



MARYLAND

**SALISBURY CITY COUNCIL  
WORK SESSION AGENDA**

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**TUESDAY - SEPTEMBER 8, 2015**  
**COUNCIL CHAMBERS**  
**GOVERNMENT OFFICE BUILDING**

- 4:00 p.m. Closed Session in accordance with Annotated Code of Maryland §10-508(a)(7)(8)(14)
- 5:00 p.m. Single vs. Double Stream Recycling – Council Discussion – Mike Moulds
- 5:20 p.m. MOU with Maryland Broadband for Fiber Downtown – Mike Moulds/Mark Tilghman
- 5:40 p.m. Change Order for AMT for Maryland Broadband- Fiber – Mike Moulds
- 6:00 p.m. Adult Drug Treatment Grant – Chief Barbara Duncan
- 6:15 p.m. Change in Water & Sewer Fund – Mike Moulds/Keith Cordrey
- 6:30 p.m. Zoo Reorganization – Michael Moulds
- 6:50 p.m. Council discussion
- 7:00 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 10-508(a).*

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INTER

OFFICE

# MEMO

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***OFFICE OF THE MAYOR***

**To:** Tom Stevenson, City Administrator  
**From:** Julia Glanz, Assistant City Administrator JG  
**Subject:** Maryland Broadband- Fiber MOU  
**Date:** August 28, 2015

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Please find a resolution and MOU between the City of Salisbury and Maryland Broadband Cooperative, Inc. which would allow for the construction, implementation, and upkeep of fiber optic cables in the Downtown area. Fiber optic cables will bring extremely high speed internet to our Downtown. Other cities have seen this as a crucial component for growing an economy.

Unless you or the Mayor have any further comments, please forward this memo and the attachments to the Council for their discussion and consideration at a work session.

Attachment: Ordinance- MOU, Resolution for Mayor to Enter into an MOU with MDBC



1 MEMORANDUM OF UNDERSTANDING

2 between

3  
4 City of Salisbury

5  
6 and

7  
8 Maryland Broadband Cooperative, Inc.

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11  
12 THIS MEMORANDUM OF UNDERSTANDING, (hereinafter referred to as the “Agreement”)  
13 is made as of this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between MARYLAND  
14 BROADBAND COOPERATIVE, INC., a Maryland consumer cooperative corporation with its  
15 principal offices located at 2129A Northwood Drive, Salisbury, Maryland (hereinafter referred to  
16 as “MDBC”), and the City of Salisbury, Maryland, a municipal corporation of the State of  
17 Maryland, acting by and through its City Council (hereinafter referred to as “City”);

18  
19 WHEREAS, the City is currently in the process of planning and constructing fiber optic  
20 infrastructure to be located in the City, as depicted in EXHIBIT 1, which is attached and made a  
21 part of this Agreement (hereinafter referred to as the “Fiber System”); and

22  
23 WHEREAS, the MDBC is a non-profit cooperative that provides fiber optic infrastructure  
24 and services to underserved areas of the State of Maryland; and

25  
26 Whereas, the City desires to sell, assign and deliver **certain rights connected to** the  
27 Fiber System to MDBC, and MDBC desires to purchase **those rights** ~~the Fiber System~~, and  
28 thereafter to use, operate, inspect, maintain and repair the Fiber System, in accordance with the  
29 terms and conditions of this Agreement; and

30  
31 Whereas, subject to Paragraph ~~31~~28 below (relating to Relationship of the Parties), the  
32 purpose of this Agreement is to develop a collaboration between the parties on the matters set  
33 forth herein; and

34 **Whereas, during construction of the Main Street Masterplan project, a copy of**  
35 **which is attached and made a part of this Agreement as EXHIBIT 2, connected to the Fiber**

36 **System, the City's responsibilities shall be as follows: (1) procure and contract with a**  
37 **contractor to install the main conduit, hand poles~~holes~~ and service conduit; (2) oversee**  
38 **and inspect the installation of conduit, hand poles~~holes~~ and service lines; and (3)**  
39 **terminate service lines outside of buildings at a capped stub of conduit; and**

40 **Whereas, MDBC's responsibilities during construction of the Main Street**  
41 **Masterplan project connected to the Fiber System shall be as follows: (1) provide technical**  
42 **support for questions from the City arising from the design of the conduit, hand poles~~holes~~**  
43 **and service lines; (2) under a separate construction agreement to be entered into by and between**  
44 **MDBC and the City, ~~procure and contract with a contractor~~ to undertake responsibility for**  
45 **the procurement and installation (either directly or through a subcontractor engaged by MDBC)**  
46 **of ~~install the fiber optic lines, including service lines~~; (3) oversee and inspect the installation**  
47 **of fiber optic lines and services lines; and (4) coordinate installation of fiber optic line**  
48 **interconnections ~~services with individual property owners, which will then allow members of~~**  
49 **MDBC to provide ~~the fiber optic~~ high-speed internet services to individual property owners.**

50  
51 **NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants  
52 set forth in this Agreement, the parties agree as follows:

53 **1. SALE OF FIBER SYSTEM BY CITY TO MDBC**

54 **A. Subject to the City reserving a secured interest in the Fiber System to ensure that**  
55 **MDBC performs all of its duties as outlined in this Agreement, and unless otherwise**  
56 **addressed in this Agreement, u** Upon the completion of the construction, and the completion of  
57 testing, of the Fiber System, in consideration of the sum of One Dollar (\$1.00) and other good  
58 and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the  
59 City agrees to sell, grant, transfer, deliver and convey to MDBC, its successors and assigns to  
60 have and to hold the same forever, all of the City's rights, title and interest in and to, as well as  
61 good and marketable title to, the Fiber System.

62 **B.** The said sale of the Fiber System by the City to MDBC shall be consummated and  
63 closed on a date mutually agreed to by the parties (hereinafter referred to as the "Closing Date"),  
64 taking place promptly after the completion of the construction, and the completion of testing, of  
65 the Fiber System, through the execution and delivery of a Bill of Sale by the City substantially in

66 the form as **EXHIBIT 32**, which is attached and made a part of this Agreement. As a part of the  
67 closing of the said sale of the Fiber System by the City to MDBC, the City shall execute and  
68 deliver an Easement Agreement substantially in the form as **EXHIBIT 43**, which is attached and  
69 made a part of this Agreement. **Said Easement Agreement shall remain in force until such**  
70 **time as the City petitions for and receives a court order to terminate the easement pursuant**  
71 **to Section 2018 of this Agreement.**

72 C. On or promptly after the Closing Date, the City shall provide to MDBC all as-built  
73 drawings and records of the Fiber System.

74 D. To the extent that the Fiber System is constructed and completed in multiple phased  
75 steps, the parties by mutual agreement may determine to consummate and close the sale of the  
76 Fiber System with multiple closings, with the City executing and delivering a separate Bill of  
77 Sale at each such closing for each corresponding portion of the Fiber System then completed.

78

## 79 2. NO ASSUMPTION OF LIABILITIES OR OBLIGATIONS

80 ~~Subject to the terms and conditions of any parties that provide funding to the City~~  
81 ~~for the Fiber System, Notwithstanding anything to the contrary in this Agreement,~~  
82 ~~Notwithstanding anything to the contrary in this Agreement,~~ the MDBC shall not assume any  
83 liabilities or obligations of the City and nothing herein shall be construed as imposing any  
84 liability or obligation upon MDBC other than those specifically provided for herein.

85 **[DRAFTING NOTE: It is our general understanding that MDBC will not assume any**  
86 **liabilities of the City in this transaction, and so we believe that this section should remain as**  
87 **originally written. If there are to be any exceptions to this MDBC general immunity from**  
88 **liabilities of the City, then they should be detailed with specificity.]**

89

## 90 3. MAINTENANCE PROCEDURE

91 After the Closing Date, ~~in its sole discretion,~~ MDBC shall have all responsibilities for  
92 maintenance, repair and locating of the Fiber System. The MDBC agrees that it shall use all  
93 **commercially** reasonable efforts to perform routine, periodic maintenance work during the  
94 City's normal business hours. The City acknowledges that, after the Closing Date, MDBC shall  
95 have the right to access the Fiber System twenty-four (24) hours a day, seven (7) days a week,  
96 for installation and maintenance, provided such access does not negatively impact City

97 operations. Prior to all visits, the MDBC shall, if so notified by the City, conform with the  
98 reasonable notice provisions promulgated by the City from time to time, and telephone the City's  
99 so designated authorized representative at a telephone number, all as set forth in the written  
100 notice to be provided by the City to MDBC, or any such other fully authorized person as the City  
101 may designate in writing from time to time.

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105 **4. REMEDY OF INTERFERENCE**

106 The MDBC guarantees that in the event of its operations interferes in any way with  
107 the operation of the City, it shall remedy the interference to the reasonable satisfaction of the  
108 City. The MDBC shall provide the City with an emergency telephone number(s) by which the  
109 City can contact a responsible employee, agent, or representative of the MDBC twenty-four (24)  
110 hours a day, seven (7) days a week. ~~EXCEPT AS SET FORTH IN THE FOREGOING~~

111 ~~SENTENCE, MDBC MAKES NO WARRANTY, EXPRESS OR IMPLIED, HEREUNDER,~~  
112 ~~INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A~~  
113 ~~PARTICULAR PURPOSE, AND ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY~~  
114 ~~DISCLAIMED.~~ **MDBC shall provide for the commercially reasonable operation and**

115 **maintenance of the Fiber System for the benefit of the City and all of MDBC's customers.**  
116 EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, MDBC MAKES NO  
117 WARRANTY, EXPRESS OR IMPLIED, HEREUNDER, INCLUDING ANY WARRANTY  
118 OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL  
119 SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. [DRAFTING NOTE:

120 This standard general exclusion/disclaimer of UCC implied warranties is normally contained  
121 in all operating agreements of this sort, and it is contained in all such MDBC agreements.  
122 MDBC is agreeable to the newly proposed express warranty above, but all warranty provisions  
123 must be expressly set forth in the Agreement.]

124

125

126 **5. REVENUE SHARING, PAYMENTS AND AUDITS**

127 A. The MDBC shall pay to the City a portion of the revenue generated from MDBC's  
128 leasing of dark fiber in the Fiber System. The rate or rates charged by MDBC may be  
129 established and set by MDBC in its sole discretion~~in its sole discretion, and shall be~~  
130 ~~commercially reasonable and shall be reviewed and approved by the City within (30) days~~  
131 ~~of being charged to MDBC members and the City's approval shall not be unreasonably~~  
132 ~~withheld.~~ The portion of the revenue payable to the City by MDBC shall be equal to fifty  
133 percent (50%) of the lease amount paid by MDBC members on a monthly basis for  
134 ~~utilization~~leasing of dark fiber in the Fiber System. There is no revenue share derived from lit  
135 services delivered to customers in the Fiber System. If requested by the City, a copy of all such  
136 member agreements shall be provided to the City, provided however, that the user name and  
137 such other information as required, may be redacted should MDBC determine in its sole  
138 discretion that confidentiality requires so. [DRAFTING NOTE: MDBC cannot agree to this  
139 provision giving the City approval rights of the rates charged. Any such third party approval of  
140 the rate making function would jeopardize MDBC's Federal tax exemption status under  
141 Section 501(c)(12) of the Internal Revenue Code. The loss of the cooperative's tax exemption  
142 would, of course, be catastrophic for MDBC. The City however can take comfort that, even  
143 without rate approval rights, it is adequately protected, since it is in MDBC's interests to  
144 generate maximum revenues from the Fiber System.]

145  
146 B. All fee payments are to be paid within 30 days of receipt of payments from MDBC  
147 members. The MDBC will provide quarterly reports identifying dark fiber optic cable usage and  
148 revenue generated to the City. The MDBC will also allow the City, at the City's expense, to  
149 audit the physical fiber optic infrastructure and financial records no more than twice per calendar  
150 year to verify payments due under this Agreement. Any fee payments due for any partial annual  
151 period shall be prorated. The MDBC shall make a reasonable attempt to recover all payments  
152 due from its members for leasing the dark fiber. In the event a member does not provide  
153 payment and service is discontinued, the MDBC shall not be responsible for past due amounts  
154 for that member, **but the City may seek to collect the past amounts owed with the full**  
155 **cooperation of the MDBC and shall be entitled to deduct its reasonable attorney's fees and**  
156 **costs incurred by it in collecting past due amounts before dividing the amount collected**

157 **with MDBC on a fifty percent basis.** Service shall be discontinued after 90 days in default,  
158 unless special circumstances are documented and provided in writing to the City.

159

160 **6. CITY USE OF FIBER SYSTEM STRANDS**

161 After the Closing Date, without cost to the City, MDBC will provide the City with the  
162 use of twelve (12) strands of the Fiber System for the use of the City in its sole discretion in its  
163 municipal operations. These twelve (12) strands of the Fiber System will not be leased, licensed,  
164 assigned or traded by the City with or to any third party. **Except at outlined elsewhere in this**  
165 **Agreement and specifically under Section 1, a**All ownership right, title and interest in the  
166 aforesaid twelve (12) strands of the Fiber System shall at all times after the Closing Date remain  
167 exclusively with MDBC.

168

169 **7. LIMITED USE OF RIGHT-OF-WAY**

170 The MDBC shall have the right to **reasonable** use **of** the City rights-of-way for the  
171 purposes of installing, maintaining, repairing and operating the Fiber System and uses  
172 incidental thereto.

173

174 **8. LIABILITY**

175 A. The MDBC shall indemnify, **defend**, and hold the City and its employees or agents  
176 harmless against any claim or liability for loss from personal injury or property damage resulting  
177 from or arising out of the use of the Fiber System by the MDBC, its servants or agents,  
178 excepting, however, such claims or damages that may be caused by the acts or omissions of the  
179 City or its employees or agents.

180

181 B. The City shall indemnify, **defend** and hold MDBC and its employees or agents  
182 harmless against any claim or liability for loss from personal injury or property damage resulting  
183 from or arising out of the use of the Fiber System by the City, its servants or agents, excepting,  
184 however, such claims or damages that may be caused by the acts or omissions of MDBC or its  
185 employees or agents.

186

187 **9. INSURANCE**

188 The MDBC shall maintain comprehensive general liability insurance policy, which  
189 names the City as an additional insured, in the amount of at least three million dollars  
190 (\$3,000,000.00) combined single limit for personal injury and property damage liability per  
191 occurrence in the aggregate.

192

## 193 10. FORCE MAJEURE

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195 ~~Except as may be otherwise specifically provided in this Agreement, neither party shall~~  
196 ~~be in default under this Agreement if and to the extent that any failure or delay in such party's~~  
197 ~~performance of one or more of its obligations hereunder is caused by any of the following~~  
198 ~~conditions, and such party's performance of such obligation or obligations shall be excused and~~  
199 ~~extended for and during the period of any such delay: act of God; fire; flood; fiber, cable, conduit~~  
200 ~~or other material failures, shortages or unavailability or other delay in delivery not resulting from~~  
201 ~~the responsible party's failure to timely place orders therefore; lack of or delay in transportation;~~  
202 ~~government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or~~  
203 ~~any other cause beyond the reasonable control of such party (each a "Force Majeure Event").~~  
204 ~~The party claiming relief under this paragraph shall notify the other in writing of the existence of~~  
205 ~~the event relied on and the cessation or termination of said event.~~

206 **“Force Majeure Event” means any act or event that prevents the affected party**  
207 **from performing its obligations in accordance with the Agreement, if such act or event is**  
208 **beyond the reasonable control, and not the result of the fault or negligence, of the affected**  
209 **party and such party had been unable to overcome such act or event with the exercise of**  
210 **due diligence (including the expenditure of reasonable sums). Subject to the foregoing**  
211 **conditions, “Force Majeure Event” shall include without limitation the following acts or**  
212 **events: (i) natural phenomena, such as storms, hurricanes, floods, lightning, wind,**  
213 **drought, abnormal weather condition or actions of the elements, volcanic eruptions and**  
214 **earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the**  
215 **acts or omissions of the Pparty seeking to be excused from performance; (iii) acts of war**  
216 **(declared or undeclared) or public disorders, civil disturbances, riots, insurrection,**  
217 **sabotage, military or guerilla action, economic sanction or embargo, epidemic, terrorist**  
218 **acts, or rebellion; (iv) civil strikes, work stoppage, slow-down, lock-out or labor disputes;**  
219 **(v) action by a governmental authority, including a moratorium on any activities related to**

220 the Agreement (provided that such order has been resisted in good faith); and (vi) the  
221 inability for one of the parties, despite its reasonable efforts, to obtain, in a timely manner,  
222 any governmental approval necessary to enable the affected party to fulfill its obligations in  
223 accordance with the Agreement, provided that the delay or non-obtaining of such  
224 governmental approval is not attributable to the party in question and that such party has  
225 exercised its reasonable efforts to obtain such permit. A Force Majeure Event shall not be  
226 based on the economic hardship of either party.

227 Except as otherwise expressly provided to the contrary in this Agreement, if either  
228 Pparty is rendered wholly or partly unable to timely perform its obligations under this  
229 Agreement because of a Force Majeure event, that Pparty shall be excused from the  
230 performance affected by the Force Majeure event (but only to the extent so affected) and  
231 the time for performing such excused obligations shall be extended as reasonably  
232 necessary; provided, that: (i) the Pparty affected by such Force Majeure event, as soon as  
233 reasonably practicable after obtaining knowledge of the occurrence of the claimed Force  
234 Majeure event, gives the other Pparty prompt oral notice, followed by a written notice  
235 reasonably describing the event; (ii) the suspension of, or extension of time for performance  
236 is of no greater scope and of no longer duration than is required by the Force Majeure  
237 event; and (iii) the Pparty affected by such Force Majeure event uses all reasonable efforts  
238 to mitigate or remedy its inability to perform as soon as reasonably possible.  
239 Notwithstanding anything herein to the contrary, the obligation to make any payment due  
240 to the City under this Agreement shall not be excused by a Force Majeure event for such  
241 amounts as were received prior to, or after the Force Majeure event in connection with the  
242 leasing of the Fiber System.

243

#### 244 11. COMPREHENSIVE EXCLUSIVITY OF ALL AGREEMENTS

245 It is agreed and understood that this Agreement contains all agreements, promises, and  
246 understandings between the City and the MDBC, and that no verbal or oral agreements,  
247 promises, understandings, ~~or warranties~~ or warranties of any kind shall be binding upon either  
248 party in any dispute, controversy, or proceeding at law, and any addition, variation, or  
249 modification to the Agreement shall be void and ineffective unless made in writing and signed  
250 by the authorized representatives of both parties. The Exhibits referred to herein are integral

251 parts hereof and are hereby made a part of this Agreement. To the extent that any of the  
252 provisions of any Exhibit hereto are inconsistent with the express terms of this Agreement, the  
253 terms of this Agreement shall prevail. **[DRAFTING NOTE: All warranty provisions must be**  
254 **expressly set forth in the Agreement. Please see Drafting Note after Section 4 above.]**  
255

## 256 12. GOVERNING LAW

257 This Agreement and the performance thereof shall be governed, interpreted, construed,  
258 and regulated by the laws of the State of Maryland.

## 260 13. TRANSFER OF RIGHTS AND OBLIGATIONS

261 A. The MDBC may assign or transfer its rights and obligations arising under this  
262 Agreement to any entity legally authorized to operate a communications system, to any of its  
263 parents, subsidiaries or affiliates; to the successor by consolidation or merger; to a purchaser of  
264 all or substantially all of the MDBC's assets; to any entity which purchases either a majority or  
265 controlling interest in the MDBC; and to any partnership in which the MDBC, or any of its  
266 parents, subsidiaries or affiliates is a general partner, upon the **written** consent of the City,  
267 **which consent shall not be unreasonably withheld or delayed,** ~~which consent shall not be~~  
268 ~~unreasonably withheld or delayed,~~ and shall be ~~presumptively granted~~ subject to the condition  
269 that the assignee shall ratify and affirm the terms of this Agreement in writing. **[DRAFTING**  
270 **NOTE: This standard clause, that the City may not unreasonably withhold or delay consent,**  
271 **should remain. Without it, the City would have the right to unreasonably withhold its**  
272 **approval of an assignment by MDBC, and to otherwise demand inappropriate considerations**  
273 **for its approval.]**  
274

275 B. ~~In its sole discretion,~~ **In its sole discretion,** MDBC shall also have the right to grant  
276 third parties leases, licenses and rights to use the Fiber System for the provision of  
277 communications services, ~~upon the written consent of the City.~~ **[DRAFT**  
278 **ING NOTE: In its operations of the Fiber System, MDBC should not be required to obtain the**  
279 **City's approval to sign dark fiber leases with its members.]**  
280

## 281 14. NOTICES

282 All notices hereunder must be in writing and shall be deemed validly given if sent by  
283 overnight mail, hand delivered, and/or certified mail, return receipt requested. If sent by certified  
284 mail, notices shall be deemed delivered three (3) days after mailing if addressed as follows (or  
285 any other address that the party to be notified may have designated to the sender by like notice):

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287

288 **MDBC:** **MARYLAND BROADBAND COOPERATIVE, INC.**  
289 2129A Northwood Drive  
290 Salisbury, MD 21801  
291 Attention: Patrick Mitchell, President and CEO

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293

294 **CITY:** **CITY OF SALISBURY**  
295 125 North Division St.  
296 Salisbury, MD 21801  
297 Attention: Director of Information Technology

298

299 **15. WAIVER OF TRIAL BY JURY**

300 To the extent that a court of law would have jurisdiction over this Agreement, the parties  
301 hereby waive trial by jury.

302

303 **16. NON-HIRING OF EMPLOYEES**

304 No employee of the City or any unit thereof, whose duties as such employee include  
305 matters relating to or affecting the subject matter of the Agreement shall, while so employed,  
306 become or be an employee of the party or parties hereby contracting with the City or any unit  
307 thereof.

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309 **17. NONDISCRIMINATION IN EMPLOYMENT**

310 The MDBC agrees: (a) not to discriminate in any manner against an employee or  
311 applicant for employment because of race, color, religion, creed, age, sex, sexual orientation,  
312 marital status, national origin, ancestry, or physical or mental handicap unrelated in nature and  
313 extent so as reasonably to preclude the performance of such employment; (b) to include a

314 provision similar to that contained in subsection (a) above, in any underlying subcontract except  
315 a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause  
316 subcontractors to post in conspicuous places available to employees and applicants for  
317 employment, notices setting forth the substance of this clause.  
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319 **18. TERMINATION FOR DEFAULT**

320 If the MDBC fails to materially fulfill its obligations under this Agreement properly and  
321 on time, or otherwise violates any material provision of the Agreement, the City may terminate  
322 the Agreement by written notice to the MDBC. Notwithstanding the foregoing, upon written  
323 notice to MDBC, MDBC shall have a ~~right~~ **duty** to cure any such infractions and, providing  
324 MDBC diligently pursues corrective action and cures said infractions within thirty (30) days  
325 after its receipt of such written notice from the City, the Agreement shall remain in full force and  
326 effect. In the event of such a termination by the City, the notice shall specify the acts or  
327 omissions relied upon as cause for termination. ~~The City shall pay the MDBC fair and equitable~~  
328 ~~compensation for satisfactory performance prior to receipt of notice of termination, less the~~  
329 ~~amount of damages caused by the MDBC's breach. If the damages are more than the~~  
330 ~~compensation payable to the MDBC, the MDBC will remain liable after termination and the City~~  
331 ~~can affirmatively collect damages.~~ Notwithstanding the foregoing, **and except as outlined**  
332 **elsewhere in this Agreement and specifically under Section 1**, if any termination of this  
333 Agreement by the City takes place after the Closing Date, MDBC shall continue to own all title  
334 and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System sold,  
335 transferred, conveyed, assigned and delivered by the City **until such time as the City petitions**  
336 **for and receives an order from the Circuit Court of Wicomico County to terminate the**  
337 **easement granted to MDBC on the grounds of any material breach of this Agreement by**  
338 **MDBC, bankruptcy of MDBC or dissolution of MDBC. Failure, after the passage of the**  
339 **applicable time period for MDBC to cure any infractions as set forth in this section, to provide**  
340 **commercially reasonable service or maintenance of the Fiber System or to pay the City the**  
341 **monies due in a commercially reasonable prompt manner shall constitute a material**  
342 **breach of this Agreement.**  
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**1921. TERMINATION FOR CONVENIENCE**

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The performance of work under the Agreement may be terminated by the City in accordance with this clause in whole, or from time to time in part, whenever the City shall determine that such termination is in the best interest of the City. The City will pay all reasonable costs associated with the Agreement that the MDBC has incurred up to the date of termination, and all reasonable costs associated with termination of the Agreement; provided, however, that the MDBC shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Notwithstanding the foregoing, **and except at outlined elsewhere in this Agreement and specifically under Section 1,** if any termination of this Agreement by the City takes place after the Closing Date, MDBC shall continue to own all title and interest in and to the Fiber System, and shall continue to quietly enjoy the Fiber System sold, transferred, conveyed, assigned and delivered by the City.

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**202. DELAYS AND EXTENSIONS OF TIME**

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The MDBC agrees to perform the Agreement continuously and diligently **in a commercially reasonable manner.** No charges or claims for damages shall be made by the MDBC for any delays or hindrance, regardless of cause, in the performance of services under the Agreement. Time extensions shall be granted only for excusable delays that arise from unforeseeable causes beyond the reasonable control and without the fault or negligence of the MDBC, **as outlined in Section 10 of this Agreement** ~~including but not restricted to, acts of God, acts of the public enemy, acts of the City in either its sovereign or contractual capacity, acts of another contractor in the performance of a City contract, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or the delay of a subcontractor or supplier arising from unforeseeable causes beyond the reasonable control and without the fault or negligence of either the MDBC or the subcontractor or supplier.~~

372

**23. VARIATIONS IN ESTIMATED QUANTITIES**

373 ~~No equitable adjustment shall be permitted in favor of either the City or the MDBC in the~~  
374 ~~event that the quantity of any pay item in the Agreement is an estimated quantity and the actual~~  
375 ~~quantity of such pay item varies from the estimated quantity stated in the Contract.~~  
376

377 **214. POLITICAL CONTRIBUTION DISCLOSURE**

378 The MDBC shall comply with Election Law Article, §§14-101—14-108, Annotated Code  
379 of Maryland, which requires that every person that enters into contracts, leases, or other  
380 agreements with the State, a county, or an incorporated municipality, or their agencies, during a  
381 calendar year in which the person receives in the aggregate \$100,000 or more, shall file with the  
382 State Board of Elections a statement disclosing contributions in excess of \$500 made during the  
383 reporting period to a candidate for elective office in any primary or general election. The  
384 statement shall be filed with the State Board of Elections: (1) before a purchase or execution of a  
385 lease or contract by the State, a City, an incorporated municipality, or their agencies, and shall  
386 cover the preceding two calendar years; and (2) if the contribution is made after the execution of  
387 a lease or contract, then twice a year, throughout the contract term, on: (a) February 5, to cover  
388 the 6-month period ending January 31; and (b) August 5, to cover the 6-month period ending  
389 July 31.

390  
391 **225. RETENTION OF RECORDS**

392 The MDBC shall retain and maintain all records and documents relating to the  
393 Agreement for three years after all payments to the City hereunder or any applicable statute of  
394 limitations, whichever is longer, and shall make them available for inspection and audit by  
395 authorized representatives of the City.  
396

397 **236. COMPLIANCE WITH LAWS**

398 The MDBC hereby represents and warrants that:

399 A. It is qualified to do business in the State of Maryland and that it will take such action  
400 as, from time to time, may be necessary to remain so qualified;

401 B. It is not in arrears with respect to the payment of any monies due and owing the State  
402 of Maryland, or any department or unit thereof, including, but not limited to, the payment of  
403 taxes and employee benefits, and that it shall not become so in arrears during the term of the  
404 Agreement;

405 C. It shall comply with all federal, State and local laws applicable to its activities and  
406 obligations under the Agreement; and

407 D. It shall obtain, at its expense, all applicable licenses, permits, insurance, and  
408 governmental approvals, if any, necessary to the performance of its obligations under the  
409 Agreement. The City shall **reasonably** cooperate with the MDBC in its efforts to obtain such  
410 licenses, permits, and governmental approvals.

411

412 **247. LIABILITY FOR LOSS OF DATA**

413 In the event of loss of any data or records necessary for the performance of the  
414 Agreement where such loss is due to the negligence of the MDBC, the MDBC shall be  
415 responsible, irrespective of cost to the MDBC, for recreating such lost data or records.

416

417 **258. REPRESENTATIONS**

418 A. Each party to this Agreement represents and warrants to the other that it has full  
419 rights, power, and authority to execute this Agreement.

420 B. City represents and warrants to MDBC that no broker or finder has acted directly or  
421 indirectly for the City in connection with this Agreement or the transactions contemplated  
422 hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission  
423 in respect thereof based in any way on the actions or statements of, or agreements,  
424 arrangements, or understandings made with the City.

425

426 C. MDBC represents and warrants to City that no broker or finder has acted directly or  
427 indirectly for the MDBC in connection with this Agreement or the transactions contemplated  
428 hereby, and no broker or finder is entitled to any brokerage or finder's fee or other commission

429 in respect thereof based in any way on the actions or statements of, or agreements, arrangements,  
430 or understandings made with MDBC.

431

432 **269. WAIVER**

433 The failure of either party hereto to enforce any of the provisions of this Agreement, or  
434 the waiver thereof in any instance shall not be construed as a general waiver or relinquishment  
435 on its part of any such provision, but the same shall nevertheless be, and remain in full force and  
436 effect.

437

438 **2730. RULES OF CONSTRUCTION**

439 The captions or headings in this Agreement are strictly for convenience and shall not be  
440 considered in interpreting this Agreement or as amplifying or limiting any of its content. Words  
441 in this Agreement which import the singular connotation shall be interpreted as plural, and words  
442 which import the plural connotation shall be interpreted as singular, as the identity of the parties  
443 or objects referred to may require.

444

445 **2831. RELATIONSHIP OF THE PARTIES**

446 The relationship between the City and MDBC shall not be that of partners or joint  
447 ventures, and nothing contained in this Agreement shall be deemed to constitute a partnership  
448 between them for any purposes. The City and MDBC in performing any of their obligations  
449 hereunder, shall be independent contractors or independent parties and shall discharge their  
450 contractual obligations at their own risk subject, however, to the terms and conditions hereof.

451

452 **2932. SEVERABILITY**

453 If any term, covenant or condition contained herein is, to any extent, held invalid or  
454 unenforceable in any respect under the laws governing this Agreement, the remainder of this  
455 Agreement shall not be affected thereby, and each term, covenant or condition of this Agreement  
456 shall be valid and enforceable to the fullest extent permitted by law.

457

458 **303. COUNTERPARTS**



490 IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on  
491 the date first set forth above.

492

493 **WITNESS:**

**CITY OF SALISBURY, MARYLAND**

494

495

496

497 \_\_\_\_\_

**BY:** \_\_\_\_\_ **(SEAL)**

498

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

499

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

500

501

502 **WITNESS:**

**MARYLAND BROADBAND COOPERATIVE, INC.**

503

504

505

506

507 \_\_\_\_\_

**BY:** \_\_\_\_\_ **(SEAL)**

508

**Patrick Mitchell, President/CEO**

509

510

511 **APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

512

513

514 \_\_\_\_\_

S. Mark Tilghman, City Attorney

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**EXHIBIT 1**

**FIBER SYSTEM**

[insert drawing]

**EXHIBIT 2**

**MAIN STREET MASTERPLAN PROJECT**

[insert copy]

DRAFT

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**EXHIBIT ~~32~~**

**BILL OF SALE**

**The City of Salisbury, Maryland**, a municipal corporation of the State of Maryland acting by and through its City Council (the **“Seller”**) and **MARYLAND BROADBAND COOPERATIVE, INC.**, a Maryland consumer cooperative corporation with its principal offices located at 2129A Northwood Drive, Salisbury, Maryland (the **“Purchaser”**) have entered into a Memorandum of Understanding, dated as of \_\_\_\_\_, 2015 (the **"Agreement"**), whereby Seller has agreed to sell, assign and deliver to Purchaser, and Purchaser has agreed to purchase and acquire, certain assets. All capitalized terms used herein without definition shall have the respective meanings ascribed to them in the Agreement.

NOW, THEREFORE, Seller, for good and valuable consideration, as set forth in the Agreement, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, assigns, releases, transfers and delivers to Purchaser, its successors and assigns, absolutely to have and to hold the same forever, all of Seller’s rights, title and interest in and to, as well as good and marketable title to, the Fiber System, as defined in the Agreement and described in Schedule A attached hereto, and Seller assigns to Purchaser all third party express or implied warranty rights relating to the construction of the Fiber System and materials incorporated into the Fiber System. This Bill of Sale is being executed and delivered as a condition to the Agreement and is expressly hereby made subject to and shall have the benefits of the respective representations, warranties, covenants, terms, conditions, limitation and other provisions of the Agreement.

Seller owns outright and has full legal right, title and authority to sell, transfer, convey, assign and deliver to Purchaser, **and except at as outlined elsewhere in the Agreement and specifically under Section 1**, and Purchaser hereby shall have, good, valid and marketable title to and ownership of the Fiber System, free and clear of any and all liens, encumbrances or other restrictions of every kind, nature, description or character whatsoever, including, without limitation, the claims or liens of any back or taxing authority, and any and all claims or rights of others.

Purchaser shall quietly enjoy the Fiber System hereby sold, transferred, conveyed, assigned and delivered.

Seller further covenants and agrees that it will, from time to time, make, execute and deliver or cause to be made, executed and delivered all such other instruments, documents and other assurances as Purchaser may reasonably require to confirm or more effectively convey, transfer to and vest in Purchaser title to the assets described above.

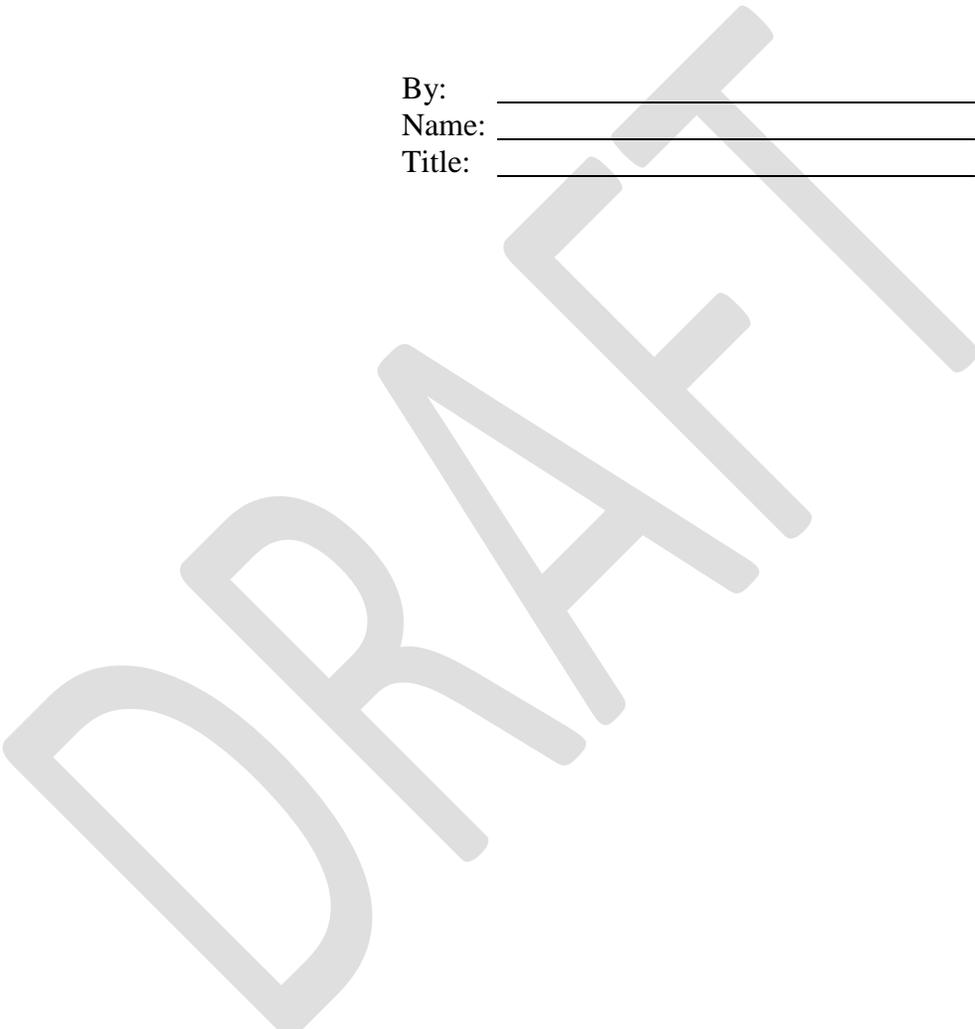
623 This Bill of Sale shall be binding upon the Seller and its successors and assigns,  
624 and shall inure to the benefit of and be enforceable by Purchaser and its successors and assigns.

625 IN WITNESS WHEREOF, Seller has caused this Bill of Sale to be executed in its  
626 name by its duly authorized officer as of \_\_\_\_\_, 201\_\_.

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**CITY OF SALISBURY**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



667  
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669  
670  
671 **EXHIBIT 43**  
672

673 **EASEMENT AGREEMENT**  
674

675 This **EASEMENT AGREEMENT** (the "Easement") is made on \_\_\_\_\_, 201\_\_ by  
676 and between the **CITY OF SALISBURY**, a municipal corporation of the State of Maryland ("Grantor"),  
677 whose address is 125 North Division Street, Salisbury, Maryland 21801, and **MARYLAND**  
678 **BROADBAND COOPERATIVE, INC.**, a Maryland non-stock consumer cooperative corporation  
679 ("Grantee"), whose address is 2129A Northwood Drive, Salisbury, Maryland 21801.  
680

681 Grantor is the owner of certain real estate located at \_\_\_\_\_ in  
682 Salisbury, Maryland, as more particularly described on Exhibit A attached hereto (the "Property").  
683 Grantee has requested that Grantor grant and conveys an easement as further described herein to Grantee  
684 for the construction and operation of certain telecommunications facilities by Grantee.  
685

686 NOW, THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable  
687 consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby sell,  
688 grant and convey to Grantee, its successors and assigns, an easement to construct, erect, install, lay, and  
689 thereafter use, operate, inspect, maintain, repair, replace and remove a telecommunications system,  
690 consisting of wires, cables, conduits, communications equipment, shelters, generators and other related  
691 above ground and subsurface fixtures, equipment, appurtenances and facilities (collectively, the  
692 "Facilities") on, under and above the Property, as it exists on the date of this Easement and as depicted on  
693 the plat attached hereto as Easement Exhibit B (the "Easement Area"). The term for the easement shall be  
694 ~~perpetual~~ **subject to termination only by court order pursuant to the Memorandum of**  
695 **Understanding between City of Salisbury and Maryland Broadband Cooperative, Inc., dated the**  
696 **\_\_\_\_ day of \_\_\_\_\_, 2015.**  
697

698 1. Grantee shall use and operate the Facilities at its sole expense in accordance with applicable  
699 laws and safety codes, and shall promptly repair any damage to the Property resulting from such  
700 construction. The Facilities shall be maintained and repaired at the sole expense of Grantee and shall  
701 remain the property of Grantee. Grantee shall have the right to make changes, alterations or substitutions  
702 of the Facilities, as Grantee may from time-to-time reasonably deem advisable, provided that such  
703 changes, alterations or substitutions do not unreasonably interfere with Grantor's improvements or use of  
704 the Property.  
705

706 2. The Easement granted hereunder includes the right of Grantee to access the Easement Area as  
707 needed for exercise its rights hereunder with respect to the Facilities. Except for emergency work,  
708 Grantee's access to the Property shall be limited to normal business hours. Grantee's rights of ingress and  
709 egress shall not unreasonably interfere with Grantor's improvements or use of the Property.  
710

711 3. Grantee agrees to indemnify and hold harmless Grantor from, for and against any loss, damage,  
712 liability, deficiency or claim (including reasonable attorneys' fees) in connection with any injuries to any  
713 person or damage to any property directly resulting from Grantee's (or its contractors') construction,  
714 installation, use, operation, inspection, repair, maintenance, renewal, replacement, or removal of the  
715 Facilities.  
716

717 4. Grantor represents, warrants, covenants and agrees that Grantor is the lawful owner of the  
718 Property, has good, right and lawful authority to execute and deliver this Easement and that Grantor and  
719 its successors and assigns shall warrant and defend the same and will indemnify and hold harmless  
720 Grantee forever against the claims of all persons whomsoever in any way asserting any right, title or  
721 interest prior to or contrary to the rights of Grantee and its successors and assigns under this Easement.  
722

723 5. Grantor and Grantee covenant and agree, for themselves and their respective successors and  
724 assigns, to execute such other documents, and take such further actions, as may be reasonably requested  
725 by the other in order to carry out the provisions of this Easement, including without limitation, in the  
726 event the applicable local recorder's office shall refuse or otherwise fail to record this instrument, the  
727 execution of another instrument granting the easement herein described in form acceptable for recording.  
728

729 6. The cash consideration set forth above is paid by Grantee and accepted by Grantor as full and  
730 total payment for the rights set forth herein. All provisions of this Easement, including the benefits and  
731 burdens, shall run with the land and be binding upon and inure to the benefit of the parties hereto and  
732 their respective successors, assigns, personal representatives, lessees, permittees and licensees, and such  
733 provisions shall be deemed to be enforceable equitable servitudes running with the land and shall bind  
734 any person having at any time any interest or estate in the Easement Area as though such provisions were  
735 recited and stipulated in full in each and every deed of conveyance, license or lease thereof or occupancy  
736 agreement pertaining thereto.  
737

738 7. Except for Grantee's transfer, assignment, lease, permit and or license of the rights granted  
739 herein and except for any transfer, assignment, lease, permit and or license of such rights by operation of  
740 law or court order, upon dissolution of Grantee under the laws of the State of Maryland, all of Grantee's  
741 rights set forth herein shall cease and be of no force and effect.  
742

743 8. This Easement shall be construed in accordance with, and governed by, the laws of the State of  
744 Maryland without regard to principles of conflicts of laws.  
745

746  
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749  
750 [Signature Page Follows]  
751

IN WITNESS WHEREOF, the parties have duly executed this Easement Agreement as of the date first written above.

**GRANTOR'S NAME AND SIGNATURE:**

**CITY OF SALISBURY**

By: \_\_\_\_\_ (SEAL)  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGMENT BY GRANTOR**

**STATE OF MARYLAND**

CITY/CITY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_, personally appeared the \_\_\_\_\_ of the City of Salisbury, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed and for the purposes and consideration therein expressed.

\_\_\_\_\_  
**Notary Public in and for said State**

[SEAL]  
My Commission Expires: \_\_\_\_\_

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**GRANTEE'S NAME AND SIGNATURE:**

**MARYLAND BROADBAND COOPERATIVE, INC.**

By: \_\_\_\_\_ (SEAL)  
William Patrick Mitchell  
President and CEO

**ACKNOWLEDGMENT BY GRANTEE**

**STATE OF MARYLAND**

CITY/CITY OF \_\_\_\_\_

BEFORE ME, the undersigned authority, on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, personally appeared William Patrick Mitchell, the President and CEO of MARYLAND BROADBAND COOPERATIVE, INC. a Maryland non-stock consumer cooperative corporation, known to me to be the person(s) whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as his/her free act and deed on behalf of the corporation and for the purposes and consideration therein expressed.

\_\_\_\_\_  
**Notary Public in and for said State**

[SEAL]  
My Commission Expires: \_\_\_\_\_

**Insert Property Exhibits "A" and "B"**

# City of Salisbury



MARYLAND



125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

MICHAEL S. MOULDS, P.E.  
DIRECTOR OF PUBLIC WORKS

TO: Jennifer L. Miller, Assistant Director of Internal Services-Procurement  
FROM: Michael S. Moulds, P.E., Director of Public Works *M.S.M.*  
DATE: August 10, 2015  
SUBJECT: Change Order No. 4  
Contract No. RFP 04-14  
Main Street Masterplan: Water, Sewer, Stormwater, and Streetscape Improvements

---

Please process Change Order No. 4 for the Main Street Masterplan project. This change order will authorize design services for the consultant engineer, A. Morton Thomas & Associates, Inc. (AMT), to incorporate conduit design into the plans for the installation of fiber optics, as outlined in the attached AMT proposal, dated July 28, 2015.

The conduit design will be based on schematic drawings prepared by Maryland Broadband. Incorporating the conduit design into the construction plans and bid documents is necessary to have this work competitively bid along with the rest of the project. Also, including the conduit on the AMT plans is important as it will ensure that the conduit can be installed in the most efficient manner and will avoid conflicts with other utilities that are proposed for this project. It is of particular importance that the conduit is designed by AMT as the main conduit must be installed in a straight line without any bends which is critical when the fiber optic lines are pulled through the conduit.

As of July 2, 2015, the plans and specifications are at 95% completion, so including the conduit design into the Scope of Work (SOW) at the end of the project will entail an extended timeline for the design services and will push back the bidding of the project into early December.

Public Works recommends award of this change order in the amount of \$12,250.00. Funding is available in account number 30100-513020-33170.



July 28, 2015

**Mr. Paul Mauser**

City of Salisbury Public Works  
Bureau of Engineering  
125 N. Division Street, Room 202  
Salisbury, MD 21801

Re: Professional Engineering Services – Extra Work Order  
Broadband Conduit Design  
Salisbury Main Street  
AMT: 114-030.001 Change Order #5

Dear Mr. Mauser:

The City has requested an Extra Work Order from AMT to provide the design, notes and details to incorporate conduit into the roadway design plans for the use by MD Broadband. We project limits will include the full length of Main street (West and East) that was included in our original services; from Mill Street to US 13. We will assume that most if not all the facilities will be placed under the proposed sidewalk and that AMT will design the conduit while MD Broadband will design of the Fiber Optic lines. This proposal was based on the conduit location indicated in a sketch drawing provided to AMT.

#### SCOPE OF WORK

AMT will provide on the construction plans the location of the proposed fiber optic services for all buildings within the project limits (along Main Street; and 100 ft north and south on Division Street). The following is AMT's understanding of this task:

1. Main Conduit: The main conduit will consist of a singular 4" PVC Schedule 80 line that runs parallel to the street. This conduit can be located below the sidewalk, beside the water main, or wherever the best location is to avoid conflicts with utilities. A sketch is provided that shows the location that was desired by MD Broadband but it can be adjusted. (See attached sketch). We will review the conduit layout for other utility conflicts, assuming a depth of 42" for the 4" PVC.
2. Hand Holes: (detail provided by MD Broadband). The attached sketch provides tentative locations for handholes but can be adjusted. There are 22 locations shown. The handholes are shown approximately every 6 - 7 connections. Hand Holes are very large (~ 32" x 50"). They will need to be located outside of the road, under the sidewalk. Placement will require avoidance of other utilities in the roadway. Additional details will be required for placement within the area of the Silva Cells.
3. Service Lines: service lines are not shown on the attached sketch. One service line should be shown to each building. The service lines will be 1 ¼" flexible PVC SDR 11 conduit and will be run directly from the Hand Holes to the buildings. We will assume the service line will tie into the building at the same location as the water service line, however, coordination with MD Broadband will be required.

4. Detail of Service Line Termination: The City's Contractor will terminate the service line flush with the top grade of sidewalk directly abutting the building. We will prepare a detail or note on the plans to cap the PVC flush with top of grade.
5. Meetings: AMT expects to attend 2 meetings (or conference calls) with the City and MD Broadband to review plans and modify the design.
6. Cost Estimate: compute quantities and cost estimate for installation of conduit
7. Specifications: Provide required specification notes and Special provisions for conduit material, construction, measurement and payment.

#### ASSUMPTIONS

1. AMT will not be designing the Fiber Optic Lines
2. AMT will not be designing the connection to the existing fiber optic network
3. AMT will be provided the individual building service line connection locations

#### SCHEDULE

- Submit Conduit location 1<sup>st</sup> Review: 10 days after City approves this EWO
- Submit Conduit location Final Submittal: Open to discussion with the City; as a possible contract Addendum after advertisement

#### FEE

We will provide the services listed for the fee noted below and detailed on the attached worksheet:

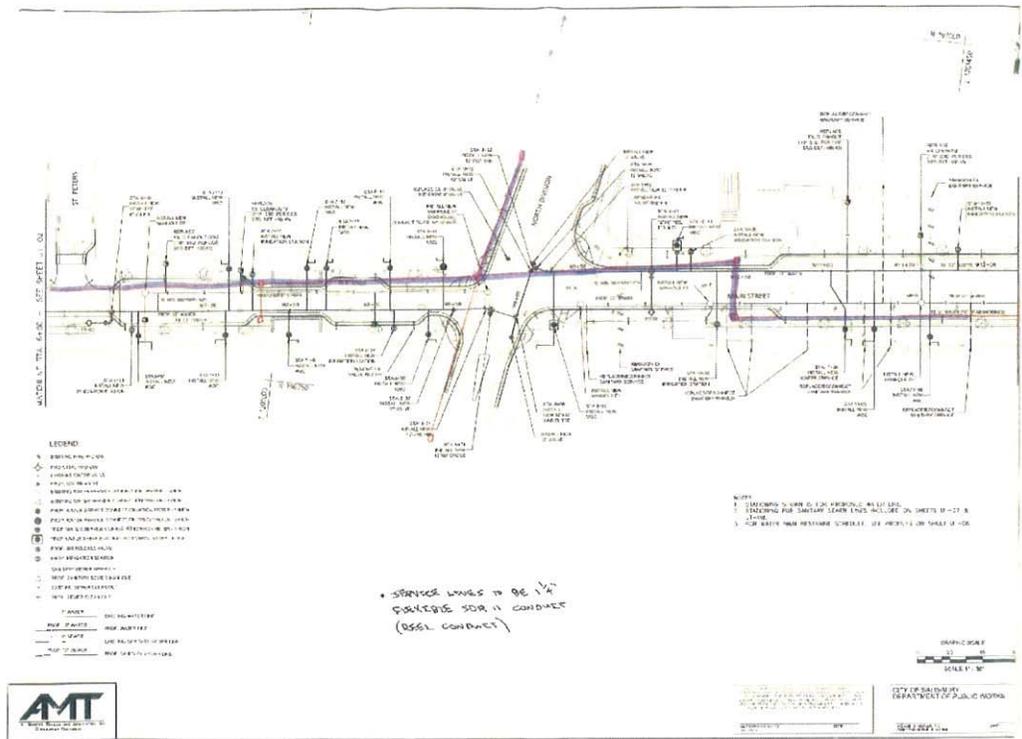
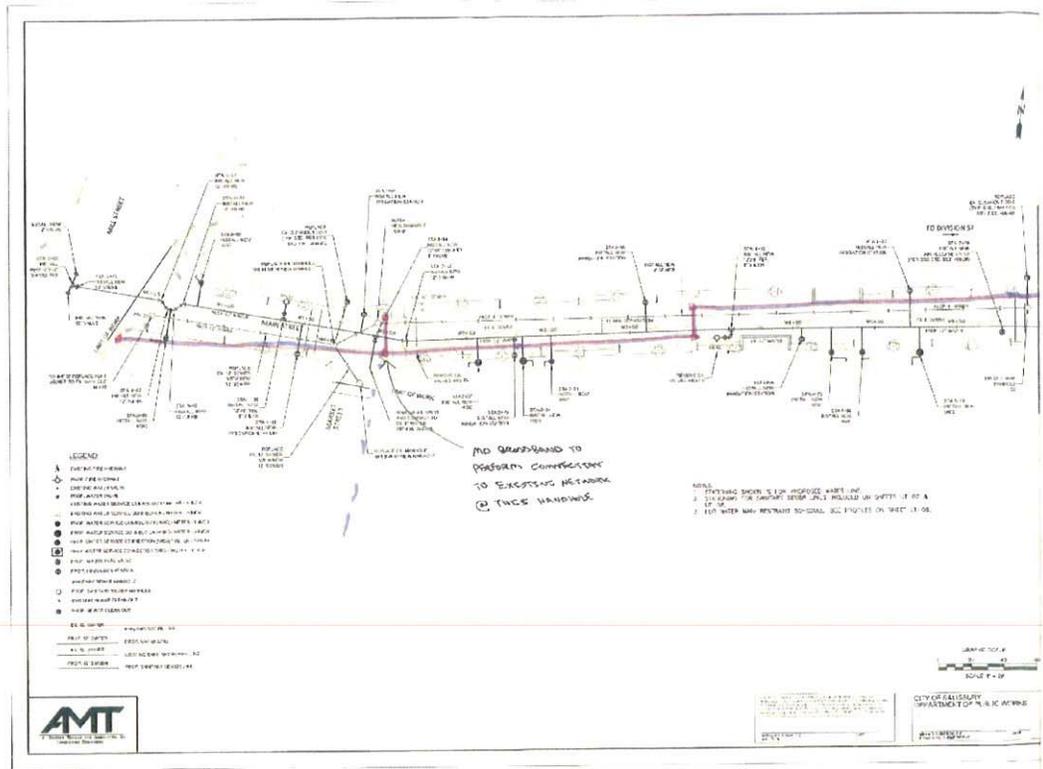
Survey, Design and Construction Plans = \$12,250.00

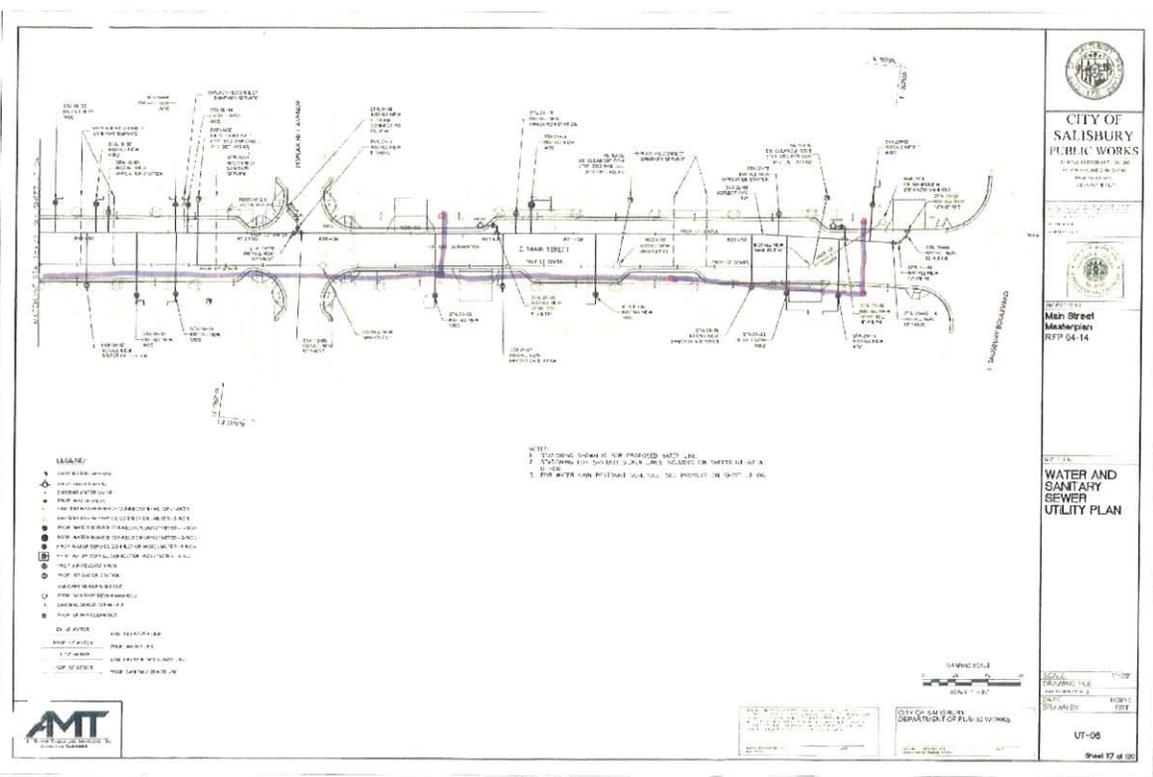
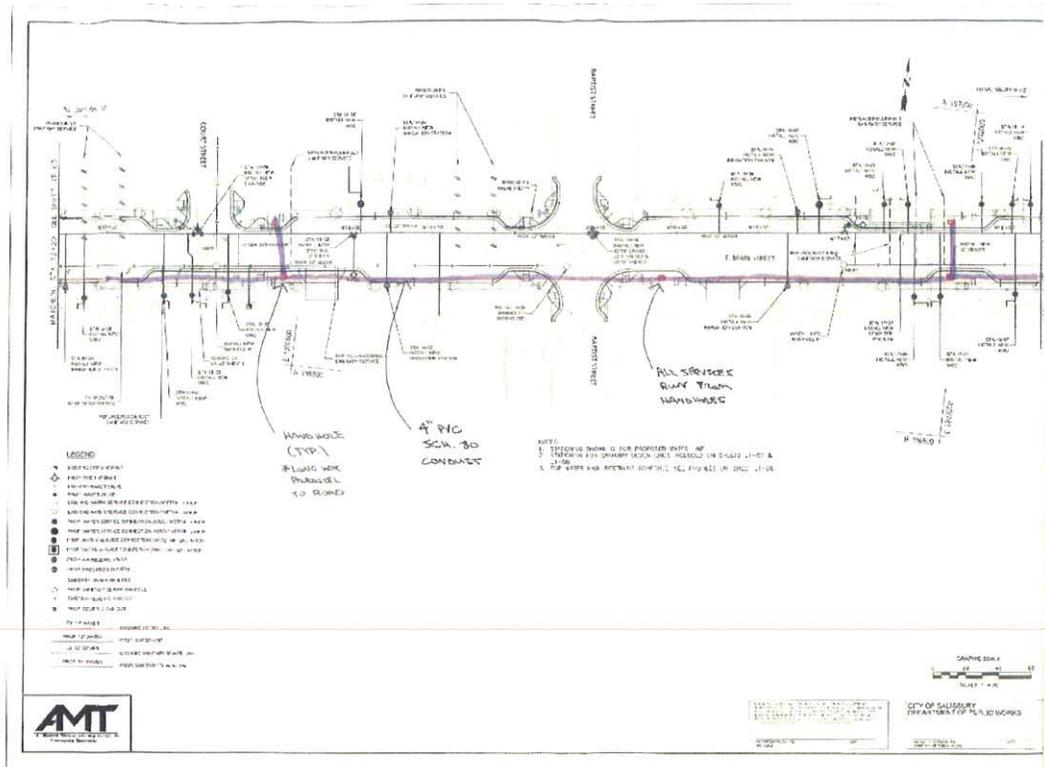
If you have any questions, please call me.

Sincerely,  
A. MORTON THOMAS AND ASSOCIATES, INC.



Kathleen Walsh, P.E.  
Associate





**Salisbury Main Street**

7/28/2015

**EWO - Broadband**

**CHANGE ORDER #5**

**AMT # 114-030.01**

<i>Task Description</i>	Project Manager	Senior Engineer	Engineer	CAD	Prof Land Surveyor	Survey Crew (2)	Hours
Locate the Main conduit	2	8		4			14
Locate hand holes		4		2			6
Locate service lines		10		2			12
Detail Tie in points and connections		4		2			6
Cost Estimate and Quantities	2	8					10
Specifications	2	8					10
Coordination with MD Broadband	6	10					16
Meetings (2)	8	8					16
Hours	20	60	0	10	0	0	90
Rate	150	140	115	85	120	140	
Fee	\$3,000.00	\$8,400.00	\$0.00	\$850.00	\$0.00	\$0.00	\$12,250

**CHANGE ORDER #4**

PROJECT: **Contract No. RFP 04-14**  
**Main Street Masterplan**

P.O. NO: **02140418-00**

TO: **A. Morton Thomas & Associates, Inc.**  
**2 East Read Street**  
**Baltimore, MD 21202**

CHANGE ORDER NO: 4  
INITIATION DATE: August 4, 2015  
CONTRACT DATE: May 19, 2014 (NTP)  
ACCOUNT NO: 30100-513020-33170

You are directed to make the following changes in this contract:

- 1. Additional work to provide the design, notes, and details to incorporate the Broadband conduit into the Main Street Masterplan drawing set, as outlined in the attached AMT proposal, dated July 28, 2015.

Not valid until signed by the Owner and Department Head.

Signature of the Contractor indicates his agreement herewith, including any adjustment in the Contract Sum or Contract Time.

The original Contract Sum was ..... \$ 393,600.00  
Net change by previously authorized Change Orders ..... \$ 60,290.00  
The Contract Sum prior to this Change Order was ..... \$ 453,890.00  
The Contract Sum will be (**increased**), (**decreased**), (**unchanged**) by this  
Change Order ..... \$ 12,250.00  
The new Contract Sum including this Change Order will be..... \$ 466,140.00  
The Contract Time will be (**increased**), (**decreased**), (**unchanged**) by this  
Change Order by ( 120 ) days or (—) weeks  
The date of substantial completion as of the date of this Change Order.....  
therefore is ..... November 26, 2015

**AUTHORIZED:**

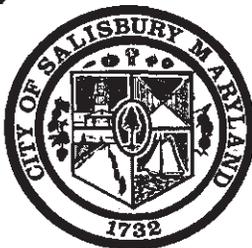
BY: _____ Michael Moulds, P.E. Director of Public Works  DATE: _____	Vendor: _____  BY: _____ <b>Printed name</b>  _____ <b>Title</b>  BY: _____ <b>Sign for Identification</b>  _____ <b>DATE:</b> _____	BY: _____ Jennifer Miller, Assistant Director of Internal Services-Procurement Division  DATE: _____
BY: _____ Keith Cordrey Director of Internal Services  DATE: _____		Funding/Bid Award As Approved by City Council  By: _____ Jacob Day President, City Council  DATE: _____
BY: _____ Mark Tilghman City Solicitor  DATE: _____		

# City of Salisbury



JAMES IRETON JR.  
MAYOR

TOM STEVENSON  
CITY ADMINISTRATOR



**Maryland**  
699 W. SALISBURY PARKWAY  
SALISBURY, MD 21801  
TEL: 410-548-3165



BARBARA DUNCAN  
CHIEF OF POLICE

July 31, 2015

TO: Tom Stevenson  
City Administrator

FROM: Colonel David Meienschein

SUBJECT: Resolution – MOU and Acceptance of Grant funds

Attached, please find a Resolution allowing the Chief of Police to sign a Memorandum of Agreement between the Wicomico County Circuit Court Adult Drug Treatment Court Program and the Salisbury Police Department to accept grant funds in the amount of \$6,000.00. These funds from the Office of Problem Solving Courts Discretionary Grant Adult Drug Court Program will be utilized for overtime reimbursement for officers to conduct curfew and contract compliance checks on the individuals who are participating in the program.

Unless you, or the Mayor, have further questions, please forward this Resolution to the City Council.

A handwritten signature in black ink, appearing to read "David Meienschein".

David Meienschein  
Assistant Chief of Police

1 RESOLUTION No. \_\_\_\_\_  
2

3 A RESOLUTION OF THE CITY OF SALISBURY ALLOWING THE CHIEF OF  
4 POLICE TO SIGN A MEMORANDUM OF AGREEMENT BETWEEN THE WICOMICO  
5 COUNTY CIRCUIT COURT ADULT DRUG TREATMENT PROGRAM AND THE  
6 SALISBURY POLICE DEPARTMENT AND TO ACCEPT GRANT FUNDS FROM THE  
7 OFFICE OF PROBLEM SOLVING COURTS DISCRETIONARY GRANT ADULT DRUG  
8 COURT PROGRAM TO PROVIDE OVERTIME REIMBURSEMENT TO POLICE  
9 OFFICERS CONDUCTING CURFEW AND CONTRACT COMPLIANCE CHECKS ON  
10 CLIENTS IN THE CITY OF SALISBURY.

11  
12 WHEREAS, the Wicomico County Circuit Court Drug Treatment Program and the  
13 Salisbury Police Department will enter into a Memorandum of Agreement to fully cooperate in  
14 serving the people of Salisbury/Wicomico County; and

15  
16 WHEREAS, the Office of Problem Solving Courts has awarded the Salisbury Police  
17 Department a grant of \$6,000.00 to provide funds for overtime reimbursement; and

18  
19 WHEREAS, these overtime funds will be used for officers conducting curfew and  
20 contract compliance checks to reduce the number of repeat drug crimes committed by addicted  
21 drug offenders and to increase the completion percentage of those who are court ordered into  
22 substance abuse treatment; and

23  
24 WHEREAS, the use of overtime funding will provide for effective court supervision and  
25 return repeat offenders to the community as productive law abiding citizens.

26  
27 NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY  
28 OF SALISBURY, MARYLAND that the Chief of Police be allowed to sign the Memorandum of  
29 Agreement and accept grant funds of \$6,000.00 to be used for overtime reimbursement to reduce  
30 the number of repeat crimes committed by addicted offenders and increase the level of safety for  
31 the citizens of Salisbury/Wicomico County.

32  
33 THIS RESOLUTION was duly passed at a meeting of the Council of the City of  
34 Salisbury held on \_\_\_\_\_, 2015 and is to become effective immediately upon adoption.

35  
36 ATTEST:

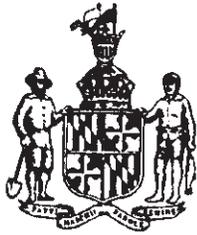
37  
38 \_\_\_\_\_  
39 Kimberly R. Nichols, City Clerk

\_\_\_\_\_   
Jacob R. Day, President  
Salisbury City Council

40  
41 APPROVED BY ME THIS:

42  
43 \_\_\_\_\_ day of \_\_\_\_\_, 2015

44  
45 \_\_\_\_\_  
46 James Ireton Jr., Mayor



Lindsay Tayman-Sweeney  
DRUG COURT COORDINATOR

# The Circuit Court For Wicomico County

COURTS BUILDING, THIRD FLOOR  
P. O. BOX 806  
SALISBURY, MARYLAND 21803-0886  
TELEPHONE: 410-334-3193  
FAX: 410-334-3194

**Wicomico County Circuit Court  
Adult Drug Treatment Court  
Memorandum of Agreement  
With  
Salisbury Police Department**

Salisbury Police Department (SPD) will agree to define a participant of the Wicomico County Circuit Court Adult Drug Treatment Court (DTC) as participating in a supervised drug or alcohol program, so long as they remain in the DTC program.

DTC will identify individuals who are eligible for compliance verification checks by SPD for the purposes of curfew compliance and contract compliance with the Drug Treatment Court Program.

Salisbury Police Department agrees to:

- Provide home compliance visits at least 8 hours per month for the DTC program participants who reside within the jurisdiction of SPD.
- Work in partnership with other agencies and organizations to develop a comprehensive system of DTC compliance verification for individuals served by the DTC.
- Maintain confidentiality in accordance with the State and Federal Guidelines and HIPPA regulations.
- Attend staffing prior to drug treatment court and the drug treatment court sessions as deemed necessary for reporting the outcome of the participant compliance reports.
- Complete and forward compliance reports for each participant to the Drug Court Coordinator within 72 hours of compliance checks.
- Inform the Dedicated Drug Court State's Attorney either via email or hardcopy of noted concerns by law enforcement from the compliance checks within 72 hours of completed home visits.

- Email a monthly invoice by the 15<sup>th</sup> of each month, for the previous month as directed below:
  - Email the invoice and supporting documentation to:
    - Lindsay.tayman@mdcourts.gov
- Format the bill in accordance with the guidelines set forth for the services agreed upon in this MOA. The bill will be a two-part bill with a face sheet to include date(s) covered in the billing period and total amount due. Part two of the bill will include copies of the compliance reports, if not already provided to the Court as well as number of hours billed, officer's time sheets. The bill will be presented to the Circuit Court by the 15<sup>th</sup> of the following month. If receipt of the bill exceeds 30 days it may not be reimbursed by the grant.
- Understand that upon receipt of the bill by the Court Administrator, the bill will be submitted to Wicomico County Finance for payment. If the Court Administrator receives the bill by the 5<sup>th</sup> of the month, the bill will be paid by County Finance on the 15<sup>th</sup> of the month. If the Court Administrator receives the bill after the 5<sup>th</sup> of the month, it will be paid by Wicomico County Finance on the 30<sup>th</sup> of that month.

The Court Agrees to:

- Notify SPD if and when the participant has graduated or is terminated from the DTC program.
- Provide informational updates for participants in the program to include: participant's current address, phone number, date of birth, and curfew status.
- Promptly submit the invoice for payment to the Court Administrator for payment.

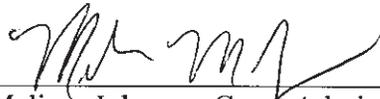
**Effective Date:**

This agreement shall be effective on July 1, 2015 and shall remain in until June 30, 2016 effect unless amended or terminated by the partners.

**IN WITNESS THEREOF**, the parties hereby evidence their agreement to the above terms and condition by having caused this Agreement to be executed and delivered the day and year below written.

\_\_\_\_\_  
 Kathleen L. Beckstead, County Administrative Judge  
 Circuit Court for Wicomico County

\_\_\_\_\_  
 Date



Melissa Johnson, Court Administrator  
Circuit Court for Wicomico County

7/23/15  
Date

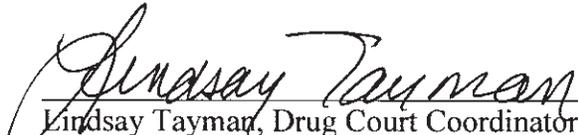
Barbara Duncan, Chief of Police  
Salisbury Police Department

Date



Cherie T. Meienschein, Deputy Court Administrator  
Circuit Court for Wicomico County

7/23/15  
Date



Lindsay Tayman, Drug Court Coordinator  
Circuit Court for Wicomico County

7-20-15  
Date

# City of Salisbury



MARYLAND



125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-334-3028  
Fax: 410-548-3192

KEITH A. CORDREY  
DIRECTOR OF INTERNAL SERVICES

JAMES IRETON, JR.  
MAYOR

TOM STEVENSON  
INTERIM CITY ADMINISTRATOR

JULIA GLANZ  
ASSISTANT CITY ADMINISTRATOR

To: Tom Stevenson, City Administrator

From: Keith Cordrey, Director of Internal Services *KAC*

Date: August 31, 2015

Re: Reimbursements

---

Public Works has identified projects, which have been completed (or will be completed in the near future), that funding is best provided by Depreciation Reserve Fund, Water Impact Fund, and the Sewer Impact Fund. The projects identified were previously funded from operating funds.

Two resolutions are provided that call for the transfer of funds to the Water and Sewer fund in order to reimburse the Water Sewer Fund for expenditures made for the projects listed in the attached Project Reimbursement List. The transfer will serve to revise the funding for these projects from operating revenues to the capital funds identified (i.e. Depreciation Reserve, Water Impact, Sewer Impact).

Upon your review, please forward this to Council.

RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TRANSFERING FUNDS HELD IN THE WATER IMPACT FUND AND THE SEWER IMPACT FUND INTO THE WATER SEWER FUND TO FUND PROJECTS PROVIDING ADDITIONAL WATER SEWER CAPACITY.**

WHEREAS, the City of Salisbury Chapter 13.02 provides for connection charges to be charges to customers; and

WHEREAS, these fees are held for the purpose of funding projects which enhance the capacity of the water and sewer facilities; and

WHEREAS; the City has identified projects listed in Schedule A that follows which require reimbursement to the water sewer fund for previous expenditures in completing projects that enhance the capacity of the water and sewer facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, designates the City’s Director of Internal Services to transfer \$166,230 from the Water Impact Fund and \$178,890 from the Sewer Impact Fund into the Water Sewer Fund for the purpose of reimbursing the Water Sewer fund for expenditures for projects listed in Schedule A..

This resolution was introduced, read and passed at the regular meeting of the Salisbury City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

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

\_\_\_\_\_  
Jacob R. Day, City Council President

APPROVED BY ME THIS

\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James Ireton, Jr., Mayor

1 **Schedule A – Project Reimbursement List**

2  
3  
4

**Impact Fee – Water**

Paleo Well No. 3 Engineering Design	\$ 75,000
Park Water Treatment Plant Evaluation Study	\$ 14,100
Paleo Water Treatment Plant Caustic Building Engineering Design	\$ 77,130
<b>Total</b>	<b>\$ 166,230</b>

5  
6

**Impact Fee – Sewer**

Naylor Mill Lift Station Engineering Design	\$ 79,950
Fitzwater Street Lift Station Engineering Design	\$ 36,630
Parkside Lift Station Engineering Design	\$ 12,640
Hampshire Road Lift Station Engineering Design	\$ 49,670
<b>Total</b>	<b>\$ 178,890</b>

7  
8  
9

RESOLUTION \_\_\_\_\_

**A RESOLUTION OF THE CITY OF SALISBURY, MARYLAND TRANSFERING FUNDS HELD IN THE DEPRECIATION RESERVE FUND INTO THE WATER SEWER FUND TO FUND REPLACEMENT OF WATER AND SEWER FACILITIES.**

WHEREAS, the City of Salisbury passed Ordinance 1725 on 06/28/1999 which established a "Depreciation Reserve Fund" that was to be used for the intended purpose "to fund the replacement of water and sewer facilities and capital equipment"; and

WHEREAS; the City has identified projects listed in Schedule A that follows which require reimbursement to the water sewer fund for previous expenditures in completing these projects which were for replacement of water and sewer facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND, designates the City's Director of Internal Services to transfer \$759,690 from the Depreciation Reserve Fund into the Water Sewer Fund for the purpose of reimbursing the Water Sewer fund for expenditures made for the projects listed in Schedule A.

This resolution was introduced, read and passed at the regular meeting of the Salisbury City Council held on the \_\_\_\_ day of \_\_\_\_\_ 2015.

**ATTEST:**

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

\_\_\_\_\_  
Jacob R. Day, City Council President

APPROVED BY ME THIS

\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
James Ireton, Jr., Mayor

1 **Schedule A – Project Reimbursement List**

2

Park Water Treatment Plant Effluent Meter Engineering Design	\$ 41,750
Park Water Treatment Plant Effluent Meter Construction	\$ 438,950
Water Master Plan including Park Well Field Raw Water Main Analysis and Disinfection Byproducts Rule Analysis Study	\$ 204,270
Scenic Drive PCCP Pipe Replacement Engineering Design	\$ 74,720
<b>Total</b>	<b>\$ 759,690</b>

3

# City of Salisbury



MARYLAND



125 NORTH DIVISION STREET  
SALISBURY, MARYLAND 21801  
Tel: 410-548-3170  
Fax: 410-548-3107

MICHAEL S. MOULDS, P.E.  
DIRECTOR OF PUBLIC WORKS

JAMES IRETON, JR.  
MAYOR

M. THOMAS STEVENSON, JR.  
CITY ADMINISTRATOR

JULIA GLANZ  
ASST. CITY ADMINISTRATOR

To: Tom Stevenson, City Administrator  
From: Mike Moulds, Director of Public Works *MM*  
Copy: Ralph Piland, Zoo Director  
Date: August 10, 2015  
Re: Zoo Reorganization Budget Amendment Request

With the recent retirement of the Zoo's Animal Curator there is an opportunity to evaluate Zoo staff duties and responsibilities. Based upon an assessment of the Animal Curator position and upon feedback received during interviews with Zoo full time staff it is our recommendation that we redefine the Zoo Animal Curator position and redistribute key duties to an upgraded Lead Zoo Keeper position.

Our proposal for reorganization is as follows:

1. The current Grade 10 Animal Curator position be redefined as a Grade 8 Collection Registrar position. This position would manage the record keeping functions required at the Zoo, would oversee the licensing and accreditation requirements for the Zoo, and would assist in the strategic composition of the living collection.
2. We are requesting that one existing Grade 7 Zoo Keeper IV position be upgraded to a Grade 8 Lead Keeper position. This position will manage the daily scheduling of collection personnel, will manage work projects to sustain and improve collection facilities, and will apply institutional operating standards.
3. The reorganization also includes a recommendation to amend the current Grade 7 Veterinary Technician position to be a Grade 8 Animal Health Coordinator position. This adjustment will foster managerial collaboration among these three key positions.

We want to emphasize that this request does not reduce the total number of animal care staff established in the budget. The number of animal care staff will remain the same while some of the duties associated with Zoo operations are redistributed among those Zoo personnel.

The proposed reorganization salaries have been evaluated in the FY16 budget and will not require any additional funding to implement.

<u>Current Budget</u>			<u>Proposed Reorganization</u>	
<b>Animal Curator</b> Grade 10, Step 9	\$52,076	→	<b>Collection Registrar</b> Grade 8, Step 1	\$38,107
<b>Zoo Keeper IV</b> Grade 7, Step 8	\$40,529	→	<b>Lead Keeper</b> Grade 8, Step 8	\$43,773
<b>Vet Technician</b> Grade 7, Step 5	\$38,192	→	<b>Animal Health Coordinator</b> Grade 8, Step 3	\$41,248
<b>Totals:</b>	\$130,797			\$123,128

Attached are the revised job descriptions and proposed organizational structure chart. We have reviewed this proposal with the Human Resources Office and received their approval for this reorganization.

We are requesting support from the Mayor and Administration to forward the attached budget amendment to a Council Work Session.

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

AN ORDINANCE OF THE CITY OF SALISBURY APPROVING A BUDGET AMENDMENT OF THE FY16 GENERAL FUND BUDGET TO MAKE CHANGES TO APPROVED POSITIONS IN THE ZOO DIVISION OF THE DEPARTMENT OF PUBLIC WORKS AS PART OF A REORGANIZATION PLAN.

WHEREAS, the Salisbury Zoo has experienced a staff vacancy through the retirement of an employee and created an opportunity to redefine certain supervisory positions; and

WHEREAS, part of the proposed Zoo Division reorganization is to reclassify the existing Grade 10 Animal Curator position to create a Grade 8 Collection Registrar position to manage the record keeping functions required at the Zoo, oversee the licensing and accreditation requirements for the Zoo, and assist in the strategic composition of the living collection; and

WHEREAS, part of the proposed Zoo Division reorganization is to reclassify one existing Grade 7 Zoo Keeper IV position to create a Grade 8 Lead Keeper position in order to assume a portion of the duties performed by the Animal Curator position and to manage the daily scheduling of collection personnel, manage work projects to sustain and improve collection facilities, and apply institutional operating standards; and

WHEREAS, part of the proposed Zoo Division reorganization is to reclassify the existing Grade 7 Veterinary Technician position to create a Grade 8 Animal Health Coordinator position in order to better support planned animal health maintenance and to foster managerial collaboration; and

WHEREAS, there are sufficient funds in the current FY16 budget for these reclassifications; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALISBURY, MARYLAND that the City's fiscal FY 16 budget is hereby amended as follows:

- 1) Reclassify the Grade 10 Animal Curator with a salary funded under (4000-501002) to a Grade 8 Collection Registrar position.
- 2) Reclassify a Grade 7 Zoo Keeper IV position with a salary funded under (4000-501002) to a Grade 8 Lead Keeper position.
- 3) Reclassify a Grade 7 Veterinary Technician position with a salary funded under (4000-501002) to a Grade 8 Animal Health Coordinator position.

BE IT FURTHER ORDAINED that 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 Council of the City of Salisbury held on this \_\_\_\_\_ day of \_\_\_\_\_, 2015 and thereafter, a statement of the substance of the Ordinance having been published as required by law, was finally passed by the Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

ATTEST:

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

\_\_\_\_\_  
Jacob R. Day, President  
Salisbury City Council

Approved by me this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
James Ireton, Jr. Mayor

# City of Salisbury

## Classification Description

---

Classification Title: Lead Zoo Keeper  
Department: Zoo  
Date: 06/20/15

Pay Grade: 8  
FLSA Status: NE

---

### **General Statement of Job**

---

Performs routine animal husbandry duties. Oversees the daily operations of the Zoo. Schedules and oversees animal care staff. Coordinates park exhibition program. Prepares animals' diets; cleans animal enclosures; implements behavioral management; performs and records animal observations; interacts with public; assists in programs and presentations; participates in emergency response; handles and transports animals; operates Zoo vehicles.

### **Specific Duties and Responsibilities:**

#### **Essential Functions:**

*(Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

1. Participates in managing and overseeing the daily operations of the Zoo.
  - Coordinates the opening and closing of Zoo grounds
  - Monitors zoo grounds and facilities. Identifies circumstances requiring maintenance or other attention.
  - Schedules staff, assigns daily operating tasks, and insures an adequate work force to perform daily operations. Acts as liaison for night security reviewing reports, issues and informing them of significant operating matters.
  - Supervises groundskeeper and horticultural maintenance.
2. Will perform routine animal husbandry duties for living collection as required.
  - Prepare, provide, and monitor prescribed animal diets
  - Following accepted protocols clean animal exhibits and holding enclosures
  - Observe and evaluate animals and animal health
  - Perform approved Behavioral Management tasks including both environmental enrichment and behavior training.
  - Keep and update animal records; demonstrated capacity to utilize ZIMS or equivalent records
  - Handle/transport animals;
  - Perform miscellaneous maintenance
  - Perform animal observations;
  - Assist with veterinary procedures;
  - Clean other work areas;
3. Manage and oversee the animal care staff
  - Collaborates with the Registrar/Collection Manager to establish, approve, and implement standard operating procedures for all areas of collection operations. Insures their systematic documentation and periodic review/update.
  - Conduct performance appraisals of assigned staff. Generate individual annual performance goals that reflect institutional mission and strategic priorities.
  - Plan and assign employee work and work schedules. Assist in maintaining attendance

- and payroll records
  - Motivate and mentor staff
  - Assist in recruiting, interviewing, selecting, and training new employees.
  - Establishes essential training programs.
  - Review and verify progress and development of staff within Career Ladder program.
4. Oversee collection exhibit program
    - Coordinate planning for the maintenance, repair, modification, and upkeep of exhibits
    - Periodically inspect exhibits for containment integrity and animal safety
    - Facilitate the planning and development of strategic collection facilities
  5. Perform miscellaneous maintenance; demonstrated capacity to operate basic hand tools, power equipment, and advanced power equipment;
  6. Interact with public;
  7. Perform assigned Public Relations activities; act in compliance of City's media relations policy
  8. Assist in educational programming and activities; interact with other staff in planning and presenting public interactions.
  9. Assist in maintaining public areas of the Zoo;
  10. Participate in safety and emergency training and response;
  11. Perform security/crowd control;
  12. Interact with fellow staff;
  13. Able to operate all Zoo vehicles;
  14. Interact with other City staff;
  15. Engage in appropriate professional development opportunities;
  16. Perform other duties as assigned.
- 

### **Required Knowledge, Skills, and Abilities:**

*City employees are expected to possess or perform the following:*

1. Working knowledge of City policies and procedures;
  2. Capacity to act as a representative of the City of Salisbury to the public;
  3. Knowledge of zoological policies and practices regarding animal care;
  4. Knowledge of specific zoological policies and practices documented and applied within the operations of the Salisbury Zoo.
  5. Capacity to communicate with the public courteously and tactfully at all times;
  6. Capacity to communicate and maintain effective working relationships with other staff members;
  7. Knowledge of animal diet requirements;
  8. Knowledge of safe animal handling procedures;
  9. Capacity to follow written and oral instructions;
  10. Capacity to prioritize and multitask with attention to detail;
  11. Capacity to accurately prepare and maintain records with demonstrated proficiency in ZIMS or equivalent records software;
  12. Capacity to take and pass a firearms safety and range course;
  13. Capacity to obtain CPR/first aid certification; and
  14. Capacity to obtain and retain a valid Maryland driver's license.
  15. Completion of NIMS/ICS 100 and 700
  16. Knowledge and capacity to operate basic hand tools and power equipment
  17. Completion of approved Professional Development coursework
  18. Ability to provide leadership and to act as a mentor to other staff
  19. Possession of Maryland DOT certification for operation of Zoo vehicle
- 

### **Education and Experience:**

1. High School Diploma or G.E.D.
2. Ten years related experience or equivalent.

3. Successful completion of NIMS/ICS 100 and 700
  4. Successful completion of AZA Professional Development courses (or equivalent)
  5. Maryland DOT certification for vehicle operation
- 

**Physical and Environmental Conditions:**

Work requires moderate physical effort in the handling of materials up to 80 pounds and/or continual standing or walking 60%+ of the time.

The work involves risks or discomforts which require special safety precautions, e.g., working directly and indirectly with animals and animal by-products, equipment and machinery and observance of traffic signals when driving. Will require working outdoors and in adverse weather conditions.

---

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

# City of Salisbury

## Classification Description

---

**Classification Title: Collection Registrar**  
**Department: Zoo**  
**Date: 06/20/15**

**Pay Grade: 8**  
**FLSA Status: NE**

---

### **General Statement of Job**

Maintains appropriate institutional records. Designs and implements institutional zoological programs including Institutional Collection Plan. Maintains essential licenses and permits and acts as institutional liaison to outside regulatory agencies. Assist and participate in Safety and Emergency training and planning. Participate in strategic and long range planning. Participate as a member of assigned Management Committees. Act as the designated Animal Control Officer to assess and insure compliance with local, state, and federal statutes governing wild or dangerous animals.

---

### **Specific Duties and Responsibilities:**

#### **Essential Functions:**

*(Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

1. Will perform routine animal husbandry duties for living collection as assigned and required.
  - Prepare, provide, and monitor prescribed animal diets
  - Following accepted protocols clean animal exhibits and holding enclosures
  - Observe and evaluate animals and animal health
  - Perform approved Behavioral Management tasks including both environmental enrichment and behavior training.
  - Keep and update animal records
  - Handle/transport animals;
  - Perform miscellaneous maintenance
  - Perform animal observations;
  - Assist with veterinary procedures;
2. Document standards and procedures for the zoological management of the living collection of the Zoo
  - Insure that operating standards and protocols reflect best operating practices as specified by the AZA
  - Insure that operating procedures reflect the standards specified by the USDA
3. Remain informed regarding local, state, and federal statutes and regulations governing wild or dangerous animals. Insure Zoo operating practices are in compliance with stated requirements.
4. Collaborates with the Director and other staff to create and maintain an Institutional Collection Plan
  - Collaborate in the production of annual Collection Plan updates and the designation of annual strategic goals for the collection
  - Assist in developing operating priorities reflect the Collection Plan and its strategic updates.
  - Assist in developing facility specifications that reflect the Collection Plan and its strategic updates.
  - As identified and approved within the Collection plan strategy acquire new collection specimens.
    - i. Insure that all acquisitions are reviewed and approved by the Animal Management Committee
    - ii. Insure that new specimens are acquired, transported, quarantined, and integrated into

the collection consistent with specified institutional policies and procedures.

5. Manage the records system for the living collection program
    - Insure that collection activities are documented within a systematic records system
      - i. Protect records through appropriate data back-up procedures
    - Act as the primary Zoo liaison to external regulatory agencies.
      - i. Insure that the Zoo maintains essential licenses and permits.
  6. Assist in the implementation of the Zoo's Behavioral Management program
    - Oversee the Behavioral Enrichment resource room
    - Insure the efficient scheduling and documentation of collection enrichment activities as conducted by staff
    - Assist the Animal Welfare Committee in evaluating Behavioral Enrichment activities.
  7. Assist in the application of institutional safety and emergency response plans and protocols.
    - Act as the Zoo's representative to the City of Salisbury-Department of Public Works safety review committee
    - Prepare needed reports related to employee accidents and injuries
    - Review and advise on emergency response procedures
    - Maintain and document related safety protocols as required by regulatory agencies
  8. Assist in integrating the Collection Plan into facility maintenance and development
    - Assist in prioritizing the maintenance, repair, modification, and upkeep of exhibits
    - Periodically assist in the inspection of exhibits for containment integrity and animal safety
    - Facilitate the planning and development of exhibits consistent with the strategic goals of the institutional collection plan.
  9. Participate in Public Relations activities, educational activities and events, and fund raising activities;
    - act in compliance with City's media relations policy
    - engage and interact with public
  10. Act as an institutional representative to other professional institutions, organizations, and programmatic activities
    - Maintain appropriate memberships in AZA working groups and committees.
    - Attend and participate in AZA conferences and animal management meetings
    - Identify, develop, recommend, and coordinate participation in appropriate conservation programs
    - Participate in AZA and similar educational and professional development activities.
  11. Collaborate in the operational application of the Veterinary Preventative Medical Program
    - Insure that collection acquisitions and dispositions are consistent with Veterinary Program procedures
    - Insure that long range collection plans are fully responsive to Veterinary Program standards.
    - Assist in the documentation and retention of medical records.
  12. Perform other duties as assigned.
- 

### **Required Knowledge, Skills, and Abilities:**

*City employees are expected to possess or perform the following:*

1. Working knowledge of City policies and procedures;
2. Capacity to act as a representative of the City of Salisbury to the public;
3. Knowledge of management policies and husbandry practices regarding animal care;
4. Knowledge of specific management policies and husbandry practices documented and applied within the operations of the Salisbury Zoo.
5. Capacity to communicate with the public courteously and tactfully at all times;
6. Capacity to communicate and maintain effective working relationships with other staff members;
7. Knowledge of animal diet requirements;
8. Knowledge of safe animal handling procedures including emergency capture and restraint;
9. Capacity to follow written and oral instructions;

10. Capacity to prioritize and multitask with attention to detail;
  11. Capacity to accurately prepare and maintain zoological records in ZIMS or equivalent records software; formal training in ZIMS system and application preferred.
  12. Capacity to take and pass a firearms safety and range course;
  13. Capacity to obtain CPR/first aid certification;
  14. Capacity to obtain and retain a valid Maryland driver's license. Ability to operate a range of City vehicles.
  15. Successful completion of NIMS/ICS 100, 200, 300, 400, 700, and 800.
  16. Knowledge and capacity to operate basic hand tools and power equipment
  17. Completion of approved Professional Development coursework
- 

**Education and Experience:**

1. Associates Degree in Zoology, Biology, or closely related field. Bachelors Degree or Masters Degree preferred.
  2. Prior experience or training in ZIMS preferred
  3. Five years related experience or equivalent. Experience in AZA accredited facility preferred.
  4. Capacity to communicate effectively both orally and in writing
- 

**Physical and Environmental Conditions:**

Work requires moderate physical effort in the handling of materials up to 80 pounds and/or continual standing or walking 60%+ of the time.

The work involves risks or discomforts which require special safety precautions, e.g., working directly and indirectly with animals and animal by-products, equipment and machinery and observance of traffic signals when driving. Will require working outdoors and in adverse weather conditions.

---

The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

# City of Salisbury

## Classification Description

---

**Classification Title:** Animal Health Coordinator

**Department:** Zoo

**Date:** 06/20/15

**Pay Grade:** 8

**FLSA Status:** NE

---

### General Statement of Job

Oversee the operation and maintenance of the Animal Health Clinic. Act as Veterinary Program Coordinator; manage preventative medicine program; maintain animal health records; Act as coordinator of Animal Welfare Committee and Program; Participate in emergency training and response. Manage animal nutrition program. Assist the Zoo Veterinarian and the Zoo Director with animal care and animal care practices.

---

### Specific Duties and Responsibilities:

#### Essential Functions:

*(Functions listed are intended only as illustrations of the various types of work performed. The omission of specific duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)*

1. Act as "Chair" of the Animal Welfare Committee
  - Schedule and conduct meetings to meet the goals established in the Animal Welfare Committee policy statement
  - Create meeting agendas insuring that all appropriate topics and issues are noted
  - Document and communicate outcomes of meetings
  - Include in process Animal Welfare meetings to review specifically the Presentation Animal Collection
  - Assist in administration of the documented euthanasia protocol
2. Act as the Veterinary Program Coordinator
  - Act as the primary institutional point of contact with the contract veterinarian and veterinary consultants
    - i. Communicate frequently and directly with the veterinarian to ensure that there is a timely transfer of accurate information about medical issues.
    - ii. Perform medical treatments as directed by the veterinarian; instruct staff in the provision of medication or other medical procedures as prescribed by the veterinarian
    - iii. Inform veterinarian of medical issues and concerns as observed or as reported by staff
    - iv. Schedule veterinary visits and consults; assist as needed
  - Assist veterinarian in performing surgery
    - i. Administer anesthesia
    - ii. Provide sterilized surgical instruments
    - iii. Administer fluids
    - iv. Monitor vital signs of surgical patients
    - v. Provide post-surgery recovery care
  - Coordinate clinical pathology program
    - i. Submit biological samples for laboratory analysis
    - ii. Manage relationships with consulting pathologists and pathology laboratories
  - Manage animal nutrition program
    - i. Analyze and document animal diets

- ii. Communicate prescribed diets to staff
  - Coordinate necropsy program
    - i. Maintain storage equipment for specimens
    - ii. Assist veterinarian in performing postmortem examinations
    - iii. Oversee the submission of tissue samples for additional analysis
- 3. Manage preventative medicine program
  - Insure routine and on-going surveillance of living collection to detect and assess health and medical issues
  - Perform routine inspections of living collection individually and with veterinarian
  - Respond to keeper requests for animal observations and assessments
  - Isolate or quarantine specimens as appropriate
  - Manage parasite control through surveillance and treatment
  - Assist veterinarian and administering and documenting immunizations
  - Train staff in zoonotic disease management
- 4. Keep and update animal medical records;
  - Ensure the maintenance of complete electronic and hard-copy medical records, including anesthesia records, controlled drug logs, treatment sheets, diagnostic laboratory results, and necropsy reports
  - demonstrated capacity to utilize ZIMS or equivalent records
  - demonstrated capacity to use nutritional analysis software
- 5. Participate in safety and emergency training and response;
  - Act as an institutional resource in the area of chemical immobilization and emergency response to animal escapes.
    - i. Periodically train staff in the procedures and protocols used in emergency chemical immobilization
  - Manage the Zoo's controlled drug program insuring appropriate acquisition, storage, and disposition.
  - Perform crowd control as needed
- 6. Manage Animal Health Clinic facility
  - Manage all medical supplies and inventories
  - Appropriately maintain surgical and treatment rooms and equipment
  - Appropriately maintain quarantine rooms and equipment
  - Appropriately maintain animal necropsy room and associated storage
  - Maintain laboratory and medical equipment
    - i. Monitor and schedule maintenance work as needed
  - Manage facility maintenance and associated preventative maintenance contracts
    - i. Request maintenance service as needed
    - ii. Perform minor maintenance and repairs as needed
    - iii. Monitor performance and maintenance of emergency back-up generator
- 7. Perform assigned Public Relations activities;
  - act in compliance of City's media relations policy
  - assist in special events and fund raising activities
  - Interact with the public consistent with institutional and City policies and standards
- 8. Participate in institutional strategic and long range planning
  - Provide assistance and advice in planning exhibit and facility improvements
- 9. As needed directly maintain components of the Zoo's living collection
  - Prepare, provide, and monitor prescribed animal diets
  - Following accepted protocols clean animal exhibits and holding enclosures
  - Perform approved Behavioral Management tasks including both environmental enrichment and behavior training.
  - Provide both routine care and specified medical treatments for animals

- Keep and update animal records
  - Handle/transport animals;
  - Perform animal observations;
10. Interact with fellow staff; communicate openly and frequently on work topics
  11. Operate appropriate Zoo vehicles; participate in vehicle operation and safety training
  12. Interact with other City staff;
  13. Engage in appropriate professional development opportunities;
  14. Perform other duties as assigned.
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## **Required Knowledge, Skills, and Abilities:**

*City employees are expected to possess or perform the following:*

1. Working knowledge of City policies and procedures;
  2. Capacity to act as a representative of the City of Salisbury to the public;
  3. Knowledge of veterinary policies and medical practices regarding animal care; familiarity with animal care standards of the Association of Zoos and Aquariums (AZA) and the United States Department of Agriculture (USDA).
  4. Knowledge of specific veterinary policies and medical practices documented and applied within the operations of the Salisbury Zoo.
  5. Capacity to communicate with the public courteously and tactfully at all times;
  6. Capacity to communicate and maintain effective working relationships with other staff members;
  7. Knowledge of animal nutritional requirements;
  8. Knowledge of safe animal handling procedures including emergency animal sedation;
  9. Capacity to follow written and oral instructions;
  10. Capacity to prioritize and multitask with attention to detail;
  11. Capacity to accurately prepare and maintain medical records in ZIMS or equivalent records software;
  12. Capacity to take and pass a firearms safety and range course;
  13. Capacity to obtain CPR/first aid certification; and
  14. Capacity to obtain and retain a valid Maryland driver's license.
  15. Completion of NIMS/ICS 100 and 700
  16. Knowledge and capacity to operate basic hand tools and power equipment
  17. Completion of approved Professional Development coursework
  18. Capacity to obtain and retain a valid Maryland driver's license
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## **Education and Experience:**

1. Degree from veterinary technician program approved by the American Veterinary Medical Association or an advanced degree in biological sciences or a closely related field of study.
  2. Two years related experience or equivalent.
  3. State of Maryland Veterinary Technician registration
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## **Physical and Environmental Conditions:**

Work requires considerable physical effort in the handling of materials up to 80 pounds and/or continual standing or walking 60%+ of the time.

The work involves risks or discomforts which require special safety precautions, e.g., working directly and

indirectly with animals and animal by-products, equipment and machinery and observance of traffic signals when driving. Will require working outdoors and in adverse weather conditions.

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The above job description is not intended as, nor should it be construed as, exhaustive of all responsibilities, skills, efforts, or working conditions associated with this job.

Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential functions of this job.

SALISBURY ZOOLOGICAL PARK  
PROPOSED REORGANIZATIONS

