

COUNTY COUNCIL OF WICOMICO COUNTY, MARYLAND

2016 Legislative Session

Legislative Day No. 10

Resolution No. 54-2016

Introduced by: The President of the Council at the request of the County Executive

A RESOLUTION TO AUTHORIZE THE COUNTY EXECUTIVE TO ACCEPT GRANT FUNDS, IN THE AMOUNT OF ONE HUNDRED FORTY-THREE THOUSAND, SIX HUNDRED NINE DOLLARS (\$143,609), FROM THE MARYLAND JUDICIARY, ADMINISTRATIVE OFFICE OF THE COURTS, AND TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE A MEMORANDUM OF UNDERSTANDING.

WHEREAS, the Wicomico County Circuit Court has received grant funding from the Maryland Judiciary, Administrative Office of the Courts (AOC), in the amount of One Hundred Forty-Three Thousand, Six Hundred Nine Dollars (\$143,609); and

WHEREAS, the Wicomico County Circuit Court will use the AOC grant funds to upgrade its surveillance camera system; and

WHEREAS, the County Executive recommends accepting the grant funds and entering into a Memorandum of Understanding with the Maryland Judiciary, Administrative Office of the Courts, for the use of such funds.

NOW, THEREFORE, BE IT RESOLVED, by the County Council of Wicomico County, Maryland as follows:

1. The County Executive is hereby authorized to accept and appropriate grant funds, in the amount of One Hundred Forty-Three Thousand, Six Hundred Nine Dollars (\$143,609), from the Maryland Judiciary, Administrative Office of the Courts, to be used for upgrading the Wicomico County Circuit Court surveillance camera system.
2. The County Executive is hereby authorized to execute a Memorandum of Understanding in substantially the same form attached as Exhibit A.
3. The County Executive is to establish a grant project number under State Grant Fund 02, upon acceptance of the grant award.

Done at Salisbury, Maryland, this 17th day of May, 2016.

ATTEST:

COUNTY COUNCIL OF
WICOMICO COUNTY, MARYLAND



Matthew E. Creamer,
Council Administrator

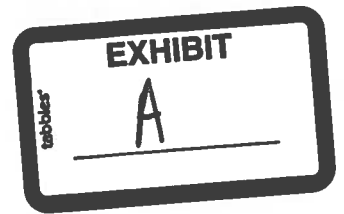


John T. Cannon,
Council President

CERTIFICATION

This Resolution was Adopted , Adopted with Amendments ____, Failed ____, Withdrawn ____ by the
County Council on May 17, 2016.

Certified by 
Matthew E. Creamer, Council Administrator



**MEMORANDUM OF UNDERSTANDING
FOR SECURITY GOODS AND SERVICES BETWEEN \$101,000 AND \$500,000
E16-0026-25K**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 20 ____, by and between the Maryland Judiciary, Administrative Office of the Courts (AOC) and Wicomico County.

WHEREAS, the AOC recognizes Circuit Court for Wicomico County possesses the capability to acquire goods and/or services as specified below; and,

WHEREAS, the AOC desires to obtain said goods and/or services as specified herein; and,

WHEREAS, the Circuit Court for Wicomico County has agreed to perform for the AOC in accordance with this MOU;

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and other good and valuable considerations set forth below, the AOC and Circuit Court for Wicomico County enter into this MOU and agree as follows:

ARTICLE I - SCOPE OF WORK

Circuit Court for Wicomico County shall acquire through the county/city procurement process, security-related goods and/or services, as described in and in strict accordance with Exhibit A, incorporated as part of this document.

ARTICLE II - COMPENSATION AND METHOD OF PAYMENT

In consideration of the satisfactory performance and acceptance by the AOC Security Administration, the AOC shall pay Circuit Court for Wicomico County in accordance with the terms of this MOU and at the rate specified in the Exhibit A. Except by MOU modification, total payments may not exceed \$143,609.00 (the "NTE Amount").

All invoices shall be submitted within 30 calendar days after the completion and acceptance of each deliverable by the AOC, and shall include the following information:

- a. Keith Bageant, Office of Security Administration, 2001D Commerce Park Drive, Annapolis, MD 21401.
- b. name, remittance address, and federal taxpayer identification number of MOU partner
- c. invoice period
- d. invoice date
- e. invoice number
- f. amount due
- g. deliverable ID number for the deliverable being invoiced, if applicable
- h. Purchase Order number

Hardware, software, and products purchased as a result of the agreement will become the property of the jurisdiction performing the purchase. All maintenance will become the responsibility of the jurisdiction. Additional information may be required in the future. Invoices submitted without the required information will not be processed for payment.

Payments to Circuit Court for Wicomico County shall be made as soon as possible after inspection and acceptance the AOC and after receipt of a proper invoice. Charges for late payment of invoices are prohibited.

ARTICLE III - TERM

The term of this MOU shall begin upon award and terminate on April 1, 2017 with up to two (2) extension options of six (6) months at the sole discretion of the AOC. No work may begin under this MOU until all parties have signed it and the AOC has instructed the Circuit Court for Wicomico County by Purchase Order to proceed. If there are any inconsistencies between the terms of the Purchase Order and the terms of this MOU, the terms of this MOU shall prevail.

ARTICLE IV – MODIFICATIONS

Any modifications to this MOU must be in writing and signed by authorized representatives of both parties.

ARTICLE V - GENERAL CONDITIONS

General Conditions_ are X are not attached hereto and incorporated herein.

Security Grant Acknowledgement Form is attached for signature.

ARTICLE VI- CONTRACT REPRESENTATIVES

The following individuals are designated as contract representatives for their respective parties

For the Judiciary: Procurement and Contract Administration
Name and Title: Gisela Blades, Director
Phone: 410-260-1594 Email: Gisela.blades@mdcourts.gov

For Circuit Court for Wicomico County
Name and Title: Melissa Johnson, Court Administrator
Phone: 410-548-4822 Email: Melissa.johnson@mdcourts.gov

ARTICLE VII - KEY PERSONNEL, if applicable

The Circuit Court for Wicomico County agrees that the following named individual(s) is considered to be

essential to the work being performed hereunder, and is designated as Key Personnel who shall be made available to the full extent required to carry out the work under this MOU:

Name/Title: Melissa Johnson, Court Administrator

Should this individual become unavailable during the term of this MOU, personnel of at least equivalent capability shall be assigned to the project. Any such substitutions shall require prior written approval by the AOC, which approval may be denied at its sole discretion. Should the Circuit Court for Wicomico County be unable to provide substitutes acceptable to the AOC, the AOC may terminate this MOU; or, at its option, negotiate with the Circuit Court for Wicomico County for an equitable adjustment under the MOU relative to the loss of such Key Personnel.

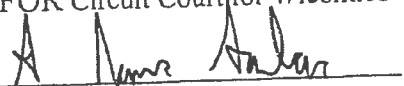
ARTICLE VIII – MERGER

This Memorandum embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations regarding the parties' agreement, other than those contained herein, or incorporated herein by reference.

ARTICLE IX - SIGNATURES

In acknowledgement of the foregoing description of the terms and requirements of this MOU, these authorized signatories of the Parties do hereby attest to their acceptance of these terms and conditions.

4-21-16
Date

FOR Circuit Court for Wicomico County Circuit Court

Name: S. James Sarbanes
Title: Administrator Judge

FOR the Maryland Judiciary:

Date

Gisela Blades
Director, Department of Procurement, Contract & Grant
Administration
Administrative Office of the Courts

Date

Pamela Harris
State Court Administrator
Administrative Office of the Courts

Approved as to form and legal sufficiency this _____ day of _____, 20____,

Stephane J. Latour
Managing Legal Counsel/Assistant Administrator
Internal Affairs Department

Security Funding Acknowledgement Form

By my signature below, I accept, understand, and acknowledge that I was consulted in the preparation of this Memorandum of Understanding (MOU), have reviewed the MOU, and agree to my role in the request. I further acknowledge, on behalf of my office, that the Circuit Court has the ability and desire to accommodate the security enhancements requested within the MOU, including, but not limited to, appropriate staffing and/ or space.

Administrative Judge:

A June Ambrose
SIGNATURE

4-21-16
DATE

Sarbanes Spyros James
LAST NAME FIRST NAME M.I.

Clerk of Court:

Mark S. Bowen
SIGNATURE

4-22-16
DATE

Bowen Mark S.
LAST NAME FIRST NAME M.I.

If grant request includes building modifications and/ or staffing changes or requirements, please complete the following:

If the requested enhancements require the approval or resources of the local government, or any of its subdivisions, please certify below that the required party or parties agree to the grant request, and all associated modifications or resource requirements.

none required
4/25/16

none required
4/25/16

County/ City Official:

~~_____
SIGNATURE~~ ~~_____
TITLE~~

~~_____
LAST NAME~~ ~~_____
FIRST NAME~~ ~~_____
M.I.~~ ~~_____
DATE~~

Courthouse Security Items Request

MOU Partner: Circuit Court for Wicomico County

Circuit Court: Wicomico County

Section I: Choose Tier; Complete sub-category

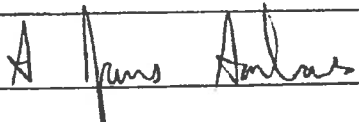
X Tier I: \$143,609.00

Tier II: _____

Explanation of Need:

The funds requested will allow the Circuit Court for Wicomico County to upgrade its current surveillance camera system from analog cameras to a new, IP camera system. Analog camera technology will become obsolete in the near future, and IP systems offer the opportunity to "future proof" the Court's system. The installation of IP cameras will ensure the ongoing ability to maintain the system and therefore the safety security of the public and court staff in the Circuit Court.

Section II: Attachment A – Price Proposal (attachment as provided by contractor)

Submitted by Authorized Signature: 
Date: March 31, 2016
Print Name and Title: S. James Sarbanes, Administrative Judge
MOU Partner: Circuit Court for Wicomico County
Address: 102 Court Street Salisbury, MD 21801
Telephone: 410-548-4822
Email: melissa.johnson@mdcourts.gov , s.james.sarbanes@mdcourts.gov
Federal Tax Identification #: 52-6001054

300 Mill St. Suite A
 Salisbury MD. 21801
 Phone (410)860-0620
 Fax (410)-543-4460
www.absolutesecuritygroup.com



Absolute Security Group, Inc.

FIRE ALARMS • BURGLAR ALARMS • CAMERAS • ACCESS CONTROL

ALARM INSTALLATION SCHEDULE

The Alarm Installation Schedule made this 31 day of April 2016 between Absolute Security Group Inc. hereafter referred to as the "Contractor" and Wicomico County Courthouse of Salisbury MD hereafter referred to as the "Subscriber" is subject to all the terms and conditions in the Subscriber contract or subscriber Alarm Lease Contract to be signed by Subscriber before Contractor performs the installation. All Labor, Services and Equipment at locations determined by Contractor shall be supplied at the premise of the Subscriber as described herein:

ALARM INSTALLATION:

1- Blackjack 128 Camera NVR with 18 TB of Storage	\$	8,900.00
2- Work Stations in Central Control Room with 3 Monitor Outputs Each	\$	4,000.00
1- Work Station in Atrium for Viewing 3 Monitors	\$	2,000.00
9- Hotspot Modules for Viewing cameras in Hallway's	\$	1,100.00
Replace 40 Interior Fixed Cameras	\$	12,000.00
Replace 32 Interior PTZ Cameras	\$	29,884.00
Replace 10 Outdoor PTZ Cameras	\$	46,000.00
10- POE IP Switches	\$	5,000.00
Labor to Run Cat6 Wire to all cameras & Program New System	\$	23,000.00
15 Boxes CAT6 Wire	\$	1,425.00
All Hardware needed to mount all cameras	\$	500.00
2- Additional Interior PTZ for Prisoner Holding area	\$	2,400.00
80 Camera License	\$	7,400.00

OPTIONS

 INSTALLATION
 MONTHLY _____

 INSTALLATION
 MONTHLY _____

ABSOLUTE SECURITY GROUP INC.

 Scott Nibblett
 SECURITY CONSULTANT

 DATE

INSTALLATION COST \$ 143,609.00

DEPOSIT AMOUNT _____

BALANCE AT INSTALL _____

24 HOUR MONITORING _____

CELL BACK-UP _____

SUBSCRIBER

 ACCEPTED BY TITLE

 DATE PHONE

THIS SCHEDULE IS NOT BINDING UNLESS ACCEPTED BY CONTRACTOR