible to be reinstated in their former position, at the same rate of pay they earned prior to terminating, as long as they are reemployed within two (2) years of their termination date. The employee will be eligible to have their benefits restored, as if they had never left employment, except for any benefit or compensation for which the employee was paid at the time of his resignation.

### **References**

The City of Salisbury will provide reference and verification information on current and former employees in response to requests from outside organizations, employers, schools, agencies, and other entities establishing a legitimate need to confirm employment information. The City will timely respond to reference requests, including service letters, as required by law.

- Human Resources or the Department Director shall be responsible for responding to all reference and employment verification requests.
- Only the following information will be verified on current and former employees: Last Position Held and Dates of Employment.
- An employee may authorize the release of wage information or prior positions held by submitting a written authorization and release from liability to Human Resources.

## Employee Handbook Receipt Acknowledgment

The employee handbook describes important information about the City of Salisbury, and I understand that I should consult human resources regarding any questions not answered in the handbook. I have entered into my employment relationship with the City of Salisbury voluntarily and acknowledge that there is no specified length of employment.

This manual and the policies and procedures contained herein supersede any and all prior practices, oral or written representations, or statements regarding the terms and conditions of my employment with the City of Salisbury. By distributing this handbook, the City of Salisbury expressly revokes any and all previous policies and procedures which are inconsistent with those contained herein.

I agree to abide by all rules and policies in the Handbook and any additional rules or policies of the City. If something is unclear to me, or if I have any questions, I will ask Human Resources.

**I understand that this Handbook does not create a contract (express or implied) and that the City can make changes to it at any time.**

All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

\_\_\_\_\_  
Employee's signature

\_\_\_\_\_  
Employee's name (print)

\_\_\_\_\_  
Date

**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**





City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

To: Andy Kitzrow, Acting City Administrator  
From: Chris O'Barsky, Deputy Chief  
Subject: Budget Amendment Request  
Date: April 10, 2023

---

The Fire Department is requesting the approval of a budget amendment for \$45,000 to cover a funding shortfall in our gasoline account. The fuel budget has not kept pace with the rising costs of fuel and prices have remained higher than originally accounted for the FY23 budget.

Thank you in advance for your time and consideration on this request. If you should have any questions or need any additional information, please do not hesitate to contact me.

Attachment: Budget Amendment Ordinance

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**ORDINANCE NO. \_\_\_\_\_**

**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 BUDGET.**

**WHEREAS**, the City has surpassed what was originally budgeted for gasoline in the Fire Department; and

**WHEREAS**, the City's fuel budget has not kept up with the inflated price of gasoline seen during FY23; and

**WHEREAS**, the Fire Department would use the funds to continue to operate through the remainder of FY23 without impacting services; and

**WHEREAS**, there are insufficient funds available in the FY23 Fire Department Budget to cover the required expenses; 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 Current Year Surplus Account (01000-469810) by \$45,000.00
- (b) Increase the Salisbury Fire Department's Gasoline Account (24035-556204) by \$45,000.00

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2023 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 \_\_\_\_\_, 2023.

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**ATTEST:**

\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir W. Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Acting Mayor**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

# Memo

To: Mayor & City Council

From: Andy Kitzrow

cc: File

Date: 04/10/23

Re: Strategic Demolition Fund Grant Ordinance & Agreement – Union Railway Station Stabilization Project

---

Please find attached for your review and signature an ordinance to accept grant funds in the amount of \$500,000 from the Maryland Department of Housing and Community Development Strategic Demolition Fund, as well as the requisite agreement to be executed at this time with the State department.

The awarded Strategic Demolition Grant funding will be utilized to undertake stabilization activities at the Union Railway Station, thereby accomplishing preservation for future development. A subrecipient agreement will be executed with Railroad Avenue Investments LLC to perform the stabilization activities upon the City's receipt of the fully executed returned agreement from the Department of Housing & Community Development. A scope of work detailing the nature of the planned stabilization activities is attached.

---

## Hill - Kimmel Contracting

503 Gay Street, PO Box 201  
Cambridge, Maryland 21613  
(410) 228-1703  
<http://www.hillkimmelcontracting.com>

**HILL - KIMMEL CONTRACTING**  
GENERAL CONTRACTORS & CONSTRUCTION MANAGERS

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## Construction Estimate & Scope of Work

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### OWNER:

**Railroad Avenue Investments, LLC**  
2670 Clara Road  
Quantico, MD 21856

### CONTRACTOR:

**Hill - Kimmel Contracting**  
503 Gay Street, PO Box 201  
Cambridge, Maryland 21613

### PROJECT:

**Union Station Rehabilitation - Phase I**  
611 Railroad Avenue  
Salisbury, MD 21804

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### SCOPE OF WORK:

Union Station is adjacent to the railroad tracks at 611 Railroad Avenue, and is located within Salisbury, Maryland's Church Street Historic District. It is an early 20th century one-story masonry building, approximately 4,000 square feet with a slate roof and full basement.

Currently, this 1913 structure is an underutilized, vacant building that has been neglected for many decades. An adaptive reuse plan is being formulated to have the railway station restored to its former stature and to provide a habitable building for future development. The goal for phase one of this project is to stabilize the building and prevent future deterioration. This will include addressing the failing main slate roof, ancillary flat roofs, the hidden copper gutter system, damaged/deteriorating masonry components and damaged/missing windows, and doors. It is imperative to make the building weather-tight as soon as possible. The success of the project will be based on utilizing the appropriate Secretary of the Interior's Standards for the Treatment of Historic Properties.

Hill - Kimmel Contracting completed a roof survey in conjunction with Ruff Roofers and defined the roof scope noted below. The slate roof with its integral copper gutter system, have both deteriorated so significantly they need to be replaced in kind. Likewise, the flat roofs on each side wing of the main building need to be replaced.

#### Copper Gutter System:

- Remove and recycle the existing copper gutter system.
- Inspect the sheathing and fascia and replace any deteriorated as needed (to come out of contingency).
- Install high temp self-adhering ice and water shield throughout the entire gutter area.
- Install a full coverage of red rosin paper over the new ice and water shield.
- Fabricate and install new 20 oz. copper gutter, soldering all seams and turning up the mansard as required.
- This will include new outlet sleeves at each of the 4 locations to be installed into the existing downspouts.

#### Slate Roof:

- Remove existing layers of roofing down to wood decking.
- Inspect the existing sheathing and replace any deteriorated as needed (to come out of contingency).
- Install ice and water shield self-adhering underlayment over the eaves and roof penetrations.
- Install synthetic felt underlayment over remainder of the roof area.
- Install new lead vent pipe collars at all plumbing vents.
- Fabricate and install new 16 oz. copper flashings at any rising walls as needed (step and apron).
- Install starter shingles to eaves and rakes per manufacturer requirements.
- Install EcoStar - Niagara Class C (Federal Gray) synthetic slate to entire roof area along with matching hip and ridge caps as applicable.
- Fabricate and install new 16 oz. copper flashings at the masonry chimney, counter flashing will be cut into the mortar reglet and sealed with caulk

**SCOPE OF WORK:**

**Flat Roofs:**

- Remove the existing roof system and all associated flashings down to the wood sheathing.
- Inspect the wood sheathing and replace any deteriorated as needed (to come out of contingency).
- Install new poly-iso insulating board (R-30) to the roof areas, secured with screws and plates.
- Install new 60 mil. TPO membrane over entire roof area per manufacturer’s requirements.
- Flash all perimeters per manufacturer requirements.
- Remove all debris associated with the above scope of work and dispose of.

In addition, due to the failing internal gutter system, water has been infiltrating the terra cotta cornice and masonry walls. Sections of the cornice have become dislodged and fallen to the ground, most likely due to freeze/thaw cycles. The infiltration of water and leaking gutter system has also led to extensive deterioration of the mortar. Hill - Kimmel Contracting also completed an existing masonry assessment in conjunction with Federal Masonry Restoration and developed the following scope of work that can be completed in this phase:

**Masonry Restoration:**

- Masonry restoration/repointing related to roofing and hidden gutter replacement
- The terra-cotta cornice pieces located on site will be restored and reinstalled
- Terra-cotta cornice sections where missing will be replicated from existing similar pieces found on-site. The miscellaneous brick damage, prevalent on all four sides of the façade will be repaired using salvaged brick (ideally taken from stock on site).
- The chimney is out of plumb and needs to be taken down and rebuilt and should be completed in this phase since it ties in with the roof replacement. The plan is to salvage the original chimney brick for future phases of work (for damaged brick replacement and where original door/window openings are to be replicated) and use a new brick to rebuild the chimney.
- Tar/flashing shall be removed as needed throughout
- A mortar analysis will be conducted to determine the appropriate mix for all repointing/resetting work.
- Mortar being repointed will be in accordance with the Department of Interior preservation brief on repointing.
- Substantial additional masonry restoration of the lower walls and openings will need to be completed in a future phase.

Hill - Kimmel Contracting has met with a structural engineer on-site and toured the attic space. While the main roof does have a sag along its main axis, it was determined that there were no major structural roof issues. Additional inspections will be conducted when the roof is torn off down to the sheathing. A structural engineer will be utilized to determine the appropriate methodology for sistering or replacing rafters when/if necessary.

Securing the building openings is critical to the structure being weather-tight. Numerous exterior openings are broken, missing, or otherwise exposed to the elements; these openings will be secured in this phase with plywood. Plywood will have holes drilled and covered with metal mesh to allow air circulation. Any intact, historically significant windows or doors shall be left in place to be restored in a future phase.

**Estimate Information**

**010000 General Requirements**

|   |                     |
|---|---------------------|
| <b>013000 Administrative Requirements</b>           | \$ 30,944.16        |
| <b>014000 Quality Requirements</b>                  | \$ 4,680.00         |
| <b>015000 Temporary Facilities &amp; Controls</b>   | \$ 9,179.82         |
| <b>017000 Execution &amp; Closeout Requirements</b> | \$ 3,685.50         |
| <b>010000 General Requirements:</b>                 | <b>\$ 48,489.48</b> |

**020000 Existing Conditions**

|   |                    |
|---|--------------------|
| <b>022000 Assessment</b>                        | \$ 3,510.00        |
| <b>024000 Demolition &amp; Structure Moving</b> | \$ 4,343.04        |
| <b>020000 Existing Conditions:</b>              | <b>\$ 7,853.04</b> |

**040000 Masonry**

|                            |                      |
|----------------------------|----------------------|
| <b>042000 Unit Masonry</b> | \$ 121,680.00        |
| <b>040000 Masonry:</b>     | <b>\$ 121,680.00</b> |

**060000 Wood, Plastics, & Composites**

|   |                     |
|---|---------------------|
| <b>061000 Rough Carpentry</b>                   | \$ 10,857.60        |
| <b>061100 Wood Framing</b>                      | \$ 6,435.00         |
| <b>060000 Wood, Plastics, &amp; Composites:</b> | <b>\$ 17,292.60</b> |

**070000 Thermal & Moisture Protection**

|  |                      |
|--|----------------------|
| <b>073000 Steep Slope Roofing</b>                | \$ 157,565.07        |
| <b>075000 Membrane Roofing</b>                   | \$ 80,397.72         |
| <b>077000 Roof &amp; Wall Specialties</b>        | \$ 66,693.51         |
| <b>070000 Thermal &amp; Moisture Protection:</b> | <b>\$ 304,656.30</b> |

**Project Total**

|                          |                             |
|--------------------------|-----------------------------|
| <b>Estimate Subtotal</b> | \$ 499,971.42               |
| <b>Grand Total:</b>      | <b><u>\$ 499,971.42</u></b> |

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
STRATEGIC DEMOLITION FUND PROGRAM  
GRANT AGREEMENT**

**TABLE OF CONTENTS**

**AWARDEE:** City of Salisbury  
**AWARD ID#:** SDF-2023-Salisbury-00023  
**PROJECT NAME:** Union Railway Station Stabilization

- Strategic Demolition Fund – Program Grant Agreement**
  
- Exhibit A - SDF-2023-Salisbury-00023  
Project Description, Additional Information, and Special Conditions**
  
- Exhibit B - SDF-2023-Salisbury-00023  
Project Budget**
  
- Exhibit C - SDF-2023-Salisbury-00023  
Project Schedule**



**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
STRATEGIC DEMOLITION FUND PROGRAM  
GRANT AGREEMENT**

**THIS STRATEGIC DEMOLITION FUND PROGRAM GRANT AGREEMENT** (this "**Agreement**") is entered into as of the Effective Date (as defined herein) by and between the **DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**, a principal department of the State of Maryland (the "**Department**"), and **CITY OF SALISBURY** (the "**Grantee**").

RECITALS

- A. This Agreement is issued pursuant to §4-508 of the Housing and Community Development Article (the "**Act**") and the regulations promulgated thereunder and set forth in COMAR 05.20.01 (the "**Regulations**"). The Act establishes the Strategic Demolition and Smart Growth Impact Fund (the "**Program**"). Capitalized terms not defined herein have the meanings set forth in the Regulations or the Act.
- B. The purpose of the Program is to provide grants and loans to assist in predevelopment activities, including interior and exterior demolition, land assembly, architecture and engineering, and site development for revitalization projects in designated areas of the State of Maryland (the "**State**").
- C. In reliance upon the representations and certifications contained in Grantee's Fiscal Year 2023 application (the "**Application**"), the Department has approved an award of funds to Grantee, to be expended by Grantee in conformity with the requirements and provisions of the Act, the Regulations, the Department's Program Policy Guide, as amended from time to time (the "**Guide**"), and this Agreement.

## AGREEMENT

**IN CONSIDERATION** of the Recitals, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Department and Grantee agree as follows:

1) Sustainable Community or Eligible Qualified Opportunity Zone Designation.

- a) The Project is located in a geographic area (the “**Area**”) that has been designated by the Smart Growth Subcabinet (as defined in §9-1406 of the State Government Article) as a Sustainable Community or is in an eligible Qualified Opportunity Zone.
- b) If located in a Sustainable Community, the Project will enhance and support the plan that has been approved by the Smart Growth Subcabinet as a Sustainable Community Plan.

2) Grant.

- a) In consideration of the various obligations to be undertaken by Grantee pursuant to this Agreement, the Department agrees to provide Grantee with funds in the amount of **Five Hundred Thousand Dollars (\$500,000)** (the “**Grant**”) to be used for the purposes of funding the Strategic Demolition Fund Project (the “**Project**”) described in Section 1 (the “**Project Description**”) of Exhibit A - SDF-2023-Salisbury-00023, to be carried out at the location(s) set forth in Section 2 (the “**Project Address(es)**”) of Exhibit A - SDF-2023-Salisbury-00023. The Department, in its sole discretion, may allow a modification to the Project Description and/or the Project Address(es) by providing prior written notice to Grantee of such modification.
- b) Grantee agrees to use the Grant only for the approved Project and only in the approved Area. Grantee agrees that it will use the Grant and operate the Project in accordance with the provisions of the Act, the Regulations, the Guide, and this Agreement.
- c) The Project shall not include or support projects for which the principal use of the Project is one of the following types of activities: pawn shops, gun shops, tanning salons, massage parlors, adult video/book shop, adult entertainment facilities, check cashing facilities, gambling facilities, tattoo parlors or liquor stores.
- d) The Application may have included projects other than the Project. The approval of the Application and the Project and the execution of this Agreement are not to be construed as approval of any other projects described in the Application.
- e) The Grant is subject to and contingent on the availability and allocation of sufficient State funds to the Program.

3) Expenditure of Grant Funds.

- a) All Grant funds shall be expended on or before the Completion Date (as defined in Section 4(b) of this Agreement).
- b) Grantee shall expend the Grant in accordance with the budget set forth in Exhibit B - SDF-2023-Salisbury-00023 (the “**Project Budget**”). Grantee may transfer up to ten percent (10%) of the Grant funds between

Project Budget line items without prior written approval of the Department, so long as (i) the line item to which Grant funds are transferred already included some amount of the Grant allocated to it prior to such transfer by Grantee; and (ii) Grant funds allocated to the column for capital amounts may not be transferred to an operating expense line item and Grant funds allocated to the column for operating amounts may not be transferred to a capital expenditure line item. The Department, in its sole discretion, may allow additional transfers between Project Budget line items by providing prior written approval to Grantee of such transfers.

- c) Unless otherwise agreed to in writing by the Department, Grantee shall expend at least fifty percent (50%) of the Grant funds for the Project by the first (1<sup>st</sup>) anniversary of the Effective Date.
  - d) All costs incurred by Grantee before the Effective Date and before approval by the Department of the release of Grant funds are incurred voluntarily, at Grantee's risk and upon its own credit and expense, and Grantee's authority to be reimbursed from the Grant funds shall be governed by the provisions of this Agreement.
  - e) If, upon completion of the Project, there are cost savings and/or undisbursed funds, Grantee shall return any remaining Grant funds to the Department.
  - f) If Grantee is not a government agency, Grantee may use a portion of the Grant funds for reimbursement of indirect costs. The indirect cost reimbursement rate is: (i) equal to the indirect cost reimbursement rate Grantee receives from a federal or other State agency, if applicable; or (ii) up to 10% of the costs that would be considered modified total direct costs under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards adopted by the Office of Management and Budget in 2 C.F.R. 200 and any related guidance published by the Office of Management and Budget. The indirect cost reimbursement rate applies to the portion of the Grant, if any, that is for the provision of services. Notwithstanding the foregoing, Grantee may not use any portion of the Grant funds allocated to capital expenditures for reimbursement of indirect costs.
- 4) Commencement and Completion of the Project; Inspection during Construction or Rehabilitation; Changes.
- a) Grantee shall commence the Project on or prior to the date (the "**Commencement Date**") set forth in Exhibit C - SDF-2023-Salisbury-00023 (the "**Project Schedule**").
  - b) Grantee shall complete the Project on or prior to the date indicated in the Project Schedule (the "**Completion Date**"). The Department, in its sole discretion, may extend the Completion Date by providing Grantee with prior written notice of such extension.
  - c) If the Project involves capital construction or improvements, the Department, its agents and its employees shall be allowed to inspect the Project during construction or rehabilitation and upon completion.
  - d) The Department must approve in writing all changes to the Project Description, Project Schedule, Project Budget, or any other term of this Agreement, including modifications to the scope of work of the Project, modifications involving carrying out Project activities in a geographic area other than the Area, and modifications to the Completion Date.
  - e) Grantee shall ensure that all necessary approvals for the commencement of the Project have been obtained, including all applicable permits and licenses.

- f) On or before the Completion Date, Grantee shall obtain any applicable certifications, licenses, permits, and approvals necessary to operate the Project, and shall otherwise satisfy all requirements necessary to operate the Project.
- 5) Conditions Precedent to Disbursement of the Grant. The Department shall not disburse the Grant until Grantee has complied with the following conditions:
- a) If the Project is subject to review by the Maryland Historical Trust ("MHT"), then MHT or the Department's qualified staff has reviewed the Project for impact on historic properties and determined that the Project will have no adverse effect on historic properties. If MHT or the Department's qualified staff determines that the Project will have an adverse effect, the Department may decline to fund the portion of the Project that has been determined to have an adverse effect. If the Department proceeds with funding the portion of the Project that has been determined to have an adverse effect, Grantee agrees to enter into an agreement with MHT and the Department (the "**MHT Agreement**") and fulfill any obligations under the MHT Agreement to minimize or mitigate the adverse effect to the satisfaction of MHT and the Department. If the Department's determination that Grantee has satisfied its obligations to minimize or mitigate the adverse effect is contingent upon the Project meeting particular conditions, Grantee shall complete such conditions to the satisfaction of the Department.
  - b) The Maryland Codes Administration has approved any Project plans and specifications if the Department determines such approval is necessary.
  - c) For any Project that includes the acquisition, ownership, lease, rehabilitation, construction, operation, demolition or improvement of real property or improvements thereon (collectively and individually, the "**Property**"), Grantee shall not receive a disbursement of Grant funds until Grantee has submitted evidence acceptable to the Department of appropriate site control over the Property or authorization to proceed with the Project.
  - d) Grantee has complied with all other terms and conditions of the Grant as required by the Department to the Department's satisfaction, including the satisfaction of any special conditions set forth on Exhibit A - SDF-2023-Salisbury-00023.
- 6) Other Funds.
- a) In addition to the Grant, Grantee may (i) be in the process of obtaining written commitments to receive other funds for the Project; (ii) have written commitments to receive other funds for the Project; or (iii) have already received other funds for the Project (collectively, the "**Other Funds**"). Other Funds shall be described by source, use and amount in the Project Budget.
  - b) Upon request, Grantee shall provide the Department with information and documentation in forms acceptable to the Department regarding the Other Funds. Such information and documentation shall include but not be limited to information concerning Grantee's receipt and expenditure of the Other Funds. In the event the Department determines, in its sole discretion, that all or any portion of the Other Funds are not available, are not going to be disbursed to Grantee for any reason, or that the Other Funds received by Grantee have not been properly expended, the Department may, in its sole discretion, declare Grantee in default of this Agreement and exercise its remedies pursuant to this Agreement.
- 7) Disbursement of the Grant.

- a) After the Effective Date, the Department will disburse Grant funds to Grantee on a reimbursement basis as the Project progresses, unless the Department determines, in its sole discretion, that the nature of the Project warrants disbursement in advance for eligible costs anticipated to be incurred. The Department, in its sole discretion, may disburse funds for eligible costs incurred prior to the Effective Date.
- b) Grantee shall submit a request for payment in a manner and form approved by the Department. A request for payment shall identify in detail all expenses incurred or anticipated to be incurred for which disbursement is being sought, and shall have attached copies of the supporting invoices and other documentation of such expenses.
- c) Requests for payment should be made allowing approximately thirty (30) days to receive the Grant funds. The request for payment shall not exceed the eligible costs incurred and approved in writing by the Department.
- d) The Department has the right to withhold disbursement of Grant funds if at any time the Department determines, in its sole discretion, that Grantee is not performing or completing the Project in a manner satisfactory to the Department. The Department shall have the right at any time to request that Grantee provide additional supporting documentation with any request for payment.

8) Records, Inspections and Reports.

Section 8 shall survive the term of this Agreement.

a) Records.

- i) Grantee shall maintain accurate financial, management, programmatic and other records of the Grantee, including meeting minutes of Grantee's Board of Directors if applicable, for transactions relating to the receipt and expenditure of the Grant and administration of the Project (collectively, the "**Records**"). The Records shall be in a form acceptable to the Department. Grantee shall retain the Records for three (3) years following the term of this Agreement.
- ii) Grantee shall make the Grantee's administrative offices, its personnel, whether full time, part time, consultants or volunteers, and the Records available to the Department for inspection upon request, during the term of the Agreement and for a period of three (3) years following the term of this Agreement. The Grantee shall permit the Department to perform program monitoring, evaluation and audit activities as the Department determines to be necessary, in its sole discretion.
- iii) Grantee shall cause to be maintained for the Department's inspection the books, accounts, and records of any contractors and subrecipients related to the Project for three (3) years following the term of this Agreement.

b) Inspections. During the term of this Agreement and for a period of three (3) years following the term of this Agreement, Grantee shall permit the Department to monitor the Project to ensure that the Project is being carried out in accordance with the terms of this Agreement.

c) Reports.

- i) On January 1, April 1, July 1, and October 1 of each year, commencing on the Effective Date and continuing until the Department accepts the Final Report described in Section 8(c)(ii), Grantee shall provide the Department with interim progress reports in a manner and form to be determined by the

Department. The interim progress reports shall contain such information as the Department reasonably requests, including, but not limited to, work accomplished and problems encountered, past and projected expenditures made against the Project Budget, and benchmarks reached. Grantee shall ensure that each interim progress report is received by the Department within ten (10) working days after the due date.

- ii) Within forty-five (45) days after Grantee completes the Project, Grantee shall submit to the Department a final report (the "**Final Report**"), in a manner and form to be determined by the Department, that describes the completed Project, the success of the Project, any problems encountered in completing the Project, and such other information as the Department requires. The Final Report shall also contain a disbursement report that lists all expenditures relating to the Grant. In addition, any completed studies, surveys, reports, or other work products, if applicable, shall be attached to the Final Report.
- iii) If any portion of the Grant is secured by collateral for the benefit of the Department (the "**Collateral**") or is used to fund a loan to a subrecipient (a "**Loan**") and the Department maintains an interest in such Loan, Grantee shall submit annual reports, in a manner and form to be determined by the Department, for the term of this Agreement.
- iv) In addition to the requirements set forth above, Grantee shall provide the Department with such additional records, reports, and other documentation as may be required by the Department.

9) Default and Remedies; Termination.

- a) A default shall consist of: (i) the breach by Grantee of any term, condition, covenant, agreement, or certification contained in this Agreement; (ii) the expenditure of Grant funds for any use other than as provided in the Project Budget or in the Project Description; (iii) the failure to commence or complete the Project by the dates set forth in the Agreement, or otherwise unsatisfactory performance or completion of the Project, in the Department's sole determination; (iv) Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets; (v) the failure to obtain the Other Funds if, in the Department's sole discretion, such failure would significantly impact the Project; (vi) a change in Grantee's staffing capacity that adversely affects Grantee's ability to carry out the Project, in the Department's sole discretion; or (vii) a default by Grantee in any other agreement with the Department that remains uncured beyond any applicable notice and cure provisions therein.
- b) The Department shall give Grantee written notice of default, and Grantee shall have thirty (30) days from the date of such notice to cure the default. Upon the occurrence of a default that continues beyond the cure period, the Department shall have the right to terminate this Agreement immediately by written notice to Grantee. Notwithstanding the above, upon the occurrence of a default under this Agreement involving Grantee's bankruptcy, insolvency, or the dissolution or liquidation of Grantee's business organization or assets, the Department's right to terminate this Agreement shall be immediate without a notice and cure period.
- c) In the event of termination by the Department:
  - i) The Department may withhold disbursement of Grant funds and Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  - ii) The Department may demand repayment from Grantee of any portion of the Grant proceeds that the Department, in its sole discretion, determines were not expended in accordance with this Agreement, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings; and

- iii) The Department, in its sole discretion, may demand repayment of all Grant funds disbursed to Grantee, plus all costs and reasonable attorneys' fees incurred by the Department in recovery proceedings.
- d) In addition to exercising any or all of the rights and remedies contained in this Agreement, the Department at any time may proceed to protect and enforce all rights available to the Department by suit in equity, action at law, or by any other appropriate proceedings, all of which rights and remedies shall survive the termination of this Agreement.
- e) Grantee agrees to return any remaining proceeds of the Grant to the Department upon termination of the Agreement, whether the termination is due to default, completion of the Project, expiration of the Agreement, or for any other reason.

10) Grantee's Certifications. Grantee certifies that:

- a) Grantee is a government agency or a Community Development Organization and has the requisite power and authority to enter into and carry out the transactions contemplated by this Agreement.
- b) This Agreement has been duly authorized, executed, and delivered by Grantee, and is the valid and legally binding act and agreement of Grantee.
- c) Regarding conflicts of interest:
  - i) A conflict of interest occurs when an employee, director, officer, board member, volunteer, or elected official (each, an “**Interested Person**”), who has a direct or indirect interest in the Grant or receives any benefit from the Grant, is involved in the selection, award or administration of the Grant.
  - ii) If the use of any of the Grant funds could lead to a conflict of interest, any Interested Person must disclose his or her interest to the Grantee and, in connection with the proposed use giving rise to the conflict of interest, not participate in any aspect of the decision-making process regarding how the Grant funds will be allocated or expended, including discussion and debate as well as actual voting.
  - iii) Grantee shall establish and follow a written conflict of interest policy (the “**Conflict of Interest Policy**”) that, at a minimum, must include the requirement set forth in Section 10(c)(ii). Grantee shall obtain signatures from each Interested Person on an annual basis that confirms that such Interested Person has read, understands, and will follow Grantee’s Conflict of Interest Policy.
- d) The representations, statements, and other matters contained in the Application are and remain true and complete in all material respects.
- e) Prior to commencement of the Project, Grantee has obtained or will obtain all federal, State, and local government approvals, permits, and licenses that may be required to accomplish the Project and the scope of work.
- f) Grantee has not been, nor currently is, the subject of an investigation by any federal, State, or local governmental entity for alleged criminal or civil violations of laws or regulations enforced by these entities.
- g) If Grantee is not a government agency, Grantee is (i) in good standing with the Maryland State Department of Assessments and Taxation and shall provide evidence of such status upon request; and (ii) in

compliance with the Maryland Solicitations Act (the “**Solicitations Act**”), including maintaining its registration as a charitable organization with the Office of the Secretary of State if required by the Solicitations Act.

- 11) Liability. Grantee releases the Department from, agrees that the Department shall not have any liability for, and agrees to protect, indemnify, and save harmless the Department from and against any and all liabilities, suits, actions, claims, demands, losses, expenses, and costs of every kind and nature, including reasonable attorneys' fees, incurred by, or asserted or imposed against the Department, as a result of or in connection with the Project or the Property, except for the gross negligence or willful misconduct of the Department. This Section shall survive the term of this Agreement.
  
- 12) Indemnification. Grantee agrees that all costs incurred by the Department as a result of the liabilities, suits, actions, claims, demands, losses, expenses, or costs, as described in Section 11 and Section 14 of this Agreement, including reasonable attorney's fees, shall be immediately and without notice due and payable by Grantee to the Department except for claims arising solely from the Department's willful misconduct or gross negligence. Grantee’s obligation to indemnify the Department shall survive the term of this Agreement. If Grantee is a government agency, any indemnification or other obligation to reimburse or compensate the Department provided by the Grantee pursuant to this Agreement exists only to the extent permitted by law and is subject to appropriations as well as the notice requirements and damages limitations stated in the Local Government Tort Claims Act, Md. Code Ann., Cts. & Jud. Proc. Sec. 5-301, et seq. (2006 Repl. Vol.) (the “**LGTC**A”); Md. Code Ann. Art. 25A, Sec. 1A (2005 Repl. Vol.); and Md. Code Ann., Cts. & Jud. Proc. Sec. 5-509 (2006 Repl. Vol.), all as amended from time to time (together, the “**Local Government Indemnification Statutes**”), and is not to be deemed as a waiver of any immunity that may exist in any action against a government agency for its officers, agents, volunteers and employees.
  
- 13) Nondiscrimination and Drug and Alcohol Free Workplace; Fair Practices Certification.
  - a) Grantee may not discriminate against and hereby certifies that it prohibits discrimination against and will not discriminate against any person on the basis of race, color, religion, ancestry, creed or national origin, sex, marital status, physical or mental handicap, sexual orientation, or age in any aspect of its projects, programs or activities.
  
  - b) Grantee shall comply with applicable federal, State, and local laws regarding discrimination and equal opportunity in employment, housing, and credit practices, including:
    - i) Titles VI and VII of the Civil Rights Act of 1964, as amended;
  
    - ii) Title VIII of the Civil Rights Act of 1968, as amended;
  
    - iii) Title 20 of the State Government Article, Annotated Code of Maryland, as amended;
  
    - iv) The Department's Minority Business Enterprise Program, as amended;
  
    - v) The Governor's Executive Order 01.01.1989.18 relating to Drug and Alcohol Free Workplaces, and any Department or State regulations adopted or to be adopted to carry out the requirements of that Order;
  
    - vi) The Fair Housing Amendments Act of 1988, as amended; and
  
    - vii) The Americans with Disabilities Act of 1990, as amended.



14) Environmental Certification and Indemnification; Lead Paint. In connection with the ownership, lease, rehabilitation, construction, operation or demolition of the Property:

- a) Grantee represents, warrants, and covenants that, other than as disclosed to the Department in writing prior to the Effective Date, there are no known hazardous materials located on the Property, that it will not cause or knowingly allow any hazardous materials to be placed on the Property, that it will carry out the Project in compliance with all requirements imposed by any governmental authority with respect to any hazardous materials that may be placed on the Property, and that to the best of its knowledge the Property is in compliance with all applicable federal and State environmental laws and regulations. De minimis amounts of household cleaning supplies, office supplies and petroleum-based products used in the ordinary course of operating the Property and which are stored and disposed of in accordance with applicable laws are not considered hazardous materials.
- b) Grantee shall indemnify and hold the Department, its employees and agents harmless from all loss, liability, damage, costs, and expenses of any kind whatsoever, including as a result of any lawsuit brought or threatened, settlement reached, or governmental order, and including reasonable attorneys' fees, for failure of the Property to comply in all respects with all environmental requirements. Grantee's obligation to indemnify the Department shall survive the term of this Agreement.
- c) Grantee covenants that it shall comply with all federal, State, and local laws and requirements concerning the treatment and removal of lead paint from the Property.

15) Non-Sectarian Certifications.

- a) Other than as disclosed to the Department in writing, Grantee certifies that no part of the Grant funds, no part of the Project, and no part of the Property shall be used for the furtherance of sectarian religious instruction, or in connection with the design, acquisition, or construction of any building used or to be used as a place of sectarian religious worship or instruction, or in connection with any program or department of divinity for any religious denomination, including (but not limited to) religious services, religious instruction, or other activities that have an explicitly religious content.
- b) Grantee certifies that it will provide services of the Project to clients on a nondiscriminatory basis, including (but not limited to) the provision of services without regard to the creed, religion, or religious affiliation of the clients.

16) Insurance.

- a) Grantee shall maintain or shall cause to be maintained property and commercial general liability insurance coverages on the Project and Property both during and after construction or rehabilitation, and if necessary, Grantee shall pay the expense of such insurance.
- b) Grantee shall determine whether the Property is located in a 100-year flood plain, as designated by the United States Department of Housing and Urban Development. If the Property is located in a 100-year flood plain, Grantee shall require flood insurance coverage, and if necessary, Grantee shall pay the expense of such insurance.
- c) Grantee shall require, or shall cause any subrecipients to require, the general contractor to provide general contractor's insurance coverage for comprehensive public liability, property damage liability/builder's

risk, and workers' compensation in the form and amounts satisfactory to the Department.

- d) Insurance coverages shall be provided by a company that is registered with the Maryland Insurance Agency and authorized to transact business in the State.
  - e) To the extent required by the Department, insurance coverage shall be in force prior to the disbursement of the Grant proceeds and shall contain terms and coverages satisfactory to the Department.
  - f) To the extent required by the Department, Grantee shall submit to the Department an ACORD insurance certificate naming the Department and the Grantee as lender's loss payable and additional insured.
  - g) To the extent required by the Department, ACORD insurance certificates shall provide for notification to the Department and Grantee prior to Project-related cancellation of any insurance policies.
  - h) If Grantee is a government agency, or is otherwise approved by the Department, the insurance requirements contained herein may be satisfied through evidence of a self-insurance program satisfactory to the Department.
- 17) Notices. All notices, requests, approvals, and consents of any kind made pursuant to this Agreement shall be in writing. Any such communication, unless otherwise specified, shall be deemed effective as of the date it is mailed, postage prepaid, addressed as follows:

- a) Communications to the Department shall be mailed to:

Department of Housing and Community Development  
Division of Neighborhood Revitalization  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Strategic Demolition Fund Program

with a copy to:

Office of the Attorney General  
7800 Harkins Road  
Lanham, Maryland 20706  
Attention: Division of Neighborhood Revitalization

- b) Communications to Grantee shall be mailed to:

City of Salisbury  
125 North Division Street  
Salisbury, MD 21801  
Attention: Ms. Jo Ellen Bynum

- 18) Amendment. Other than modifications that are explicitly identified in this Agreement as modifications the Department may approve by providing written notice to the Grantee, this Agreement may not be amended except by a written instrument executed by the Department and Grantee.

- 19) Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.
- 20) Electronic Signature. The parties agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes, and shall have the same force and effect as an original handwritten signature. Without limitation, “electronic signature” shall include: faxed versions of an original handwritten signature; electronically scanned and transmitted versions (e.g., via pdf) of an original handwritten signature; and any typed signature (including any electronic symbol or process attached to, or associated with, the Agreement) adopted by the parties with the intent to sign the Agreement.
- 21) Assignment. This Agreement may not be assigned without the prior written approval of the Department.
- 22) Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior oral and written agreements between the parties hereto with respect to the Grant.
- 23) Governing Law. This Agreement shall be construed, interpreted, and enforced in accordance with the laws of the State without regard to conflict of laws provisions.
- 24) Term of Agreement. Unless sooner terminated pursuant to the terms of this Agreement or extended by an amendment to the Agreement, this Agreement shall be effective as of the date it is executed by the Department (the “**Effective Date**”) and shall continue in full force and effect until the later of (a) the Department close out of the Project in accordance with its procedures for closing out projects; (b) the final satisfaction of any Loan proceeds or obligations regarding any Collateral; or (c) the expiration of the period of time the Department requires a particular use of the Property, if any such restriction is set forth on Exhibit A - SDF-2023-Salisbury-00023. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive termination or expiration of this Agreement and continue in full force and effect.
- 25) Further Assurances and Corrective Instruments. Grantee agrees that it will, from time to time, execute and deliver, or cause to be delivered, such amendments hereto and such further instruments as may be required by the Department to comply with any existing or future State regulations, directives, policies, procedures, and other requirements, or to further the general purposes of this Agreement.
- 26) Delay Does Not Constitute Waiver. No failure or delay of the Department or the Grantee to exercise any right, power or remedy consequent upon default shall constitute a waiver of any such term, condition, covenant, certification or agreement of any such default or preclude the Department or the Grantee from exercising any right, power or remedy at any later time or times.
- 27) Technical Assistance. If the Project is not being completed or performed in a manner satisfactory to the Department, or Grantee has violated a provision of this Agreement, prior to the Department declaring a default, the Department may require that Grantee accept technical assistance the Department determines is necessary for the Project to proceed in a manner acceptable to the Department.
- 28) Department's Signs. If required by the Department, Grantee agrees to display one or more signs identifying the Project as a recipient of financial assistance under the Program if the Department furnishes such sign(s). Grantee shall be responsible for the installation of the signs. In the event that a license, permit, or other permission is required from a local jurisdiction in order to display said signs, Grantee agrees to pay all requisite license or permit fees.

29) Notice Regarding Disclosure of Information Relating to the Project. The Department intends to make available to the public certain information regarding the Project and the Grantee. In addition, the Department may be required to disclose information about the Project to the Board of Public Works and the Maryland General Assembly and may desire to disclose such information to other State officials or their staff, local government officials or their staff, and other lenders and funding sources. The Department is also required to disclose information in response to a request for information made pursuant to the Public Information Act, §4-101 et seq. of the General Provisions Article, Annotated Code of Maryland (the “PIA”). Information that may be disclosed to any of the foregoing, including the public, may include, among other things, the name of the Grantee; the name, location, and description of the Project; the date and amount of financial assistance awarded by the Department; the terms of the financial assistance; use of funds; information contained in the Application; a copy of the Application; and the sources, amounts and terms of other funding used to complete the Project, including capital contributions from the Grantee. Certain information may be exempt from disclosure under the PIA. Requests for disclosure of information made pursuant to the PIA are evaluated on an individual basis by the Department. If Grantee believes that any of the information it has provided to the Department is exempt from disclosure, Grantee should attach a statement to this Agreement describing the information it believes to be exempt from disclosure, the location of such information (for example, document name) and provide an explanation therefor. The Department cannot guarantee non-disclosure of such information but may consider Grantee’s statement when responding to a request made pursuant to the PIA.

30) **CONFESSION OF JUDGMENT. IF THE PRINCIPAL AMOUNT OF THIS AGREEMENT, ANY INSTALLMENT OF INTEREST OR PRINCIPAL, OR ANY OTHER PAYMENT DUE UNDER THIS AGREEMENT IS NOT PAID WHEN DUE, WHETHER BY MATURITY, ACCELERATION OR OTHERWISE, EACH OBLIGOR WHO SIGNS THIS INSTRUMENT HEREBY AUTHORIZES AND EMPOWERS ANY ATTORNEY OR CLERK OF ANY COURT OF RECORD IN THE UNITED STATES OR ELSEWHERE TO APPEAR FOR AND, WITH OR WITHOUT DECLARATION FILED, CONFESS JUDGMENT AGAINST IT AND IN FAVOR OF THE HOLDER OF THIS AGREEMENT (THE “HOLDER”), AT ANY TIME, WITHOUT A PRIOR HEARING, AND IN THE AMOUNT OF THE OUTSTANDING PRINCIPAL BALANCE OF THIS AGREEMENT, ALL ACCRUED AND UNPAID INTEREST, OUTSTANDING FEES AND LATE CHARGES, AND ALL OTHER AMOUNTS PAYABLE TO THE HOLDER UNDER THE TERMS OF THIS AGREEMENT, INCLUDING COSTS OF SUIT AND REASONABLE ATTORNEYS' FEES INCURRED AS A RESULT OF, RELATED TO, OR IN CONNECTION WITH ANY DEFAULT UNDER THE AGREEMENT AND ANY EFFORTS TO COLLECT ANY AMOUNT DUE UNDER THE AGREEMENT OR ANY JUDGMENTS ENTERED THEREON.**

**THE AUTHORITY AND POWER TO APPEAR FOR AND ENTER JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT SHALL NOT BE EXHAUSTED BY ONE OR MORE EXERCISES THEREOF OR BY ANY IMPERFECT EXERCISE THEREOF; SUCH AUTHORITY MAY BE EXERCISED ON ONE OR MORE OCCASIONS OR FROM TIME TO TIME IN THE SAME OR DIFFERENT JURISDICTION AS OFTEN AS HOLDER SHALL DEEM NECESSARY AND DESIRABLE, FOR ALL OF WHICH THIS AGREEMENT SHALL BE SUFFICIENT WARRANT; IF ENFORCEMENT OF THIS AGREEMENT RESULTS IN HOLDER OBTAINING A MONEY JUDGMENT AGAINST ANY OBLIGOR ON THIS AGREEMENT, HOLDER'S RIGHT TO APPEAR AND CONFESS JUDGMENT FOR AMOUNTS DUE, INCLUDING THE PAYMENT AND REIMBURSEMENT OF ATTORNEYS' FEES AND COSTS ARISING AFTER THE ENTRY OF JUDGMENT (INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COSTS INCURRED TO COLLECT THE JUDGMENT OR LIQUIDATE AND COLLECT ANY COLLATERAL PLEDGED IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER GRANT DOCUMENTS) SHALL NOT BE**

**EXTINGUISHED BY OR MERGED INTO ANY SUCH JUDGMENT BUT SHALL SURVIVE THE JUDGMENT AS A CLAIM AGAINST ANY SUCH OBLIGOR AND ANY SUCH COLLATERAL.**

**EACH OBLIGOR ON THIS AGREEMENT HEREBY WAIVES AND RELEASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PROCEDURAL ERRORS AND ALL RIGHTS OF EXEMPTION, APPEAL, STAY OF EXECUTION, INQUISITION, AND EXTENSION UPON ANY LEVY ON REAL ESTATE OR PERSONAL PROPERTY TO WHICH SUCH OBLIGOR MAY OTHERWISE BE ENTITLED UNDER THE LAWS OF THE UNITED STATES OF AMERICA OR OF ANY STATE OR POSSESSION OF THE UNITED STATES OF AMERICA NOW IN FORCE AND WHICH MAY HEREINAFTER BE ENACTED.**

**THIS SECTION 30 SHALL NOT APPLY TO GOVERNMENT AGENCIES.**

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**WITNESS** the hands and seals of the Department and the Grantee, with the specific intention of creating a document under seal.

**WITNESS/ATTEST:**

**CITY OF SALISBURY**

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Name: Mr. Jacob R Day  
Title: Mayor

**DEPARTMENT OF HOUSING AND  
COMMUNITY DEVELOPMENT**, a principal  
department of the State of Maryland

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Owen McEvoy, Acting Secretary

\_\_\_\_\_  
Date Executed on behalf of the Department/  
Effective Date

Approved for form and  
Legal sufficiency

\_\_\_\_\_  
Assistant Attorney General

**Exhibits:**

- Exhibit A - Project Description, Additional Information, and Special Conditions
- Exhibit B - Project Budget
- Exhibit C - Project Schedule

**EXHIBIT A - SDF-2023-Salisbury-00023**

**PROJECT DESCRIPTION, ADDITIONAL INFORMATION, AND SPECIAL CONDITIONS**

**Project Name:**

Union Railway Station Stabilization

**1. Project Description:**

Stabilization and exterior rehabilitation of the 1913 Union Railway Station building on Railroad Avenue, to allow for future development, culminating ultimately in the creation of a hub along the Salisbury Rail Trail.

**2. Project Address(es):**

The project will take place at 611 East Railroad Avenue, Salisbury, MD 21804.

**3. Additional Information:**

The City of Salisbury intends to utilize SDF funds to stabilize Union Station, a historically significant building. Work to be completed includes stabilization of the slate roof, gutter system, windows, doors and structural framing. Brick, mortar and cast concrete cornice repairs and/or replacements will be completed and as a result the building will be stabilized and weather tight. Grading and hardscaping work will also be completed to avert water away from the building's foundation.

**4. Additional Financing (Evidence and Use of Funding Sources):**

The DHCD contribution will be \$500,000 from the Strategic Demolition Fund. The City of Salisbury will provide an in-kind contribution of \$5,000 in the form of staffing. Total project cost: \$505,000.

**5. Special Conditions:**

If Grantee is (a) a corporation, foundation, school, hospital, or other legal entity for which none of the net earnings inure to the benefit of any private shareholder or individual holding an interest in the entity; and (b) eligible for a State benefit of at least \$1,000,000 of capital funding (in the aggregate, including amounts received from all Department programs), then Grantee shall comply with §19-105 of the Business Regulation Article and COMAR 24.01.07 (together, the “**Corporate Diversity Act**”) by providing the Department with the Corporate Diversity Addendum (the “**Addendum**”) described by the Corporate Diversity Act or an affidavit (the “**Affidavit**”) attesting that Grantee is not required to submit the Addendum, each in the form provided by the Department. If Grantee is required to submit the Addendum, Grantee certifies that it meets at least 33 percent of the diversity indicators listed in the Addendum. Grantee shall keep complete and accurate records supporting the facts in the Addendum or the Affidavit, as applicable, for a period of 5 years from the date of this Agreement. If any representation made by Grantee in the Addendum or the Affidavit is false when made, the Department may cancel the Grant in whole or in part, require repayment of the Grant, or seek any other remedy available by law. Capitalized terms used in this paragraph but not defined in the Agreement shall have the meanings set forth in the Corporate Diversity Act.

**EXHIBIT B - SDF-2023-Salisbury-00023**  
**PROJECT BUDGET**

**Project Name:**  
 Union Railway Station Stabilization

| USE OF FUNDS BY ACTIVITY             | AWARD FUNDS      |                  | OTHER SOURCES OF FUNDS   |                                     |                     | TOTALS BY ACTIVITY |
|--------------------------------------|------------------|------------------|--------------------------|-------------------------------------|---------------------|--------------------|
|                                      | Capital Amount   | Operating Amount | Applicant's Contribution | Name(s) of Other Source(s)          | Other Source Amount |                    |
| Site Pre-Dev: Acquisition            | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Site Pre-Dev: Arch/Eng Design        | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Site Pre-Dev: Demolition             | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Site Pre-Dev: Infrastructure         | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Site Pre-Dev: Stabilization          | \$500,000        | \$0              | \$0                      |                                     | \$0                 | \$500,000          |
| Site Dev: New Construction           | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Site Dev: Rehabilitation/ Renovation | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Operations: Studies and Planning     | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Operations: Proj Admin (Cash)        | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Operations: Proj Admin (In-Kind)     | \$0              | \$0              | \$0                      | In-kind staffing, City of Salisbury | \$5,000             | \$5,000            |
| Other (a):                           | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Other (b):                           | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Other (c):                           | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| Other (d):                           | \$0              | \$0              | \$0                      |                                     | \$0                 | \$0                |
| <b>TOTALS:</b>                       | <b>\$500,000</b> | <b>\$0</b>       | <b>\$0</b>               |                                     | <b>\$5,000</b>      | <b>\$505,000</b>   |

**Total Award: \$500,000**  
**Total Project Cost: \$505,000**





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ORDINANCE No. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF SALISBURY TO 1) AUTHORIZE THE MAYOR TO ENTER INTO A CONTRACT WITH THE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$500,000; 2) AUTHORIZE THE MAYOR TO ENTER INTO A SUB RECIPIENT AGREEMENT WITH RAILROAD AVENUE INVESTMENTS, LLC; AND 3) TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THE AFOREMENTIONED FUNDS TO BE USED FOR ELIGIBLE EXPENSES ASSOCIATED WITH THE UNION RAILWAY STATION STABILIZATION PROJECT.

WHEREAS, the 1913 Union Rail Station (“**Union Station**”) is a building of historical significance in the City of Salisbury (the “**City**”), and the State of Maryland; and

WHEREAS, Union Station has fallen into disrepair, and is located in and among the blighted area of the Railroad Avenue corridor; and

WHEREAS, the City’s Rail to Trail project and the City Bicycle Master Plan extends the bicycle trail system into the Railroad Avenue corridor, making the area prime for redevelopment; and

WHEREAS, the City desires to stabilize the structural integrity of Union Station and restore the building to allow for the resumption of commercial enterprises and uses, as well as the creation of a comfort station along the Salisbury Rail Trail; and

WHEREAS, coupling the rail trail extension with the rehabilitation of Union Station will contribute to the revitalization of the Railroad Avenue corridor and surrounding community by promoting public safety, improving a blighted neighborhood, revitalizing a historically significant district, and creating additional cultural activities and jobs.

WHEREAS, the City of Salisbury in July 2022 submitted a Maryland State Revitalization Programs Grant application to the Department of Housing and Community Development (“**DHCD**”) for financial assistance in carrying out community development activities, specifically to provide assistance with the stabilization of the Union Station; and

WHEREAS, DHCD, a principal department of the State of Maryland, has awarded Strategic Demolition Grant funds in the amount of \$500,000 to the City (the “**Grant Funds**”); and

WHEREAS, the City of Salisbury must enter into a grant agreement with DHCD defining how the Grant Funds are to be expended; and

WHEREAS, the City of Salisbury is sub-granting the Grant Funds to Railroad Avenue Investments, LLC to perform the restoration in accordance with DHCD directives; and

WHEREAS, the City of Salisbury must, in turn, enter into a sub-recipient agreement with Railroad Avenue Investments, LLC defining how the Grant Funds are to be expended; and

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

52           **WHEREAS**, appropriations necessary to execute the purpose of this grant must be made upon the  
53 recommendation of the Mayor and the approval of four-fifths of the Council of the City of Salisbury.  
54

55           **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE**  
56 **CITY OF SALISBURY, MARYLAND**, as follows:  
57

58           **Section 1.** Mayor John R. Heath is hereby authorized to enter into a grant agreement with the  
59 Department of Housing and Community Development, on behalf of the City of Salisbury, for the City’s  
60 acceptance of grant funds in the amount of \$500,000.  
61

62           **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
63 **SALISBURY, MARYLAND**, as follows:  
64

65           **Section 2.** Mayor John R. Heath is hereby authorized to enter into a sub-recipient grant agreement with  
66 Railroad Avenue Investment, LLC for the purpose of expending these grant funds.

67           **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**  
68 **SALISBURY, MARYLAND**, as follows:  
69

70           **Section 3.** The City of Salisbury’s Grant Fund Budget be and hereby is amended as follows:

71           (a) Increase DHCD Revenue Account No. 12800–423300–XXXXX by \$500,000.

72           (b) Increase Subrecipient - Railroad Investments LLC Expense Account No. 12800–569314–  
73 XXXXX by \$500,000.  
74

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

77           **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of  
78 this Ordinance shall be deemed independent of all other provisions herein.

79           **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any  
80 section, paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional  
81 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the  
82 section, paragraph, subsection, clause or provision so adjudged and all other provisions of this Ordinance shall  
83 remain and shall be deemed valid and enforceable.

84           **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if  
85 such recitals were specifically set forth at length in this Section 6.

86           **Section 7.** This Ordinance shall take effect from and after the date of its final passage.  
87

88           **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of  
89 Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
90 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council of  
91 the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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93 **ATTEST:**  
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\_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

\_\_\_\_\_  
**Muir Boda, City Council President**

Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
**John R. Heath, Mayor**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

TO: City Council  
FROM: Kimberly Nichols, City Clerk  
DATE: March 28, 2023  
SUBJECT: Service and Equipment Lease Agreement with Wicomico County Board of Elections

---

Attached for your consideration is a resolution authorizing Mayor John R. Heath and City Council President Muir W. Boda to sign a service and equipment lease agreement to lease Digital Scan (DS) voting units, Optical Scan (OS) voting units, and other equipment and services from the Wicomico County Board of Elections for the City of Salisbury's municipal elections, scheduled for November 7, 2023. This lease is signed by the City and WCBOE each election year.

This lease agreement has been reviewed and approved by the City's Legal Department and the Wicomico County Board of Elections.

If you have any questions, please let me know.

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**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF SALISBURY TO APPROVE A SERVICE AND EQUIPMENT LEASE AGREEMENT BETWEEN THE CITY OF SALISBURY AND THE WICOMICO COUNTY BOARD OF ELECTIONS.**

WHEREAS, the City of Salisbury, Maryland believes it is in the best interest of the citizens of the City of Salisbury to delegate authority to the Wicomico County Board of Elections to conduct City elections.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Salisbury, hereby approves a two-year Service and Equipment Lease Agreement between the City of Salisbury and the Wicomico County Board of Elections, a copy of which is attached hereto as **Exhibit A**, and authorizes Acting Mayor John R. Heath and Council President Muir W. Boda to execute this Agreement on behalf of the City of Salisbury.

THIS RESOLUTION was introduced and duly passed at a meeting of the City Council of the City of Salisbury held on the \_\_\_\_ day of \_\_\_\_\_ 2023, and is to become effective immediately upon adoption.

ATTEST:

\_\_\_\_\_  
Kimberly R. Nichols  
City Clerk

\_\_\_\_\_  
Muir W. Boda  
Council President

APPROVED BY ME THIS

\_\_\_\_\_ day of \_\_\_\_\_ 2023

\_\_\_\_\_  
John R. Heath  
Acting Mayor

**DRAFT 3/21/2023**

**WICOMICO COUNTY BOARD OF ELECTIONS  
SERVICE AND EQUIPMENT LEASE AGREEMENT  
WITH THE CITY OF SALISBURY**

**THIS SERVICE AND EQUIPMENT LEASE AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Wicomico County Board of Elections hereinafter referred to as the **Board** and the City of Salisbury, a Municipal Government hereinafter referred to as **Lessee**.

**RECITALS**

**WHEREAS**, Lessee desires to lease Digital Scan (DS) voting units and other equipment and services from the Board for the Lessee’s municipal elections which are scheduled as follows:

**City of Salisbury – General Election – Tuesday, November 7, 2023**

**WHEREAS**, the Board has been permitted by the State of Maryland, through the Maryland State Board of Elections (SBE), to lease the DS-200 voting units to Maryland Municipal Governments for the purposes of municipal elections; and

**WHEREAS**, the parties desire to enter into this Service and Equipment Lease Agreement which defines their respective rights, duties, and liabilities relating to the DS-200 voting units.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Board and Lessee hereby agrees as follows:

**ELECTIONS**

The Board shall perform the duties delegated to it by Article VI, Elections, of the City Charter and, Title I, Chapter 1.08 of the Salisbury Municipal Code, for each General, Primary and Special Election held in the City during the time period covered by this Service and Lease Agreement as described herein, and that the “Petitions” described in the City Charter and the Salisbury Municipal Code shall be processed according to the paragraph entitled Petitions under Section 1.3 of this agreement. The obligations of the Board and Lessee are as follows:

**1. OBLIGATIONS OF THE BOARD**

1.1 The Board agrees to lease to and the Lessee agrees to lease from the Board twelve (12) DS-200 voting units and five (5) BMD (ADA) voting units. Two DS- 200 and one BMD (ADA) voting units will be utilized at each polling place, as follows:

**District One**

Fire Station #16, 325 Cypress Street, Salisbury MD 21801

**District Two**

Oak Ridge Baptist Church, 361 Tilghman Road, Salisbury MD 21804  
Mailing address 347 Tilghman Road, Salisbury, MD 21801

**District Three**

Asbury United Methodist Church, 1401 Camden Avenue, Salisbury MD 21801

**District Four**

Wicomico Presbyterian Church, 129 Broad Street, Salisbury MD 21801

**District Five**

Deaf Independent Living Association (DILA), 806 Snow Hill Road, Salisbury MD 21804

**Canvasses – Absentee 1, Provisional, Absentee 2**

3 DS-200 units at Board of Elections office, 345 Snow Hill Road, Salisbury MD

- 1.2 The Board will provide the materials necessary for the proper use of the OS and ADA voting units to conduct the Election, including but not limited to Electronic Pollbooks, Supervisor Cards, power and network cords, and miscellaneous supplies.
- 1.3 The Board agrees to provide the following additional services to the Lessee:

**Street File Verification**

Prior to any Election, the City Clerk and a staff member from the Board shall verify the street file listing by street name, as well as numerical low, high address range, from the Statewide voter registration system.

**Petitions**

The Wicomico County Board of Elections is not required by law or by this agreement to verify any petition filed with a Municipality. The parties hereto acknowledge that the City of Salisbury assumed the responsibility of petition verification for their municipality effective August 2, 2003. Upon receipt of a written request, the Board will permit the City Clerk and one City staff person to utilize our Statewide Voter Registration System module for the verification of their petitions on a case by case basis in the office of the Wicomico County Board of Elections.

- 1.4 For services rendered, the City agrees to be responsible to pay unto the herein after referred entity or individual(s), as follows:

The Board will receive, directly from the City, the hourly rate applicable to the employee(s) providing the services. Said hourly rate will be calculated to include the value of all benefits for all time expended during normal working hours of said employee.

Staff members of the Board will receive, directly from the City, their hourly rate in accordance with the State of Maryland Standard Salary Schedule for any and all work performed on their personal time. (Personal time is all time expended by an employee in excess of the regular 40 hours per week. Personal time shall be paid at the rate of 1.5 times the standard hourly rate per COMAR 17.04.02.08.) The Election Director shall attempt to use county time (the regular 40-hour work week) whenever possible in lieu of personal time; however, it is understood and agreed by the parties to this agreement that the Election Director's decision concerning duties during the standard 40-hour work week shall be final.

**Adjustments to Minimum Wage and/or COLA Increases**

All parties to this agreement agree that any Maryland State Minimum Wage and/or COLA increases or step increases authorized by the State of Maryland



shall be applied to and incorporated in this agreement and the hourly rate shall be adjusted to reflect any authorized increases made by the State of Maryland.

- 1.5 Should the Lessee elect to obtain services for the pre-election, election day or post-election support from any other source other than the Board, that source must be approved in advance by the SBE and the Board.

**2. OBLIGATIONS OF THE LESSEE**

- 2.1 Lessee agrees to secure and control all items provided under this Equipment Lease Agreement in accordance with guidance and direction issued by the Maryland State Board of Elections (SBE) and/or the Board.
- 2.2 Lessee agrees for the Board to conduct the election in accordance with the Salisbury Municipal Code.
- 2.3 Lessee agrees to secure acceptable polling place locations through Rental Agreements which will meet the requirements for the proper operation of the OS and ADA voting units.
- 2.4 Lessee agrees to pay Election Systems & Software, Inc. (ES&S) the cost of transporting the DS-200 and BMD (ADA) voting units and the polling place delivery carts from the Board's storage facility at 345 Snow Hill Road, Salisbury, Maryland, to the polling locations in Section 1.1, as designated before the Election, and returning them to the Board's storage facility after the Election, at a cost charged by the contracted hauler. ES&S shall bill the Lessee for such transportation directly to the Lessee and Lessee agrees to pay such bill promptly upon receipt.
- 2.5 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under the Lease shall be used only for election purposes.
- 2.6 Lessee agrees that the DS-200 and BMD (ADA) units and other equipment provided under this Lease shall be located at the polling places specified in Section 1.1 and may be inspected at those locations by SBE and/or the Board between the hours of 7 AM and 7 PM, on Election Day. Otherwise, OS and ADA voting units will be available for inspection at 345 Snow Hill Road, Salisbury, Maryland from 8:00 AM to 4:30 PM.
- 2.7 Lessee agrees that when the Election is being conducted, the DS-200 and BMD (ADA) voting units and other equipment provided under this Lease shall be under the visual supervision of a Chief Election Judge and/or municipal liaison. At all other times, the DS-200 and BMD (ADA) voting units and the other equipment provided under this Lease shall be closed and sealed, and stored in an access-controlled area whereby only authorized personnel have access.
- 2.8 Lessee agrees that it shall not sub-lease or otherwise make available to any other person or entity the DS-200 and BMD (ADA) voting units and/or the other equipment provided under this Lease.
- 2.9 The Election Officials shall keep a record of and report to the Board the protective counter settings on all equipment. Said records shall be taken when the

DS-200 and BMD (ADA) voting units are unsealed before use as well as after the DS-200 and BMD (ADA) voting units have been used before being resealed.

- 2.10 Lessee designates **Kimberly Nichols, City Clerk**, as Lessee's single point of contact for purposes of this Lease and the use of any DS-200 and BMD (ADA) voting units or other equipment or services provided under this Lease.

### **3. CONDUCT OF ELECTION**

- 3.1 All aspects of the Election will continue to be conducted by the Board. Nothing in this Agreement may be construed to make the State of Maryland (the State), the SBE, and/or the Board responsible for the Election. Neither the State, nor SBE is responsible for the administration or supervision of, nor any costs associated with conducting this Election.
- 3.2 Lessee agrees to indemnify the Board, SBE, and the State of Maryland against any and all liability for any suits, actions, or claims of any character arising from or relating to the Lease or use by Lessee of any equipment provided under this Lease. Should litigation be promulgated by any party involving a Municipal election, referendum or other contest involving a Municipal election, and the Election Director and/or the Board be named in said litigation, the Lessee agrees to bear costs to defend said litigation, including the costs for the legal representation of the Election Director, the Board and all charges generated by the Attorney for the Board, who acted at the direction of the Board concerning said litigation.
- 3.3 Delivery and return of the DS-200 and BMD (ADA) voting units will be scheduled by ES&S and its contracted hauler, with delivery to be completed no later than 4:30 PM on the Monday before the Election and pick-up no later than 4:30 PM on the Wednesday after the Election has been held. Other equipment provided under this Lease Agreement will be delivered and returned by the Chief Judges on election night after the polls close.
- 3.4 Lessee shall be liable for any loss or damage to the DS-200 and BMD (ADA) voting units and/or any other equipment provided under this Lease at all times that such equipment is within the control of Lessee or its agents. Lessee will not be responsible for loss of or damages to any items while they are in the control of ES&S.
- 3.5 Lessee expressly acknowledges and agrees to respect the intellectual property rights of ES&S in the system components, and will not make any use of those components or documents and materials generated through the use of the components that the State would not be permitted to make under the contract between SBE and ES&S. All documents and materials prepared by a system or by ES&S solely for purposes of the Election shall be the sole property of Lessee and shall be available to Lessee at any time, and Lessee may use such documents and materials without restriction and without compensation, except as provided elsewhere in this Agreement or in separate agreements between Lessee and the Board.

- 3.6 Lessee is insured by the **Local Government Insurance Fund**, in accordance with State Board Municipal Information requirements. The certificate of insurance shall name the SBE and the Board as additional loss payees.
- 3.7 Lessee agrees that all absentee ballots must be printed by ES&S or by a local printer approved and certified by ES&S. ES&S may impose deadlines for the certification of a printer and for steps in the process for producing absentee ballots. Lessee covenants and agrees to be responsible for all costs associated with creation of the absentee ballots and shall pay the vendor directly for production and printing services.
- 3.8 The Lessee agrees for the Board to provide adequate training of election officials and poll workers and the appropriate voter education and instructions for conducting the elections.

**4. MISCELLANEOUS**

Property Tax Map

The City shall provide to the Board a complete copy of the Property Tax Map Book that currently is published for the City Public Works Department. In addition, thereto, the City shall provide to the Board all updates to the Property Tax Map Book as soon as they are available, for so long as this agreement is in effect.

- 4.1 This Lease is entered into under the Law of Maryland and shall be construed, applied and performed in accordance with the laws of the State of Maryland, including, but not limited to, the laws, ordinances, and regulations of Wicomico County, Maryland. The Maryland Uniform Computer Information Transactions Act, Commercial Law Article, Title 22, Annotated Code of Maryland, does not apply.
- 4.2 All parties to this Agreement consent to jurisdiction and venue in the court system for Wicomico County, Maryland.
- 4.3 This Agreement, which includes services delineated by the Municipal Election Questionnaire constitutes the entire agreement between the parties with respect to this subject matter, supersedes all previous communications, representations and understandings, whether oral, written, electronic or otherwise, and may be amended only by a written document that is signed by an authorized representative of the Board and Lessee.
- 4.4 If any part of this Agreement is found by a court of competent jurisdiction to be invalid, unenforceable or voidable, such invalidity, enforceability or voidability shall not affect the validity or enforceability of the remainder of the Agreement.
- 4.5 In the event that the Lease of the DS-200 and BMD (ADA) voting units and/or the other equipment leased pursuant to this Lease conflict with, or limit the use of said equipment by the Board for any election conducted under the Election Law Article, the Board may declare this Lease null a void and of no further effect without liability of any kind. If the Board declares this Lease void, Lessee shall immediately return said equipment to the Board at the direction of the Board.

4.6 Duration of Agreement

The term of this Service and Equipment Lease Agreement shall be for a period of two years beginning July 1, 2023, with a termination date of June 30, 2024, at midnight.

**5. ADDITIONAL LEASE TERMS**

5.1 The Board will conduct the election in accordance with the most current Maryland State Board of Elections guidelines, including adherences to the Municipal Leasing Standards.

5.2 This agreement is subject to Maryland law and Title 22, Maryland Uniform Computer Information Transactions Act, of the Commercial Law Article of the Annotated Code of Maryland is inapplicable.

5.3 The State of Maryland is not responsible for the administration of or supervising of, or for any costs associated with conducting, an election not governed by the Election Law Article.

5.4 The lessee will provide all power necessary for proper operation of those components being leased.

5.5 The lessee will provide the schedule for delivery and return of system components to the Board when available from ES&S.

**IN WITNESS WHEREOF**, the said parties have hereunto subscribed their names and affixed their seals the day and year first above written.

|                                  |   |
|----------------------------------|---|
| <b>Attest:</b>                   | <b>City of Salisbury</b>                  |
| X                                | X   |
| Kimberly Nichols, City Clerk     | James Heath, Mayor                        |
| <hr/>                            |   |
| Date                             | Date                                      |
| <hr/>                            |   |
| <b>Attest:</b>                   | <b>City of Salisbury</b>                  |
| X                                | X   |
| Kimberly Nichols, City Clerk     | Muir Boda, City Council President         |
| <hr/>                            |   |
| <b>Attest:</b>                   | <b>Wicomico County Board of Elections</b> |
| X                                | X   |
| Dionne Church, Election Director | Brad Bellacicco, Board President          |
| <hr/>                            |   |
| Date                             | Date                                      |
| <hr/>                            |   |



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

TO: City Council  
FROM: Kimberly Nichols, City Clerk  
DATE: April 12, 2023  
SUBJECT: Amending 1.08- ELECTION BOARD and 1.12- CITY CAMPAIGN ADVERTISING

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The City of Salisbury Election Board met with Legal to review the City Charter and Code pertaining to Elections. I concur with the following recommendations to update and clarify the Code:

**1.08 CITY OF SALISBURY ELECTION BOARD**

- Change the name of the Board to City of Salisbury Election Board for consistency
- Replace "absentee" ballot language with "mail-in" ballot to be consistent with the State
- Clarify the duties of the Board
- Remove reference to the Primary since the City eliminated primary elections
- To designate the preparation of election maps by the Information Services Department

**1.12 CITY ELECTION CAMPAIGN ADVERTISING AND FINANCE**

- Update the name for clarification
- Add language to include referendums in campaign advertising and finance
- Strike phrase "Financial Disclosure Statement" and replace with "Campaign Finance Report" to avoid confusion. The financial disclosure statement is a different document.

If you have any questions about the attached ordinance, please let me know. Otherwise, please approve including this in an upcoming Legislative Session.



49 1.08.010 Definitions.

50 As used in this chapter, the following terms shall have the meaning as indicated:

51 "City board" **or "city board"** means the ~~city election board~~ **City of Salisbury Election Board**  
52 provided for in Section SC6-2 of the Charter.

53 "County board" means the Wicomico County board of elections.

54  
55

56 1.08.020 Duties of the city ~~election~~ board.

57 The city board shall generally supervise the conduct of the system of appointment and registration,  
58 nomination by petition, ~~and~~ general and special elections, **and other petitions** in accordance with the  
59 provisions of the City Charter and ordinances of the council; specifically including the following duties:

- 60 A. Observe polls;
- 61 B. Observe opening of ~~absentee~~ **mail-in** ballots;
- 62 C. Hear contests concerning voting and the validity of any ballot; **and**
- 63 **D. Ensure compliance with campaign advertising and finance as described in Chapter 1.12 of**  
64 **the Code.**

65

66 1.08.030 Transfer of certain city board functions and duties to the Wicomico County board of elections.

67 The following duties, powers and functions assigned by the Charter and code to the city ~~election~~ board  
68 ~~shall~~ **may** be delegated to the ~~Wicomico County board of elections~~ **County board:**

- 69 A. Salisbury Municipal Code Section 1.08.090, Furnishing of certified list of voters;
- 70 B. Salisbury Municipal Code Section 1.08.100, Hiring of clerical assistance;
- 71 C. Salisbury Municipal Code Sections 1.08.190 through 1.08.270, inclusive, ~~Absentee~~ **Mail-in**  
72 ballots, except where specifically designated as duties of city board;
- 73 D. Salisbury Municipal Code Sections 1.08.060 through 1.08.090, and 1.08.150 through 1.08.180,  
74 inclusive, Registration and inspection sections.
- 75 E. Such other functions of the city board as are necessary for the conduct of elections.

76

77 1.08.040 Payment to county board members and election personnel for election-related services.

78 The city treasurer is authorized to pay to the county board staff such sums for the performance of  
79 certain duties involved in the conduct and supervision of city elections as may be mutually agreed upon  
80 between the city **board** and county board.

81

82 1.08.050 Delivery and recording of oaths of office by city clerk.

83 The clerk of the circuit court shall administer an oath of office to the members of the city board and  
84 the oath of office shall be recorded by the city clerk among the minutes of the city council.

85 1.08.060 System of permanent registration established.

86 There shall be a registration of the voters of Salisbury on a daily basis, Monday through Friday  
87 inclusive, during normal business hours, exclusive of state and national holidays. No person shall be  
88 allowed to vote at any municipal election unless he or she shall be registered.

89

90 1.08.070 Removal or omission from active registration files.

91 Any person who shall believe that his or her name has been erroneously removed or omitted from the  
92 active registration files of the city shall make complaint to the city board. The city board shall investigate  
93 the complaint, and, if found to be justified, appropriate action shall be taken to correct the error. The  
94 decision of the city board shall be final, but if adverse to the complainant, the latter shall have the right to  
95 appeal to the circuit court of Wicomico County within ten days after the date of such determination.

96

97 1.08.080 Public inspection of registration records.

98 The registration records shall be open to public inspection under reasonable regulations of the county  
99 board.

100

101 1.08.090 Furnishing of certified list of voters.

102 The county board shall furnish to anyone making written application therefor, within ten days after  
103 such application has been received, the names, addresses, and political affiliation of all persons registered  
104 in any election precinct of the city, in accordance with the fee structure established by the county board.

105

106 1.08.100 Hiring of clerical assistance.

107 The county board with the consent of the city council, may hire such clerical assistance as it may  
108 require in the performance of the duties assigned to it by this chapter.

109

110 1.08.110 Additional registrations by same voter prohibited.

111 No person being a registered voter of the city shall knowingly and corruptly register or attempt to  
112 register a second or additional time as a voter of the city.

113

114 1.08.120 False answers to material questions prohibited.

115 No person shall knowingly make a false answer to any material question required to be answered for  
116 the purpose of registration.

117

118 1.08.130 Falsification or removal of records.

119 No person shall knowingly and corruptly falsify or remove any registration record of the city.

120



121 1.08.140 Aiding or abetting in commission of prohibited acts prohibited.

122 No person shall procure, aid or abet any person in the commission of an act prohibited in this chapter.

123

124 1.08.150 Office hours established for registration.

125 The county board shall keep its office ~~in the county court house~~ opened for registration of city voters  
126 during regular business hours of eight a.m. to four-thirty p.m. on all regular business days, except such  
127 days, if any, immediately preceding the holding of state, county or city elections as may be designated by  
128 the county board or the city board for its purposes in examining and verifying the registry books and  
129 delivering same to the precincts for use during such elections.

130

131 1.08.160 Access to city records.

132 The county board shall give the city board access to the city records at any and all reasonable times  
133 as may be requested by the city board for its purposes.

134

135 1.08.170 Registration by mail.

136 A voter registration by mail program shall be established and administered by the county board. Such  
137 registration shall be conducted in accordance with the current Maryland State law and regulations governing  
138 county registration by mail.

139

140 1.08.180 Registration for county election automatically registers for city election.

141 The county board is authorized to automatically register any and all eligible voters of the city who  
142 register with the Wicomico County board for eligibility to vote in county elections.

143

144 1.08.190 ~~Absentee~~ **Mail-in** ballot—Who may vote.

145 A. Any registered voter who is an employee of the county board, including any judge appointed under  
146 this chapter who, as a condition of his employment on any election day, is required to be absent from  
147 the precinct in which he is registered to vote and who chooses to vote shall cast his vote by ~~an absentee~~  
148 **a mail-in** ballot provided by the county board.

149 B. A registered voter may vote by ~~absentee~~ **mail-in** ballot under this section if the voter is unable ~~for~~  
150 ~~sufficient reason~~ to be present and personally vote at the polls on election day.

151

152 1.08.200 Late ~~absentee~~ **mail-in** ballots—Voter assistance.

153 A. Application for Ballot.

154 1. After the Tuesday preceding an election and on the day of the election prior to the time the polls  
155 close, any person registered and otherwise qualified to vote may apply, in person or through a  
156 duly authorized agent, as authorized in subsection (A)(4) of this section, who appears in person,

157 at the office of the county board for a late emergency ~~absentee~~ **mail-in** ballot if the voter is within  
158 the provisions of Section 1.08.190.

159 2. The application shall be made under penalty of perjury but without formal oath. The late ~~absentee~~  
160 **mail-in** ballot shall contain an affidavit, which need not be under oath but which shall set forth  
161 such information, under penalty of perjury, as may be required by the county board.

162 3. Upon receipt of the application, the county board, if satisfied that the person cannot, in fact, be  
163 present at the polling place on the day of the election, shall issue to the applicant, or his duly  
164 authorized agent, ~~an absentee~~ **a mail-in** ballot which shall be marked by the voter, placed in a  
165 sealed ballot envelope, and returned to the county board in the envelope provided for that  
166 purpose.

167 4. If the applicant does not apply in person, the applicant shall designate a voter registered in the  
168 city as agent for the purpose of delivering the ~~absentee~~ **mail-in** ballot to the vote, and the agent  
169 shall execute an affidavit under penalty of perjury that the ballot was delivered to the voter who  
170 submitted the application, was marked by the voter in the agent's presence, was placed in a sealed  
171 envelope in the agent's presence and returned, under seal, to the county board by the agent.

172 5. Any late ~~absentee~~ **mail-in** ballot received by the county board shall be considered timely if  
173 received in accordance with Section 1.08.280(C).

174 B. Assistance in Marking Ballot, Etc. Any registered voter who requires assistance to vote by reason of  
175 blindness, disability or inability to read the English language or write may be given assistance by a  
176 person of the voter's choice, not to include the voter's employer or agent of that employer or officer  
177 or agent of the voter's union. Any person rendering assistance pursuant to this subsection shall execute  
178 a certificate to be included in the instructions prescribed by Section 1.08.260.

179

180 1.08.210 Elections in which ~~absentee~~ **mail-in** voters may vote.

181 This chapter applies to all special, ~~primary~~ and general elections held in any year in the city.

182

183 1.08.220 Application for ~~absentee~~ **mail-in** ballots.

184 Except as provided in Section 1.08.190, a qualified voter desiring to vote at any election as ~~an absentee~~  
185 **a mail-in** voter shall make application in writing to the county board for ~~an absentee~~ **a mail-in** ballot, which  
186 application must be received not later than the Tuesday preceding the election. The application shall contain  
187 an affidavit, which need not be under oath but which shall set forth such information, under penalty of  
188 perjury, as may be required by the county board.

189

190 1.08.230 Application forms.

191 Printed forms of application for ~~absentee~~ **mail-in** ballots in accordance with the requirements of this  
192 section shall be provided by the county board and shall be available to any qualified voter upon request.

193

194 1.08.240 Determination of ~~absentee~~ **mail-in** voters' applications—Delivery of ballots.

195 A. Rejection of Application. Upon receipt of an application containing the affidavit, the county board  
196 shall reject the application upon the decision of the election director and, when rejected, shall notify

197 the applicant of the reason therefor if it is determined upon inquiry that the applicant is not legally  
198 qualified to vote at the election as ~~an absentee~~ **a mail-in** voter.

199 B. Delivery of Ballot. If the applicant is a qualified voter as stated in his affidavit, the county board shall,  
200 as soon as practicable thereafter, deliver to him, or his duly authorized agent, at the office of the county  
201 board, or mail to him at an address designated by him, ~~an absentee~~ **a mail-in** voter's ballot and an  
202 envelope therefor. If the applicant is one with respect to whom free postage privileges are provided  
203 for by the federal Uniformed and Overseas Citizens Absentee Voting Act, or any other federal law,  
204 rule or regulation, the county board shall take full advantage of these privileges; in all other instances,  
205 postage for transmitting ballot material to voters shall be paid by the county board and postage for the  
206 return of ballots shall be paid by the voters. If the ballots are to be sent by mail, the determinations  
207 required in subsection A of this section shall be made in such time as will allow for the sending and  
208 return of the ballots by regular mail, or airmail, depending on the mailing address and including at  
209 least one secular day for marking the ballots and completing the affidavit. All investigations shall be  
210 concluded and any determinations made as to all ~~absentee~~ **mail-in** ballot applications not later than  
211 five days before election day.

212 C. Record of Applications Received and Ballots Delivered.

213 1. The county board shall keep applications for ~~absentee~~ **mail-in** voters' ballots as they are received,  
214 showing the date and time received, the names and residences of the applicants and such record  
215 shall be available for examination by any registered voter on written application to the county  
216 board.

217 2. After approval of an application for ~~an absentee~~ **a mail-in** ballot and the mailing to the applicant  
218 of an ~~absentee~~ **a mail-in** ballot, then, unless an electronically reproduced precinct register is  
219 used, the voter's authority card in the precinct binder shall be removed and retained in the office  
220 of the county board. A marker shall be placed in the regular precinct binder with the voter's name  
221 and recording the fact that ~~an absentee~~ **a mail-in** ballot has been mailed. If an electronically  
222 reproduced precinct register is used, a distinctive line shall be drawn through the voter's name  
223 on the list in red. No such voter shall vote or be allowed to vote in person at any polling place.

224 D. One Ballot to an Applicant. Not more than one ~~absentee~~ **mail-in** ballot shall be mailed to any one  
225 applicant unless the county board has reasonable grounds to believe that the ~~absentee~~ **mail-in** ballot  
226 previously mailed has been lost, destroyed or spoiled.

227

228 1.08.250 Ballots for ~~absentee~~ **mail-in** voters.

229 A. Printing of Ballots, Envelopes and Instructions. In sufficient time prior to any election, the county  
230 board shall have printed an adequate number of ~~absentee~~ **mail-in** ballots, the three kinds of envelopes  
231 described in this section and the instructions to ~~absentee~~ voters as set out in Section 1.08.260.

232 1. ~~Absentee~~ **Mail-in** ballots in the discretion of the county board may be in the form either of paper  
233 ballots kept together in a covering folder, provided that all ~~absentee~~ **mail-in** ballots shall be in  
234 the same form.

235 B. Form of Ballots. All ballots shall contain the words "~~Absentee~~ **Mail-in** Ballot" or "Official Ballot",  
236 shall be printed in large letters in clear space at the top of each ballot and on any covering folder  
237 instructions to the voters shall be printed as follows:

238 1. If paper ballots are used, instructions shall be printed on the ballot for completing the ~~absentee~~  
239 **mail-in** ballot in accordance with the current voting system in use.

240 C. Envelopes. The county board shall prescribe the size, form and printed content of the ~~absentee~~ **mail-**  
241 **in** ballot material envelopes, providing for a "covering envelope," a "ballot envelope" and a "return  
242 envelope."

243

244 1.08.260 Instructions to voters.

245 The printed instructions for the casting of ~~absentee~~ **mail-in** ballots shall be prescribed by the county  
246 board and it shall prescribe separate instructions for paper ballots.

247

248 1.08.270 Provisional ballots.

249 The city board shall authorize the county board to administer provisional voting and canvass the  
250 provisional ballots pursuant to state law and regulations provided the provisional voting does not conflict  
251 with City Election Code.

252

253 1.08.280 Canvassing of ballots.

254 A. Opening or Unfolding Ballots. The county board shall not open or unfold any ~~absentee~~ **mail-in** ballot  
255 at time prior to the closing of the polls.

256 B. Duties of County Board.

257 1. Subject to the provisions of subsection (B)(2) of this section, at any time after four p.m. on the  
258 Wednesday following election day and not later than the canvass of the votes cast at the regular  
259 voting places in the city at any election, the county board shall meet at the usual offices of the  
260 county board and shall proceed to count, certify and canvass the ~~absentee~~ **mail-in** ballots  
261 contained in the ballot envelopes. Each board of canvassers shall keep the ballots safe from  
262 tampering until the canvass is completed. The county board shall take all appropriate and feasible  
263 steps to protect the privacy of all ~~absentee~~ **mail-in** ballots.

264 2. The canvass may not be completed until all ~~absentee~~ **mail-in** ballots that have been received  
265 timely have been counted.

266 C. Timely Receipt and Ballot.

267 1. Except as provided in subsection D of this section, a ballot shall be considered as received timely,  
268 provided:

269 a. It has been received by the county board prior to closing of the polls on election day; or

270 b. It was mailed on or before election day; or

271 c. The United States Postal Service, an army post office, a fleet post office, or the postal  
272 service of any other county, has provided verification of that fact by affixing a mark so  
273 indicating on the covering envelope; and

274 d. The county board receives the ballot from the United States Postal Service not later than  
275 four p.m. on the second Friday following election day.

276 2. Except as provided in subsection D of this section, any ballot received after the deadline  
277 established in this subsection may not be counted.

278 D. Ballots Received from Locations Outside United States.

- 279 1. In a primary, general or special election, a ballot received from a location outside the United  
280 States shall be considered as received timely provided:
- 281 a. It has been received by the county board from the United States Postal Service not later  
282 than four p.m. on the second Friday following the election day; and
- 283 b. It was mailed before election day; and
- 284 The United States Postal Service, an army post office, a fleet post office, or the postal  
285 service of any other country, has provided verification to that fact by affixing a mark so  
286 indicating on the covering envelope.
- 287 2. Any ballot received by mail after the deadline established in this subsection may not be counted.
- 288 3. The commencement of the counting and canvassing process may not be delayed to await receipt  
289 of ballots under this subsection.
- 290 4. For the purposes of this subsection, "United States" includes several states, the District of  
291 Columbia, the Commonwealth of Puerto Rico and the Virgin Islands but does not include  
292 American Samoa, Guam, the Trust Territory of the Pacific Islands, any other territory or  
293 possession of the United States, an army post office address or a fleet post office address.
- 294 E. Voter's Affidavit. For the purposes of subsections C and D of this section, a voter's affidavit that the  
295 ballot was completed and mailed before election day shall suffice if the postal service of the country  
296 from which the ballot was mailed does not provide a postmark on that ballot.
- 297 F. Procedure Generally.
- 298 1. A ballot may not be rejected by the city board except by the unanimous vote of the entire city  
299 board.
- 300 2. If the intent of the voter is not clearly demonstrated, only the vote for that office or question shall  
301 be rejected.
- 302 3. If the board of canvassers determines a ballot is intentionally marked with an identifying mark  
303 the entire ballot shall not be counted.
- 304 4. Any ballot received by mail after the deadlines established in subsections C and D of this section  
305 may not be counted.
- 306 5. ~~Absentee~~ **Mail-in** ballots may not be separately disclosed or reported by precinct.
- 307 6. All voters' applications, affidavits, certifications, ballot envelopes and ballots shall be kept  
308 separate and apart from ballots cast at the regular voting places and retained after the date of  
309 election at which they were cast for the time required by federal law, unless prior to that time,  
310 the county board is ordered by a court of competent jurisdiction, to keep the same for any longer  
311 period.
- 312 7. The county board may appoint such numbers of temporary judges as it may deem necessary to  
313 adequately and promptly carry out the provisions of this section.
- 314 G. Ballot Voted for Person Who Has Ceased to Be a Candidate. Any ~~absentee~~ **mail-in** ballot voted for a  
315 person who has ceased to be a candidate shall not be counted for such candidate but such vote shall  
316 not invalidate the remainder of such ballot.
- 317 H. Ballot Delivered to Wrong Board. If ~~an absentee~~ **a mail-in** ballot envelope is delivered to the wrong  
318 board, such board shall immediately send said ballot envelope unopened, unmarked and unchanged  
319 in any way to the proper board or to the city clerk.

320 I. Voter Dying Before Election Day. Whenever the county board determines from proof or investigation  
321 that any person who has marked and transmitted or deposited in person with the board ~~an absentee a~~  
322 mail-in ballot, under the provisions of this chapter, has died before election day, the county board  
323 shall not count the ballot of the deceased voter.

324 J. Place Ballot in Ballot Box and Entry in Registry—More than One Ballot in Envelope—Marking  
325 Ballots.

326 1. If the county board determines that the provisions for filling out and signing the oath on the  
327 outside of the ballot envelope have been substantially complied with and that the person signing  
328 the voter's oath is entitled to vote under this chapter in any city election and has not already voted  
329 therein on election day, it shall open the ballot envelope and remove the ballot therefrom and the  
330 ballot shall be placed by the county board in a secure place to which the public has no access.

331 2. If there be more than one ballot in the ballot envelope, all shall be rejected except when two  
332 elections are held on the same day and a voter is voting in both elections and the voter returns  
333 both ~~absentee~~ mail-in ballots in the ballot envelope provided.

334 3. ~~Absentee~~ Mail-in ballots may be marked by the pencil taped on the ~~absentee~~ mail-in ballot.

335 K. More than One Ballot Received from Same Person. If the county board receives from the same person  
336 prior to the deadline for receipt of ~~absentee~~ mail-in ballots more than one ~~absentee~~ mail-in ballot, it  
337 shall count, certify and canvass only the ~~absentee~~ mail-in ballot contained in the ballot envelope on  
338 which the voter's oath was first executed and if the oath on two or more of the ballot envelopes  
339 containing ~~absentee~~ mail-in ballots are dated the same, or if both are undated, none of the ballots  
340 received from such person shall be counted.

341

342 1.08.290 Contests and appeals.

343 A. Decision by City Board. Appeals concerning voting or the validity of any ballot under this chapter  
344 shall be decided by the city board.

345 B. Unanimous Vote by City Board. No ballot shall be rejected except by the unanimous vote of the city  
346 board.

347 C. Right to Appeal. Any candidate or ~~absentee~~ mail-in voter aggrieved by any decision or action of the  
348 city board shall have the right of appeal to the circuit court for Wicomico County to review such  
349 decision or action.

350 D. Procedure for Appeal. Such appeals shall be taken by way of petition filed with the appropriate court  
351 within five days from the date of the completion of the official canvass by the county board of all the  
352 votes cast at the election and shall be heard de novo and without a jury by said court as soon as  
353 possible.

354 E. Appeal to Court of Special Appeal. There shall be further right to appeal to the court of special appeals,  
355 provided such appeal shall be taken within forty-eight (48) hours from the entry of the decision of the  
356 lower court complained of, and such appeals shall be heard and decided on the original papers,  
357 including a typewritten transcript of the testimony taken in such cases, by the court of special appeals,  
358 as soon as possible after the same having been transmitted to that court.

359 F. Transmission of Record to Court of Special Appeals. The original papers, including the testimony,  
360 shall be transmitted to the court of special appeals within five days from the taking of the appeal.

361 1.08.300 Election districts and precincts established.

362 The city shall have one councilmanic district per councilmember, and there shall be one precinct  
363 ~~corresponding to each councilmanic~~ **assigned to each city council** district. Voting records shall be kept  
364 pursuant to divisional lines as established by the county board.

365

366 1.08.310 Map of election districts.

367 A map of the city, prepared by the ~~engineering~~ **information services** department of the city, which is  
368 on file ~~in the office of the city clerk~~ **on the Geographic Information System portal ("G.I.S.")**, is adopted  
369 and made a part of this chapter for the purpose of more clearly defining the boundaries of the election  
370 precincts described in this chapter.

371

372 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY COUNCIL OF THE CITY**  
373 **OF SALISBURY, MARYLAND**, that Chapter 1.12 of the Salisbury City Code is hereby amended by  
374 adding the bolded and underlined language and deleting the strikethrough language as follows:

375

376 **Section 2.** Chapter 1.12 of the Salisbury City Code of the Salisbury City Code, entitled "CITY  
377 CAMPAIGN ADVERTISING AND FINANCE" is amended as follows:

378

379 Chapter 1.12 CITY **ELECTION** CAMPAIGN ADVERTISING AND FINANCE

380 1.12.010 Advertising.

381 A. A person, candidate, campaign manager, treasurer, partisan organization or political committee,  
382 including political clubs, or party committee may not expend any money for printing, publication or  
383 broadcasting of any political matter whatsoever, unless the matter purports on its face to be paid  
384 political advertisement and printed, published or broadcast by authority of the person, campaign  
385 manager or treasurer for the named candidate, partisan organization, party committee or political  
386 committee, including political clubs.

387 B. Requirements of Subsection A of this section shall ~~not~~ apply to any individual, **group, or committee**  
388 ~~publishing or distributing campaign literature~~ promoting passage or defeat of any ~~principle or a~~  
389 ~~proposition~~ **petition for a referendum or the passage or defeat of a referendum** submitted to a vote  
390 at any city election, ~~provided that such campaign literature is published and distributed independent~~  
391 ~~of, and not in coordination with, any campaign, committee or other entity.~~

392

393 1.12.020 Books, records and receipts.

394 A. Every candidate for the office of mayor or city council for the city **or any group promoting the**  
395 **passage or defeat of a petition or referendum** shall appoint a treasurer who shall have the  
396 responsibility of maintaining detailed, full and accurate accounts in a proper book or books to be called  
397 "account books." The account books shall contain a detailed record of contributions, monies, loans  
398 (including personal contributions, loans and monies) or valuable things received, including the date  
399 each contribution was received and the name and address of each contributor. The account books shall  
400 also contain a detailed record of all disbursements made by the candidate or his or her representative  
401 acting on his or her behalf, **or group, as the case may be.**

402 B. Account books shall be maintained by the candidate or his or her representative for at least one year  
403 following the date of the general election. 1.12.030 Campaign contributions.

404 A. No candidate for mayor or for member of the city council shall receive campaign contributions in  
405 excess of two hundred fifty dollars (\$250.00) per individual or entity per campaign in cash and/or for  
406 in-kind services of a commercial nature.

407 B. The contributions or loans of a candidate or the candidate's spouse to the candidate's own campaign  
408 are not subject to the limitations of Subsections A and C, but must pass through the hands of the  
409 candidate's treasurer and be reported as required in other provisions of this chapter. Personal expenses  
410 of the candidate for filing fees, telegrams, telephoning, travel and board, shall not be considered  
411 contributions if paid for by the candidate or the candidate's spouse.

412 C. No loan may be made to the campaign of a candidate or accepted on behalf of the campaign, without  
413 express written consent of the candidate. Written consent constitutes the personal guaranty of the  
414 candidate for repayment of the loan, only if it expressly so provides. The aggregate amount of all  
415 outstanding loans to the campaign of a candidate shall not exceed five hundred dollars (\$500.00) per  
416 campaign. A loan shall not be forgiven in an amount in excess of two hundred fifty dollars (\$250.00).  
417 Subsection B is an exclusion to the requirements of this subsection.

418 D. Contributions of in-kind services of a commercial nature shall be valued at a rate commensurate with  
419 the cost of purchasing similar materials or services.

420 E. All campaign contributions shall be received by the date of the general election. Any campaign  
421 contributions received after the date of the general election shall be returned to the contributor.

422

423 1.12.040 ~~Financial disclosure statements~~ **Campaign finance report** to be filed by the candidate or  
424 treasurer.

425 A. The candidate and/or treasurer shall file a complete and accurate ~~financial disclosure statement~~  
426 **campaign finance report** detailing the contents of the account books no later than seven days prior  
427 to the general election. The ~~financial disclosure statement~~ **campaign finance report** shall include, but  
428 not be limited to, the name, address, amount of contribution and the date all contributions were  
429 received. Contributions of in-kind materials or services shall be valued as stated in Section  
430 1.12.020(B). Each ~~financial disclosure statement~~ **campaign finance report** filed shall also contain a  
431 full and complete record of expenses and list any expenses incurred by not yet paid.

432 B. A final disclosure statement shall be filed no later than forty-five (45) days after the date of the general  
433 election. After payment of all campaign expenditures, any surplus funds shall be paid by the treasurer  
434 to either:

435 1. The city of Salisbury to help defray the expenses of the election;

436 2. A charitable organization as defined in the Annotated Code of Maryland, Business Regulation  
437 Article, Title 6 as amended from time-to-time; or

438 3. A political club, committee, or party of the candidate's choice.

439 C. No ~~financial disclosure statements~~ **campaign finance report** shall be required if the contributions  
440 received total less than six hundred dollars (\$600.00) for the election; however, a statement under oath  
441 shall be filed by the candidate and treasurer that no ~~financial disclosure statement~~ **campaign finance**  
442 **report** is required pursuant to this section. Such statement, if applicable, shall be filed seven days  
443 prior to the general election.



444 D. Each ~~financial disclosure statement~~ **campaign finance report** shall include a representation certifying  
445 under oath that the contents of the statement are true and correct and shall be signed by the candidate  
446 and treasurer.

447 E. The foregoing provisions shall also apply to unsuccessful candidates.

448 1.12.050 Enforcement.

449 It shall be the duty of the city ~~election~~ board to enforce this chapter and to ensure that it is complied  
450 with by all candidates for city office.

451

452 1.12.060 Late filing of ~~financial disclosure statements~~ **campaign finance report**.

453 A. There shall be a late filing fee for each ~~financial disclosure statement~~ **campaign finance report** which  
454 is not filed within the time prescribed. The fine shall be twenty dollars (\$20.00) per day for the first  
455 five days and ten dollars (\$10.00) per day thereafter for each date that the report is overdue. The  
456 maximum fine to apply to any one report shall be two hundred fifty dollars (\$250.00). Weekends and  
457 holidays shall be excluded in the above time computations.

458 B. Any fines assessed pursuant to this chapter shall be the personal responsibility of the candidate and  
459 treasurer and may not be paid for by using campaign funds.

460

461

462 1.12.070 Perjury.

463 Any willfully false, fraudulent or misleading statement or entry made by any candidate or treasurer in  
464 any statement or account under oath required by this chapter shall constitute the crime of perjury and shall  
465 be punishable by such according to the laws of this state.

466

467 1.12.080 Penalty.

468 The penalty for violation of this chapter, except for late filing as provided for above, shall be a fine of  
469 up to four hundred dollars (\$400.00) as determined by the city ~~election~~ board.

470

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

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

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

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

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

483           **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City  
484 of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of the substance of  
485 the Ordinance having been published as required by law, in the meantime, was finally passed by the Council  
486 of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

487

488   **ATTEST:**

489

490

491 \_\_\_\_\_  
492 **Kimberly R. Nichols, City Clerk**

\_\_\_\_\_ **Muir W. Boda, City Council President**

493

494 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

495

496

497

498 \_\_\_\_\_  
**John R. Heath, Acting Mayor**



City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

TO: City Council  
FROM: Kimberly Nichols, City Clerk  
DATE: April 12, 2023  
SUBJECT: Elections Charter Amendments

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The City of Salisbury Election Board has reviewed the City Charter pertaining to Elections with Legal and recommend the following Charter Amendments to the City of Salisbury Charter:

Charter Amendment No. 2023-1- § SC2-2 The Council and § SC20-1 Oath of Office

- Change all references to the "Board of Supervisors of Elections" to the "City of Salisbury Election Board"

Charter Amendment No. 2023-2- § SC6-11 Challengers and Watchers

- In reference to Challengers and Watchers being allowed to be present, striking ***representing candidates in any City election allowed at several voting places during the vote and counting of ballots*** and inserting language to allow Challengers and Watchers allowed at each place of registration and election in **accordance with state law.**

Charter Amendment No. 2023-3- § SC6-13(H) Recall of elected officials

- To change all references to the "Board of Supervisors of Elections" to the "City of Salisbury Election Board"
- To remove the random sampling requirement of verifying signatures on a recall petition

If you have any questions about the attached Charter Amendments, please let me know. Otherwise, please approve including them in an upcoming Legislative Session.

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**CHARTER AMENDMENT RESOLUTION NO. 2023-1**

**A RESOLUTION TO AMEND § SC2-2 AND § SC20-1 OF THE CITY CHARTER TO CHANGE ALL REFERENCES TO THE “BOARD OF SUPERVISORS OF ELECTIONS” IN THE CHARTER TO THE “CITY OF SALISBURY ELECTION BOARD.”**

**WHEREAS**, the ongoing application, administration, and enforcement of the City Charter demonstrates a need for its periodic review, evaluation, and amendment to keep the provisions of the Charter current; and

**WHEREAS**, § SC2-2 and § SC20-1 of the Charter refers to the City of Salisbury Election Board as the “Board of Supervisors of Elections,” which is a term no longer used by the City; and

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 4-301 et seq., as amended, and § SC21-2 of the Charter to amend the Charter, 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; and

**WHEREAS**, the Mayor and Council find that amendments to § SC2-2 and § SC20-1 of the Charter are desirable to update the Charter; and

**WHEREAS**, on January 6, 2023, the City of Salisbury Election Board convened in public session to review potential amendments to the Charter and Code to offer advice and recommendations to the Mayor and Council about potential amendments and updates; and

**WHEREAS**, on April 17, 2023, the Mayor and Council convened in public session to review potential amendments to the Charter and Code resulting from the advice and recommendations of the City of Salisbury Election Board; and

**WHEREAS**, the Mayor and Council have determined that amendments to § SC2-2 and SC20-1 shall be adopted as set forth herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter as follows:

**Section 1.** It is proposed and recommended that § SC2-2 be amended to repeal the language in double bold brackets and adding the underscored and italicized language:

Councilmembers shall have resided in Salisbury for at least one (1) year immediately preceding their election and the Councilmembers from each District shall reside in the boundaries of the District from which they are to be elected on the date of filing for election and must continue to reside therein during the term to which they are elected, must be at least twenty-one (21) years of age and shall be qualified registered voters of the City. The ~~[[Board of Supervisors of Elections]]~~ *City of Salisbury Election Board* shall be the judge of the qualifications of candidates for City Council.

47            **Section 2.** With the aforementioned proposed Charter amendment, Section SC2-2 of the Charter  
48 would read:

49            Councilmembers shall have resided in Salisbury for at least one (1) year immediately  
50 preceding their election and the Councilmembers from each District shall reside in the  
51 boundaries of the District from which they are to be elected on the date of filing for  
52 election and must continue to reside therein during the term to which they are elected,  
53 must be at least twenty-one (21) years of age and shall be qualified registered voters of  
54 the City. The City of Salisbury Election Board shall be the judge of the qualifications of  
55 candidates for City Council.

56            **Section 3.** It is proposed and recommended that § SC20-1 be amended to repeal the language in  
57 double bold brackets and adding the underscored and italicized language:

58            The following persons, before entering upon the duties of their offices, shall make oath  
59 before the Clerk of the Circuit Court for Wicomico County that they will diligently and  
60 faithfully, without partiality, favor or prejudice, well and truly perform the duties of their  
61 office: the Mayor, the members of the Council, the City Administrator, the Director of  
62 Finance, the City Clerk, the City Solicitor, the members of the ~~[[Board of Supervisors of~~  
63 ~~Elections]]~~ *City of Salisbury Election Board*, *the Judges of Election*, the heads of all  
64 offices, departments and agencies of the city government and such other officers and  
65 employees of the city as the Council may require. Each oath shall be recorded in the  
66 office of the Clerk of the Circuit Court for Wicomico County. A certificate of each oath  
67 shall be returned by him to the Council and shall be recorded in the proceedings of the  
68 Council. Either of these records or a certified copy of either of them under seal may be  
69 used as evidence in any court in the state.

70            **Section 4.** With this proposed Charter amendment, Section SC20-1 of the Charter would read:

71            The following persons, before entering upon the duties of their offices, shall make oath  
72 before the Clerk of the Circuit Court for Wicomico County that they will diligently and  
73 faithfully, without partiality, favor or prejudice, well and truly perform the duties of their  
74 office: the Mayor, the members of the Council, the City Administrator, the Director of  
75 Finance, the City Clerk, the City Solicitor, the members of the City of Salisbury Election  
76 Board, *the Judges of Election*, the heads of all offices, departments and agencies of the  
77 city government and such other officers and employees of the city as the Council may  
78 require. Each oath shall be recorded in the office of the Clerk of the Circuit Court for  
79 Wicomico County. A certificate of each oath shall be returned by him to the Council and  
80 shall be recorded in the proceedings of the Council. Either of these records or a certified  
81 copy of either of them under seal may be used as evidence in any court in the state.

82            **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

83            **Section 5.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,  
84 providing for the amendment of the City of Salisbury’s Charter as set forth herein, shall be and hereby is  
85 scheduled for \_\_\_\_\_, 2023 at 6:00 p.m.

86            **Section 6.** Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government,

87 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government  
88 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this  
89 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and  
90 within forty days after the Resolution has been adopted.

91 **Section 7.** The title of this Resolution shall be deemed a fair summary of the amendments provided  
92 for herein for publication and all other purposes.

93 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

94 **Section 8.** This Resolution shall take effect on the fiftieth day after the Resolution is adopted,  
95 subject to the right of referendum.

96 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

97 **Section 9.** It is the intention of the Council of the City of Salisbury that each provision of this  
98 Resolution shall be deemed independent of all other provisions herein.

99 **Section 10.** It is further the intention of the Council of the City of Salisbury that if any section,  
100 paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional,  
101 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
102 the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this  
103 Resolution shall remain and shall be deemed valid and enforceable

104 **Section 11.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
105 as if such recitals were specifically set forth at length in this Section 11.

106 **THIS RESOLUTION** was introduced, read, and passed at the regular meeting of the Council of  
107 the City of Salisbury held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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109 \_\_\_\_\_  
110 Kimberly R. Nichols,  
111 City Clerk

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Muir W. Boda,  
Council President

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**RESOLUTION NO. 2023-2**

**A RESOLUTION TO AMEND § SC6-11 OF THE CITY CHARTER TO CONFORM WITH STATE ELECTION LAWS.**

**WHEREAS**, the ongoing application, administration, and enforcement of the City Charter demonstrates a need for its periodic review, evaluation, and amendment to keep the provisions of the Charter current; and

**WHEREAS**, § 10-311 of the Elections Law Article of the Maryland Annotated Code, authorizes candidates, political parties, or other groups supporting or opposing a candidate or question on the ballot, as well as the state and local boards of elections, to designate registered voters as challengers or watchers; and

**WHEREAS**, to conform with § 10-311 of the Elections Law Article, § SC6-11 of the City Charter should be amended as set forth herein; and

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 4-301 et seq., as amended, and § SC21-2 of the Charter to amend the Charter, 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; and

**WHEREAS**, the Mayor and Council find that amendment set forth herein to § SC6-11 of the Charter are desirable to update the Charter and conform with state law; and

**WHEREAS**, on January 6, 2023, the City of Salisbury Election Board convened in public session to review potential amendments to the Charter and Code to offer advice and recommendations to the Mayor and Council about potential amendments and updates; and

**WHEREAS**, on April 17, 2023, the Mayor and Council convened in public session to review potential amendments to the Charter and Code resulting from the advice and recommendations of the City of Salisbury Election Board; and

**WHEREAS**, the Mayor and Council have determined that amendments to § SC6-11 shall be adopted as set forth herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter as follows:

**Section 1.** It is proposed and recommended that § SC6-11 be amended to repeal the language in double bold brackets and adding the underscored and italicized language:

Challengers and watchers ~~[[representing the candidates in any city election]]~~ shall be allowed to be present at ~~[[the several voting places during the voting and counting of the ballots as provided by law with respect to general elections]]~~ *each place of registration and election in accordance with state law.*

**Section 2.** With this proposed Charter amendment, Section SC6-11 of the Charter would read:

48 Challengers and watchers shall be allowed to be present at each place of registration and  
49 election in accordance with state law.

50 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

51 **Section 3.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,  
52 providing for the amendment of the City of Salisbury’s Charter as set forth herein, shall be and hereby is  
53 scheduled for \_\_\_\_\_, 2023 at 6:00 p.m.

54 **Section 4.** Pursuant to the City of Salisbury’s Charter § SC21-2 and MD Code, Local Government,  
55 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government  
56 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this  
57 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and  
58 within forty days after the Resolution has been adopted.

59 **Section 5.** The title of this Resolution shall be deemed a fair summary of the amendments provided  
60 for herein for publication and all other purposes.

61 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

62 **Section 6.** This Resolution shall take effect on the fiftieth day after the Resolution is adopted,  
63 subject to the right of referendum.

64 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

65 **Section 7.** It is the intention of the Council of the City of Salisbury that each provision of this  
66 Resolution shall be deemed independent of all other provisions herein.

67 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,  
68 paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional,  
69 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
70 the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this  
71 Resolution shall remain and shall be deemed valid and enforceable

72 **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
73 as if such recitals were specifically set forth at length in this Section 9.

74 **THIS RESOLUTION** was introduced, read, and passed at the regular meeting of the Council of  
75 the City of Salisbury held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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78 \_\_\_\_\_  
79 Kimberly R. Nichols, Muir W. Boda,  
80 City Clerk Council President



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**RESOLUTION NO. 2023-3**

**A RESOLUTION TO AMEND § SC6-13(H) OF THE CITY CHARTER TO CHANGE THE REFERENCE TO THE “BOARD OF SUPERVISORS OF ELECTIONS” IN THE CHARTER TO THE “CITY OF SALISBURY ELECTION BOARD” AND TO REMOVE THE RANDOM SAMPLING REQUIREMENT OF VERIFYING SIGNATURES ON A RECALL PETITION.**

**WHEREAS**, the ongoing application, administration, and enforcement of the City Charter demonstrates a need for its periodic review, evaluation, and amendment to keep the provisions of the Charter current; and

**WHEREAS**, § SC6-13(H) of the Charter refers to the City of Salisbury Election Board as the “Board of Supervisors of Elections,” which is a term no longer used by the City; and

**WHEREAS**, § SC6-13(H) requires that, with a petition to recall an elected official, the City of Salisbury Election Board and City Clerk shall verify the appropriate number of qualified registered voters' signatures, addresses and districts, and, in addition, conduct a random sampling of ten percent (10%) of the signatures to compare with voter registration cards; and

**WHEREAS**, if a petition complies § SC6-13(D), as reasonably determined by the City of Salisbury Election Board and City Clerk, they shall not also be required to conduct a random sampling of ten percent (10%) of the signatures to compare with voter registration cards; and

**WHEREAS**, the Mayor and Council of the City of Salisbury (the “**Mayor and Council**”) are authorized by MD Code, Local Government, § 4-301 et seq., as amended, and § SC21-2 of the Charter to amend the Charter, 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; and

**WHEREAS**, the Mayor and Council find that amendments to § SC6-13(H) of the Charter are desirable to update the Charter; and

**WHEREAS**, on January 6, 2023, the City of Salisbury Election Board convened in public session to review potential amendments to the Charter and Code to offer advice and recommendations to the Mayor and Council about potential amendments and updates; and

**WHEREAS**, on April 17, 2023, the Mayor and Council convened in public session to review potential amendments to the Charter and Code resulting from the advice and recommendations of the City of Salisbury Election Board; and

**WHEREAS**, the Mayor and Council have determined that amendments to § SC6-13(H) shall be adopted as set forth herein; and

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY** by virtue of the authority granted in Article XI-E of the Maryland Declaration of Rights, §§ 4-301 *et seq.* of the Local Government Article of the Code of Maryland, and Article XXI of the City Charter as follows:

**Section 1.** It is proposed and recommended that § SC6-13(H) be amended to repeal the language

49 in double bold brackets and adding the underscored and italicized language:

50 Upon receipt of a petition, the Mayor and Council shall forward the petition to the [[City  
51 Board of Election Supervisors]] City of Salisbury Election Board and the City Clerk for  
52 verification of the appropriate number of qualified registered voters' signatures, addresses  
53 and districts. [[In addition to the computer verification program, a random sampling of ten  
54 percent (10%) of the signatures shall be compared with their voter registration cards.]] The  
55 Board and the City Clerk shall return said petition with their written findings as to required  
56 Signatory(s), addresses and districts to the Mayor and Council at the Council meeting  
57 following the expiration of thirty (30) calendar days; and at its meeting, if the petition is  
58 authenticated, the Mayor and Council shall announce that (1) within thirty (30) days a  
59 public hearing will be held on the petition to allow the initiator and the official being  
60 recalled an opportunity to speak; and that (2) within forty-five (45) days of the  
61 authentication, a reaffirmation vote shall be held in order to allow, in the case of a Mayor,  
62 all qualified registered voters of City to vote on the petition and, in the case of a  
63 Councilmember, all qualified registered voters of his or her district to vote on the petition.

64 **Section 2.** With the aforementioned proposed Charter amendment, Section SC6-13(H) of the  
65 Charter would read:

66 Upon receipt of a petition, the Mayor and Council shall forward the petition to the City of  
67 Salisbury Election Board and the City Clerk for verification of the appropriate number of  
68 qualified registered voters' signatures, addresses and districts. The Board and the City  
69 Clerk shall return said petition with their written findings as to required Signatory(s),  
70 addresses and districts to the Mayor and Council at the Council meeting following the  
71 expiration of thirty (30) calendar days; and at its meeting, if the petition is authenticated,  
72 the Mayor and Council shall announce that (1) within thirty (30) days a public hearing will  
73 be held on the petition to allow the initiator and the official being recalled an opportunity  
74 to speak; and that (2) within forty-five (45) days of the authentication, a reaffirmation vote  
75 shall be held in order to allow, in the case of a Mayor, all qualified registered voters of City  
76 to vote on the petition and, in the case of a Councilmember, all qualified registered voters  
77 of his or her district to vote on the petition.

78 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

79 **Section 3.** Pursuant to MD Code, Local Government, § 4-304, a public hearing on this Resolution,  
80 providing for the amendment of the City of Salisbury's Charter as set forth herein, shall be and hereby is  
81 scheduled for \_\_\_\_\_, 2023 at 6:00 p.m.

82 **Section 4.** Pursuant to the City of Salisbury's Charter § SC21-2 and MD Code, Local Government,  
83 § 4-304, the City shall post a complete and exact copy of this Charter Amendment at the City Government  
84 Building for at least forty (40) days after the passage of this Resolution and advertise a fair summary of this  
85 Resolution in a newspaper of general circulation in the City at least four times at weekly intervals and  
86 within forty days after the Resolution has been adopted.

87 **Section 5.** The title of this Resolution shall be deemed a fair summary of the amendments provided  
88 for herein for publication and all other purposes.

89 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

90 **Section 6.** This Resolution shall take effect on the fiftieth day after the Resolution is adopted,

91 subject to the right of referendum.

92 **AND, BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF SALISBURY:**

93 **Section 7.** It is the intention of the Council of the City of Salisbury that each provision of this  
94 Resolution shall be deemed independent of all other provisions herein.

95 **Section 8.** It is further the intention of the Council of the City of Salisbury that if any section,  
96 paragraph, subsection, clause, or provision of this Resolution shall be adjudged invalid, unconstitutional,  
97 or otherwise unenforceable under applicable Maryland or federal law, such adjudication shall apply only to  
98 the section, paragraph, subsection, clause, or provision so adjudged and all other provisions of this  
99 Resolution shall remain and shall be deemed valid and enforceable

100 **Section 9.** The Recitals set forth hereinabove are incorporated into this section of this Resolution  
101 as if such recitals were specifically set forth at length in this Section 9.

102 **THIS RESOLUTION** was introduced, read, and passed at the regular meeting of the Council of  
103 the City of Salisbury held on the \_\_\_\_ day of \_\_\_\_\_, 2023.

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105 \_\_\_\_\_  
106 Kimberly R. Nichols,  
107 City Clerk

\_\_\_\_\_  
Muir W. Boda,  
Council President

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City of  
**Salisbury**  
John "Jack" R. Heath, Mayor

**TO:** City Council  
**FROM:** Andy Kitzrow, City Administrator  
**SUBJECT:** Labor Code  
**DATE:** April 11, 2023

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Over the past few months, the City Administration has met with employees of the Fire and Police Departments and General Government to discuss adopting a Labor Code in furtherance of Charter Amendment Resolution 2022-4 that became effective last November and permitted collective bargaining for certain employees of the City.

The proposed Labor Code, which is attached, is the second step of a four-step process to unionization. The Labor Code, which is to be codified in Chapter 2.25 of the Code, defines and establishes, inter alia, the scope and subjects of bargaining, including negotiable and non-negotiable times, or both; the rights of the employer and employee; the units appropriate and inappropriate for collective bargaining; unfair labor practices; permissible and impermissible union activities; and the scope and method of binding arbitration and the disputes to be submitted to binding arbitration.

After the adoption of the Labor Code, an employee organization seeking exclusive representative status for employees in the representation unit must be recognized by the City either through an election or voluntary recognition, both of which are set forth in the Labor Code.

The fourth and final step would be the adoption of a collective bargaining agreement ("CBA"). The procedure for adopting a CBA is also set forth in the Labor Code.

If you have any questions, please let me know.

**AN ORDINANCE OF THE CITY OF SALISBURY TO AMEND THE SALISBURY CITY CODE TO ADD CHAPTER 2.25 ENTITLED “LABOR CODE” IN FURTHERANCE OF CHARTER AMENDMENT RESOLUTION 2022-4, WHICH AUTHORIZED COLLECTIVE BARGAINING FOR CERTAIN EMPLOYEES OF THE CITY.**

**WHEREAS**, by Charter Amendment Resolution 2022-4 Mayor and Council publicly declared there exists a need for harmony and cooperation between a public employer and its employees and recognized the benefit of allowing certain employees to organize and bargain collectively; and

**WHEREAS**, the City of Salisbury amended its Charter to add Article XXIII to grant certain employees the right to organize and bargain collectively through representative employee organizations of their own choosing and to submit to binding arbitration certain labor disputes that may arise during negotiations, as subsequently defined and established by the City’s “Labor Code,” which was to be passed by ordinance of Mayor and Council; and

**WHEREAS**, Mayor and Council hereby adopt this Labor Code, which is to be codified in Chapter 2.25 of the Code to define and establish, *inter alia*, the scope and subjects of bargaining, including negotiable and non-negotiable times, or both; the rights of the employer and employee; the units appropriate and inappropriate for collective bargaining; unfair labor practices; permissible and impermissible union activities; and the scope and method of binding arbitration and the disputes to be submitted to binding arbitration; and

**WHEREAS**, the City of Salisbury recognizes the need to protect the public by assuring uninterrupted, effective, and orderly service and, consequently, this Labor Code shall prohibit strikes or work stoppages for all employees; and

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

**Section 1.** The Salisbury City Code be and is hereby amended by adding Chapter 2.25 as set forth below:

**2.25.010 Title and Legislative Findings.**

- (a) *Title of Chapter.* This Chapter shall be referred to as the City’s “Labor Code.”
- (b) *Legislative findings.* It is the public policy of the City and the purpose of this Labor Code to promote a fair, harmonious, peaceful and cooperative relationship between the management of the City and those employees of the City who are covered by this Labor Code, and to ensure the public health, welfare and safety of the City will be maintained at all times.

**2.25.020 Definitions.**

For the purposes of this Labor Code, the following words and phrases shall have the meanings respectively ascribed to them:

- 46 (a) *Budget submission date*. "Budget submission date" means the date not later than 60 days before  
47 the end of the fiscal year on which the Mayor submits to the City Council the proposed City  
48 budget for the following fiscal year.  
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- 50 (b) *City administration*. "City administration" means the Mayor, the City Administrator, Deputy City  
51 Administrator and all department and deputy department heads or their designees.  
52
- 53 (c) *Confidential employee*. "Confidential employee" means an employee who:  
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- 55 1. Has access to confidential information, including budgetary and fiscal data, subject to use by  
56 the City administration in collective bargaining; or  
57
  - 58 2. Works in a close and continuing confidential relationship assisting or aiding the City  
59 Administration.  
60
- 61 (d) *Employee*.  
62
- 63 1. "Employee" means a person employed by the City full-time or part-time, who is not a  
64 confidential employee or management employee as defined by this Labor Code.  
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  - 66 2. "Employee" does not include any seasonal employees.  
67
- 68 (e) *Employee organization*.  
69
- 70 1. "Employee organization" means an association, labor organization, federation, council, or  
71 brotherhood, a purpose of which is to represent employees of a public employer in matters  
72 authorized by Article XXIII of the City's Charter and this Labor Code.  
73
  - 74 2. "Employee organization" does not include an association, labor organization, federation,  
75 council, or brotherhood, that discriminates with regard to the terms or conditions of  
76 membership because of race, color, creed, sex, age, national origin, political affiliation,  
77 religion, marital status, sexual orientation, gender identity, genetic information, disability, or  
78 any other protected class.  
79
- 80 (f) *Employer*. "Employer" means the City of Salisbury, Maryland body corporate.  
81
- 82 (g) *Exclusive representative*. "Exclusive representative" means an employee organization that is  
83 certified as the exclusive negotiating agent for employees within a representation unit.  
84
- 85 (h) *Impasse*. "Impasse" means the failure of the employer and the exclusive representative to reach  
86 a collective bargaining agreement despite good faith efforts to do so.  
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- 88 (i) *Grievance*. "Grievance" is a complaint as defined by the City's Employee Handbook.  
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- 90 (j) *Management employee*. "Management employee" means an employee who has a significant role  
91 in the preparation and administration of budgets for a City Department and may reasonably be  
92 required to assist directly in the preparation for and conduct of collective bargaining negotiations  
93 on behalf of the City administration or have a significant role in the administration of collective  
94 bargaining agreements.

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For purposes of this Labor Code, an employee holding the rank of Captain or above within the Fire Department and rank of Lieutenant or above within the Police Department is deemed to be a “management employee.”

- (k) *Collective bargaining agreement.* "Collective bargaining agreement" means a written collective bargaining agreement signed by the Mayor and the exclusive representative, covering all items agreed to by both parties and ratified by City Council.
- (l) *Representation unit.* "Representation unit" means a grouping of positions in the City recognized as appropriate for representation by an employee organization into a unit described under this Labor Code for the purpose of representation in negotiations.
- (m) *Third-party agency.* “Third-party agency” means an independent agency like the American Arbitration Association, Federal Mediation Conciliation Service, or JAMS, all of which offer panels of qualified labor arbitrators.

**2.25.030 Director of Human Resources.**

- (a) *General.* The Director of Human Resources shall carry out certain duties and functions of this Labor Code and, to ensure impartiality, shall refer certain duties and functions to a third-party agency, including supervising the conduct of representation elections and granting or revoking certification of employee organizations as the exclusive representative.
- (b) *Authority.* The Director of Human Resources shall be charged with the administration of the Labor Code and is authorized and empowered to take any rules and regulations as may be necessary or proper to put into operation and effect the provisions of this Code.

**2.25.040 Management and Confidential Employees.**

- (a) *Exclusion from collective bargaining.* All management and confidential employees are excluded from participation in a representation unit, and thus prohibited from engagement in collective bargaining.
- (b) *Authority to meet with the City administration.* Nothing in this Labor Code may be construed to preclude management and confidential employees from meeting and conferring with the City administration.

**2.25.050 Representation Units.**

- (a) *Exception.* This section does not apply to confidential or management employees.
- (b) *In general.* Employees who are not confidential or management employees shall constitute the following separate representation units:
  - 1. Fire;

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- 2. Police; or
- 3. General Government.

**2.25.060 Employee rights.**

- (a) Employees shall have the right of self-organization; to form, join, or assist employee organizations; and to bargain collectively through representatives of their own choosing as provided by Article XXIII of the Charter and this Labor Code. Employees shall also have the right to refrain from any or all such activities.
- (b) Employees shall be free from retaliation for the exercise of any rights set forth herein, or for participating in any proceeding established pursuant to this Labor Code.
- (c) Employees are expected to communicate any concerns or suggestions to their Department Head or to the Mayor’s Office. The Department Head will meet with any employee upon request at a convenient time.
- (d) Nothing in this Labor Code shall prohibit an employee from presenting, discussing or resolving any concern or dispute directly with the employer and without the intervention of the exclusive representative, provided any adjustment or resolution shall not be inconsistent with the terms of any applicable collective bargaining agreement.

**2.25.070 Employer rights.**

- (a) The employer shall have the following rights:
  - 1. To determine the budget of the City, including all financial obligations and expenditures, and to exercise its taxing authority;
  - 2. To determine the ways and means to allocate funds to its various departments and projects;
  - 3. To exercise control and discretion over its organization and operations;
  - 4. To determine how and when to deploy its personnel;
  - 5. To establish, suspend, relocate or discontinue operations, facilities, stations, or services and to reduce personnel;
  - 6. To determine the way personnel will be used to ensure public safety;



- 189 7. To adopt reasonable rules, regulations and general orders pertaining to the City's  
190 purpose, operation, techniques, efficiency and management which are not inconsistent  
191 with the terms of the collective bargaining agreement;  
192
- 193 8. To determine staffing, including, but not limited to, the use of full and part-time  
194 employees and the number of such employees;  
195
- 196 9. To suspend, demote, discharge or take disciplinary action against employees, and in  
197 the case of sworn police officers to do so subject to the provisions of the Maryland  
198 Police Accountability Act; and  
199
- 200 10. To discharge employees it reasonably believes to be involved in a strike, and in the  
201 case of sworn police officers to do so subject to the provisions of the Maryland Police  
202 Accountability Act.  
203

- 204 (b) The employer shall not enter into or become bound by any collective bargaining agreement  
205 pursuant to this Labor Code that contains terms that infringe upon or limit the rights set  
206 forth in this section or otherwise provided by law.  
207  
208

209 **2.25.080 Collective bargaining.**  
210

- 211 (a) *Bargaining in good faith.* Upon certification of an employee organization as the exclusive  
212 representative, the employer and the exclusive representative shall have the duty, through  
213 their designated representatives, to negotiate collectively and in good faith with respect to  
214 the subjects of bargaining enumerated in this Labor Code and to reduce to writing the  
215 matters agreed upon as a result of such negotiations.  
216

- 217 (b) *Negotiations deferred.*  
218

- 219 1. If an employee organization is certified after March 1 of any fiscal year, negotiations  
220 shall be deferred until the appropriate time in the budget preparation process in the  
221 following fiscal year.  
222

- 223 (c) *Employer/employee organization representative.*  
224

- 225 1. The employer shall appoint the employer's representative or representatives for the  
226 purpose of conducting any bargaining with the exclusive representative of a  
227 representation unit.  
228
- 229 2. The exclusive representative of a representation unit shall appoint a representative or  
230 representatives for the purpose of conducting any bargaining with the employer.  
231

- 232 (d) *Subjects of bargaining.* The employer and exclusive representative may bargain  
233 collectively and reach agreement on the following subjects of bargaining:  
234

1. Wages;

- 235  
236 2. Hours;  
237  
238 3. Uniform and dress code; and  
239  
240 4. Promotional schedules and training.  
241

242 (e) *Scope of bargaining.* The employer shall not enter into, or be bound by, any collective  
243 bargaining agreement, amendment thereto or other agreement that covers a subject of  
244 bargaining not specifically enumerated in this section, or which alters, amends, deletes,  
245 modifies or infringes upon any of the employer rights enumerated in this Labor Code.  
246

247 (f) *Duration of collective bargaining agreement.* The employer shall not enter into, or be  
248 bound by, any collective bargaining agreement that is in effective for fewer than two years.  
249

250 (g) *Retroactivity.* No retroactivity shall be allowed in any collective bargaining agreement or  
251 in any appropriation or legislation that is required to affect any collective bargaining  
252 agreement.  
253

254  
255 **2.25.090 Representation.**  
256

257 (a) *Certification of representative.* No collective bargaining agreement shall be valid or  
258 enforceable unless it is between the employer and an employee organization that is certified  
259 as the exclusive bargaining representative for employees in the bargaining unit.  
260

261 (b) *Majority of employees.* Certification of an employee organization shall only occur if the  
262 employee organization has been selected or designated by a majority of employees in the  
263 bargaining unit.  
264

265 (c) *Procedure.*  
266

- 267 1. *Certification election.* An employee organization seeking exclusive representative  
268 status for employees in the representation unit shall file a petition with the Director of  
269 Human Resources accompanied by evidence that at least thirty (30) percent of the  
270 employees in the representation unit have designated the employee organization as their  
271 exclusive representative. A petition may not be accepted by the Director of Human  
272 Resources unless filed by the employee organization prior to September 1. Within thirty  
273 (30) days of filing a petition for certification, the Director of Human Resources shall  
274 retain a third party agency to conduct a secret ballot election. If the results of the secret  
275 ballot election establish that a majority of those employees voting in the election  
276 designate the petitioning employee organization as their exclusive representative, then  
277 the thirty-party agency shall certify the employee organization as the exclusive  
278 representative and the Director of Human Resources shall authorize the employer to  
279 bargain collectively as provided for in this Chapter.  
280

- 281 2. *Voluntary recognition.* In the event a petition filed by an employee organization is  
282 accompanied by valid evidence that more than fifty (50) percent of the employees in  
283 the representation unit have designated the employee organization as their exclusive  
284 representative for purposes of collective bargaining, the Director of Human Resources  
285 shall voluntarily recognize the employee organization without first conducting a  
286 certification election. Upon voluntary recognition pursuant to this section, the Director  
287 of Human Resources shall certify the employee organization as the exclusive  
288 representative and shall authorize the employer to bargain collectively as provided for  
289 in this Chapter.  
290
- 291 3. *Decertification election.* Any employee seeking to terminate the certification of an  
292 employee organization as the exclusive representative of employees in the  
293 representation unit may file a petition with the Director of Human Resources  
294 accompanied by evidence that at least thirty (30) percent of the employees in the  
295 representation unit have expressed their desire to remove the employee organization as  
296 their exclusive representative. Within thirty (30) days of the filing of a petition for  
297 decertification, the Director of Human Resources shall retain a third party to conduct a  
298 secret ballot election. If the results of the secret ballot election establish that a majority  
299 of those employees in the representation unit no longer wish to have the employee  
300 organization as their exclusive representative, then the third-party agency shall  
301 decertify the employee organization as the exclusive representative of the employees  
302 in the petitioned-for unit. The decertification of an employee organization does not  
303 void or moot any agreement currently then in effect.  
304
- 305 4. No election under this section may be conducted more frequently than once every  
306 twenty-four (24) months.  
307

#### 308 **2.25.100 Unfair labor practices.**

- 309
- 310 (a) *Employer unfair labor practices.* It shall be an unfair labor practice for the employer to  
311 engage in the following conduct:  
312
- 313 1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed  
314 under this Labor Code;
  - 315 2. Encourage or discourage membership in any employee organization;
  - 316 3. Fail or refuse to negotiate in good faith with an exclusive representative;
  - 317 4. Retaliate against an employee because of that employee's exercise of rights guaranteed  
318 under this Labor Code; or  
319
  - 320 5. Control or dominate an employee organization or contribute financial or other support  
321 to it.  
322
- 323  
324  
325

326 (b) *Employee organization unfair labor practices.* It shall be an unfair labor practice for an  
327 employee organization by and through its officers, agents and representatives to engage in  
328 the following conduct:

- 329 1. Interfere with, restrain or coerce employees in the exercise of their rights guaranteed  
330 under this Labor Code;
- 331 2. Induce the employer or its representatives to commit any unfair labor practice;
- 332 3. Directly or indirectly, cause, instigate, encourage, condone, initiate, sponsor, support,  
333 direct or engage in any strike;
- 334 4. Fail or refuse to negotiate in good faith with the employer; or
- 335 5. Retaliate against an employee because of that employee's exercise of rights guaranteed  
336 under this Labor Code.

337  
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343  
344 **2.25.110 Checkoff.**

345  
346 (a) *Dues checkoff.* When an employee organization has been certified as the exclusive  
347 representative of the employees in the bargaining unit, it shall be the only employee  
348 organization eligible to obtain an agreement from the employer to deduct dues or service  
349 fees of the employee organization from the pay of those employees in the unit who provide  
350 a written, signed and dated authorization, and to remit said dues to the employee  
351 organization without cost. All authorizations shall be in effect for one (1) year and shall be  
352 automatically renewable from year to year unless written notice of termination by the  
353 employee is received by the Director of Human Resources. An employee may terminate  
354 an authorization at any time by giving thirty-days written notice to the Director of Human  
355 Resources.

356  
357 (b) *Indemnification.* The employer shall not have the authority to enter into a collective  
358 bargaining agreement that authorizes the deduction of dues from pay unless the agreement  
359 contains a provision whereby the employee organization agrees to indemnify the employer  
360 for any and all claims arising out of the deduction of dues and/or fees pursuant to this  
361 section.

362  
363 (c) *No compulsory union membership.* No agreement between the employer and an employee  
364 organization shall compel any employee to become and remain a member of the employee  
365 organization and/or pay dues.

366  
367  
368 **2.25.120 Permissible union activities.**

369  
370 Solicitation of members and dues may be conducted during work hours provided it is not disruptive  
371 to work. Employer-requested or approved consultations and meetings between the employer and

372 representatives of the exclusive representative shall, whenever practicable, be conducted on  
373 official time. Negotiations between the employer and representatives of the exclusive  
374 representative for the purpose of negotiating a collective bargaining agreement shall be conducted  
375 during work hours.

376  
377  
378 **2.25.130 Work actions prohibited.**

379 (a) *Definitions.* In this section, the following words have the meanings indicated.

- 381
- 382 1. "Lockout" means the temporary withholding of work, by means of shutting down an  
383 operation or function in order to bring pressure on employees or on their representatives  
384 to accept a change in compensation or rights, privileges, obligations, or other terms and  
385 conditions of employment.
  - 386
  - 387 2. "Strike" means the refusal or failure by an employee or group of employees to perform  
388 their duties of employment as assigned if a purpose of the refusal or failure is to induce,  
389 force, or require the City to act or refrain from acting with regard to any matter.
  - 390
  - 391 3. "Work stoppage" means: (i) The willful absence of a group of employees from their  
392 positions; (ii) The engaging in a slow-down by employees; or (iii) The refusal of  
393 employees to perform job duties.
  - 394

395 (b) *In general.* Strikes, work stoppages, and lockouts are prohibited.

396  
397 (c) *Prohibited employee actions.* Employees and employee organizations may not engage in,  
398 sponsor, initiate, support, direct, or condone a strike or work stoppage.

399  
400 (d) *Penalty for violation – Employee organization.* If an employee organization violates this  
401 section, the City Administrator shall submit the matter to arbitration for the arbitrator to  
402 determine the penalty, which can include revoking the employee organization's designation  
403 as exclusive representative or disqualifying the employee organization from participating  
404 in representation elections for a period of up to two years.

405  
406 (e) *Same - Employee.* An employee who violates this section is subject to immediate  
407 disciplinary action, which may include termination of employment.

408  
409 (f) *Lockouts prohibited.* The City may not direct a lockout against employees.

410  
411  
412 **2.25.140 Timeline of collective bargaining and impasse.**

413  
414 (a) *Timeline.* Regardless of the date upon which certification is issued to the employee  
415 organization, negotiations shall be held between October 1 and December 1. Any collective  
416 bargaining agreement reached as a result of any such negotiations shall be presented to the

417 City Council for ratification no later than April 15 and, if ratified by Council, shall become  
418 effective July 1.

- 419  
420 (b) *Impasse procedure.* If no understanding has been reached between the employer and  
421 exclusive representative by December 1, it shall be deemed that an impasse has been  
422 reached, at which time the matters in dispute may be submitted to arbitration and the parties  
423 shall follow the arbitration procedures set forth in this Chapter.

424  
425  
426 **2.25.150 Arbitration.**

- 427  
428 (a) *Matters subject to arbitration.* The employer or employee may submit to arbitration any  
429 alleged unfair labor practice, dispute regarding the application or interpretation of a  
430 collective bargaining agreement, or an impasse.

- 431  
432 (b) *Matters not subject to arbitration.* No grievance as defined by the City Employee  
433 Handbook shall be submitted to arbitration. Rather, all grievances shall follow the  
434 procedures set forth in the City's Employee Handbook, although an employee within a  
435 representation unit may elect to have representation from his/her exclusive representative  
436 at all steps in the grievance process.

- 437  
438 (c) *Mediation.* Before any dispute subject to arbitration proceeds to arbitration, the parties  
439 may mutually agree to first submit the dispute to mediation.

- 440  
441 (d) *Arbitrator selection.* The arbitrator shall be chosen by mutual agreement of the parties. If  
442 the parties are unable to agree, the parties, will ask the American Arbitration Association,  
443 Federal Mediation Conciliation Service, or JAMS to provide a list of 5 arbitrators from  
444 Maryland, who are familiar with public labor issues. Within seven days after receipt of the  
445 list, the parties shall alternately strike names and keep track of the order of the strikes. The  
446 party striking first shall be agreed to or determined by a coin toss. The last arbitrator  
447 remaining shall be arbitrator for that fiscal year.

- 448  
449 (e) *Powers and duties of arbitrator.* The arbitrator may:

- 450  
451 1. Convene and adjourn a hearing;  
452  
453 2. Administer oaths;  
454  
455 3. Call and examine witnesses;  
456  
457 4. Issue subpoenas to compel the presence of witnesses and the production of documents;  
458  
459 5. Hear the evidence; and  
460  
461 6. Issue a final and binding decision.  
462

463 (f) *Hearings.* Arbitration hearings shall be conducted in Salisbury, Maryland unless otherwise  
464 agreed in writing by the parties. The arbitrator shall designate a time and place for the  
465 hearing and notify the parties not less than 20 days before the hearing.

466  
467 (g) *Rights at hearing.* At the arbitration hearing, each party has the right to be heard, to present  
468 evidence material to the controversy, and to examine and cross-examine witnesses.  
469 Arbitrators are not bound by the technical rules of evidence.

470  
471 (h) *Time Limits.* Unless otherwise agreed, each party has up to four hours to present its case  
472 to the arbitrator so that the arbitration shall conclude within one day.

473  
474 (i) *Written decision.* The arbitrator shall make findings of fact and shall issue a written  
475 decision within 30 days after declaring the record closed, unless the parties otherwise agree  
476 in writing.

477  
478 (j) *Consideration of pertinent factors by arbitrator.* In making findings, the arbitrator shall  
479 take into consideration all pertinent factors, including, but not limited to:

- 480 1. Wages and all other benefits of employment of other similarly situated local  
481 government employees;
- 482 2. The value of all benefits available to or received by City employees as compared with  
483 private sector employees on the Delmarva Peninsula;
- 484 3. Cost-of-living information;
- 485 4. The availability of funds; and
- 486 5. Any agreement reached between the employer and any other City representation unit.

487  
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490  
491 (k) *Costs shared.* Each party shall bear its own expenses in connection with the arbitration  
492 proceedings. The parties shall share equally the fees and expenses of the arbitrator.

493  
494  
495  
496  
497 **2.25.160 Review of collective bargaining agreement.**

498  
499 The City Council shall vote on the ratification of any collective bargaining agreement. Prior to  
500 voting on the ratification of any collective bargaining agreement, the Director of Finance shall  
501 submit to the City Council a fiscal impact note addressing, at a minimum, the annual cost of the  
502 contract to the City, the increase or decrease in costs compared to the current or preceding contract,  
503 and how the costs of the agreement are to be funded.

504  
505 **BE IT FURTHER ENACTED AND ORDAINED BY THE COUNCIL OF THE**  
506 **CITY OF SALISBURY, MARYLAND,** as follows:

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

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

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

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

518           **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of  
519 the City of Salisbury held on the \_\_\_\_\_ day of \_\_\_\_\_, 2023 and thereafter, a statement of  
520 the substance of the Ordinance having been published as required by law, in the meantime, was  
521 finally passed by the Council of the City of Salisbury on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.  
522

523

524 **ATTEST:**

525

526

527

528 \_\_\_\_\_  
**Kimberly R. Nichols, City Clerk**

528 \_\_\_\_\_  
**Muir W. Boda, City Council President**

529

530

531

532 Approved by me, this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

533

534

535

536

537 \_\_\_\_\_  
**John R. Heath, Acting Mayor**

538