



CITY OF SALISBURY COUNCIL MEETINGS

Welcome and thank you for attending this public meeting. We appreciate your interest in what is happening in your City. Please familiarize yourself with the meeting procedures below:

Presiding Officer

The Council President is responsible for conducting the meeting and managing any public comment period. When the Council President is not present, the Council Vice President conducts the meeting.

Public Participation in City Council Meetings

1. In accordance with the Maryland Open Meetings Act, the general public is entitled to attend and observe all meetings of the Mayor and Council except in appropriate circumstances when meetings of the public bodies may be closed under the Act.
2. To encourage community engagement, the Council allows public comment using the following guidelines:
 - a. Work Sessions – persons desiring to speak on matters specific to the topics on the agenda may do so for up to three (3) minutes after each topic has been presented.
 - b. Regular Meetings – persons desiring to speak on any matter may do so for up to four (4) minutes during the “Public Comments” portion of the meeting.
 - c. Please fill out a comment form from the table as you enter Council Chambers, and turn it in to the Clerk.
 - d. The Council President will call you up to the podium. For the record, please state your name, whether you are a resident within the corporate limits of Salisbury, and any organization affiliation you are representing.
 - e. Questions posed by the public during the public comment portion will be logged and tracked by the City Clerk. The City Clerk will forward the questions to the appropriate individual or body for a response.
3. Those in attendance shall be courteous to one another, the Council, and to the proceedings while the Council is in session. Side conversations within the Council Chambers should be kept to a minimum and should not be disruptive.
4. The public body may have an individual removed if it is determined that the behavior of the individual is disruptive. Engaging in verbal comments intended to insult or slander anyone may be cause for termination of speaking privileges and/or removal from Council Chambers.
5. Please approach the City Clerk if you have questions or materials for the Council.

Please silence your cellphone.



CITY OF SALISBURY CITY COUNCIL AGENDA

APRIL 8, 2024

6:00 p.m.

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

Times shown for agenda items are estimates only.

- 6:00 p.m. CALL TO ORDER
- 6:01 p.m. WELCOME/ANNOUNCEMENTS/PLEDGE
- 6:02 p.m. CITY INVOCATION- Pastor David McLendon, St. James AME Zion Church
- 6:03 p.m. PROCLAMATION- Mayor Randolph J. Taylor
- Fair Housing Month
- 6:05 p.m. ADOPTION OF LEGISLATIVE AGENDA
- 6:05 p.m. CONSENT AGENDA- City Clerk Kim Nichols
- **Resolution No. 3338**- approving the appointment of Laura Toner to the Youth Development Advisory Committee for term ending April 2027
 - **Resolution No. 3339**- approving the appointment of Margaret Lawson to the Friends of Poplar Hill Board of Directors for term ending April 2027
- 6:07 p.m. ORDINANCES- City Attorney Heather Konyar
- **Ordinance No. 2859**- 2nd reading- approving a budget amendment of the FY2024 General Fund Budget to appropriate funds to the Salisbury Fire Department
 - **Ordinance No. 2860**- 2nd reading- authorizing the Mayor to enter into a contract with the Maryland Department of Health for the purpose of accepting grant funds in the amount of \$22,009, and to approve a budget amendment to the Grant Fund to appropriate these funds for the Salisbury Fire Department
 - **Ordinance No. 2861**- 1st reading- approving a budget amendment of the FY2024 General Fund Budget and the FY2024 Water Sewer Fund Budget to appropriate additional funds required for Field Operations
- 6:12 p.m. PUBLIC COMMENTS
- 6:17 p.m. ADMINISTRATION and COUNCIL COMMENTS
- 6:27 p.m. ADJOURNMENT
- 6:27 p.m. CLOSED SESSION #1 – Motion to convene in Closed Session to discuss the appointment, employment, assignment, promotion, discipline, demotion, compensation, removal,

resignation, or performance evaluation of appointees, employees, or officials over whom this public body has jurisdiction; or any other personnel matter that affects one or more specific individuals as authorized by the State Government Article, § 3-305(b)(1). The topic of discussion will be the selection of the Finance Director.

- 6:45 p.m. ADJOURNMENT OF CLOSED SESSION #1/CONVENE IN OPEN SESSION/REPORT OUT
- 6:47 p.m. CLOSED SESSION #2 – Motion to convene in Closed Session to consult with counsel to obtain legal advice on matters that relate to ongoing collective bargaining negotiations as authorized by the State Government Article, § 3-305(b)(7)(9). Council will consult with special legal counsel to consider all matters that relate to ongoing collective bargaining negotiations.
- 7:05 p.m. ADJOURNMENT OF CLOSED SESSION #2/CONVENE IN OPEN SESSION/REPORT OUT
- 7:10 p.m. ADJOURNMENT

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

NEXT COUNCIL MEETING – April 22, 2024

- Invocation- Pastor David McLendon, St. James AME Zion Church
- JDoliver Annexation Public Hearing
- Ordinance No. __- 2nd reading- Budget amendment to appropriate additional funds required for FOPs

Join Zoom Meeting

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

Meeting ID: 881 6325 3286

Passcode: 812389

Phone: 1.301.715.8592



City of Salisbury

To: Randy Taylor, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Youth Development Advisory Committee
Date: April 4, 2024

The following person has applied for appointment to the Youth Development Advisory Committee for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Laura Toner	April 2027

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

Attachments

Mayor's Office
115 S. Division St., Salisbury, MD 21801
410.548.3100
www.salisbury.md

1 **RESOLUTION NO. 3338**

2
3 BE IT RESOLVED, by the City of Salisbury, Maryland that the following
4 individual is appointed to the Youth Development Advisory Committee for the term
5 ending as indicated.

6
7 Name Term Ending
8 Laura Toner April 2027
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12 THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the
13 Council of the City of Salisbury, Maryland held on April _____, 2024.
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15 ATTEST:

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18 _____
19 Kimberly R. Nichols
20 CITY CLERK

D'Shawn M. Doughty
PRESIDENT, City Council

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23 APPROVED BY ME THIS

24
25 _____ day of _____, 2024
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28 _____
29 Randolph J. Taylor, Mayor



To: Randy Taylor, Mayor
From: Jessie Turner, Administrative Assistant
Subject: Appointment to the Friends of Poplar Hill Board of Directors
Date: April 4, 2024

The following person has applied for appointment to the Friends of Poplar Hill Board of Directors for the term ending as indicated:

<u>Name</u>	<u>Term Ending</u>
Margaret Lawson	April 2027

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

Attachments

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RESOLUTION NO. 3339

BE IT RESOLVED, by the City of Salisbury, Maryland that the following individual is appointed to the Friends of Poplar Hill Board of Directors for the term ending as indicated.

<u>Name</u>	<u>Term Ending</u>
Margaret Lawson	April 2027

THE ABOVE RESOLUTION was introduced and duly passed at a meeting of the Council of the City of Salisbury, Maryland held on April 8, 2024.

ATTEST:

Kimberly R. Nichols
CITY CLERK

D'Shawn M. Doughty
PRESIDENT, City Council

APPROVED BY ME THIS
_____ day of _____, 2024

Randolph J. Taylor, Mayor

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ORDINANCE NO. 2859

**AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A
BUDGET AMENDMENT OF THE FY2024 GENERAL FUND BUDGET TO
APPROPRIATE FUNDS TO THE SALISBURY FIRE DEPARTMENT.**

WHEREAS, the Salisbury Fire Department has experienced a significant increase in the use of overtime funds due to sick leave, retirements, resignations, and FMLA leave resulting in a shortage of funds in the Salaries-Overtime account; and

WHEREAS, these overtime funds were used to ensure that emergency personnel were staffing units so that emergency calls for service were being handled appropriately; and

WHEREAS, the Salisbury Fire Department has a Salaries-Overtime Account that is operating at a shortage for the remainder of FY2024; and

WHEREAS, the Salisbury Fire Department has a need for additional funding to ensure safe, effective, and efficient staffing levels and response to emergency calls for the remainder of FY2024; and

WHEREAS, the City of Salisbury received an unexpected disbursement of \$113,732.25 from the underpayment of Medicaid EMS transports as a part of the EMS Supplemental Payment Program (ESPP) and seeks to increase the EMS Medicaid Revenue Account with those funds accordingly; 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 2024 General Fund Budget be and is hereby amended as follows:

- (a) Increase the Current Year EMS Medicaid Revenue Account (01000-433219) by \$113,732.25; and
- (b) Increase the Salisbury Fire Department's Salaries/Overtime Account (24035-501021) Salaries/Overtime Account by \$113,732.25.

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.

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55 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
56 Salisbury held on the **XXth** day of **April**, 2024 and thereafter, a statement of the substance of the Ordinance
57 having been published as required by law, in the meantime, was finally passed by the Council of the City
58 of Salisbury on the **XX** day of **April**, 2024.

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60 **ATTEST:**

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Kimberly R. Nichols, City Clerk

_____ **D'Shawn M. Doughty, City Council President**

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67 Approved by me, this _____ day of _____, 2024.

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Randolph J. Taylor, Mayor

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ORDINANCE NO. 2860

AN ORDINANCE OF THE CITY OF SALISBURY AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH THE MARYLAND DEPARTMENT OF HEALTH FOR THE PURPOSE OF ACCEPTING GRANT FUNDS IN THE AMOUNT OF \$22,009, AND TO APPROVE A BUDGET AMENDMENT TO THE GRANT FUND TO APPROPRIATE THESE FUNDS FOR THE SALISBURY FIRE DEPARTMENT.

WHEREAS, the Maryland Department of Health has a Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Grant Program (“Program”); and

WHEREAS, the purpose of the Program is to provide funding for the cancer screening and testing of Professional and Volunteer Firefighters; and

WHEREAS, the City of Salisbury submitted a grant application to the Maryland Department of Health for funding of cancer screenings of its members as part of the Program; and

WHEREAS, Maryland Department of Health has awarded the City grant funds in the amount of \$22,009; and

WHEREAS, the City of Salisbury must enter into a grant agreement with the Maryland Department of Health to defining how these funds will be released and accepted; and

WHEREAS, all funds shall be used to provide cancer testing and screening to Salisbury Fire Department members; 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 Randolph J. Taylor is hereby authorized to enter into a grant agreement with the Maryland Department of Health, on behalf of the City of Salisbury, for the City’s acceptance of grant funds in the amount of \$22,009.

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 State of Maryland Revenue Account No. 10500-424000-XXXXX by \$22,009.

(b) Increase Medical Expense Account No. 10500-513040-XXXXX by \$22,009.

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

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

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

52 **Section 6.** This Ordinance shall take effect from and after the date of its final passage.
53

54 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of
55 Salisbury held on the _____ day of _____, 2024 and thereafter, a statement of the substance of the
56 Ordinance having been published as required by law, in the meantime, was finally passed by the Council of the
57 City of Salisbury on the _____ day of _____, 2024.

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59 **ATTEST:**

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63 **Kimberly R. Nichols, City Clerk**

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65 **D'Shawn M. Doughty, City Council President**

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67 Approved by me, this _____ day of _____, 2024.

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72 **Randolph J. Taylor, Mayor**

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**ORGANIZATIONS RECEIVING APPROPRIATIONS FROM THE STATE
STANDARD GRANT AGREEMENT**

This Agreement, which is executed in compliance with Section 7-402 of the State Finance and Procurement Article of the Annotated Code of Maryland, is made this 5th day of April 2024, between the State of Maryland (the "State"), acting through the Maryland Department of Health (the "Department"), located at 201 West Preston Street, Baltimore, MD and the City of Salisbury on behalf of the Salisbury Fire Department (the "Grantee"), located at 125 N Division St. in Salisbury, Wicomico County, 21874, a Maryland Limited Liability Company / Corporation .

1. Effective on the date of execution of this Agreement, the State is extending to the Grantee a grant in the amount of Twenty-two Thousand Nine Dollars (\$ 22,009) (the "Grant"), which the Grantee shall use only for the following purposes: to procure and administer innovative cancer screening tests for county firefighters in accordance with Health-General Article §§ 13-4001-13-4007 and as part of the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program for the period of April 15, 2024 - June 30, 2024.

2. Any expenditure of Grant funds that is not consistent with purposes stated in paragraph 1 may, at the sole discretion of the Department, be disallowed. Should any expenditure be disallowed or should the Grantee violate any of the terms of this Agreement, the State may require repayment to the State Treasury, an offset from any State Grant to the Grantee in the current or succeeding fiscal year, or other appropriate action. The Grantee shall repay to the State any part of the Grant that is not used for the purposes stated in paragraph 1 within 3 months after the date of this Agreement.

3. The Grantee may not sell, lease, exchange, give away, or otherwise transfer or dispose of real or personal property, or any part of or interest in real or personal property, acquired with Grant funds without the prior written consent of the Department. This includes transfer or disposition to a successor on the merger, dissolution, or other termination of the existence of the Grantee. The Grantee shall give the Department written notice at least 30 calendar days before any proposed transfer or disposition. Any proceeds from a permitted transfer or disposition shall be applied to repay to the State a percentage of that portion of the Grant allocable to the particular real or personal property transferred or disposed of, unless the Department and the Grantee agree to other terms and conditions. The percentage shall be equal to the percentage of the unadjusted basis of the property that would remain if the property had been recovery property placed in service after December 31, 1980 and if all allowable deductions had been taken up to the time of disposition under the Accelerated Cost Recovery System (ACRS) specified in the United States Internal Revenue Code, Section 168(b)(1).

4. For any item of real or personal property that is acquired with Grant funds and has an original fair market value of Five Thousand Dollars (\$5,000) or more, the Grantee shall, at its own expense, and for the reasonable useful life of that item or for 5 years, whichever is less, obtain and maintain insurance. The insurance shall provide full protection for the Grantee and the State against loss, damage, or destruction of or to the real or personal property. The Grantee shall, on request, provide the Department with satisfactory evidence of its compliance with this requirement. Proceeds of insurance required by this paragraph shall be applied toward replacement of the real or personal property or toward the partial or total repayment of the State of the Grant, in the sole discretion of the Department.

5. The Grantee may not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or any other characteristic forbidden as a basis for discrimination by applicable laws, and certifies that its Constitution or by-laws contains a non-discrimination clause consistent with the Governor's Code of Fair practices.

6. The person executing this Agreement on behalf of the Grantee certifies, to the best of that person's knowledge and belief, that:

A.) 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;

B.) The Grantee has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Grantee, to solicit or secure the Grant or this Agreement, and the Grantee has not paid or agreed to pay any such entity any fee or other consideration contingent on the making of the Grant or this Agreement; **the grantee understands and complies with the Conflicts of Interest provision of the Public Ethics Law, Maryland Code Annotated, General Provisions, Title 5, Subtitle 5.**

C.) 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, Licensing and Regulation, and has paid or arranged for the payment of all taxes due to the State; and

D.) No money has been paid to or promised to be paid to any legislative agent, attorney, or lobbyist for any services rendered in securing the passage of legislation establishing or appropriating funds for the Grant.

E.) Neither the Grantee, nor any of its officers or directors, nor any person substantially involved in the contracting or fund raising activities of the Grantee, is currently suspended or debarred from contracting with the State or any other public entity or subject to debarment under the Code of Maryland Regulations, COMAR 21.08.04.04.

7. Within 60 calendar days after the close of any grant period in which the Grantee receives funds under this Agreement, the Grantee shall provide to the Department an itemized statement of expenditures, showing how the funds were expended for that grant period. In addition, a copy of the statement shall be mailed to the Director, General Accounting Division, Office of the Comptroller of the Treasury, Room 200, Louis L. Goldstein Treasury Building, Annapolis, Maryland 21401. The Grantee shall retain bills of sale or other satisfactory evidence of the acquisition of any real or personal property for at least 3 years after the date of this Agreement. The Department, the Department of Budget and Management, the State Comptroller, and the Legislative Auditor, or any of them, may examine and audit this evidence, on request, at any reasonable time within the retention period.

8. The Grantee shall comply with Section 7-221, 7-402, and 7-403 of the State Finance and Procurement Article of the Annotated Code of Maryland, as applicable.

9. The laws of Maryland shall govern the interpretation and enforcement of this Agreement.

10. This Agreement shall bind the respective successors and assigns of the parties.

11. The Grantee may not sell, transfer, or otherwise assign any of its obligations under this Agreement, or its rights, title, or interest in this Agreement, without the prior written consent of the Department.

12. No amendment to this Agreement is binding unless it is in writing and signed by both parties.

13. The following items are incorporated by referenced and made a part of this Agreement Appendix A, B, & D, Attachment A, B, C, D, & E.

IN TESTIMONY WHEREOF, WITNESS the hands and seals of the parties.

GRANTEE

DEPARTMENT

(Name of Corporation or Association)

Maryland Department of Health
(Name of Corporation or Association)

By: _____
SEAL

By: _____
SEAL

Name: _____

Name: Courtney McFadden

Title: _____

Title: Deputy Director, PHPA

Date: _____

Date: _____

APPENDIX A

The Department's Grant Monitor is:

Sadie Peters
Medical Director, Center for Cancer Prevention and Control
Maryland Department of Health
201 W. Preston Street
Baltimore, Maryland 21201
410-371-3901
sadie.peters@maryland.gov

The Grantee's Grant Monitor is:

Christopher L. Truitt, B.S. NRP, CPSL
EMS Assistant Chief
Salisbury Fire Department
City of Salisbury
325 Cypress St.
Salisbury, MD 21801
410-548-3120, ext 107(office); 410-251-2000 (Cell)
ctruitt@salisbury.md

I. BACKGROUND INFORMATION OF AGREEMENT

Occupational exposure as a firefighter is carcinogenic. According to the National Institute for Occupational Safety and Health (NIOSH), firefighters have a [9% higher risk](#) of developing cancer and a 14% higher risk of dying from cancer compared to the general United States population. Screening tests that detect early signs of cancers, when the cancer may be easier to treat and cure, can decrease an individual's chance of dying from cancer. However, even with such known occupational exposures, firefighters may have difficulty receiving early cancer screenings because standard cancer screening guidance provides no specific indications for early screening based on this occupation.

As required by Health-General Article §§ 13-4001-13-4007, through the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Program, the Center for Cancer Prevention and Control is funding local fire departments and volunteer fire departments to obtain innovative cancer screening tests that may be unavailable during routine physical examinations or that may not be covered by insurance.

II. DUTIES OF THE GRANTEE

The goal of the Program is to reduce cancer mortality among professional and volunteer firefighters while advancing the adoption of novel technologies that may also benefit the health of Marylanders and the economy of the State. The funds are to be used to cover procurement and administrative costs associated with innovative testing not offered during routine physical or not covered by insurance. Definitive cancer diagnostic testing and treatment are outside the scope of this project.

SCOPE OF WORK:

Fire departments awarded a grant through this program are expected to:

A. Firefighter Recruitment and Procurement of the Screening Tests

1. Recruit firefighters to be screened with the innovative cancer screening tests.
 - a. Select firefighters at the highest cancer risk based on scientific and medical research reports

B. Test Procurement

1. Procure the innovative cancer screening tests solely for use by the firefighters identified

C. Cancer Screening Operations and Records Retention Requirements

1. Administer the innovative cancer screening tests with oversight by qualified health care providers.
 - a. Maintain an inventory of the innovative cancer screening tests purchased by the Applicant, verify administration of each test, and maintain a record of the innovative cancer screening tests administered by health care providers.
 - b. Retain all records pertaining to the grant for 3 years from the date the final report is submitted to MDH or longer in case of an audit or litigation until the completion of the audit or litigation.

- c. Participate in audits as required by MDH.

D. Follow up diagnostic testing and treatment

1. Implement a robust standardized process for follow up testing and diagnosis if screening tests are positive
 - a. Funds independent of those provided by this grant are to be used for follow testing and pursuit of diagnoses.

E. Reporting Requirements

1. Submit an interim report describing the progress of the grant along with any invoice submitted.
2. Submit a comprehensive final report describing the activities conducted under the grant for the entire grant period no later than 45 days after the date the grant period ends. The comprehensive final report shall also include:
 - a. The number of individuals screened through the grant
 - b. The type of screening test(s) used
 - c. The cost of the screening test(s)
 - d. The number of cancers detected by the screening test(s)
 - e. The types of cancers detected by the screening test(s)

The City of Salisbury for Salisbury Fire Department will screen 150 firefighters for cancer using the screening tests obtained with the grant funding provided for this project.

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APPENDIX B (insert revised budget)

Cost Estimate for:

**Maryland Professional and Volunteer Innovative Cancer Screening Technologies
Program—City of Salisbury on behalf of the Salisbury Fire Department**

PERIOD OF PERFORMANCE - April 15 - June 30, 2024

LINE ITEMS MAY NOT BE CHANGED	DHMH FUNDING REQUEST	SUPPLEMENTAL FUNDING REDUCTION	OTHER DIRECT FUNDING			PROGRAM BUDGET
			FED./STATE LOCAL & GOV'T	ALL OTHER AGENCY	TOTAL OTHER FUNDING	
SALARIES/SPECIAL PAYMENTS						
FRINGE						
CONSULTANTS						
EQUIPMENT						
PURCHASE OF SERVICE						
RENOVATION						
CONSTRUCTION						
REAL PROPERTY PURCHASE						
UTILITIES						
RENT						
FOOD						
MEDICINES & DRUGS						
MEDICAL SUPPLIES	21,940					21,940
OFFICE SUPPLIES						
TRANSPORTATION/TRAVEL						
HOUSEKEEPING/ MAINTENANCE/REPAIRS						
POSTAGE	69					69
PRINTING/DUPLICATION						
STAFF DEVELOPMENT/ TRAINING						
CLIENT ACTIVITIES						
ADVERTISING						
INSURANCE						
LEGAL/ACCOUNTING/AUDIT						
PROFESSIONAL DUES						
OTHER (ATTACH ITEMIZATION)						
TOTAL DIRECT COSTS						
INDIRECT COST						
TOTAL COSTS						
LESS: CLIENT FEES						
DHMH FUNDING	22,009					22,009

One Test Commercial: \$21750

Justification: This will cover the cost for 150 tests, enough to test each member of the SFD that voluntarily participates.

Shipping and Handling: \$69

Justification: This covers the costs associated with shipping the test kits to the SFD.

Butterfly Needles: \$165

Justification: Needles are required for the blood draw for each kit

BD Vacutainers: \$25

Justification: Vacutainers are required to transfer the blood from the butterfly needle into the sample tubes provided by the One Test kits

III. DUTIES OF THE DEPARTMENT

Other than awarding the funds to the City of Salisbury on behalf of Salisbury Fire Department for this project, MDH's Center for Cancer Prevention and Control will:

- Provide necessary technical support and monitoring to City of Salisbury on behalf of Salisbury Fire Department to ensure state and federal grant compliance.

This includes but is not limited to:

- Completion of the MDH Office of the Inspector General Risk Assessment
- Completion of the Standard Grant Agreement Checklist
- Determination of Good Standing With The State of Maryland
- Review for Debarment, Suspension, or any Exclusion from doing business with Maryland
- Determination regarding No Conflicts of Interest
- Review of Single Audits
- Review for Debarment, Suspension, or any Exclusion from doing business with the Federal Government

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SECTION IV. INCORPORATION BY REFERENCE

Both parties hereby agree that the documents described below, if any, are hereby incorporated into and made an integral part of this Agreement: (Type "None", if none)

Exact Title of Document(s)	Number of Pages
<u>Conditions of Award- Attachment A</u>	<u>2</u>
<u>Debarment Affirmation- Attachment B</u>	<u>2</u>
<u>Certification Regarding Tobacco Smoke- Attachment C</u>	<u>1</u>
<u>Certification Regarding Lobby- Attachment D</u>	<u>4</u>
<u>Additional Information required for Prevention and Health Promotion Administration Grants - Attachment E</u>	<u>2</u>
<u>Programmatic Terms and Conditions for Grantees - Appendix D</u>	<u>1</u>

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CONDITIONS OF AWARD

Maryland Department of Health (MDH)

Period of Performance: April 15, 2024 - June 30, 2024

Important Dates:

May 15, 2024: First Progress Report; First Month Invoice due
June 15, 2024: Second Progress Report; Second Month Invoice due
June 15, 2024: All funds obligated
June 30, 2024: All funds must be spent
July 15, 2024: Final Progress Report; Third Month Invoice due
August 14, 2024: Final fiscal report due to MDH

The grantee, City of Salisbury on behalf of Salisbury Fire Department, shall comply with these conditions. Consequences for failure to comply with these conditions may include: a point reduction in score for future competitive and non-competitive applications, a reduction of overall award, audit exceptions and/or reduction in future awards.

Program Requirements:

1. The grantee, City of Salisbury on behalf of Salisbury Fire Department, agrees to comply with MDH guidelines and initiatives with regards to their expenditures/purchases.
2. When procuring equipment, the recipient must comply with the procurement standards at 45 CFR Part 92.36 and 45 CFR 74.40 through 74.48, including 74.45, which requires the performance and documentation of some form of cost or price analysis with every procurement action.
3. The grantee will perform activities that coordinate, integrate, prioritize and sustain improvements in public health emergency preparedness.
4. The grantee will participate in conference calls and/or meetings as requested by the Department.
5. The grantee should inform the MDH as a courtesy when a presentation or publication is made public that involves programs or data partially or fully funded by MDH, and any federal grants. All reports, data, software, or presentations generated from federal funded projects must be made available to MDH for review and comment prior to release or distribution.
6. The grantee, City of Salisbury on behalf of Salisbury Fire Department, will provide acknowledgement to the Maryland Department of Health when issuing or distributing statements, promotional materials or publications, press releases, requests for proposals/information/applications/etc., bid solicitations, or for meetings and/or conferences that are funded fully or in part with funds awarded through the Department. Please use the following phrase when referencing the Department's support: "This article/conference/ publication/etc. was supported in part/fully by the Maryland Department of Health."

Fiscal Requirements:

1. The grantee, shall **not** use Maryland Professional and Volunteer Firefighters Innovative Cancer Screening Technologies Program funds to:
 - a. Support the costs of operating clinical trials of investigational agents, equipment or treatments;
 - b. Make payments directly to recipients of services, except for reimbursement of reasonable and allowable out-of-pocket expenses associated with consumer participation in State or consortia activities;
 - c. Support legal services;

- d. Provide direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
 - e. Purchase or improve land, or to purchase, construct, or make permanent improvements to any building, except for minor remodeling;
 - f. Pay property taxes;
 - g. Fund capital improvement projects;
 - h. Supplant personnel costs and/or other activities.
 - i. Prepare, distribute, or use of any material (publicity/propaganda) or to pay the salary or expenses of grants, contract recipients, or agents that aim to support or defeat the enactment of legislation, regulation, administrative action, or executive order proposed or pending before a legislative body.
2. The grantee will comply with all MDH and federal fiscal requirements for timely submission of detailed budgets and budget modifications, including monthly invoice requirements.
 3. Invoices must show actual expenditures and not planned expenditures.
 4. The grantee will return any unspent and unobligated funds to MDH and provide the necessary supporting documentation.

Audits:

The grantee shall submit audits in accordance with Federal OMB 2 CFR 200, Subpart F - Audit Requirements. An electronic copy of all audits (2 CFR 200 Subpart F, as well as independent auditors) performed against federal funding should be forwarded to the Department for review.

Site Visits and Surveys:

1. As requested, the grantee shall participate fully in the MDH Quality Improvement and Technical Assistance activities, which may include, but are not limited to:
 - a. Comprehensive site visits at the Department's request within the project period;
 - b. Interviews of staff, review of fiscal and program records, monitoring, risk assessment, review of inventory purchased against federal funding, interviews with administrators, and observation of program activities/facility.

Equipment Inventory Requirements:

Equipment purchased with federal funds may be recalled or requested to support local, regional and/or statewide emergency response efforts and must be cataloged for future reference and review. Cataloging of equipment should be updated and maintained throughout the project period.

Risk Assessment:

The grantee shall be required to participate in an MDH Risk Assessment in accordance with Federal OMB 2 CFR §200.205 (b) thru (d), §200.207, and §200.331 (b) thru (h). As part of this requirement, sub-recipients will be monitored based on a risk level of High, Medium or Low. Each risk level imposes certain monitoring requirements set by the MDH Office of the Inspector General in accordance with the above federal guidelines.

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DEBARMENT AFFIRMATIONS

In accordance with the requirements of United States Office of Management and Budget's Grants and Cooperative Agreements with State and Local Governments OMB 2 CFR 200.213, Suspension and debarment:

A. **AUTHORIZED REPRESENTATIVE**

I HEREBY AFFIRM THAT:

I am the _____
(Title)

and the duly authorized representative of

(City of Salisbury on behalf of Salisbury Fire Department)

and that I possess the legal authority to make this Affidavit on behalf of myself and the entity for which I am acting.

B. **AFFIRMATION REGARDING DEBARMENT**

I HEREBY AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entities, or any of its officers, directors, partners, or any of its employees directly involved in obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows [list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the entity, the grounds for the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds for the debarment or suspension]:

C. **AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES**

I FURTHER AFFIRM THAT:

1. The entity was not established and it does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
2. The entity is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred entity, except as follows [indicate the reason(s) why the affirmations cannot be given without qualification]:

D. SUB-CONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above entity, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

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DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Services
Health Resources and
Service Administration
Rockville, MD 20857

CERTIFICATION REGARDING ENVIRONMENT TOBACCO SMOKE

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned, or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole sources of applicable Federal funds are Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply will result with the monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this certification, the offer or/contractor (for acquisitions) or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

X

Signature of Authorized Certifying Official

4/2004

Certification Regarding Lobbying

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract the making of any Federal grant, the making 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 or an employee of a Member of Congress in connection with this Federal contract grant loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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 unto. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352 title U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 for each such failure.

Award No.	Organizational Entry
Name and Title of Official signing for Organizational Entry <input checked="" type="checkbox"/>	Telephone No. of Signing Official <input checked="" type="checkbox"/>
Signature of Above Official <input checked="" type="checkbox"/>	Date Signed <input checked="" type="checkbox"/>

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g. the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, sub-grants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational Level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in item 1 (e.g. Request for Proposal (RFP) number, Invitation for BID (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name First Name, and Middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box (es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box (es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal Official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-FFF-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

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DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: a. Contract b. Grant c. Cooperative agreement d. Loan e. Loan guarantee f. Loan insurance	2. Status of Federal Action: a. Bid/offer/application b. Initial award c. Post-award	3. Report Type a. Initial filing b. Material change For Material Change Only: Year ____ quarter ____ Date of last report _____
4. Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier ____ if known: Congressional District, <i>if known</i>	5. If Reporting Entity in No. 4 is Sub-awardee, enter Name and address of Prime: Congressional District, <i>if known</i>	
6. Federal Department/Agency:	7. Federal Program Name/Description:	
8. Federal Action Number, <i>if known</i> :	9. Award Amount, <i>if known</i> :	
10. a. Name and Address of Lobbying Entity: (If individual, last name, first name, MI):	11. Individuals Performing Services (Including address if different from No. 10a) (last name, first name, MI):	
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____	13. Type of Payment (Check all that apply): <input type="checkbox"/> a. Retainer <input type="checkbox"/> b. One-time fee <input type="checkbox"/> c. Commission <input type="checkbox"/> d. Contingent fee <input type="checkbox"/> e. Deferred <input type="checkbox"/> f. Other, specify: _____	
12. Form of Payment (check all that apply): <input type="checkbox"/> a. Cash <input type="checkbox"/> b. In-kind: specify: nature _____ value _____		
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11: <p style="text-align: center;">(attached Continuation Sheet(s) SF-LLL-A <i>if necessary</i>)</p>		
15. Continuation Sheet(s) SF-LLL-A attached: _____ yes _____ no		
16. Information required through this form is authorized by title 31 U.S.C. sections 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the per above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,00 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No: _____ Date: _____	
Federal Use Only:	Authorized for Local Reproduction Standard form-LLL	

Continuation Sheet

Reporting Entity: _____ Page ____ of ____

Authorized for Local Reproduction Standard Form-LLL-A

ATTACHMENT E

ADDITIONAL INFORMATION REQUIRED FOR PREVENTION AND HEALTH PROMOTION ADMINISTRATION GRANTS

1. The grant period or term is:
_____ April 15, 2024 - June 30, 2024 _____

2. There (are / _____ are not) programmatic conditions that apply to this grant, regardless of the type of funding. These conditions are contained in Appendix D.

3. Within 30 calendar days after the close of any grant period, the Grantee shall provide to the MDH Department of Program Cost and Accounting and the PHPA grantor an itemized statement of expenditures showing how the funds were expended for the grant period.

4. Interim fiscal reporting requirements for this grant are listed below. Please use invoice Forms DHMH 437 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx) and DHMH 438 (http://dhmh.maryland.gov/Pages/sf_gacct.aspx). All interim fiscal reports must be sent to the grant monitor within 30 days of the listed dates. Failure to submit the interim reports as described may delay further disbursement of grant funds.

May 15, 2024 First Month Invoice due _____

_ June 15, 2024 Second Month Invoice due _____

_ July 15, 2024: Third Month Invoice due _____

_ August 14, 2024 Final fiscal report due to MDH _____
See Form 440 http://dhmh.maryland.gov/Pages/sf_gacct.aspx

5. All expenditure reports must be signed by the Chief Executive Officer or the Chief Financial Officer of the grantee's organization.

6. Before any grant funds are distributed, the Grantee shall provide a budget detailing how the grant funds are to be expended.

7. PHPA may call for annual independent financial audits of past and future grants to verify the propriety of reported expenditures.

8. Whenever funds must be distributed prior to the beginning of the grant period, subsequent payments to the Grantee will be made only after the Grantor verifies, through detailed expenditure reports, that the initial funds have been spent.

9. Federal Funding Acknowledgement (if applicable)
 - a. This grant (_____ does/ does not contain federal funds.

10. This grant (does/ does not contract with subproviders on a cost reimbursement basis.

PROGRAMMATIC TERMS AND CONDITIONS FOR GRANTEES

The following conditions are specific to the Maryland Professional and Volunteer Firefighter Innovative Cancer Screening Technologies Program grants.

A. Ownership of Cancer Screening Tests.

A grantee:

- a. Shall ensure that a cancer screening test purchased under a Program grant is used for the sole purpose of the grant;
- b. Shall keep an inventory of cancer screening tests purchased; and
- c. May not transfer a cancer screening test to another entity without written permission from the Department.

B. Termination.

- a. The Department may terminate a grant:
 - i. If a grantee fails to comply with:
 - 1. The requirements of this chapter; or
 - 2. State, federal, and municipal laws applicable to the grant;
 - ii. If a grantee fails to carry out the purposes for which the grant was awarded;
 - iii. In compliance with a court order; or
 - iv. At the request of the grantee.
- b. The Department may not be held responsible for any expenses incurred by a grantee after cancellation of a grant.
- c. The grantee shall return all unexpended funds to the Department within 30 days of termination of a grant.

C. Liability.

- a. A grantee shall be solely responsible for its actions related to the:
 - i. Program application process; and
 - ii. Activities conducted under a grant.
- b. The Department may not be held liable for any claims, losses, liabilities, expenses, or damages arising from activities related to the:
 - i. Program application process; or
 - ii. Activities conducted under a grant.

In addition, grantees are subject to terms and conditions listed in the Department’s Human Services Agreement Manual (see: https://health.maryland.gov/Pages/sf_gacct.aspx).



To: Andy Kitzrow, City Administrator

From: Jake Pavolik; Assistant Director of Field Operations

Subject: Budget Amendment-Transfer of Surplus Proceeds

Date: March 21, 2024

The Department of Field Operations requests the transfer of funds amounting to \$40,113.57 from the recent online auction of equipment and vehicles. The specified accounts listed in the attached ordinance will receive these funds. The allocated funds will be utilized for the acquisition and maintenance of vehicles and equipment within each respective department.

Thank you for your consideration on this request.

Inventory ID	Description	Category	Seller Payment
Gar-3	Caterpillar Forklift	Forklifts	\$994.38
HCDD-6	2003 Jeep Liberty Sport 2WD	SUV	\$1,202.50
Parks Toro	Toro Groudsmaster 325-D	Mowing Equipment	\$741.85
PM-3	John Deere Tractor	Tractor - Farm	\$2,449.40
PM-7	14' Boat	Boats, Marine Vessels and Supplies	\$1,734.38
S-5	International Dump Truck with Plow and Salt Spreader	Trucks, Heavy Duty 1 ton and Over	\$9,250.00
S-11	Carson 8' Trailer	Trailers	\$467.13
S-35	2000 Dodge Ram Wagon 2500	Vans	\$3,237.50
San-3	1997 Ford F800	Vans	\$4,625.00
SkyJack Scissor Li	SkyJack Scissor Lift	Forklifts	\$2,358.75
SEW-12	John Deere 410D Loader	Loaders	\$9,897.50
T-11	Ingersoll-Rand Air Compressor	Compressors	\$1,975.80
W-14	Miller Big 40 Welder on Trailer	Welding Equipment	\$1,179.38
			\$40,113.57

1 **ORDINANCE NO. 2861**

2
3 **AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET**
4 **AMENDMENT OF THE FY2024 GENERAL FUND BUDGET AND THE FY2024**
5 **WATER SEWER FUND BUDGET TO APPROPRIATE ADDITIONAL FUNDS**
6 **REQUIRED FOR FIELD OPERATIONS.**
7

8 **WHEREAS**, the City has declared multiple pieces of equipment as surplus and the equipment has been sold
9 through online auction; and

10 **WHEREAS**, the City equipment was operated by Field Operations, Housing and Community Development and
11 Water Works Departments; and

12 **WHEREAS**, the City’s Field Operations, Housing and Community Development and Water Works
13 Departments desire to use the proceeds to assist in purchasing and repairing equipment; and

14 **WHEREAS**, the funds will be instrumental in continued operations for Field Operations, Housing and
15 Community Development and Water Works Departments; and

16 **WHEREAS**, the budget amendment as provided herein must be made upon the recommendation of the Mayor
17 and the approval of four-fifths of the Council of the City of Salisbury.
18

19 **NOW, THEREFORE, BE IT ENACTED AND ORDAINED BY THE COUNCIL OF THE CITY OF**
20 **SALISBURY, MARYLAND**, as follows:
21

22 **Section 1.** The City of Salisbury’s Fiscal Year 2024 General Fund budget is hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469200	Sale of Fixed Assets	29,013.57
Increase	Expense	30000-534302	Equipment	29,013.57

23
24 **Section 2.** The City of Salisbury’s Fiscal Year 2024 Water Sewer budget is hereby amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	60100-469200	Sale of Fixed Assets	9,897.50
Increase	Expense	82076-534302	Equipment	9,897.50

25
26 **Section 3.** The City of Salisbury’s Fiscal Year 2024 Housing and Community Development budget is hereby
27 amended as follows:

Increase (decrease)	Account Type	Account	Description	Amount
Increase	Revenue	01000-469200	Sale of Fixed Assets	1,202.50
Increase	Expense	25200-534308	Vehicle Repair	1,202.50

28

29

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

32 **Section 4.** It is the intention of the Mayor and Council of the City of Salisbury that each provision of this
33 Ordinance shall be deemed independent of all other provisions herein.

34 **Section 5.** It is further the intention of the Mayor and Council of the City of Salisbury that if any section,
35 paragraph, subsection, clause or provision of this Ordinance shall be adjudged invalid, unconstitutional or otherwise
36 unenforceable under applicable Maryland or federal law, such adjudication shall apply only to the section, paragraph,
37 subsection, clause or provision so adjudged and all other provisions of this Ordinance shall remain and shall be deemed
38 valid and enforceable.

39 **Section 6.** The recitals set forth hereinabove are incorporated into this section of the Ordinance as if such recitals
40 were specifically set forth at length in this Section 6.

41 **Section 7.** This Ordinance shall take effect from and after the date of its final passage.

42
43 **THIS ORDINANCE** was introduced and read at a Meeting of the Mayor and Council of the City of Salisbury
44 held on the 8th day of April, 2024 and thereafter, a statement of the substance of the Ordinance having been published as
45 required by law, in the meantime, was finally passed by the Council of the City of Salisbury on the ____ day of
46 _____, 2024.

47
48
49 **ATTEST:**

50
51
52
53 _____
54 **Kimberly R. Nichols, City Clerk**

53 _____
54 **D'Shawn M. Doughty, City Council President**

55
56
57 Approved by me, this _____ day of _____, 2024.

58
59
60
61 _____
62 **Randolph J. Taylor, Mayor**
63